

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

JUNE 20, 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. Proclamation for National Parks and Recreation Month
2. Certificate of Achievement to Sam White for National Archery in the Schools Program All-Star Team

E. PUBLIC PARTICIPATION

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

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

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on town hall and library expansion.

H. FUTURE AGENDA ITEMS

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

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I. COORDINATION OF CALENDARS

1. The next regular Town Council meeting is scheduled for July 18th.
2. The July 21st work session has been canceled.
3. The Strategic Planning Session is scheduled for Fri, July 22nd (5pm start), with a tentative overflow date of Sat, July 23rd (9am start) and to be held at the Town's Operations & Maintenance facility located at 201 Spinks Rd

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 6/6** - Consider approval of the minutes from a regular meeting of the Town Council held on June 6, 2016.
2. **Auditing services** - Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2016; and authorization for the Mayor to execute same on behalf of the Town.
3. **Log Cabin Fund resolution** - Consider approval of a resolution designating all funds collected and received through the Flower Mound Log Cabin Fund for the purpose of restoring the log cabin and maintaining the log cabin park.
4. **Budget FY15/16 amendment** - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015, and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, No. 04-16, No. 09-16 and No. 13-16 for an adjustment to the General Fund and the Vehicle and Equipment Replacement Fund.
5. **Atmos rate tariff ordinance** - Consider approval of an ordinance adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.
6. **Oncor franchise ordinance** - Consider approval of the first reading of an ordinance granting a non-exclusive electric franchise to Oncor Electric Delivery Company LLC; and authorization for the Mayor to execute the same on behalf of the Town.
7. **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 \$595,137.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **Fire Code adoption** - Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the International Fire Code, 2015 edition and local amendments thereto.

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9. **Int'l Building Code** - Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article II of the Code of Ordinances of the Town of Flower Mound, by amending Section 14-31, "International Building Code", and by adopting the 2015 edition of the International Building Code with amendments.
10. **Int'l Plumbing Code** - Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article III of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Plumbing Code and by adopting the 2015 edition of the International Fuel Gas Code together and local amendments to such codes.
11. **Int'l Mechanical Code** - Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Mechanical Code and local amendments thereto.
12. **Int'l Residential Code** - Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Residential Code and local amendments thereto.
13. **Int'l Energy Conservation Code** - Consider approval of an ordinance amending Chapter 14, "Buildings and Buildings Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Energy Conservation Code and local amendments thereto.
14. **Lakeside construction easement** - Consider approval of an agreement releasing a Temporary Construction Easement executed by Lakeside DFW Land, Ltd. for the purpose of construction activities for Lakeside Parkway, and consider adopting an ordinance providing for said release.
15. **Lakeside right of way easement** - Consider approval of an agreement releasing a Right-of-Way Easement executed by D.E. Box Estate for the purpose of construction of a water line within the Lakeside DFW development, and consider adopting an ordinance providing for said release.
16. **CIP amendment** - Consider approval of Amendment No. 5 to the Fiscal Year 2015-2016 Capital Improvement Program.
17. **Gerault Game Field** - Consider approval of final acceptance of the Individual Parks Improvement (Gerault Game Field) project; authorization for final payment to Brownstone Companies, LLC, in the amount of \$11,081.25; and authorization for the Mayor to execute the same on behalf of the Town.

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18. **Bakersfield Park Pedestrian Bridge** - Consider approval to award Bid No. 2016-63 to Humphrey & Morton Construction Co., Inc., for the construction of the Bakersfield Park Pedestrian Bridge project, in the amount of \$252,492.00; and authorization for the Mayor to execute same on behalf of the Town.
19. **FM2499/FM3040 waterline project** - Consider approval to award Bid No. 2016-66 to Mountain Cascade of Texas, LLC., for the construction of the FM2499/FM3040 24-inch Waterline Crossing Replacement project, in the amount of \$442,210.00; and authorization for the Mayor to execute same on behalf of the Town.
20. **Street Reconstruction projects** - Consider approval of the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Yucca Drive and Woodbine Street Reconstruction projects, at an amount not to exceed \$181,249.00; and authorization for the Mayor to execute same on behalf of the Town.
21. **Police security agreement** - Consider approval of an Intergovernmental Cooperative/Mutual Aid Agreement for Operational Assistance in Providing Security for the 2016 Republican National Convention in Cleveland, Ohio.

K. REGULAR ITEMS

22. **Certificates of Obligation resolution** - Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2016, in the principal amount not to exceed \$13,950,000.
23. **LISD resolution** - Discuss and consider a resolution of the Flower Mound Town Council affirming its support for the LISD in seeking fair and appropriate methods for educating local students.
24. **Record Plat – Longhorn Addition** - Consider a request for a Record Plat (RC16-0005 – Longhorn Addition) to create a residential subdivision, with an exception to allow residential access from a rural collector pursuant to Section 82-134 of the Code of Ordinances. The property is generally located east of Scenic Drive and south of Kensington Court. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 13, 2016, 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 Transportation Commission.

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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, **Planning and Zoning Commission**.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.
- d. Consultation with Attorney as follows:
 1. Cause No. 2010-40418-362; *Keystone Exploration, Ltd. and Expro Engineering, Inc. v. The Town of Flower Mound and the Flower Mound Oil and Gas Board of Appeals*; in the 442nd Judicial District Court of Denton County, Texas
 2. Cause No. CV-2012-01997; *State Farm Mutual Automobile Insurance Company, as subrogee of Sandra Terrell v. Town of Flower Mound*; in the County Court at Law No. 2 of Denton County, Texas
 3. Cause No. 15-01176-158; *GTE Southwest, Inc. d/b/a Verizon Southwest v. Town of Flower Mound*; in the 158th Judicial District Court of Denton County, Texas
 4. Cause No. 2012-40480-362; *Lanette Williams a/n/f A.W., a Minor Child vs. Town of Flower Mound*; in the 362nd District Court of Denton County, Texas
 5. Case No. 6:16CV103 MHS/KNM; *Victor Vega #1447025 v. Town of Flower Mound, Chief of Police, and Martha Kotila*; in the United States District Court for the Eastern District of Texas, Tyler Division

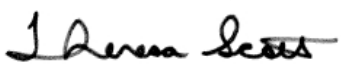
Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

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: June 16, 2016, at 2:00 p.m. at least 72 hours prior to the scheduled time of said meeting.


Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 20, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on June 6, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting on June 6, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on June 6, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 6, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 6TH DAY OF JUNE 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
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
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	Assistant Town Manager/CFO
Gary Sims	Executive Director of Community Services
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Matt Woods	Director of Environmental Services

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Jon Bell gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Special Recognition of Hollywood Feed, LLC for their generous sponsorship of a message board and dog agility equipment at The Hound Mound at Heritage Park.

Kelsi Humphreys, Flower Mound Store Manager, and Shawn Mcghee, Owner accepted the special recognition from the Town for their donation.

2. Certificate of Achievement to Ananya Bashyam for her Girl Scout Gold Award.

Ananya Bashyam accepted the certificate of achievement from the Mayor in recognition of her Girl Scout Gold Award achievement.

3. Interim report by Charter Review Commission Chair Jody Smith, including Council feedback and discussion relative to the charge or findings to date.

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Charter Review Commission Chair, Jody Smith, gave a presentation identifying or noting:

- CRC members
- Purpose of interim report update
- CRC meeting schedule
- Timeline
- Public outreach overview
- A review of the charge

She inquired of Council if there are any new items they would like the Charter Review Commission to look into.

There were no new items brought forward by Council for consideration.

Ms. Smith responded to questions from Council as follows:

- If clarification or direction is needed on any of the items for the charge provided
- Has the CRC come up with additional items outside of the charge
- Clarification regarding the approach being used to address the 9 items in the charge, and if anything is defined at this point
- What is the plan for the public hearings

Mayor Hayden pointed out that if there is a Charter election this fall, it would be two years before the Town can have another Charter election. He also pointed out that when the Charter Review Commission comes forward with their recommendations, Council will have the option 1) vote for any items they want to come forward on the ballot, 2) deny them, or 3) say at this time none of them rise to the point of having a Charter election.

E. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (<i>as written on the form</i>)
1.	Jeff Tasker, 3709 Sand Hurst	Roar 4 Change
2.	Jody Smith, 3705 Sarah Springs Trail	Children's Advocacy Center of Denton County

F. ANNOUNCEMENTS

Councilmember Gelbman announced that today is the 72nd anniversary of D Day and thanked all of the WWII Veterans who served our country. He also encouraged residents to view the photos on the memorial wall in Town Hall that pay tribute to the Town's fallen heroes.

Mayor Pro Tem Bryant expressed his appreciation for the Town's inaugural Memorial Day event (A Day to Remember).

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 6, 2016 BOOK 44 PAGE 3

Mayor Hayden announced a wheelchair basketball game that will take place on June 17th (6 – 9pm) at the Cross Timbers YMCA between Flower Mound's First Responders and Wounded Warriors hosted by Heritage Health Solutions.

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

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

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

- The impact rain has had on Town CIP projects
- Forest Vista reconstruction
- Heritage Park Phase III
- Twin Coves Park

2. Update and discussion on Economic Development projects.

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

- Giant Bicycles opening in Lakeside DFW
- The Courtyard Marriott foundation poured
- International Conference of Shopping Centers (ICSC) convention report

3. Update and discussion on town hall and library expansion.

Mr. Stathatos provided an update on the Town Hall and Library as follows:

- The plan is to update everyone, including the new councilmembers, relative to where we have been and the progress that has been made. He noted that the Mayor has been reaching out to the County elected officials and the TIRZ Board chair to refocus and move forward. The plan, based on the needs analysis that was done about two years ago, is to move forward with a new town hall, and the question is whether or not we retrofit the existing Town Hall and just add on to it or build new. He noted that when you look at the efficiencies it makes more sense from a financial standpoint to build new, but that is ultimately up to the Town Council.

Mayor Hayden pointed out he wanted it to be a permanent fixture on the agenda until there is either an up and down vote on this because it's been talked about for several years. He noted the funding sources for a Town Hall would be about \$13 - \$14 million, and for the Library portion of it (\$8 - \$10 million). He mentioned that a large portion of that money is for the current library, as it's been 17 or 18 years since the Library has been updated. He further added that when you look at the cost for the Library, a large portion of that is to give it a face lift. He stated my plan is, since the money will come from the TIRZ, I want to have a meeting with the community partners of Commissioners Andy Eads and Bobbie Mitchell. The next step will be to take it to the TIRZ Board, and assuming it passes, it will come to the Council.

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 6, 2016 BOOK 44 PAGE 4**4. Update and discussion on Farmer's Market.**

Mr. Woods gave an update on the Farmer's Market, noting the first one is scheduled for this Saturday, June 11th (9am – 2pm), and will be held every Saturday thereafter (weather permitting). He pointed out the public can go to the website of fourseasonsmarkets.com for a vendor list. He also pointed out it is not being operated by Town staff and it's a third party market manager that will be operating this market. The Town is conducting the permitting and helping to promote it.

Mr. Woods responded to questions from Council as follows:

- Will the structure remain up or be taken down at the end of each event

Other request for the Town Manager:

Councilmember Gelbman inquired about the Town's policy relating to allowing employees to carry guns while on the job or in Town vehicles.

Mayor Hayden requested staff look into what can be done to restore cell service in some areas of Town, particularly in the Lakeside District and Wichita Trail.

H. FUTURE AGENDA ITEMS

1. Mayor Hayden summarized the purpose of this item for the benefit of the newest Councilmembers.

I. COORDINATION OF CALENDARS

Mayor Hayden announced that the next regular Town Council meeting is scheduled for June 20th, and that the June 16th work session has been canceled.

There was also discussion about the July 22nd date for the Strategic Planning Session. After some discussion Mayor Hayden confirmed that the July 22 and 23 dates work for the Council.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 16, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on May 16, 2016.

2. Consider approval of an ordinance for the partial abandonment of an existing utility easement located along the west property line of 6104 Grand Meadow Lane.

RECOMMENDATION: Move to approve an ordinance vacating and abandoning the eastern 5.0 feet of the existing 15-foot utility easement located along the west property line of the of Lot 12, Block D, of the Grand Park Estates Addition, which lot is more commonly known as 6104 Grand Meadow Lane.

ORDINANCE NO. 28-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EASTERN 5.0 FEET OF THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED ALONG THE WEST PROPERTY LINE OF LOT 12, BLOCK D, OF GRAND PARK ESTATES ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, WHICH LOT IS MORE COMMONLY KNOWN AS 6104 GRAND MEADOW LANE; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; REQUIRING A HOLD HARMLESS AGREEMENT; AUTHORIZING THE TOWN SECRETARY TO FILE THE QUITCLAIM DEED AND HOLD HARMLESS AGREEMENT IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. Consider approval of a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase III project, in the amount of \$139,750.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase III project, in the amount of \$139,750.00; and authorization for the Mayor to execute same on behalf of the Town.

4. Consider a Waterline and Temporary Construction Easement with Lewisville Independent School District, to provide the Town a 15-Foot Water Line Easement and 15-Foot Temporary Construction Easement associated with the FM 2499 12-Inch Water Line Phase III project: and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Waterline and Temporary Construction Easement with Lewisville Independent School District, to provide the Town a 15-Foot Water Line Easement and 15-Foot Temporary Construction Easement associated with the FM 2499 12-Inch Water Line Phase III project: and authorization for the Mayor to execute same on behalf of the Town.

5. Consider approval of the purchase of traffic signal heads and parts, in the estimated annual amount of \$50,000.00, from McCain Inc, through a City of Grand Prairie contract.

RECOMMENDATION: Move to approve the purchase of traffic signal heads and parts, in the estimated annual amount of \$50,000.00, from McCain Inc, through a City of Grand Prairie contract.

Deputy Mayor Pro Tem Webb moved to approve by consent Items 1-5. 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.

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

6. Public Hearing to consider a request for rezoning (ZPD16-0004 –The Pines of Flower Mound) to amend Planned Development District No. 82 (PD-82) with Retail District-2 (R-2) uses, by amending the Development Standard(s) to amend the Comprehensive Sign Package, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Flower Mound Road and west of Gerault Road. ***(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)***

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photographs of the site
- Monument signs (nothing changing)
- Concept plan
- Proposed changes
 - o Dimensional standards
 - o Channel letters
 - o Signage to be allowed on the south side elevation of building 5 facing Gerault
- Characterized as a clean-up – function of changing the comprehensive sign package and not changing the signage
- No comments have been received

Applicant Presentation

Mr. Bill Hanks, Rosebriar Properties, 10017 Technology Blvd W, Dallas

Mr. Hanks provided background information about Rosebriar and clarification as to the changes.

Mr. Hanks responded to questions from Council as follows:

- Was Twelve Stones offered an opportunity to change their sign based on a past request, and if so, does what they have in mind need to be included with what is coming forward?

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Mayor Hayden opened the Public Hearing at 6:56 p.m. and no one spoke in support or opposition. Mayor Hayden closed the Public Hearing at 6:56 p.m.

Councilmember Gelbman moved to approve a request for rezoning (ZPD16-0004 –The Pines of Flower Mound) to amend Planned Development District No. 82 (PD-82) with Retail District-2 (R-2) uses, by amending the Development Standard(s) to amend the Comprehensive Sign Package, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Flower Mound Road and west of Gerault Road. Councilmember McDaniel seconded the motion.

ORDINANCE NO. 27-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 89-04, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 82 (PD-82), AND ORDINANCE NOS. 31-10, 08-14 AND 28-15, WHICH AMENDED THE COMPREHENSIVE SIGN PACKAGE FOR PD-82; BY REPLACING EXHIBIT "I," ENTITLED "COMPREHENSIVE SIGN PACKAGE," IN ITS ENTIRETY WITH A NEW EXHIBIT "I," ENTITLED "AMENDED AND RESTATED COMPREHENSIVE SIGN PACKAGE," FOR THE PINES OF FLOWER MOUND ADDITION, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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 Transportation Commission.

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council opted not to go into closed session for the purpose of discussing items (a.) and (d.) below.

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- 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**, and Town Council.
- d. Consultation with Attorney as follows:
 - 1. Official request for information

Mayor Hayden stated that the purpose of this item is to discuss a request by Councilmember Gelbman to receive information that was sent to the Attorney General's Office for Public Information Request (PIRs), and more specifically, "Everything that was sent on behalf of the town to the AG or any other government entity for censorship in the last 4 years, please remove all Social Security numbers, HIPPA related concern and/or names of minors".

Mayor Hayden pointed out that he was concerned about the use of the word censorship. He asked the Town Attorney to clarify if information is being sent to the Town Attorney's office to censor it from the residents.

Mr. Meredith clarified that they forward information to the Attorney General's Office for two different reasons. There are two categories of information that the law either mandates or permits the Town to withhold. Information that is subject to mandatory withholding typically carries with it a criminal offense if it's released publically. The other category of information is typically a strategic decision by the Town, based on liability concerns or otherwise, whether or not to seek permission to withhold that information. For instance, legal advice regarding pending litigation or strategy information, etc., is typically subject to discretionary withholding, and if the Town believes that the public release of legal strategy advice could be harmful to the Town in litigation. We typically will seek permission from the Attorney General's Office to withhold that information. Now information that is confidential by law, such as HIPPA information, driver's license plates, social security numbers, etc. – for that category of information we are required to send to the Attorney General's Office just for verification that it is indeed confidential by law, but the public release of that information would constitute a criminal offense.

Mayor Hayden asked Mr. Meredith if they would send anything to the Attorney General's Office with the intention of deliberately withholding information from the public.

Mr. Meredith replied he wouldn't characterize it that way. Essentially the motivation is 1) not to violate the law and 2) to safeguard the public trust

Mayor Hayden asked Councilmember Gelbman if that answers his questions.

Councilmember Gelbman replied that he didn't have any questions.

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Mayor Hayden stated that since the Town doesn't send anything to the AG for censorship then there would be no records responsive to his request.

Mr. Stathatos clarified that the Town doesn't censor.

Councilmember Gelbman indicated he will amend his request via email.

Mayor Hayden offered direction to staff that in the event Councilmember Gelbman sends an amended request, he would like it on the agenda at future meeting.

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

The Town Council did not convene into closed session for this item, therefore did not take any action.

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

The Town Council did not convene into closed session for this item, therefore did not take any action.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 7:02 p.m. on Monday, June 6, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

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DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: June 20, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2016; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 20, 2015, an agreement with Pattillo, Brown & Hill, L.L.P., was approved for one year with an option to renew, at the Town's discretion, for four additional one-year terms. This request is to exercise the first renewal option, and to approve the engagement letter with Pattillo, Brown & Hill, L.L.P., for the fiscal year ending September 30, 2016. Each year a new engagement letter is submitted outlining the rights and responsibilities of both the auditors and Town staff.

The Town Charter requires an independent annual audit to be made of the books and accounts of each and every department. Pattillo, Brown & Hill, L.L.P., has performed the audit for the fiscal year ending September 30, 2015.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$49,475

Proposed Expenditure:	Account Number(s):
\$49,475	100-650-51000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Engagement letter prepared by Pattillo, Brown & Hill, L.L.P.

RECOMMENDATION: Move to approve the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2016; and authorize the Mayor to execute same on behalf of the Town.



PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

May 30, 2016

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

Dear Town Council and Town Manager:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Flower Mound, Texas (the "Town"), as of September 30, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and OPEB related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis

WACO, TX
 401 West Highway 6
 Waco, Texas 76710
 254.772.4901
www.pbhpa.com

HOUSTON, TX
 281.671.6259

RIO GRANDE VALLEY, TX
 956.544.7778

TEMPLE, TX
 254.791.3460

ALBUQUERQUE, NM
 505.266.5904

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- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – General Fund
- Schedule of Town's Proportionate Share of the Net Pension Liability
- Schedule of Town's Contributions Texas Municipal Retirement System
- Schedule of OPEB Funding Progress and Contributions

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual & Nonmajor Fund Financial Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Town's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;

5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For maintaining adequate records, selections and applying accounting principles, and safeguarding assets; and
15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, such as preparation of the schedule of expenditures of federal awards, Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of you key personnel. We will plan the engagement based on the assumption that you personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 2016
Observe physical inventories	September 30, 2016
Mail confirmations	October 2016
Perform year-end audit procedures	January 2017
Issue audit reports	March 2017

John K. Manning is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Pattillo, Brown & Hill, L.L.P.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$49,475. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If you elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to various federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to management and Town Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;

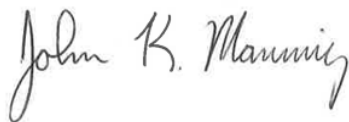
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.

A handwritten signature in cursive script that reads "John K. Manning".

John K. Manning, CPA

JKM/ad

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Town of Flower Mound, Texas by:

Name: _____

Title: _____

Date: _____

American Institute of
Certified Board Accountants

Mississippi Society of
Certified Public Accountants

An Independent Member of
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Jackson, MS 39211

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Jackson, MS 39236-6090

Phone: 601-987-4300
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SYSTEM REVIEW REPORT

August 29, 2013

**To the Partners of
Pattillo, Brown & Hill, L. L. P.
and the National Peer Review Committee**

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L. L. P.** has received a peer review rating of *pass*.


EUBANK, BETTS, HIRN, WOOD, PLLC



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: June 20, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of a resolution designating all funds collected and received through the Flower Mound Log Cabin Fund for the purpose of restoring the log cabin and maintaining the log cabin park.

BACKGROUND INFORMATION: The proposed resolution would designate all funds collected and received through the Flower Mound Log Cabin Fund for the purpose of restoring and maintaining the Log Cabin Park.

The Town purchased and received a property of historical significance on January 4, 2016, described as the Gibson-Grant Long Prairie Log Cabin Site. A memorandum of understanding (MOU) between Denton County and the Town of Flower Mound regarding the Gibson-Grant Long Prairie Log Cabin Site was executed in March 2016. The agreement with Denton County, through the staff of the Office of History and Culture, will provide the Town with assistance from Denton County professional staff with the restoration phase of the cabin and the interpretative phase of the project, including but not limited to educational programs, volunteer programs and identification of grants and sponsors.

A Special Revenue Fund has been created to collect donations and account for expenditures related to the restoration, maintenance, or repair of the cabin site and/or exhibits.

The Governmental Accounting Standards Board (GASB) sets the requirements for how public funds are accounted for and reported. In February 2009 GASB issued Statement No. 54, which alters the requirements for reporting fund balance. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

In order to comply with GASB Statement No. 54, the Town must classify the funds collected and received through the Flower Mound Log Cabin fund as restricted, committed, assigned, or unassigned. Accounting staff has determined that the appropriate designation for funds collected and received through the Flower Mound Log Cabin Fund is committed. The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Resolution

RECOMMENDATION: Move to approve a resolution designating all funds collected and received through the Flower Mound Log Cabin Fund for the purpose of restoring the log cabin and maintaining the log cabin park.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS DESIGNATING ALL FUNDS COLLECTED AND RECEIVED THROUGH THE FLOWER MOUND LOG CABIN FUND FOR THE PURPOSE OF THE RESTORING, MAINTAINING AND REPAIRING THE GIBSON-GRANT LONG PRAIRIE LOG CABIN SITE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound has acquired property of historic significance described as the Gibson-Grant Long Prairie Log Cabin Site; and

WHEREAS, a Special Revenue Fund has been created to collect donations and account for expenditures related to the restoration, maintenance, and repair of the cabin site (hereinafter "Flower Mound Log Cabin Fund"); and

WHEREAS, the Town Council of the Town of Flower Mound desires to designate all funds collected and received through the Flower Mound Log Cabin Fund for the purpose of restoring, maintaining and repairing the Gibson-Grant Long Prairie Log Cabin Site.

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

SECTION 1

All funds collected and received through the Flower Mound Log Cabin Fund are hereby designated for the purpose of restoring, maintaining and repairing the Gibson-Grant Long Prairie Log Cabin Site.

SECTION 2

This Resolution shall take effect from its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 20TH DAY OF JUNE, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: June 20, 2016

FROM: Kay Wilkinson, Budget & Grants Manager

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015, and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, No. 04-16, No. 09-16 and No. 13-16 for an adjustment to the General Fund and the Vehicle and Equipment Replacement Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the fifth proposed adjustment of the FY 2015-2016 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment increases expenditures by \$45,000 in the General Fund to reclassify the EMS Battalion Chief to Assistant Fire Chief/ EMS and add one FTE for a Police Officer. The reclassification of the EMS Battalion Chief to Assistant Fire Chief/ EMS is needed due to considerable growth in the Fire Department. This request will supplement the current administration with focused supervision over a division that provides significant service delivery to our citizens. With command experience in EMS, Fire and Emergency Management, the position will serve primarily as a command officer for the organization and can function autonomously in the absence of the Fire Chief. In addition, Police Services has requested an additional FTE for a Police Officer. This position will be responsible for assisting the public who walk into the Police Department with law enforcement service needs as well as other responsibilities in the division.

The budget amendment also appropriates \$626,000 in the Vehicle and Equipment Replacement Fund to purchase a concrete saw and a fire engine. The concrete saw was purchased in 2008 and is eligible for VERF replacement. The saw recently broke due to age and use. The cost to frequently rent a saw is more than the price of a new saw. The fire engine is a 2008 Pierce Saber (unit 503) with a top mounted pump panel. Numerous times over the last eight years we have replaced pump modules due to mechanical failure. On March 23, 2016 while pumping at a two alarm house fire in Flower Mound the pump completely failed while Firefighters were in the building fighting fire. Additionally, the engine has had electrical system issues, turbo charger replacements, foam system issues, instrument issues and other costly repairs. Fleet Services determined that continued maintenance and repair cost will cost the Town more than the value of the vehicle.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$671,000

Proposed Expenditure:	Account Number(s):
\$ 30,000	100-640-43500 Police Operating Services
15,000	100-660-60000 Fire and Emergency Services Administration
<u>626,000</u>	565-450-84500 Vehicle & Equipment Replacement
\$ 671,000	

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

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

ATTACHMENTS:

1. Ordinance

RECOMMENDATION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015, and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, No. 04-16, No. 09-16 and No. 13-16 for an adjustment to the General Fund and the Vehicle and Equipment Replacement Fund.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015, AND ENDING ON SEPTEMBER 30, 2016, AS ADOPTED BY ORDINANCE NO. 52-15 AND AMENDED BY ORDINANCE NO. 70-15, 04-16, 09-16 and 13-16, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING FOR PUBLICATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2015, and ending on September 30, 2016; and,

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

WHEREAS, said Annual Budget was amended by Ordinance No. 70-15 on December 21, 2015, Ordinance No. 04-16 on February 1, 2016, Ordinance No. 09-16 on February 15, 2016 and Ordinance No. 13-16 on March 21, 2016; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2015, and ending on September 30, 2016, as heretofore adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, No. 04-16, No. 09-16 and No. 13-16, is hereby amended to provide for adjustments to the General Fund and Vehicle and Equipment Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

ORDINANCE NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 20th DAY OF JUNE,
2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

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

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, expenditures will increase by \$45,000.00, from \$58,439,759.13 to \$58,484,759.13. Funds will be used to reclassify an EMS Battalion Chief to Assistant Fire Chief/ EMS and add one FTE for a Police Officer. The reclassification of the EMS Battalion Chief to Assistant Fire Chief/ EMS is needed due to the considerable growth in the Fire Department. This request will supplement the current administration with focused supervision over a division that provides significant service delivery to our citizens. With command experience in EMS, Fire and Emergency Management, the position will serve primarily as a command officer for the organization and can function autonomously in the absence of the Fire Chief. In addition, Police Services has requested an additional FTE for a Police Officer. This position will be responsible for assisting the public who walk into the Police Department with law enforcement service needs as well as other responsibilities in the division.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 1,255,710	\$ 1,952,210.00	\$ 1,952,210.00	\$ -
Legislative Services	455,085	455,085.00	455,085.00	-
Development Services	2,083,806	2,083,806.00	2,083,806.00	-
Community Services	8,670,620	8,709,850.00	8,709,850.00	-
Police Services	12,864,270	12,866,770.20	12,896,770.20	30,000
Financial Services	3,387,266	3,387,266.00	3,387,266.00	-
Administrative Services	5,452,736	5,769,602.03	5,769,602.03	-
Fire and Emergency Services	12,175,447	12,414,527.90	12,429,527.90	15,000
Community Relations	765,992	765,992.00	765,992.00	-
Non-Departmental Services	3,268,797	3,723,797.00	3,723,797.00	-
Public Works	4,668,701	4,895,848.00	4,895,848.00	-
Environmental Services	1,415,005	1,415,005.00	1,415,005.00	-
Total	\$ 56,463,435	\$ 58,439,759.13	\$ 58,484,759.13	\$ 45,000

ORDINANCE NO. _____

**REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND
APPROPRIATION:**

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$626,000, from \$705,000 to \$1,331,000. Funds will be used to purchase a concrete saw and a fire engine. The concrete saw was purchased in 2008 and is eligible for VERF replacement. The saw recently broke due to age and use. The cost to frequently rent a saw is more than the price of a new saw. The fire engine is a 2008 Pierce Saber (unit 503) with a top mounted pump panel. Numerous times over the last eight years we have replaced pump modules due to mechanical failure. On March 23, 2016 while pumping at a two alarm house fire in Flower Mound the pump completely failed while Firefighters were in the building fighting fire. Additionally, the engine has had electrical system issues, turbo charger replacements, foam system issues, instrument issues and other costly repairs. Fleet Services determined that continued maintenance and repair cost will cost the Town more than the value of the vehicle.

<u>Vehicle & Equipment Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Vehicles & Equipment	\$ 705,000	\$ 705,000	\$ 1,331,000	\$ 626,000
Total	\$ 705,000	\$ 705,000	\$ 1,331,000	\$ 626,000



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: June 20, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: Consider approval of an ordinance adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.

BACKGROUND INFORMATION: The Town, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the Town's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

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

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

ATTACHMENTS:

1. Ordinance

RECOMMENDATION: Move to approve an ordinance adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the Town Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just

and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the Town Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy

Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Secretary

Town Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION****RRC Tariff No:**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

[illegible]

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: June 20, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: Consider approval of the first reading of an ordinance granting to a non-exclusive electric franchise to Oncor Electric Delivery Company LLC; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: The proposed ordinance will extend the existing electric franchise with Oncor Electric Delivery Company LLC. The original electric franchise agreement was passed on April 12, 1961. On August 7, 2006 Council approved an extension for the agreement that expired on March 31, 2016. After months of negotiations, Town staff and Oncor representatives have arrived at a mutually agreeable franchise. The final payment under this franchise agreement is due on or before January 1, 2036.

The original franchise fee factor calculated for the Town in 2002 was 0.003031 (the Base Factor) multiplied by each kilowatt hour of electricity delivered by Oncor Electric Delivery Company LLC to each retail customer whose consuming facility's point of delivery is located within the Town's municipal boundaries. In 2006 the factor was increased to 0.003183 (the Current Factor). However, should the Public Utility Commission of Texas at any time disallow Oncor's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003031 and all future payments will be made using the Base Factor. The Town will also receive a sum equal to four percent of gross revenues received by Oncor Electric Delivery Company LLC from services identified as discretionary service charges.

Per the Town Charter, franchise ordinances must be considered at two readings of regularly scheduled meetings of the Town Council. This is the first reading. The second reading is scheduled for July 18, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Electric Franchise Fees

Proposed Receipts/Collections:	Account Number(s):
Estimated revenues for FY15-16: \$890,000	100-4122

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

DW

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

ATTACHMENTS:

1. Oncor Franchise Agreement

RECOMMENDATION: Move to approve the first reading of an ordinance granting a non-exclusive electric franchise to Oncor Electric Delivery Company LLC; and authorization for the Mayor to execute the same on behalf of the Town.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND OTHER PUBLIC PROPERTY (PUBLIC RIGHTS-OF-WAY) OF FLOWER MOUND, TEXAS, PROVIDING FOR THE REPEAL OF ALL PRIOR FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

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

SECTION 1
GRANT OF AUTHORITY

A. The Town of Flower Mound, Texas ("Town") hereby grants to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways, and other public property ("Public Rights-of-Way") of Flower Mound, electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines solely for Company's own use), for the purpose of delivering electricity to the Town, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 10, subject to this consent by the Town in accordance with Texas Utilities Code, Section 181.043 and in accordance with the Public Utility Regulatory Act (PURA) and all other applicable laws, rules, and regulations.

B. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain its system facilities within the Public Rights-of-Way of the Town. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, other state, local, or federal laws, rules or regulations, or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the Town, that Company believes is in violation of any federal, state, or local laws, rules or regulations. The Town shall provide Company notice and opportunity to review and comment upon proposed ordinances relating to the Public Rights-of-Way.

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C. This Franchise does not grant to the Company the right, privilege or authority to engage in any other activities within the Town other than as specified in this Franchise.

SECTION 2

USE OF PUBLIC RIGHTS-OF-WAY

A. The poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

B. Company shall, except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that do not involve any of the following (a) cutting or breaking of pavement or (b) closure of traffic lane for longer than 24 hours or (c) boring or (d) excavation greater than 100 cubic feet or (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way or (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole or (v) installation of aerial lines on less than 11 existing poles or installation of aerial lines on less than 11 new poles, provide Town reasonable advance notice, and obtain a permit, (if required by Town Ordinance), prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the Town's enactment of any ordinance providing the contrary. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electrical Safety Code or such comparable standards as may be adopted, and in a good and workmanlike manner.

C. The Town retains the right to make visual, non-invasive inspections of the Company's facilities and upon reasonable notice and request, to require the Company to make available for inspection available records or data to demonstrate its current compliance with the terms of this Franchise.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the Town Manager or the Town Manger's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the Town's permitting process (if required by Town Ordinance). In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of Town or other Public Rights-of-Way users which exist or have been authorized by the Town, the Manager shall resolve the conflict and determine the location of the respective facilities within the Town's Public Rights-of-Way. To avoid a facilities location conflict, the Manager will designate a reasonable alternate location within the Town's Public Rights-of-Way for Company's facilities if a reasonable alternate location exists. The Company will use reasonable efforts to work with the Town to avoid installing its facilities in park or Town property other than utility easements or street,

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alley, or highway Right-of-Way. Company has the right to request Town Council review of this or any actions concerning Company's use of the Public Rights-of-Way. Company also has the right to request review of any Town action by any court or regulatory agency having jurisdiction.

E. The Company shall restore at the Company's expense, all work within the Town Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by Town and Company. If Town or Company believe that there are extenuating circumstances that do not allow for restoration of all work within the Town Rights-of-Way to a condition equally as good as it was immediately prior to being disturbed by Company, Town and Company will negotiate an alternative restoration plan (in writing) to remedy the situation. Absent an agreement to an alternative restoration plan, either party has a right to request review of the matter by any court or regulatory agency having jurisdiction.

F. Company shall cooperate with the Town in providing information regarding the location of current and future overhead and underground wires and poles within Town's Public Rights-of-Way. Reproducible copies of maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the Town upon reasonable request, if available. The maps shall be provided in electronic digital format, if available.

SECTION 3

RELOCATION AND ABANDONMENT

The Town reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements or to do and permit to be done any underground or overhead work that Town in its sole discretion determines may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The Town also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like.

Upon request by Town, Company shall relocate its facilities at the expense of the Town except as otherwise required by Section 37.101(c) of PURA, which statutory provision currently states the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. Town and Company further agree that widening and straightening of a street includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the Town shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way of the street.

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If the Town requires the Company to adapt or conform its Facilities, or in any manner to alter, relocate, or change its Facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities.

If Town abandons any Public Rights-of-Way in which Company has facilities such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4 **INDEMNIFICATION**

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the Town, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of, or occasioned by the intentional and/or negligent acts or omissions of the Company or any of its officers, agents, or employees, in connection with Company's construction, maintenance and operation of Company's System in the Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the Town, or the Town's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the Town.

C. In the event of joint and concurrent negligence or fault of both the Company and the Town, responsibility and indemnity, if any, shall be apportioned comparatively between the Town and Company in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the

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Town under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the Town, responsibility for all costs of defense shall be apportioned between the Town and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify Town, Company shall have the right to select defense counsel, subject to Town's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of Town's written notice that Town is invoking its right to indemnification under this Franchise. If Company fails to retain Counsel within such time period, Town shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by Town, except as otherwise provided in Section 4.B and 4.C.

SECTION 5 **LIABILITY INSURANCE**

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
 - (1) Products/completed operations to be maintained for the warranty period.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the Town with a waiver of subrogation for worker's compensation claims.

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- D. Company must name the Town, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, employees and volunteers, as an additional insureds under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the Town is an additional insured.
- E. Coverages required to be maintained under Sections 5.A, 5.B., and 5.C. shall include a waiver of subrogation in favor of the Town, its officers, agents and employees.
- F. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter as applicable insurance coverages renew. Company will not be required to furnish separate proof when applying for permits.

SECTION 6 **NON-EXCLUSIVITY**

This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the Town from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation

SECTION 7 **CONSIDERATION**

In consideration of the grant of said right, privilege and franchise by the Town and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the Town may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the Town is

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authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the Town the following:

- A. A final quarterly payment was made on or before January 1, 2016 for the basis period of August 1, 2015 through October 31, 2015 and the privilege period of October 1, 2016 through December 31, 2016 in accordance with the provisions in the previous franchise.
- B. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the Town in 2002 was 0.003031 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the Town's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and Town the franchise fee factor was increased to a franchise fee factor of 0.003183 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the Town's municipal boundaries on an quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003031 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

1. Company shall make quarterly pre-pay payments as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period</u> <u>(Following Year)</u>
April 1	Nov. 1 – Jan. 31	Jan. 1 – Mar. 31
July 1	Feb 1 – Apr. 30	Apr. 1 – Jun. 30
October 1	May 1 – Jul. 31	Jul. 1 – Sept. 30
January 1	Aug.1 – Oct. 31	Oct. 1 – Dec. 31

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2. The first quarterly payment hereunder shall be due and payable on or before April 1, 2016, and will cover the basis period of November 1, 2015 through January 31, 2016 and the privilege period of January 1, 2017 through March 31, 2017. If this Franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this Franchise is due on or before January 1, 2036 and covers the basis period of August 1, 2035 through October 31, 2035 and the privilege period of October 1, 2036 through December 31, 2036.
 3. After the final payment date of January 1, 2036, Company may continue to make additional quarterly payments in accordance with the above schedule. Town acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.
- C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by Town, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.
1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 7C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April, 30 2016 and will be based on the calendar year January 1 through December 31, 2015. The final Discretionary Service Charge franchise fee amount will be paid on or

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before April 30, 2037 and will be based on the calendar year of January 1 through December 31, 2036.

3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. Town agrees (i) to the extent the Town acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the Town intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the Town will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the Town has intervened, the Town will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
 5. Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
 6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.
- D. With each payment of compensation required by Section 7.B, Company shall furnish to Town a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by the Company to retail customers whose consuming facility's point of delivery is located within the Town's municipal boundaries, and the privilege period covered by the payment. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.
- E. With each payment of compensation required by Section 7.C, Company shall furnish to the Town a statement reflecting the total amount of gross revenues received by Company within the Town's municipal boundaries for services identified in its Tariff, Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.

SECTION 8
MOST FAVORED NATIONS

A. This Section 8 applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the Town, would result in a greater amount of franchise fees owed the Town than under this Franchise Agreement.

B. In the event of an occurrence as described in Section 8 hereof, Town shall have the option to:

1. Have Company select, within 30 days of the Town's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
2. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Section 8.B.1. In no event shall Town be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Section 8.B.1.

C. Town may not exercise the option provided in Section 8 if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or Town Charter.

D. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to Town's exercise of its option under Section 8, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to Section 8, and the terms of the Franchise shall immediately revert to those in place prior to Town's exercise of its option under Section 8.

E. Notwithstanding any other provision of this franchise, should the Town exercise the option provided in Section 8.B, and then adopt any rule, regulation, ordinance, law, Code, or Town Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to Section 8.B, then Company shall have the right to cancel all of the modifications to this

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franchise made pursuant to Section 8 and, effective as of the date of the Town's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to the Town's exercise of its option under Section 8.

F. The provisions of Section 8 apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of Section 8 do not apply to differences in the franchise fee factor that result from the application of the methodology set out in Section 33.008(b) of PURA or a successor methodology.

SECTION 9

RECORDS AND REPORTS

- A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the Town under this Franchise.
- B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the Town may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The Town may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the Town to ascertain the correctness of the reports agreed to be filed herein.
- C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the Town may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the Town therefore.
 - 1. If as the result of any Town audit, Company is refunded/credited for an overpayment, or pays the Town for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the payment terms established in Section 7.
- D. The Company shall assist the Town in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.
- E. The Town agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law if Company identifies the information as non-public prior to providing the information to Town. Town shall not be liable to Company for the release of any information the Town is required by law to release. Town shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the Town receives a request under the Texas Public Information Act that includes information Company has identified as Company's proprietary information, Town

will notify the Texas Attorney General of the proprietary nature of the document(s). The Town also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the Town to withhold the information.

- F. If either party discovers that the Company has either overpaid the Town or failed to pay the entire or correct amount of compensation due the Town, the correct amount shall be mutually determined by the Town and Company and shall be paid by the responsible party within thirty (30) calendar days of such mutual determination. Such underpayments or overpayments shall include interest calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003. Any overpayment to the Town by Company through error or otherwise, will, at the option of the Town, either be refunded within thirty (30) days of the mutual determination or be offset against the next payment due from Company. If neither party can mutually agree on either the underpayment due the Town or an overpayment due the Company, both the Town and Company may seek any other rights and remedies provided by law or in equity. Acceptance by the Town or Company of any payment due under this Section shall not be deemed to be a waiver by the Town or Company of any breach of this Franchise, nor shall the acceptance by the Town or Company of any such payments preclude the Town or Company from later establishing that a larger amount was actually due or from collecting any balance due.

SECTION 10 **TERM**

This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the Town Secretary within sixty (60) days after final passage and approval by the Town hereof but not prior to thirty (30) days after passage by Town. The right, privilege and franchise granted hereby shall expire on December 31, 2036 provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 11 **REPEALER CLAUSE**

This Ordinance shall supersede any and all other franchises granted by the Town to Company its predecessors and assigns, provided the parties agree any claim, action or complaint by either party that arose under or pursuant to any such previous franchise ordinance shall be preserved and saved from repeal, subject to all applicable statutes of limitations.

SECTION 12
DEFAULT, REMEDIES, TERMINATION

- A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:
1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
 2. Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.
- B. Uncured Events of Default.
1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to Town, Company shall have thirty (30) calendar days from receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies provided for in Section 12.C.
 2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to Town, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the Town) from receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies provided for in Section 12.C.
 3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle Town to exercise the remedies provided for in Section 12.C.
- C. Remedies. The Town shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 12.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the Town may specify in such notice, either cure such alleged failure or in a written response to the Town either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, Town shall be entitled to exercise any and all of the following cumulative remedies:

ORDINANCE NO. ____

1. The commencement of an action against Company at law for monetary damages.
 2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
 3. The termination of this Franchise.
- D. The rights and remedies of Town and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. Town and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by Town of any one or more of such remedies shall not preclude the exercise by Town, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, Town shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.
- E. Termination. In accordance with the provisions of Section 12.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. Town shall notify Company in writing at least fifteen (15) business days in advance of the Town Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the Town Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the Town Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the Town Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The Town recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.
- F. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. Town and Company agree that any lawsuit between the Town and the Company concerning this Ordinance will be filed in the state of Texas. Nothing in this Ordinance shall prohibit the Town from filing an action related to this Ordinance in Tarrant County, Texas.

ORDINANCE NO. ____

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SECTION 13
NOTICES

Notices, reports or demands required to be given under this franchise shall be deemed to be given when delivered in writing, whether by email (with proof of delivery) or personally to the person designated below, or when five days have elapsed after it is deposited in the United States Mail with registered or certified mail postage prepaid to the person designated below, or on the next business day if sent by Express Mail or overnight air courier addressed to the person designated below:

If to Town:

If to the Company:

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

Regulatory Affairs
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th floor
Dallas, Texas 75202-1234

SECTION 14
SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or agency of competent jurisdiction, such portion shall be deemed a separate provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION 15
PUBLIC NOTICE

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by the Town, all as required by law.

SECTION 16
PUBLICATION

The Town Secretary will, after its passage, publish the full text of this Ordinance in the official Town newspaper once each week for two consecutive weeks, at the expense of Company.

DULY PASSED AND APPROVED ON THE 1st VOTE BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____ ON this ____ day of _____, 2016.

DULY PASSED AND APPROVED ON THE 2ND AND FINAL VOTE BY THE TOWN

ORDINANCE NO. ____

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**COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO
____ ON this ____ day of _____, 2016.**

APPROVED:

Thomas E. Haden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALLITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: June 20, 2016

FROM: Rochelle Ragas, Purchasing Manager

ITEM: 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 \$595,137.00; 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 Velocity PUC Pumper truck, in the amount of \$595,137. Siddons-Martin Emergency Group is offering a pre-payment discount and a trade-in allowance. 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):	(\$ 10,356)
Pre-Payment Discount:	<u>(\$ 11,686)</u>
Sub-Total with Discounts:	\$ 593,137
H-GAC FS12-15	\$ 2,000
TOTAL	\$ 595,137

Delivery is expected within 8 months after the receipt of order. The unit to be replaced is a 1998 Pierce Saber Pumper truck. The Vehicle Equipment Replacement Committee recommended replacing this unit based on excessive maintenance issues. These issues and others create significant unit down time. The unit to be replaced is a 1998 Pierce puc/Arrow XT pumper (Unit No. 6300-27(#503)).

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: \$595,137.00

Proposed Expenditure:	Account Number(s):
\$595,137.00	565-450-84500-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal from Siddons-Martin Emergency Group

RECOMMENDATION: Move to approve 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 \$595,137.00; and authorization for the Mayor to execute same on behalf of the Town.



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

May 25, 2016

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

Proposal for 2017 PUC Pumper

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
300205-594 2017 Velocity PUC pumper Pierce, Velocity, Pumper, PUC, ISL9 450, 750 gal, PUC 1500 Price guaranteed for 30 days. Delivery within 7.5-8.5 months of order date. A warranty term of 12 months is included.	
	Vehicle Price \$ 739,799.00
Chassis Prepay Discount (\$ 10,356.00). \$ 345,221.00 due with order.	Prepay Discount (\$ 10,356.00)
Full Prepay Discount (\$ 11,686.00). Total amount due with order.	Prepay Discount (\$ 11,686.00)
	Trade-In (\$ 124,620.00)
	SUB TOTAL \$ 593,137.00
	H-GAC FS12-15 \$ 2,000.00
	TOTAL \$ 595,137.00

Additional. Prepayment balance of \$595137 is due by June 30th. The truck for trade in shall be turned over to Siddons-Martin after delivery and inspection of the new vehicle. The truck shall have all regular maintenance performed during usage. Any damage or accidents to the vehicle shall be subject to inspection and may result in a value less than what was originally offered.

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.

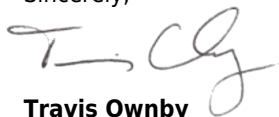
Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (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. 8

CONSENT ITEM

DATE: June 20, 2016

FROM: Dean Harden, Fire Marshal 

ITEM: Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the International Fire Code, 2015 edition and local amendments thereto.

BACKGROUND INFORMATION: This ordinance updates the fire code adopted by the Town from the 2012 International Fire Code to the 2015 International Fire Code and adopts local amendments to the same. This code was reviewed for adoption as a joint effort between the Fire Department and the Building Inspection Division. This joint review is necessary since the fire codes and building codes are designed to work in concert with each other.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Fire Prevention and Protection Ordinance

RECOMMENDATION: Move to approve an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the *International Fire Code*, 2015 edition and local amendments thereto.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 38 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION" TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL FIRE CODE, 2015 EDITION AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the *International Code Council* (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes") and the *International Fire Code* has been prepared by the ICC and reviewed by the North Central Texas Council of Governments (NCTCOG) and by Town staff; and,

WHEREAS, the current fire prevention code in the Town is the 2012 edition of the International Fire Code, and the Town's fire prevention code should be updated to the most current published fire prevention code available; and,

WHEREAS, the 2015 edition of the International Fire Code is the most current published code available that establishes provisions to permit and control all outside activities or processes that can cause a fire to start and allows citizens to burn, cook, and work outdoors with their safety, and the safety of their neighbors, in mind and addresses general design, construction, and fire safety aspects of all structures in the Town; and,

WHEREAS, the Town Council has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2015 edition of the International Fire Code and has determined that this will promote the public health, safety, and welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs to the Town of Flower Mound;

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

SECTION 1

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

ORDINANCE NO. _____

SECTION 2

From and after the effective date of this Ordinance, Section 38-1 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "*International Fire Code Adopted*," is hereby deleted and replaced with the following provision:

"Sec. 38-1. *International Fire Code Adopted*.

The *International Fire Code*, 2015 edition, including Appendix chapters A-G, copies of which are on file in the office of the Town Secretary, are hereby adopted and designated as the Fire Code of the Town, the same as though the provisions of the *International Fire Code*, 2015 edition, were copied at length in this section, subject to the deletions, amendments and additions provided in Section 38-2."

SECTION 3

From and after the effective date of this Ordinance, Section 38-2 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Amendments to International Fire Code," is hereby deleted and replaced with the following provision:

"**Sec. 38-2. Amendments to *International Fire Code*, 2015 edition.**

The *International Fire Code*, 2015 edition, is hereby amended by amending only the enumerated sections and provisions as follows, and all sections and provisions not expressly amended shall remain in full force and effect:

- (a) Section 101.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the Fire Code of the Town of Flower Mound, herein after referred to as "this code."

- (b) Section 102.1 of the *International Fire Code*, 2015 edition, is hereby amended to change subparagraph 3 to read as follows and add a new subparagraph number 5 as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.
5. The provisions of this code apply to buildings built under the IRC and the IBC.

- (c) Section 102.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 102.4. Application of other codes. The design and construction

of new structures shall comply with this code, and other codes as applicable, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the International Building Code, shall be made in accordance therewith.

- (d) Section 103 of the *International Fire Code*, 2015 edition, is hereby amended by revising the title of said section to read as follows:

Section 103. FIRE PREVENTION DIVISION

- (e) Section 103.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 103.1. General. The fire prevention division is established within the jurisdiction under the direction of the Fire Marshal. The function of the division shall be the implementation, administration and enforcement of the provisions of this code.

- (f) Section 103.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 103.2. Appointment. The Fire Marshal shall be appointed by the Fire Chief of the Town of Flower Mound on the basis of proper qualification.

- (g) Section 104.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph to read as follows:

Under the Fire Chief's direction, the fire department is authorized to enforce all ordinances of the Town pertaining to:

1. the prevention of fires;
2. the suppression or extinguishment of dangerous or hazardous fires;
3. the storage, use, and handling of hazardous materials;
4. the installation and maintenance of automatic, manual and other private fire alarm systems and fire-extinguishing equipment;
5. the maintenance and regulation of fire escapes;
6. the elimination of fire hazards on land and in buildings, structures and other property, including those under construction;
7. the maintenance of means of ingress and egress;
8. the investigation of the cause, origin and circumstances of fire and

unauthorized releases of hazardous materials; and

9. the investigation of the cause, origin and circumstances of explosions.

- (h) Section 105.3.1 of the International Fire Code, 2015 edition, is hereby amended by inserting the following language immediately following the first full sentence of such section to read as follows:

Section 105.3.1. Expiration. Operational permits shall be renewed on an annual basis. Expiration shall be on December 31st of the current year.

- (i) Section 105.3.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 105.3.3. Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

- (j) Section 105.6 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 105.6. Required operational permits. The Fire Code Official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.48.

- (k) Section 105.7 of the *International Fire Code*, 2015 edition, is hereby amended by adding a new Section 105.7.14 to read as follows:

Section 105.7.14. Smoke control or exhaust systems. Construction permits are required for installation of or alteration to smoke control or smoke exhaust systems as specified in Section 909 and Section 910 respectively. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

- (l) Section 105.7 of the *International Fire Code*, 2015 edition, is hereby amended by adding a new Section 105.7.19 to read as follows:

Section 105.7.19. Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Section 503 and Section 1010. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not

considered a modification and does not require a permit.

- (m) Section 105.7 of the International Fire Code, 2015 edition, is hereby amended by adding a new Section 105.7.20 to read as follows:

Section 105.7.20. Smoke control or exhaust systems. Construction permits are required for smoke control or exhaust systems as specified in Section 909 and Section 910 respectively. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

- (n) Section 106.2.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 106.2.1. Inspections request. It shall be the duty of the permit holder or his duly authorized agent to notify the Fire Marshal when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. The permit holder shall schedule all necessary inspections at least 48 hours in advance. If the inspection fails to pass and a return inspection is necessary the return inspection shall constitute a re-inspection, and an additional fee will be assessed on the second re-inspection and each subsequent re-inspection in accordance to Appendix A, Re-inspection fee schedule.

- (o) Section 109.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 109.4. Violation penalties. Persons who violate a provision of this code, fail to comply with any of the requirements thereof, or erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the Fire Marshal, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor offense, punishable by a fine of not more than \$2,000.00 for each offense. Each day that a violation exists or continues shall be deemed a separate offense and shall be punishable as such.

- (p) Section 202 of the *International Fire Code*, 2015 edition, is hereby amended, in part, to add to and revise the existing definitions contained in Section 202 by inserting or amending the following definitions, in alphabetical order:

ADDRESSABLE FIRE DETECTION SYSTEM - Any system capable of providing identification of each individual alarm - initiating device. The identification shall be in plain English and as descriptive as possible to specifically identify the location of the device in alarm. The system shall

have the capability of alarm verification.

AMBULATORY CARE FACILITY - Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ANALOG INTELLIGENT ADDRESSABLE FIRE DETECTION SYSTEM -

Any system capable of calculating a change in value by directly measurable quantities (voltage, resistance, etc.) at the sensing point. The physical analog may be conducted at the sensing point or at the main control panel. The systems shall be capable of compensating for long-term changes in sensor response while maintaining a constant sensitivity. The compensation shall have a preset point at which a detector maintenance signal shall be transmitted to the control panel. The sensor shall remain capable of detecting and transmitting an alarm while in maintenance alert. FIRE CODE OFFICIAL is the Fire Marshal or other designated authority appointed by the Fire Chief with the duties of administration and enforcement of the code, or a duly authorized representative.

ATRIUM - An opening connecting three or more stories... *{remaining text unchanged}*.

BONFIRE is a large outdoor fire utilized for recreational or ceremonial purposes.

DEFEND IN PLACE - A method of emergency response that engages building **components** and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE CODE OFFICIAL - the Fire Marshal or other designated authority appointed by the Fire Chief with the duties of administration and enforcement of the code, or a duly authorized representative.

FIRE DEPARTMENT - the Town of Flower Mound Fire and Emergency Services Department.

FIRE PREVENTION DIVISION - a division within the Town's Department of Fire and Emergency Services.

ORDINANCE NO. _____

FIRE WATCH - A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

FIREWORKS - Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein. ... *{remainder of text unchanged}*.

HIGH-PILED COMBUSTIBLE STORAGE - add a second paragraph to read as follows: Any building classified as a group S Occupancy or Speculative Building exceeding 5,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height

HIGH-RISE BUILDING - A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

JURISDICTION - is the Town of Flower Mound, Texas.

REPAIR GARAGE - A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair, or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY - Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL - Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM - A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an

ORDINANCE NO. _____

- existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

- (q) Section 301.1 of the *International Fire Code* 2015 edition, is hereby amended to read as follows:

Section 301.1. Scope. The provisions of this chapter shall govern the occupancy and maintenance of all structures, premises, and property for precautions against fire and the spread of fire.

- (r) Section 302.1 of the *International Fire Code*, 2015 edition, is hereby amended, in part, to add to and revise the existing definitions contained in Section 302.1 by inserting the following definitions, in alphabetical order:

BONFIRE is a large outdoor fire utilized for recreational or ceremonial purposes.

INCINERATOR BURNING shall be defined as the burning of natural materials within an enclosed combustion chamber constructed of brick, concrete, hollow tile, metal or other fire resistive material and shall be equipped with a spark arrestor.

- (s) Section 305 of the *International Fire Code* 2015 edition, is hereby amended to add a new Section 305.6 and Section 305.6.1 to read as follows:

Section 305.6 Outdoor welding. All welding processes within the Town of Flower Mound shall require an operational permit as established in Section 105.6. A 30 foot radius shall be established that is free of all combustible materials. A fire watch shall be established. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as a water barrel, garden hose or water truck with a ready water supply, shall be available for immediate utilization.

Section 305.6.1. Weather conditions. Outdoor welding shall not be performed when the wind speed is 15 miles per hour (mph) or

greater. The relative humidity at the time work is being performed must be 25 percent or higher.

- (t) Section 305 of the *International Fire Code* 2015 edition, is hereby amended to add a new Section 305.7 read as follows:

Section 305.7. Outdoor fire pits. All fire pits shall be constructed in a manner consistent with good engineering and construction practices. The fire pit shall not be installed within 10 feet of adjoining property lines, 15 feet from a residence and 10 feet from other combustible materials. The maximum diameter of a fire pit shall be 3 feet, unless approved by the Fire Marshal.

Exception: Natural gas fueled fire pits may be installed closer than 15' from residence if approved by the Fire Code Official.

- (u) Section 307.1.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 307.1.1 Prohibited Open Burning. Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

- (v) Section 307.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

- (w) Section 307.2 of the *International Fire Code*, 2015 edition, is hereby amended by adding a new Section 307.2.2 to read as follows:

Section 307.2.2. Permit timelines. Open burning permits shall be in

effect for a period of two weeks from the date of issuance. A two week extension may be obtained by requesting the permit time be extended prior to the expiration date of the then existing permit. For a tract of land, under common ownership, of 40 acres or larger; the permit shall be in effect for a period of one month. An extension of one month for a 40 acre tract of land may be obtained by requesting the permit time to be extended prior to the permit expiring.

Recreational burn permits shall be in effect for the time specified on the permit not to exceed one week.

Incinerator permits shall last 90 days from the date of issuance and an extension of 90 days may be obtained by requesting an extension prior to the expiration date.

- (x) Section 307.3. of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 307.3 Extinguishment Authority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible, or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

- (y) Section 307.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 307.4. Location. The location for open burning shall be not less than 500 feet from any structure, provisions shall be made to prevent the fire from spreading to within 500 feet of any structure, other combustible, or property lines and conditions which could cause a fire to spread within 500 feet of a structure shall be eliminated prior to the issuance of the permit. The size of any burn pile shall not exceed 5 feet in diameter and 5 feet in height.

Exception: Fires in approved incinerators that are not less than 20 feet from a structure or other combustible materials.

- (z) Section 307.4.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 307.4.1. Bonfires. A bonfire shall not be conducted within the Town's corporate limits.

- (aa) Section 307.4.3, of the *International Fire Code*, 2015 edition, is hereby amended to add exception #2 to read as follows:

Exceptions:

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

(bb) Section 307.4 of the *International Fire Code, 2015* edition, is hereby amended to add Sections 307.4.4 and 307.4.5 and 307.4.6 to read as follows:

Section 307.4.4. Permanent outdoor fire pit. Permanently installed outdoor fire pits for recreational fire purposes shall not be installed within 10 feet of structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

Section 307.4.5. Trench burns: Shall not be allowed in The Town of Flower Mound.

Section 307.4.6. Incinerator fires. A fire within an incinerator shall not be conducted within 20 feet of a structure or other combustible material. Conditions which could cause a fire to spread within 20 feet of a structure or other combustible material shall be eliminated prior to ignition. Burning in an incinerator shall not be permitted on lots or tracts of land less than two acres in size. Fire must be entirely contained within the approved container with a spark arrestor in place at all times.

(cc) Section 307.5 of the *International Fire Code, 2015* edition, is hereby amended to read as follows:

Section 307.5. Attendance. Open burning, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... *{remainder of section unchanged}*.

(dd) Section 307 of the International Fire Code, 2015 edition, is hereby amended to add a new Section 307.6 to read as follows:

Section 307.6. Burn Ban. If it is determined that atmospheric conditions i.e. ozone action days, extended drought, or other conditions exist that make it necessary to limit outdoor processes which may cause a fire, a burn ban can be instituted. The Fire Chief or his authorized representative under an executive order shall issue an emergency declaration instituting a burn ban for all properties within the Town of Flower Mound. The burn ban shall prohibit all outdoor activities and/or processes that may start a fire. Such outdoor activities and/or processes shall include but are not limited to: open burning, incinerator burning, recreational burning, outdoor welding, outside use of torches or other cutting devices that emit sparks, charcoal grills,

fireworks, and outdoor fireplaces or fire pits.

- (ee) Section 307 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 307.7 to read as follows:

Section 307.7. Posting a declaration of a burn ban. The emergency declaration specified in section 307.6 shall be posted or published in the following locations:

- Official Town of Flower Mound Newspaper
- Town of Flower Mound web-site
- Bulletin boards at all Town of Flower Mound facilities

- (ff) Section 307 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 307.8 to read as follows:

Section 307.8. Violation. Persons who violate a burn ban by igniting a fire, engaging in one of the prohibited activities or allowing a prohibited activity to be carried out on property under his or her control shall be guilty of a misdemeanor offense, punishable by a fine of not less than \$500.00 or more than \$2,000.00 for each offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (gg) Section 308.1.4; of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

308.1.4 Open-flame Cooking Devices. Open-flame cooking devices, charcoal grills, and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs. (5 containers).
2. Where buildings, balconies, and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

- (hh) Section 308.1.6.2, of the *International Fire Code*, 2015 edition, is

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hereby amended to change Exception number 3 to read as follows:

Exceptions: 3. Torches or flame-producing devices in accordance with Section 308.1.3.

- (ii) Section 308.1.6.3; of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 308.1.6.3 Sky Lanterns. A person shall not release or cause to be released any unmanned free-floating devices containing an open flame or other heat source, such as, but not limited to, a sky lantern.

- (jj) Section 311.5. of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, as required by Sections 311.5.1 through 311.5.5.

- (kk) Section 401 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 401.9 to read as follows:

Section 401.9. False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

- (ll) Section 403.5 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 403.5 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

- (mm) Section 404.2.2; the *International Fire Code*, 2015 edition, is hereby amended to add a new subsection 4.10 to read as follows:

4.10 Fire extinguishing system controls.

- (nn) Section 405.4; of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 405.4. Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under

varying conditions to simulate the unusual conditions that occur in case of fire.

- (oo) Section 501.4. of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

- (pp) Section 503.1.1. of the *International Fire Code*, 2015 edition, is hereby amended to add a sentence to read as follows:

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure.

- (qq) Section 503.1.2. of the *International Fire Code*, 2015 edition, is hereby amended to add a sentence to read as follows:

The Fire Code Official is also hereby authorized and empowered to establish and designate fire lanes as deemed necessary for the proper ingress and egress of emergency vehicles. Any fire lane designated by the Fire Marshal shall become effective as of the date so designated.

- (rr) Section 503.1. of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 503.1.4 to read as follows:

Section 503.1.4. Existing Fire Lanes. Any fire lane that has been established prior to passage of the ordinance from which this article is derived and designated by the Fire Marshal or that has been established by a separate ordinance shall be a fire lane for all intents and purposes and shall be maintained as required by this code.

- (ss) Section 503.2.1. of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 503.2.1. Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet. Where a fire hydrant is situated on or adjacent to a fire lane or a fire apparatus access road, the minimum unobstructed width of the fire lane or fire apparatus access road shall be 26 feet. Fire lanes where there is "opposed" parking shall have an unobstructed width of not

less than 26 feet.

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

(tt) Section 503.2.2. of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 503.2.2. Authority. The Fire Code Official shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

(uu) Section 503.2.3. of the *International Fire Code*, 2015 edition, is hereby amended to add the following sentences to read as follows:

The required weight load of such roads shall be at least 80,000 pounds. In no event shall speed bumps, speed humps, or other "traffic-calming" devices be placed, installed, or located in a fire lane or fire apparatus access road unless approved by the Fire Code Official.

(vv) Section 503.2.3 of the *International Fire Code*, 2015 edition, is hereby amended to add Section 503.2.3.1 to read as follows:

Section 503.2.3.1 Maintenance Generally.

1. The Fire Code Official shall report any damaged, worn or poorly maintained surface conditions, markings, or signs to the owner or person in control of property upon which a fire lane exists and shall issue instructions for repair.
2. It shall be unlawful for the owner or person in control of property upon which a fire lane has been designated or exists to fail to maintain the surface of the fire lane in good condition, free of potholes and other non-approved obstructions.
3. It shall be unlawful for the owner or person in control of property upon which a fire lane has been designated or exists to fail to maintain any marking of the fire lane as required by this code in a condition that is not clearly legible.

(ww) Section 503.2.4. of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 503.2.4. Turning radius. The required turning radius of a fire

apparatus access road shall be a minimum of 25 feet inner radii and 45 feet exterior radii or as determined by the Fire Code Official.

- (xx) Section 503.2.7 of the International Fire Code, 2015 edition, is hereby amended to read as follows:

Section 503.2.7. Grade. The grade of the fire apparatus access road shall be no greater than 8 percent in grade based on the fire department's apparatus.

- (yy) Section 503.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 503.3. Marking. Striping, signs, or other markings, when approved by the Fire Code Official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. Striping - Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.
2. Signs - Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

- (zz) Section 503.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 503.4. Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including parking, stopping, or standing or by any non-emergency vehicle, whether attended or unattended. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. The

operator of a premise shall maintain, free of obstruction, all fire lanes on his premises. No person may mark, post, or otherwise identify a non-fire lane private vehicular passageway as a fire lane or in such a manner as tends to create confusion as to whether the passageway is a fire lane. Any unauthorized vehicle in a fire lane is:

1. Subject to removal from the premises by the operator of the premises, with the expense of removal and storage to be borne by the registered owner of the vehicle;
2. Subject to citation, as well as removal from the premises, by the Fire Marshal, or his designee or a police officer, with the expense of removal and storage to be borne by the registered owner of the vehicle; and
3. Prima facie evidence that the person in whose name the vehicle is registered is guilty of a violation of the parking provisions of this section.

(aaa) Section 503.6 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 503.6. Security Gates. The installation of security gates across a fire apparatus access road shall require the approval of the Fire Code Official or his designee. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation capability of same shall be maintained operational at all times.

All primary entries, and emergency access entries, into gate-controlled subdivisions, commercial properties, apartment or multi-family developments or other complexes shall be equipped with an approved 3M® light attenuated opening device. These light attenuated opening devices shall be controlled bidirectional. All gates shall have Knox locks installed in the event of power failure. All secondary emergency access gates shall be equipped with Knox locks only. This requirement is for existing and new installations. Existing locations shall have six months from the date this code becomes effective in which to comply with this provision.

(bbb) Section 505.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 505.1. Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the Fire Code

Official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 6 inches (152.4 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address numbers shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 1/2 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(ccc) Section 507.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 507.4. Water supply test date and information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within 6 months of sprinkler plan submittal. The Fire Code Official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the Fire Code Official, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the water flow test report, or as approved by the Fire Code Official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

(ddd) Section 507.5.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 507.5.4. Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage, and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections, or fire

protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

- (eee) Section 507.5. of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 507.5.7 to read as follows:

Section 507.5.7. Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet from a fire hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Code Official. A minimum of one fire hydrant shall be located within 50 feet of the fire department connection and on the same side of the roadway as the facility or building.

Exception: For Group R-3 and Group U occupancies, the distance requirement shall be 500 feet between fire hydrants along an approved route.

- (fff) Section 509.1. of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 509.1.2 to read as follows:

Section 509.1.2. Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the Fire Code Official. The letters shall be of a color that contrasts with the background.

- (ggg) Chapter 5 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 511.1 to read as follows:

Section 511.1. Communications. In all new and existing buildings in which the type of construction or distance from an operational emergency services antenna or dispatch site does not provide adequate frequency or signal strength as determined by the Fire Code Official, the building owner shall be responsible for providing the equipment, installation, and maintenance of said equipment in a manner to strengthen the radio signal. The radio signal shall meet the minimum input/output strengths according to the emergency radio system's provider and system manager. All large structures built after the effective date of this code shall be evaluated prior to the issuance of a certificate of occupancy for adequacy of emergency communications inside the structure. If the evaluation fails, the building owner shall at his expense install an approved communications system that

will allow emergency responders (fire and police) to communicate from within the building to other responders outside the building.

- (hhh) Section 603.3.2.1, "Exception," of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Exception: The aggregate capacity limit shall be permitted to be increased to 3,000 gallons (11,356 L) in accordance with all requirements of Chapter 57 ... *{Delete remainder of Exception}*

- (iii) Section 603.3.2.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 603.3.2.2. Restricted use and connection. Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel-burning equipment installed in accordance with Section 603.3.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems.

- (jjj) Section 604 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 604.1.1. Stationary Generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200.

Section 604.1.2. Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

Sections 604.1.1. through 604.1.8. *{No changes to these sections.}*

Section 604.1.9. Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

Section 604.2. Where Required. Emergency and standby power systems shall be provided where required by Sections 604.2.1 through 604.2.24 or elsewhere identified in this code or any other referenced code.

Sections 604.2.1. through 604.2.3. *{No changes to these sections.}*

Section 604.2.4. Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm

communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

- Covered and Open Malls, Section 907.2.20 and 914.2.3
- Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.
- Special Amusement Buildings, Section 907.2.12.3
- High-rise Buildings, Section 907.2.13
- Atriums, Section 907.2.14
- Deep Underground Buildings, Section 907.2.19

Sections 604.2.5. through 604.2.11. *{No changes to these sections.}*

Section 604.2.12. Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

Section 604.2.13. Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6.1. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

Section 604.2.14. *{No changes to this section.}*

Section 604.2.15. Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

- Covered Mall Building, International Building Code, Section 402.7
- Atriums, International Building Code, Section 404.7
- Underground Buildings, International Building Code, Section 405.8
- Group I-3, International Building Code, Section 408.4.2
- Stages, International Building Code, Section 410.3.7.2
- Special Amusement Buildings (as applicable to Group A's), International Building Code, Section 411.1
- Smoke Protected Seating, Section 1029.6.2.1

Section 604.2.16 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.3.

Section 604.2.17. Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

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1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

Section 604.2.18. Smoke proof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smoke proof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.

Section 604.2.19. Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

Section 604.2.20. Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

Section 604.2.21. Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.10, and Item 7.

Section 604.2.22. Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.8.

Section 604.2.23. Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

Sections 604.3. through 604.7. {No changes to these sections.}

Section 604.8. Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

(kkk)

Section 605.5 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 605.5.5 to read as follows:

Section 605.5.5. Plug adaptors. Grounded plug adaptors shall not be allowed.

- (III) Section 605.7 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 605.7.1 to read as follows:

Section 605.7.1. All appliances that heat and cool shall be plugged directly into an *approved* receptacle.

- (mmm) Section 609.2; of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 609.2. Where Required. A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors, including, but not limited to, cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, or any form of roofed enclosure, as required by the fire code official.

Exceptions:

1. Tents, as provided for in Chapter 31.
2. *{No change to existing Exception.}*

Additionally, fuel gas and power provided for such cooking appliances shall be interlocked with the extinguishing system, as required by Section 904.12.2. Fuel gas containers and piping/hose shall be properly maintained in good working order and in accordance with all applicable regulations.

- (nnn) Section 704.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 704.1. Enclosure. Interior vertical shafts including, but not limited to, stairways, elevator hoist ways, service and utility shafts, that connect two or more stories of a building shall be enclosed or protected in accordance with the codes in effect at the time of construction but, regardless of when constructed, not less than as required in Chapter 11. New floor openings in existing buildings shall comply with the International Building Code.

- (ooo) Section 807.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 807.3 Combustible Decorative Materials. In occupancies in Groups A, E, I, and R-1, and dormitories in Group R-2, curtains, draperies, fabric hangings, and other similar combustible decorative materials suspended from walls or ceilings shall comply with Section

807.4 and shall not exceed 10 percent of the specific wall or ceiling area to which they are attached.

(ppp) Sections 807.5.2.2 and 807.5.2.3; of the *International Fire Code*, 2015 edition, are hereby amended to read as follows:

Section 807.5.2.2. Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

Section 807.5.2.3. Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(qqq) Sections 807.5.5.2 and 807.5.5.3; of the *International Fire Code*, 2015 edition, are hereby amended to read as follows:

Section 807.5.5.2. Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

Section 807.5.5.3. Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(rrr) Section 901.6.1 of the *International Fire Code*, 2015 edition, is

hereby amended to add a new Section 901.6.1.1 to read as follows:

Section 901.6.1. Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules

mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

(sss) Section 901.7 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 901.7. Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {remaining text unchanged}

(ttt) Section 901.8.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 901.8.2. Removal of Occupant-use Hose Lines. The fire code official is authorized to permit the removal of occupant-use hose lines and hose valves where all of the following conditions exist:

1. The hose line(s) would not be utilized by trained personnel or the fire department.
2. If the occupant-use hose lines are removed, but the hose valves are required to remain as per the fire code official, such shall be compatible with local fire department fittings.

(uuu) Section 901.9 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 901.9. Termination of monitoring service. Notice shall be made to the Fire Code Official whenever contracted alarm services for monitoring of any fire alarm system are terminated for any reason, or a change in alarm monitoring provider occurs. Notice shall be made in writing to the Fire Code Official by the building owner and monitoring service provider prior to the service being terminated.

- (vvv) Section 903.1.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 903.1.1. Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.

- (www) Section 903.2 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph to read as follows:

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

- (xxx) Section 903.2 of the *International Fire Code*, 2015 edition, is hereby amended to delete the exception.

- (yyy) Section 903.2.9 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 903.2.9.3 to read as follows:

Section 903.2.9.3. Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

- (zzz) Section 903.2.11 of the *International Fire Code*, 2015 edition, is hereby amended to amend Section 903.2.11.3 and add Sections 903.2.11.7, 903.2.11.8, and 903.2.11.9 to read as follows:

Section 903.2.11.3. Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 35 feet or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions: Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

Section 903.2.11.7. High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

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Section 903.2.11.8. Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

Section 9.3.2.11.9. Buildings Over 5,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 5,000 sq. ft. or greater and in all existing buildings that are enlarged to be 5,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the International Building Code.

(aaaa) Section 903.3.1.1.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 903.3.1.1.1. Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}* ... because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire- resistance rating of not less than 2 hours.
4. *{Delete}*
5. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. *{Delete.}*

(bbbb) Section 903.3.1.2 of the International Fire Code, 2015 edition, is hereby amended to add a new Section 903.3.1.2.3 to read as follows:

Section 903.3.1.2.3. Attics and Attached Garages. Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and or NFPA 13R requirements, and attached garages.

(cccc) Section 903.3.1.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 903.3.1.3. NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwelling*s; Group R-3; Group R-4 Condition 1 and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(dddd) Section 903.3.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 903.3.1.4 to read as follows:

Section 903.3.1.4. Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

Section 903.3.1.4.1. Attics. Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

Section 903.3.1.4.2. Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(eeee) Section 903.3.5 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

(ffff) Section 903.3.7 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 903.3.7. Fire department connections: The fire department connection shall be located within five feet of the fire lane and shall be within 50 feet of a fire hydrant and on the same side of the roadway. All fire department connections shall be remotely located away from the building. The height of shall be between 18" and 36". The FDC shall be a

Knox brand 5" Storz Connection with 30 degree angle and locking Knox cap. The Fire Marshal shall approve the location.

- (gggg) Section 903.4 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (hhhh) Section 903.4.2 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

- (iiii) Section 903.6 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 903.6.1 to read as follows:

Section 903.6.1. Spray booths and rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

- (jjjj) Section 905.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 905.2. Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

- (kkkk) Section 905.3 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 905.3.9 to read as follows:

Section 905.3.9. Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet standpipes shall be provided.

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1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.

(III) Section 905.4 of the *International Fire Code*, 2015 edition, is hereby amended to amend Items 1, 3, and 5, and to add an Item 7 to read as follows:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a ... {No change to remaining text}...

4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

(mmmm) Section 905.9 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph after the exceptions, to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(nnnn) Section 907.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 907.1.4 to read as follows:

Section 907.1.4. Design Standards. All alarm systems, new or

replacement, serving 20 or more alarm actuating devices shall be addressable fire detection systems. Alarm systems serving more than 40 smoke detectors or more than 100 total alarm activating devices shall be analog intelligent addressable fire detection systems.

Exception: Existing systems need not comply unless the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building, must comply within 18 months of permit application.

(oooo) Section 907.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 907.1.5 to read as follows:

Section 907.1.5. Required Installations. All commercial occupancies shall be protected by an approved manual and automatic fire alarm system. The system shall be monitored by an approved remote supervising station. Approved systems shall include full audio/visual notification services and manual pull stations at all exits. The Fire alarm control panel shall be installed in an approved location.

(pppp) Section 907.2.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 907.2.1. Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3. 10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

(qqqq) Section 907.2.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 907.2.3. Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and

installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. *{No change.}*

- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) *{No change to remainder of exceptions}*

(rrrr) Section 907.2.13 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 907.2.13. High-rise buildings. Buildings having any floor used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system and an emergency voice alarm communications system in accordance with Section 907.2.12.3.

Exceptions:

1. *{no change}*
2. *{no change}*
3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.
4. *{no change}*
5. *{no change}*
6. *{no change}*

(ssss) Section 907.4 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph and a new Section 907.4.2.7 to read as follows:

Manual alarm actuating devices shall be an approved double action type. In a building or strip of buildings consisting of multiple suites or businesses, each occupancy shall have a manual actuating device installed.

Section 907.4.2.7. Type. Manual alarm initiating devices shall be an approved double action type.

(tttt) Section 907.6.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 907.6.1.1 to read as follows:

Section 907.6.1.1. Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

(uuuu) Section 907.6.3 of the *International Fire Code*, 2015 edition, is hereby amended to delete all four Exceptions.

(vvvv) Section 907.6.6 of the *International Fire Code*, 2015 edition, is hereby amended to add a sentence to read as follows:

See Section 907.6.3 for the required information transmitted to the supervising station.

(wwww) Section 907.6.6 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 907.6.6.3 to read as follows:

Section 907.6.6.3. Communication requirements. All alarm systems (new or replacement) shall transmit alarm, supervisory, and trouble signals descriptively to the approved central station, remote supervisory station, or proprietary supervising station as defined in NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

(xxxx) Section 909 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 909.22 to read as follows:

Section 909.22. Stairway or Ramp Pressurization Alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative

is chosen for compliance with Building Code requirements for a smoke proof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.

Section 909.22.1. Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smoke proof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

Section 909.22.1.1. Ventilation Systems. Smoke proof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smoke proof enclosure or connected to the smoke proof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smoke proof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.

2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective system with a fire-resistance rating of not less than 2 hours.

Section 909.22.1.2. Standby Power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

Section 909.22.1.3. Acceptance and Testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

(yyyy) Section 910.2 of the *International Fire Code*, 2015 edition, is hereby amended to modify Exceptions 2. and 3. to read as follows:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

(zzzz) Section 910.2; of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 910.2.3 to read as follows:

Section 910.2.3. Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in a single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

- (aaaaa) Section 910.3 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 910.3.4 to read as follows:

Section 910.3.4. Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

Section 910.3.4.1. Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.

The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

Section 910.3.4.2. Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

- (bbbbb) Section 910.4.3.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 910.4.3.1. Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

- (ccccc) Section 910.4.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 910.4.4. Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

- (ddddd) Section 912.2 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 912.2.3 to read as follows:

Section 912.2.3. Hydrant Distance. An approved fire hydrant shall be

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located within 50 feet of the fire department connection as the fire hose lays along an unobstructed path unless approved by the Fire Marshal.

- (eeeeee) Section 913.2.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a second paragraph and add an exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

- (fffff) Section 914.3.1.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 914.3.1.2. Water Supply to required Fire Pumps. In buildings that are more than 120 feet (128 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

- (ggggg) Section 1006.2.2. of the *International Fire Code*, 2015 edition, is hereby amended to add the a new Section 1006.2.2.6 to read as follows:

Section 1006.2.2.6. Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the Electrical Code as adopted.

- (hhhhh) Section 1009.1 of the *International Fire Code*, 2015 edition, is hereby amended to add an Exception 4 to read as follows:

Exceptions:

{previous exceptions unchanged}

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009.

(iiii) Section 1010.1.9.4 of the *International Fire Code*, 2015 edition, is hereby amended to modify Exceptions 3 and 4 to read as follows:

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M, or S occupancy. *{Remainder unchanged}*
4. Where a pair of doors serves a Group A, B, F, M, or S occupancy *{Remainder unchanged}*

(jjjj) Section 1015.8 of the *International Fire Code*, 2015 edition, is hereby amended to modify number 1 to read as follows:

1. Operable windows where the top of the sill of the opening is located more than 55 (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

(kkkkk) Section 1020.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

(lllll) Section 1023.11 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 1023.11. Smokeproof enclosures. In buildings required to comply with Section 403 or 405, of The International Building Code, each of the exits of a building that serves stories where any floor surface is located more than 55 feet above the lowest level of fire department vehicle access or more than 30 feet below the level of exit discharge serving such floor levels shall be a smoke proof enclosure or pressurized stairway in accordance with Section 909.20 of the International Building Code.

(mmmmm) Section 1029.1.1.1 of the *International Fire Code*, 2015 edition, is hereby deleted.

- (nnnnn) Section 1031.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 1031.2. Reliability. Required *exit accesses*, *exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

- (ooooo) Section 1103.3 of the *International Fire Code*, 2015 edition, is hereby amended to add a sentence to read as follows:

Provide emergency signage as required by Section 607.3

- (ppppp) Section 1103.7 of the *International Fire Code*, 2015 edition, is hereby amended to add new a Section 1103.7.8 and 1103.7.8.1 to read as follows:

Section 1103.7.8. Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

Section 1103.7.8.1. Communication requirements. Refer to Section 907.6.6 for applicable requirements.

- (qqqqq) Section 2304.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 2304.1. Supervision of dispensing. The dispensing of fuel at motor fuel dispensing facilities shall be in accordance with the following:

1. Conducted by a qualified attendant;
2. Shall be under the supervision of a qualified attendant; or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not

present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(rrrrr) Section 2401.2 of the *International Fire Code*, 2015 edition, is hereby deleted.

(sssss) Table 3206.2, footnote j of the *International Fire Code*, 2015 edition, is hereby amended to modify the text to read as follows:

j. Where areas of buildings are equipped with early suppression fast response (ESFR) sprinklers, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

(ttttt) Section 3310.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a sentence to read as follows:

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

(uuuuu) Section 5003.3.1.4 of the *International Fire Code*, 2015 edition is hereby amended to read as follows:

Section 5003.3.1.4. Responsibility for hazardous material(s) incident. Any party(ies) who accidentally, negligently, or intentionally causes or is responsible for a hazardous material(s) incident within the Town shall institute and complete all actions necessary to abate and remediate the effects of such an event at its sole cost. In addition, any such party(ies) shall be liable for the payment of all costs incurred by the fire department, police department, health department, public works department, or other departments or agencies which respond to or assist to abate such an event. The remedy provided by this section shall be in addition to any other remedies provided by law.

(vvvvv) Section 5003.3.1.4 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 5003.3.1.4.1 and Section 5003.3.1.4.2 to read as follows:

Section 5003.3.1.4.1. Costs Incurred. Costs incurred by the fire department, police department, health department, public works department, or other departments of the Town shall include, but not be limited to, expenses attributable to the abatement or cleanup of any hazardous materials incident, including costs of personnel, costs of equipment operations, costs of materials and supplies, costs of specialists, experts or other contract labor not in the full-time

employment of the Town, disposal costs, overhead costs, overtime costs and any other incidental costs incurred by the Town. Basic costs associated with the fire department services shall be \$300.00 per hour for each engine or truck company and \$ 150.00 per hour for each medical unit or utility vehicle. The responsible party(ies) shall be billed for the recovery of the costs described above as follows:

1. For the first hour of an incident, measured from the time the first fire department vehicle arrives at the incident scene, only the cost of materials, supplies, disposal, and specialists/experts not in the full- time employment of the Town shall be billed.
2. Beginning one hour after the first fire department vehicle arrives at the incident scene, all costs described in this section shall be billed.

Section 5003.3.1.4.2. Legal Action and Collection of Damages. Notwithstanding any penal provision of this article, the Town Attorney is authorized to file suit on behalf of the Town, the Fire Chief or his authorized representative or both as may be necessary to enforce the provisions of this chapter and for the collection of damages as provided herein.

(wwwwww) Section 5601.1.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 5601.1.3. Fireworks. The possession, manufacture, storage, sale, handling, or use of fireworks is prohibited.

Exceptions:

1. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Sections 5604 and 5608.
2. The use of fireworks for approved fireworks displays as allowed in Section 5608.

{Delete remainder of text.}

(xxxxxx) Section 5601.1.4 of the *International Fire Code*, 2015 edition, is hereby amended by adding the following sentences to read as follows:

The use of model and high-power rockets ("Rockets"), to the extent allowed or authorized, shall be subject to the issuance of a permit by the Fire Code Official. The storage, operation and use of Rockets shall be performed in strict compliance with criteria obtained from the Fire Code Official.

(yyyyyy) Section 5605.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 5605.1. General. The manufacture, assembly, and testing of explosives, ammunition, blasting agents, and fireworks are prohibited within the limits of the Town.

Exception: The hand loading of small arms ammunition prepared for personal use and not offered for resale. *{remainder of exceptions deleted}*

(zzzzzz) Section 5608 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 5608.11 to read as follows:

Section 5608.11. Ignition. Aerial shells shall be ignited by lighting the tips of fuses by an electrical ignition source. Operators shall not place any part of their bodies over the throat of the mortar.

(aaaaaa) Section 5703.6 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 5703.6. Piping systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

(bbbbbbb) Section 5704.2.9.5 of the *International Fire Code*, 2015 edition, is hereby amended to modify Section 5704.2.9.5 and add a new Section 5704.2.9.5.3 to read as follows:

Above-ground tanks inside of buildings. Above-ground tanks inside of buildings shall comply with Sections 5704.2.9.5.1 through 5704.2.9.5.3.

Section 5704.2.9.5.1 *{No change}*

Section 5704.2.9.5.2 *{No change}*

Section 5704.9.5.3. Combustible Liquid Storage Tanks Inside of Buildings. The maximum aggregate allowable quantity limit shall be 3,000 gallons (11 356 L) of Class II or III combustible liquid for storage in protected aboveground tanks complying with Section 5704.2.9.7 when all of the following conditions are met:

1. The entire 3,000 gallon (11 356 L) quantity shall be stored in protected above-ground tanks;

2. The 3,000 gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks;
3. The tanks shall be located in a room protected by an *automatic sprinkler system* complying with Section 903.3.1.1; and
4. Tanks shall be connected to fuel-burning equipment, including generators, utilizing an *approved* closed piping system.

The quantity of combustible liquid stored in tanks complying with this section shall not be counted towards the maximum allowable quantity set forth in Table 5003.1.1(1), and such tanks shall not be required to be located in a control area. Such tanks shall not be located more than two stories below grade.

- (ccccc) Section 5704.2.11.4 of the International Fire Code, 2015 edition, is hereby amended to read as follows:

Section 5704.2.11.4. Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

- (ddddd) Section 5704.2.11.4.2 of the International Fire Code, 2015 edition, is hereby amended to read as follows:

Section 5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

- (eeeeee) Section 5704.2.11.4 of the *International Fire Code*, 2015 edition, is hereby amended to add Section 5704.2.11.4.3 to read as follows:

Section 5704.2.11.4.3. Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

- (ffffff) Section 5706.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 5706.3. Well drilling and operating. Wells for oil and natural gas shall be drilled and operated in accordance with Sections 5706.3.1 through 5706.3.8 and Town Ordinance No. 26-03, as amended.

(gggggg) Section 6103.2.1 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 6103.2.1.8 to read as follows:

Section 6103.2.1.8. Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

(hhhhhh) Section 6104.2 of the *International Fire Code*, 2015 edition, is hereby amended by adding an Exception No. 2 to read as follows:

Exceptions:

1. *{existing text unchanged}*
2. Except as permitted in Sections 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

(iiiiii) Section 6104.3 of the *International Fire Code*, 2015 edition, is hereby amended to add a new Section 6104.3.3 to read as follows:

Section 6104.3.3. Spas, Pool Heaters and other listed devices. Where natural gas service is not available, an LP-Gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP can be off-loaded wholly on the property where the tank is located may install 500 gallon above ground or 1,000 gallon underground approved containers.

(jjjjjj) Section 6107.4 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section 6107.4. Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312.

(kkkkkk) Section 6109.13 of the *International Fire Code*, 2015 edition, is hereby

amended to delete the Exception

(IIIIII) Table B105.2 of the *International Fire Code*, 2015 edition, is hereby amended to modify footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

(mmmmmm) Chapter 80 of the *International Fire Code*, 2015 edition, is hereby amended to add the following sentence to the existing introductory paragraph to read as follows:

All reference standards from the National Fire Protection Association (NFPA), Batterymarch Park, Quincy, MA, will be referenced in the fire code from the NFPA's latest published edition for compliance within the fire code.

(nnnnnn) Appendix D, Section D102.1 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section D102.1. Access and Loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved driveway surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds (36 000 kg).

(oooooo) Appendix D, Section D103.2 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section D103.2. Grade. Fire apparatus access roads shall not exceed 8 percent in grade.

Exception: Grades steeper than 8 percent as approved by the Fire Code Official.

(pppppp) Appendix D, Section D103.3 of the *International Fire Code*, 2015 edition, is hereby amended to read as follows:

Section D103.3. Turning radius. The required turning radius of a fire apparatus access road shall be a minimum of 25 feet inner radii and 45 feet exterior radii or as determined by the Fire Code Official."

SECTION 4

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

SECTION 5

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

SECTION 6

Any person, firm, or corporation who shall violate any of the provisions of the *International Fire Code* adopted by this Ordinance, or who shall do or attempt to do work without first securing the permit prescribed herein for such work, or who shall in any other manner violate the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00, and each day or fraction of a day that an offense hereunder is committed or permitted to exist shall constitute a separate offense and shall be punishable as such hereunder.

SECTION 7

Chapter 38 of the Code of Ordinances, Town of Flower Mound, Texas, as amended, shall remain in full force and effect, save and except as amended by this Ordinance.

SECTION 8

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 9

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF

ORDINANCE NO. _____

FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: June 20, 2016

FROM: Danny Hartz, Building Official

ITEM: Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article II, of the Code of Ordinances of the Town of Flower Mound, by amending Section 14-31, "International Building Code Adopted," by adopting the 2015 edition of the *International Building Code* and local amendments thereto.

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and have replaced the Uniform Codes that were used in the past.

The Town of Flower Mound has been involved and supportive throughout the code development process and in the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG).

The International Codes were developed with the support of many organizations that have interest in the construction industry, although the final vote on all items is by code officials only. Work on the International Codes has been a model of democracy, without territorial disparities getting in the way. The American Institute of Architects and the National Association of Home Builders were both very active participants in the code development process. The National Association of Home Builders has applauded the recent action by the International Code Council (ICC) to add "affordability" to the Purpose Statement section of the *International Residential Code* (IRC), which applies to one- and two-family homes.

The Building Codes are a set of universally accepted standards adopted as guidelines for construction of buildings and related building operations. The term "building codes" is a generic phrase that actually encompasses several individual codes, each of which must be approved and adopted by the Town Council before they can be applied or enforced.

The Town of Flower Mound is currently using the 2012 *International Building Code*. The 2015 *International Building Code* is the most current published building code at this time. It takes at least a year for area cities to complete the review of the code and recommend regional amendments to the code through the Council of Governments.

The *International Building Code* (IBC) addresses the general design and construction aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IBC specifies, for example, how many exits are required for a building, what type of construction material may be used on the structure, and what special rules exist for the construction of the framework.

In addition to adopting the IRC, the proposed ordinance adopts certain local amendments to the Code to meet the unique needs of the Town. These local amendments, prepared by NCTCOG, have been reviewed, approved, and modified as appropriate by Town staff.

ALTERNATIVES/OPTIONS: Continue to use the 2012 *International Building Code* as our adopted building code.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending Chapter 14, "Buildings and Building Regulations," Article II, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Building Code* with local amendments.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR THE ADOPTION OF THE 2015 EDITION OF THE *INTERNATIONAL BUILDING CODE* AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and

WHEREAS, the *International Building Code* has been prepared by the ICC, and in addition to review by the NCTCOG, has been reviewed by Town staff; and

WHEREAS, the current building code in the Town is the 2012 edition of the *International Building Code*, and the Town's building code should be updated to the most current published building code available; and

WHEREAS, the 2015 edition of the *International Building Code* is the most current published code available that addresses the general design and construction aspects of all buildings in the Town, except one- and two-family dwellings and townhouses (which are covered by the *International Residential Code*); and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2015 edition of the *International Building Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

ORDINANCE NO. _____

PAGE 2

From and after the effective date of this Ordinance, Section 14-31 of the Code of Ordinances of the Town of Flower Mound, entitled “International Building Code Adopted,” is hereby repealed and replaced with the following provision:

“Sec. 14-31. International Building Code Adopted

The *International Building Code*, 2015 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the building code of the town, the same as though the provisions of the *International Building Code*, 2015 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-32.”

SECTION 3

From and after the effective date of this Ordinance, Section 14-32 of the Code of Ordinances of the Town of Flower Mound, entitled “Amendments to International Building Code,” is hereby repealed and replaced with a new Section 14-32, also entitled “Local Amendments to International Building Code,” to read as follows:

“Sec. 14-32. Local Amendments to International Building Code

The building code adopted in section 14-31 is hereby amended as follows, and all sections not expressly amended remain in full force and effect.

- (a) Section 101.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the Building Code of The Town of Flower Mound, hereinafter referred to as “this code.”

- (b) Section 101.4 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 101.4. Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said codes and standards shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted and amended.

- (c) Section 101.4.8 of the *International Building Code*, 2015 edition, is hereby added to read as follows:

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Section 101.4.8. Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

- (d) Section 103 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 103
DEPARTMENT OF BUILDING INSPECTIONS

- (e) Section 103.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 103.1. Creation of enforcement agency. The Department of Building Inspections is hereby created and the official in charge thereof shall be known as the *building official*.

- (f) Section 104.2.1 of the *International Building Code*, 2015 edition, is hereby deleted in its entirety to read as follows:

Section 104.2.1. Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. Deleted.

- (g) Section 104.10.1 of the *International Building Code*, 2015 edition, is hereby deleted in its entirety to read as follows:

Section 104.2.1. Flood hazard areas. Deleted.

- (h) Section 105.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 105.1. Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or causes any such work to be done, shall first make application to the *building official* and obtain the required *permits*.

It shall be the responsibility of any person, firm, or corporation, upon submittal of an application for a building permit for work regulated by this code, to register as a contractor with the Town of Flower Mound. This form must be submitted with the permit application. Said registration shall be upon forms supplied by the *building official* and shall become null and void on December 31st of each year. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

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Any contractor registration regulated by this code may be placed on hold or suspended by the *building official*, thereby preventing any additional *permits* being issued to the contractor or applicant, if it is determined by the *building official* that corrective action is needed for compliance with the requirements of Chapter 18, Article II, Section 18-32. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the *building official*.

- (i) Section 105.2 of the *International Building Code*, 2015 edition, is hereby amended by deleting Item Nos. 1, 2, 6, 10 and 12, from the list of items that are exempt from building permit requirements.
- (j) Section 105.5 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 105.5. Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. For this section, *suspended* or *abandoned* will be defined as an elapsed time of 180 days between any two approved required inspections. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing, and justifiable cause demonstrated. Once a *permit* becomes invalid and before such building or work can be recommenced, a new *permit* shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new *permit* for such building or work, provided no changes have been made or will be made in the previously submitted and approved plans and specifications for such building or work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a *permit* after expiration of more than one year, the permittee shall pay a new full *permit* fee.

- (k) Section 109.4 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 109.4. Work commencing before permit issuance. Whenever work for which a *permit* is required by this code has been commenced without first obtaining a *permit*, a special investigation shall be made before a permit may be issued for such work. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a citation and/or an investigation fee equal to the total permit fee for that project, and this citation and/or investigation fee shall be in addition to the required permit fees. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of

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either this code or the technical codes nor from penalty prescribed by law for performing work without the required permit(s).

- (l) Section 110.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 110.1. General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official*, and such work shall remain accessible and exposed for such purposes until approved. Before any inspection is approved, all rights-of-way, streets, and alleys shall be clean and clear of mud, sand, concrete, and building materials. All trash, construction debris, and construction material on site shall be contained. In addition to the above requirements, toilet facilities shall be provided for construction workers, and such facilities shall be maintained in a sanitary condition. Construction-worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner, contractor, or the owner's authorized agent to cause the work to remain accessible and exposed for inspection purposes. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

- (m) Section 110.3.5 of the *International Building Code*, 2015 edition, is hereby amended by deleting the exception to such Section as follows:

Section 110.3.5. Lath and gypsum board inspection.

Exception: Deleted.

- (n) Section 110.3.10 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 110.3.10. Final inspection. The final inspection shall be made after all work required by the building *permit* is completed. No building or structure or any portion of a building or structure shall be occupied by persons or possessions without first receiving final inspection and approval from the *building official*.

- (o) Section 111.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 111.1. Use and Occupancy. No building or structure shall be used or occupied by persons or possessions, and no change in the existing occupancy classification or change in tenant or change in business name or ownership of a building or structure or portion thereof shall be made until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a

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certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

- (p) Section 113.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 113.1. General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The members of the Flower Mound Board of Adjustment are hereby appointed to serve as the Board of Appeals as provided by the *International Building Code*, 2015 edition. Any changes in membership of the Flower Mound Board of Adjustment shall likewise be reflected in the membership of said Board of Appeals.

- (q) Section 202 of the *International Building Code*, 2015 edition, is hereby amended by amending the definitions of “ambulatory health care facility”, “assisted living facilities”, “atrium”, “high-rise building” and creating a new definition for “construction trash and debris” to read as follows, each of which definitions shall be inserted into the list of definitions to replace the amended definition or add a new definition in alphabetical order:

Section 202. Definitions. {Text of existing definitions save and except to the extent specifically amended herein remains unchanged.}

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

ATRIUM. An opening connecting three or more stories... *{Balance remains unchanged}*.

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HIGH-RISE BUILDING. A building having any floor used for human occupancy located more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access.

CONSTRUCTION TRASH AND DEBRIS. Any material generated by or from a construction site that has no useful purpose as determined by the administrative authority.

- (r) Section 303.1.3 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapter 10 and 11.

- (s) Section 304.1 of the *International Building Code*, 2015 edition, is hereby amended by adding the following new occupancies to the list of business occupancies for Business Group B, which new occupancies shall be inserted therein in alphabetical order:

Section 304.1. Business Group B. {List of existing occupancies remains unchanged.}

Fire Stations

Police Stations with detention facilities for 5 or less

- (t) Section 307.1.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a sentence to the end of No. 4 to read as follows:

Section 307.1.1. High Hazard Group H. 4. *{existing text remains unchanged}* ...
See also IFC chapter 21, Dry Cleaning Plant provisions.

- (u) Section 403.1 of the *International Building Code*, 2015 edition, is hereby amended by deleting Exception No. 3 in its entirety and providing a new Exception No. 3 to read as follows:

Section 403.1. Applicability. Exception 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.6.

- (v) Section 403.3 of the *International Building Code*, 2015 edition, is hereby amended by deleting Exception No. 2 as follows:

Section 403.3. Automatic sprinkler systems. Exception 2. Deleted.

- (w) Section 403.3.2 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

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Section 403.3.2 Water supply to required fire pumps. In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

- (x) Section 404.5 of the *International Building Code*, 2015 edition, is hereby amended by deleting the Exception in its entirety as follows:

Section 404.5. Smoke control.

Exception: Deleted.

- (y) Section 406.3.5.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a sentence to read as follows:

Section 406.3.5.1. Carport separation. *{existing text remains unchanged}* ...A separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048mm).

- (z) Section 506.2.2 of the *International Building Code*, 2015 edition, is hereby amended by adding a sentence to read as follows:

Section 506.2.2. Open space limits. *{existing text remains unchanged}* ... In order to be considered as accessible, if not in direct contact with a street or an *approved fire lane*, a minimum 10-foot-wide pathway meeting fire department access from the street or *approved fire lane* shall be provided.

- (aa) Section 712.1.9 of the *International Building Code*, 2015 edition, is hereby amended by replacing No. 4 to read as follows:

Section 712.1.9 Two-story opening. 4. Is not open to a corridor in Group I and H occupancies.

- (bb) Section 901.6.1.1. of the *International Building Code*, 2015 edition, is hereby added to read as follows:

Section 901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

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1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

(cc) Section 903.1.1 of the *International Building Code*, 2015 edition, is hereby deleted in its entirety and replaced with a new Section [F] 903.1.1 to read as follows:

[F] **Section 903.1.1. Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler

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protection where recognized by the applicable standard, or as *approved* by the fire code official.

- (dd) Section 903.2 of the *International Building Code*, 2015 edition, is hereby amended to read as follows and by deleting the exception:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

Exception: Deleted

- (ee) Section 903.2.9 of the *International Building Code*, 2015 edition, is hereby amended by adding a new Section 903.2.9.3, entitled “Self-service storage facility,” to read as follows:

Section 903.2.9.3. Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-storage facilities.

- (ff) Section 903.2.11 of the *International Building Code*, 2015 edition, is hereby amended by amending Section 903.2.11.3, entitled “Buildings more than 35 feet in height,” and by adding new Sections 903.2.11.7, entitled “High-piled combustible storage,” 903.2.11.8, entitled “Spray booths and rooms,” and 903.2.11.9, entitled “Buildings over 5,000 sq. ft.,” to read as follows:

Section 903.2.11.3. Buildings more than 35 feet in height. An *automatic sprinkler system* shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1509 of the *International Building Code*, that is located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access.

Exception: Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

Section 903.2.11.7. High-piled combustible storage. For any building with a clear height exceeding 12 feet (4,572 mm), see IFC Chapter 23 to determine if those provisions apply.

Section 903.2.11.8. Spray booths and rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

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Section 903.2.11.9. Buildings over 5,000 sq. ft. An *automatic sprinkler system* shall be installed throughout all buildings with a building area over 5,000 sq. ft. For the purpose of this provision, fire walls shall not define separate buildings.

Exceptions:

1. Open parking garages in compliance with Section 406.5 of the *International Building Code*.

- (gg) Section 903.3.1.1.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 903.3.1.1.1. Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

- (hh) Section 903.3.1.2.3 of the *International Building Code*, 2015 edition, is hereby added to read as follows:

Section 903.3.1.2.3. Attics and attached garages. Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and/or NFPA 13R requirements, and attached garages.

- (ii) Section 903.3.1.3 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 903.3.1.3. NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family dwellings; Group R-3; Group R-4 Condition 1,

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and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

- (jj) Section 903.3.1.4 of the *International Building Code*, 2015 edition, is hereby added to read as follows:

Section 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

Section 903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

Section 903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

- (kk) Section 903.3.5 of the *International Building Code*, 2015 edition, is hereby amended by adding a paragraph to read as follows:

Section 903.3.5 Water supplies. *{existing paragraph unchanged}* ...

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based *fire protection system* shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

- (ll) Section 903.4 of the *International Building Code*, 2015 edition, is hereby amended by adding a new paragraph after the exceptions to read as follows:

Section 903.4. Sprinkler system supervision and alarms. *{text of existing paragraph and exceptions remain unchanged.}*...

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe

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systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (mm) Section 903.4.2 of the *International Building Code*, 2015 edition, is hereby amended by adding a new paragraph after the existing text to read as follows:

Section 903.4.2. Alarms. *{existing text remains unchanged}* ...

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

- (nn) Section 905.2 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 905.2. Installation standards. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

- (oo) Section 905.3 of the *International Building Code*, 2012 edition, is hereby amended by adding a new Section 905.3.9, entitled "Building area," and adding an Exception to Section 905.3.9 to read as follows:

Section 905.3.9. Building exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60,960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided

Exception:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.

- (pp) Section 905.4 of the *International Building Code*, 2015 edition, is hereby amended by amending Items 1, 3, and 5, and adding a new Item 7 to read as follows:

Section 905.4. Location of Class I standpipe hose connection.

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

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3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a{No change to rest.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of a stairway with stair access to the roof provided in accordance with Section 1011.12.

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two-hundred-foot (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

- (qq) Section 905.9 of the *International Building Code*, 2015 edition, is hereby amended by adding a new paragraph after the two listed exceptions to read as follows:

Section 905.9. Valve supervision. *{text of existing paragraph and two listed exceptions remain unchanged} ...*

Sprinkler and standpipe system water flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (rr) Section 907.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a new Section 907.1.4, entitled "Design standards," to read as follows:

Section 907.1.4. Design standards. Where a new fire alarm system is installed the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

- (ss) Section 907.2.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 907.2.1. Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single

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occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy. Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

{existing exception remains unchanged}

- (tt) Section 907.2.3 of the *International Building Code*, 2015 edition, is hereby amended by amending the first paragraph of 907.2.3, amending Exception No. 1, and adding a new Exception No. 1.1 to read as follows:

Section 907.2.3. Group E. A manual fire alarm system that activates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' of open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exception:

1. A manual fire alarm system is not required in Group E occupancies with an *occupant load* of 50 or less.

- 1.1 Residential in-home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 ½ or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

- (uu) Section 907.2.13 of the *International Building Code*, 2015 edition, is hereby amended by amending the third exception to read as follows:

Section 907.2.13 High-rise buildings.

Exception 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

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- (vv) Section 907.4.2 of the *International Building Code*, 2015 edition, is hereby amended by amending the first paragraph of 907.4.2 and adding a new Section 907.4.2.7, entitled "Type," to read as follows:

Section 907.4.2 Manual fire alarm boxes. {Text unchanged} ... Section 907.4.2.1 through 907.4.2.7.

Section 907.4.2.7. Type. Manual alarm initiating devices shall be an approved double-action type.

- (ww) Section 907.6.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a new Section 907.6.1.1, entitled "Wiring Installation," to read as follows:

Section 907.6.1.1. Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

- (xx) Section 907.6.3 of the *International Building Code*, 2015 edition, is hereby amended by deleting all four exceptions as follows:

Section 907.6.3. Initiating device identification.

Exceptions 1 through 4. Deleted.

- (yy) Section 907.6.6 of the *International Building Code*, 2015 edition, is hereby amended by adding a sentence at the end of the paragraph to read as follows:

Section 907.6.6. Monitoring. {Text unchanged}... See 907.6.3 for the required information transmitted to the supervising station.

- (zz) Section 909.22 of the *International Building Code*, 2015 edition, is hereby added to read as follows:

Section 909.22. Stairway or ramp pressurization alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of

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water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the Fire Department as per Section 105.7.

Section 909.22.1. Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

Section 909.22.1.1. Ventilation systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

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Section 909.22.1.2. Standby power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

Section 909.22.1.3. Acceptance and testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

- (aaa) Section 910.2 of the International Building Code, 2015 edition, is hereby amended by amending Exception Nos. 2 and 3 and adding a new subsection 910.2.3. with exceptions to read as follows:

Section 910.2. Where required.

Exception:

2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.

3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^2S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2.3. Group H. Buildings and portions thereof used as a Group H occupancy as follows.

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exceptions: Buildings of noncombustible construction containing only noncombustible materials.

- (bbb) Section 910.3 of the International Building Code, 2015 edition, is hereby amended by adding a new subsection 910.3.4. to read as follows:

Section 910.3.4 Vent operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation

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of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

Section 910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only system per 910.2.

Section 910.3.4.2 Nonsprinklered buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

- (ccc) Section 910.4.3.1. of the International Building Code, 2015 edition, is hereby amended to read as follows:

Section 910.4.3.1. Makeup air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

- (ddd) Section 910.4.4. of the International Building Code, 2015 edition, is hereby amended to read as follows:

Section 910.4.4 Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

- (eee) Section 912.2 of the *International Building Code*, 2015 edition, is hereby amended by adding a new Section 912.2.3. to read as follows:

912.2.3. Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

- (fff) Section 913.2.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a second paragraph to the existing text and adding a new exception to read as follows:

Section 913.2.1. General. {existing text remains unchanged} ...

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When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft., 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

- (ggg) Section 1006.2.2 of the *International Building Code*, 2015 edition, is hereby amended by adding a Section 1006.2.2.6 entitled “Electrical Rooms,” to read as follows:

Section 1006.2.2.6. Electrical rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

- (hhh) Section 1009.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a new Exception No. 4 to read as follows:

Section 1009.1. Accessible means of egress required.

Exceptions: [previous exceptions unchanged]

4. Buildings regulated under State Law and built in accordance with State-registered plans, including any variances or waivers granted by the State, shall be considered compliant with the requirements of Section 1009.

- (iii) Section 1010.1.9.4 of the *International Building Code*, 2015 edition, is hereby amended by amending Exception No. 3 and Exception No. 4 to read as follows:

Section 1010.1.9.4. Bolt locks.

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M, or S occupancy, {remaining existing text unchanged}.
4. Where a pair of doors serves a Group A, B, F, M, or S occupancy, {remaining existing text unchanged}.

- (jjj) Section 1015.8 of the *International Building Code*, 2015 edition, is hereby amended by changing item 1. to read as follows:

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Section 1015.8. Window openings. Item 1.

1. Operable windows where the top of the sill of the opening is located more than 55 feet (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

- (kkk) Section 1020.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a new Exception No. 6 to read as follows:

Section 1020.1. Construction.

Exceptions: 6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

- (III) Section 1029.1.1.1 of the *International Building Code*, 2015 edition, is hereby amended by deleting this section as follows:

Section 1029.1.1.1 Spaces under grandstands and bleachers. Deleted.

- (mmm) Section 1101.2. of the *International Building Code*, 2015 edition, is hereby amended by adding a new exception to read as follows:

Section 1101.2. Design.

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

- (nnn) Section 1203.1. of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where air infiltration rate in a *dwelling unit* is 5 air changes or less per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*. {remaining text unchanged}.

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- (ooo) Table 1505.1 of the *International Building Code*, 2015 edition, is hereby amended by amending footnote “b” and deleting footnote “c” to read as follows:

Table 1505.1. Minimum roof covering classification for types of construction. Footnote: b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of projected roof area. When exceeding 120 sq. ft. of projected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.

Table 1505.1. Minimum roof covering classification for types of construction. Footnote: c. Deleted.

- (ppp) Section 1505.7 of the *International Building Code*, 2015 edition, is hereby amended by deleting this section:

Section 1505.7. Special purpose roofs. Deleted.

- (qqq) Section 1511.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 1511.1. General. Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

{Text of exceptions unchanged}

- (rrr) Section 1704.2 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 1704.2 Special inspections and tests. Where application is made to the Building Official for construction as specified in Section 105, the owner or the owner’s authorized agent, or the registered design professional in responsible charge, other than the contractor, shall employ one or more approved agencies to provide special inspections and tests during construction on the types of work listed under Section 1705 and identify the approved agencies to the Building Official. The special inspector shall not be employed by the contractor. These special inspections and tests are in addition to the inspections identified by the Building Official that are identified in Section 110.

- (sss) Section 1704.2.1. of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 1704.2.1 Special inspector qualifications. Prior to the start of construction and/or upon request, the approved agencies shall provide written documentation to the registered design professional in responsible charge and the building official demonstrating the competence and relevant experience or

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training of the special inspectors who will perform the special inspections and tests during construction. *[Remainder unchanged]*

- (ttt) Section 1704.2.4. of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the Building Official upon request, and to the registered design professional in responsible charge. Individual inspection reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. *[Remainder unchanged]*

- (uuu) Section 1704.2.5.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 1704.2.5.1. Fabricator approval. Special inspections during fabrications required by Section 1704 are not required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. Approval shall be based upon review of the fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices by an approved agency, or a fabricator that is enrolled in a nationally accepted inspections program. At completion of fabrication, the acceptable or approved fabricator shall submit a certificate of compliance to the owner or the owner's authorized agent or the registered design professional in responsible charge stating that the work was performed in accordance with the approved construction documents. The certificate of compliance shall also be made available to the Building Official upon request.

- (vvv) Section 1801.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a second paragraph to read as follows:

Section 1801.1. Scope. *{existing text remains unchanged}* ...

Every foundation and/or footing regulated by this code shall be designed and sealed by a Texas registered engineer. In addition, a letter stating that the design complies with this code shall be submitted at the time of application for permit.

- (www) Section 2901.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a new paragraph to the end of the existing paragraph to read as follows:

Section 2901.1. Scope. *{existing text remains unchanged}* ...

The provisions of this chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflict arise between the two chapters, the building official shall determine which

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provision applies. All Health Department required fixtures for food related occupancies are in addition to fixtures listed in Table 2902.1.

- (xxx) Section 2902.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a new paragraph to the end of the existing paragraph to read as follows:

Section 2902.1. Minimum number of fixtures. *{existing text remains unchanged}* ...

In other than E occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing by the applicant, stating reasons for a reduced number, and approved by the *building official*.

- (yyy) Section 2902.6 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Table 2902.6 Small occupancies. Drinking fountains are not required in M and B occupancies with an occupant load of 100 or less, and for dining and/or drinking establishments.

- (zzz) Section 2902.2 of the *International Building Code*, 2015 edition, is hereby amended by changing Exception 2. to read as follows:

Section 2902.2 Separate facilities.

Exceptions:

2. Separate facilities shall not be required in structures or tenet spaces with a total occupant load, including both employees and customers, of 25 or less.

- (aaaa) Section 3002.1 of the *International Building Code*, 2015 edition, is hereby amended by adding two exceptions to read as follows:

Section 3002.1. Hoistway enclosure protection.

Exceptions:

1. Elevators wholly located within atriums complying with Section 404 shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

- (bbbb) Section 3005.4 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

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Section 3005.4. Machine rooms, control rooms, machinery spaces and control spaces. Elevator machine rooms, control rooms, control spaces and machinery spaces shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both. *{remaining text unchanged}* ...

(cccc) Section 3005.7 of the *International Building Code*, 2015 edition, is hereby added to read as follows:

Section 3005.7 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

Section 3005.7.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.7.2.1.

Section 3005.7.2.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoist-ways.

Section 3005.7.2.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

Section 3005.7.3 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

Section 3005.7.4 Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

(dddd) Section 3005.8 of the *International Building Code*, 2015 edition, is hereby added to read as follows:

Section 3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

(eeee) Section 3006.2 of the *International Building Code*, 2015 edition, is hereby amended by changing Item 5. to read as follows:

Section 3006.2 Hoistway opening protection required. Item 5.

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5.The building is a high rise and the elevator hoistway is more than 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

(ffff) Section 3109.1 of the *International Building Code*, 2015 edition, is hereby amended to read as follows:

Section 3109.1. General. Swimming pools shall comply with the requirements of Sections 3109.2 through 3109.5 and other applicable sections of this code as well as also complying with applicable state law.

(gggg) Section 3109.4.1 of the *International Building Code*, 2015 edition, is hereby amended by adding a new paragraph to the end of the existing paragraph to read as follows:

Section 3109.4.1. Barrier height and clearances. *{existing text remains unchanged}* ...

At all times during the construction of a pool, or until a permanent barrier meeting all the requirements of Section 3109 is installed, a temporary barrier that is at least thirty-six inches (36") in height, and meets the opening provisions of Section 3109, shall completely surround the pool excavation."

SECTION 4

This Ordinance shall be cumulative of all provisions of the ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5

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

SECTION 6

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

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

SECTION 7

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: June 20, 2016

FROM: Danny Hartz, Building Official

ITEM: Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article III, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Plumbing Code* and by adopting the 2015 edition of the *International Fuel Gas Code* together and local amendments to such codes.

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and have replaced the Uniform Codes that were used in the past.

The Town of Flower Mound have been involved and supportive throughout the code development process and the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG).

The Town of Flower Mound is currently using the 2012 *International Plumbing Code* and the 2012 *International Fuel Gas Code*. The 2015 *International Plumbing Code* and the 2015 *International Fuel Gas Code* are the most current published plumbing and fuel gas codes at this time. It takes at least a year for area cities to complete the review of the codes and recommend regional amendments to the codes through the Council of Governments.

The *International Plumbing Code* (IPC) addresses the general design and plumbing aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IPC specifies, for example, what size water, sewer, and gas lines are required for a certain project. This code helps protect our drinking water from contaminants and controls certain types of waste to keep our sewage treatment at a minimum.

Similarly, the *International Fuel Gas Code* (IFGC) addresses the minimum standards for fuel gas supply and distribution systems within a building or structure. This code helps protect the community from natural gas leaks and propane leaks and the accompanying potential for poisoning, asphyxiation, fire, and even explosion.

This ordinance combines two codes -- the *International Plumbing Code* and the *International Fuel Gas Code* -- into one code, and both codes so combined will be referred to collectively as the plumbing code for the Town of Flower Mound. This combining of these codes was done as a convenience to the plumbing contractors, since state law requires that the installation of gas piping systems be performed by a state-licensed master plumber.

NCTCOG, along with Town staff, has reviewed both codes and recommended regional amendments to each. NCTCOG has encouraged area municipalities to adopt the 2015 International Plumbing Code and the 2015 International Fuel Gas Code with these specific regional amendments. The recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

ALTERNATIVES/OPTIONS: Continue to use the 2012 *International Plumbing Code* and 2012 *International Fuel Gas Code* as our adopted plumbing code.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending Chapter 14, "Buildings and Building Regulations," Article III, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Plumbing Code* and by adopting the 2015 edition of the *International Fuel Gas Code* together with local amendments to such codes.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL PLUMBING CODE*, 2015 EDITION, AND THE *INTERNATIONAL FUEL GAS CODE*, 2015 EDITION AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and

WHEREAS, the *International Plumbing Code* and *International Fuel Gas Code* have been prepared by the ICC and in addition to review by the NCTCOG, have been reviewed by Town staff; and

WHEREAS, the current plumbing code in the Town is the 2012 edition of the *International Plumbing Code* and the current fuel gas code in the Town is the 2012 edition of the *International Fuel Gas Code*, and the Town's plumbing code and fuel gas code should be updated to the most current published codes available; and

WHEREAS, the 2015 editions of the *International Plumbing Code* and *International Fuel Gas Code* are the most current published codes available that address the general design and construction aspects of all plumbing in the Town, except for one- and two-family dwellings and townhouses (which are covered by the International Residential Code); and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2015 editions of the *International Plumbing Code* and *International Fuel Gas Code* and has determined that this will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

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From and after the effective date of this Ordinance, Section 14-71 of the Code of Ordinances of the Town of Flower Mound, entitled "International Plumbing Code and International Fuel Gas Code Adopted," is hereby deleted and is replaced with the following:

"Sec. 14-71. International Plumbing Code and International Fuel Gas Code Adopted.

The *International Plumbing Code*, 2015 edition, and the *International Fuel Gas Code*, 2015 edition, a copy of each of which is on file in the office of the town secretary, are hereby adopted and designated as the plumbing codes of the town, the same as though the provisions of the *International Plumbing Code*, 2015 edition, and the *International Fuel Gas Code*, 2015 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-72. The term "plumbing code" refers to both codes as one combined code."

SECTION 3

From and after the effective date of this Ordinance, Section 14-72 of the Code of Ordinances of the Town of Flower Mound, entitled "Local Amendments to International Plumbing Code and International Fuel Gas Code," is hereby deleted and is replaced with the following:

"Sec. 14-72. Local Amendments to International Plumbing Code and International Fuel Gas Code.

The *International Plumbing Code*, 2015 edition, and the *International Fuel Gas Code*, 2015 edition, are hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) The Table of Contents under Chapter 7, Sanitary drainage, 714 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

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- (b) Section 101.1 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations, combined with the regulations located in the *International Fuel Gas Code*, shall be known as the plumbing code of the town, hereinafter referred to as "this code."

- (c) Section 101.5 of the *International Plumbing Code*, 2015 edition, is hereby added to read as follows:

Section 101.5. License and registration required. It shall be unlawful for any person, firm, or corporation to make any installation, alteration, repair, replacement, or remodel of any plumbing system regulated by this code without having registered a valid Texas Master Plumber's License, or other applicable

license, with the town. Said registration shall be upon forms supplied by the building official and shall become null and void on December 31st of each year. If appropriate, a fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound, Texas.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel of any plumbing system regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the building official, preventing any additional permits from being issued, if it is determined by the building official that corrective action is needed for compliance with the requirements of section 18-32 of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound, shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the building official.

The supervising master or journeyman plumber shall be on the job site at all times while plumbing work is being performed. The ratio of helpers, apprentice plumbers, or otherwise unlicensed plumbers shall not exceed three (3) unlicensed plumbers to one (1) supervising master or journeyman plumber.

- (d) Section 102.8 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in chapter 15, and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC electrical code shall mean the electrical code as adopted.

- (e) Section 106.5.3 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 106.5.3. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance or if the work authorized on the site by such permit is suspended or abandoned at any time after the work has commenced for a period of 180 days. For this section, ***suspended or abandoned*** will be defined as an

elapsed time between any two approved required inspections. Once a permit becomes invalid and before such building or work can be recommenced, a new permit shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration of more than one year, the permittee shall submit a new application and pay a new full permit fee.

Exception: Water heater and boiler replacement permits must receive a final inspection within 72 hours of installation.

- (f) Section 106.6.2 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 106.6.2. Fee schedule. The fees for all plumbing work shall be as adopted by the town.

- (g) Section 106.6.3 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 106.6.3. Fee refunds. The building official shall establish a policy for authorizing the refunding of fees.

- (h) Section 109 of the *International Plumbing Code*, 2015 edition, is hereby amended by deleting the entire section and replacing it with the following provision to read as follows:

Section 109.1. Application for appeal. Any person shall have the right to appeal a decision of the building official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

- (i) Section 305.4.1 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 305.4.1. Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

- (j) Section 305.7 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 305.7. Protection of components of plumbing systems. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages, or other locations in a manner in which they could be exposed to damage shall be recessed into the wall or otherwise protected in an approved manner.

- (k) Sections 312.10.1 and 312.10.2 of the *International Plumbing Code*, 2015 edition, are hereby amended to read as follows:

Section 312.10.1. Cross-Connection Control Program

A. General. No water service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems ("TCEQ Rules") and this code. The water purveyor shall discontinue water service if a required backflow prevention assembly is not installed, maintained, and tested in accordance with the TCEQ Rules and this code.

B. Backflow prevention assembly installation, testing, and maintenance.

- (1) All backflow prevention assemblies shall be tested upon installation by a recognized backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards shall be registered with the town and shall be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester. Such registration shall be effective annually and subject to the fee specified in Appendix A of the Code of Ordinances of the Town of Flower Mound.
- (2) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), or The University of Southern California Manual of Cross-Connection Control.
- (3) Assemblies shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective. Original forms of such test, repairs, and overhaul shall be kept and submitted to the town within five (5) working days of the test, repair, or overhaul of each backflow prevention assembly.
- (4) No backflow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the town. Whenever the existing assembly or device is moved from the present location or cannot be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current edition, The University of Southern

California Manual of Cross-Connection Control, current edition, or the current plumbing code, whichever control is more stringent.

- (5) Test gauges used for backflow prevention assembly testing shall be calibrated at least annually in accordance with the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current edition, or The University of Southern California Manual of Cross-Connection Control, current edition. The original calibration form must be submitted to the town within five (5) working days after calibration.
- (6) A recognized backflow prevention assembly tester must hold a current endorsement from the Texas Commission on Environmental Quality ("TCEQ" or "Commission").
- (7) Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether they are operable. In the absence of local provisions, the owner is responsible to ensure that testing is performed.
- (8) Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum breaker assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies, hose connection backflow preventers, and spill-proof vacuum breakers shall be tested at the time of installation, immediately after repairs or relocation, and at least annually. The testing procedure shall be performed in accordance with applicable local provisions. In the absence of local provisions, the owner is responsible to ensure that testing is done in accordance with one of the following standards:

ASSE 5013; ASSE 5015; ASSE 5020; ASSE 5047; ASSE 5048; ASSE 5052; ASSE 5056; CSA B64.10; or, CSA B64.10.1.

C. Customer service inspections.

- (1) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.
- (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:

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- (a) Plumbing Inspectors and Water Supply Protection Specialists that have been licensed by the Texas State Board of Plumbing Examiners.
 - (b) Certified Waterworks Operators and members of other water-related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold a current endorsement issued by the Commission.
- (3) The Customer Service Inspection must certify that:
- (a) No direct connection between the public drinking water supply and a potential source of contamination exists.
 - (b) Potential sources of contamination have been isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.
 - (c) No cross-connection between the public water supply and a private water source exists. (Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.)
 - (d) No connection which allows water to be returned to the public drinking water supply exists.
 - (e) No pipe or pipe fitting which contains more than 8% lead has been used for the installation or repair of plumbing at any connection that provides water for human use.
 - (f) No solder or flux which contains more than 0.2% lead has been used for the installation or repair of plumbing at any connection that provides water for human use. (A minimum of one lead test shall be performed for each inspection.)

D. Certified backflow prevention assembly tester responsibilities.

- (1) No certified backflow assembly tester shall operate within the town without first registering with the town.
- (2) A registration shall remain in effect provided:
 - (a) The tester maintains certification by the TCEQ; and

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- (b) Registration is not revoked by the town.
- (3) A tester shall annually renew his/her registration with the town. If a certification remains expired for a period of one year, the tester shall reestablish registration eligibility.
- (4) Each applicant for registration shall:
 - (a) Provide proof of current certification in the State of Texas.
 - (b) Provide evidence to establish that the applicant has the necessary tools and equipment to properly test backflow prevention assemblies.
 - (c) Submit a list identifying all test gauges by the name of the manufacturer, model number, and the serial numbers of each gauge that will be used in testing backflow assemblies.
 - (d) Comply with and conform to all requirements of Chapter 18, Article II, Section 18-31, of the Code of Ordinances of the Town of Flower Mound.
- (5) A registered backflow prevention assembly tester shall:
 - (a) Annually have each recorded test kit tested for accuracy and calibrated according to TCEQ regulations, and submit a copy of the test results at the time of registration or renewal.
 - (b) Perform competent and accurate certifications of each backflow prevention assembly tested and shall submit complete reports thereof to the town.
 - (c) List registered serial numbers of test gauges on tests and maintenance reports prior to submitting them to the town.
 - (d) Not change the design or operation characteristics of a backflow prevention assembly.
 - (e) Submit a copy of test results to the town within 15 days of testing.
 - (f) Maintain testing and repair records for a minimum of three years.
- (6) After notice, the town may revoke a registration if the town determines that the tester:

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- (a) Has made false, incomplete, or inaccurate assembly testing reports;
 - (b) Has used inaccurate gauges;
 - (c) Has used improper testing procedures;
 - (d) Is not in compliance with safety regulations;
 - (e) Has failed to submit the required information on his/her test kits or failed to calibrate gauges annually as required by subsection (5) above;
 - (f) Has violated any other provision of this code; or
 - (g) Is not in compliance with the requirements of Chapter 18, Article II, Section 18-32 of the Code of Ordinances of the Town of Flower Mound.
- (l) Section 314.2.1 of the International Plumbing Code, 2015 edition, is hereby amended to read as follows:

Section 314.2.1. Condensate control. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. ... *{text unchanged}* ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.
- (m) Section 401.1 of the *International Plumbing Code*, 2015 edition, is hereby amended, in part, by adding a second paragraph to read as follows:

Section 401.1. Scope. *{Existing paragraph remains unchanged.}* The provisions of this chapter are meant to work in coordination with the provisions of the building code. Should any conflicts arise between the two chapters, the code official shall determine which provision applies.
- (n) Section 403.1 of the *International Plumbing Code*, 2015 edition, is hereby amended, in part, by adding a second paragraph to read as follows:

Section 403.1. Minimum number of fixtures. *{Existing paragraph remains unchanged.}*

In other than E occupancies, the minimum number of fixtures in Table 403.1 may be lowered, if requested in writing by the applicant, stating reasons for a reduced number, and approved by the building official.
- (o) Section 403.2 of the *International Plumbing Code*, 2015 edition, is hereby amended by changing Exception 2. to read as follows:

Section 403.2 Separate facilities.

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2. Separate facilities shall not be required in structures or tenet spaces with a total occupant load, including both employees and customers, of 25 or less.

- (p) Section 403.6 of the *International Plumbing Code*, 2015 edition, is hereby added to read as follows:

Section 403.6. Small occupancies. Drinking fountains are not required in M and B Occupancies with an occupant load of 100 or less, and for dining and/or drinking establishments.

- (q) Section 409.2 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 409.2. Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. *{Remaining text unchanged.}*

- (r) Section 412.4 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 412.4. Required location. Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76mm) in diameter.
2. Commercial kitchens. (In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.)

- (s) Section 419.3 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 419.3. Surrounding material. Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip and 4 feet (1219 mm) above the floor and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.

- (t) Section 502.6 of the *International Plumbing Code*, 2015 edition, is hereby added to read as follows:

Section 502.6. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight feet (8') (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) that is installed not more than ten (10) feet (3048 mm) above the ground or floor level, may be accessible using a portable ladder.

Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided.

- (u) Section 504.6. of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 504.6. Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve, or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacturer's installation instructions and installed with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.
6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed so as to flow by gravity.
10. Not terminate less than 6 inches or more than 24 inches (152 mm) above grade nor more than 6 inches above the waste receptor.
11. Not have a threaded connection at the end of such piping.
12. Not have valves or tee fittings.

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13. Be constructed of those materials listed in Section 605.4 or materials tested, rated, and approved for such use in accordance with ASME A112.4.1.

- (v) Section 604.4.1 of the *International Plumbing Code*, 2015 edition, is hereby added to read as follows:

Section 604.4.1. State maximum flow rate. Where the state-mandated maximum flow rate is more restrictive than those of this section, the state flow rate shall take precedence.

- (w) Section 606.1 of the *International Plumbing Code*, 2015 edition, is hereby amended, in part, as follows:

Section 606.1. Location of full-open valves. Delete items 4 and 5 from the list.

- (x) Section 606.2 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 606.2. Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses, and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.

- (y) Section 608.1 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 608.1. General. A potable water supply system shall be designed, installed, and maintained in such a manner so as to prevent contamination from non-potable liquids, solids, or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, table 608.1, and as specifically stated in sections 608.2 through 608.16.10.

- (z) Section 608.16.1 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 608.16.1. Beverage dispensers. The water supply connection to beverage dispensers shall be protected against backflow by a reduced pressure principle backflow preventer (RPZ) or an air gap. ... {Remainder unchanged}....

- (aa) Section 608.16.4 of the *International Plumbing Code*, 2015 edition, is hereby amended by adding a second paragraph to read as follows:

Section 608.16.4. Connection to automatic fire sprinkler system and standpipe system. *{First paragraph and exceptions remain unchanged}...*

The required backflow prevention device shall be installed in an approved; freeze protected, above ground structure, and should be monitored.

- (bb) Section 608.16.5 of the *International Plumbing Code*, 2015 edition, is hereby amended to add a second paragraph to read as follows:

Section 608.16.5. Connections to lawn irrigation systems. *{First paragraph unchanged}...*

All lawn sprinkling systems shall be equipped with a temperature sensing device that stops the flow of water through the lawn sprinkling system when the ambient temperature is thirty-eight degrees Fahrenheit (38° F) or less and a device that stops the flow of water through the lawn sprinkling system when one-quarter inch (1/4") or more of rain falls. Further, pursuant to Section 551.006 of the Texas Local Government Code, all lawn sprinkling systems shall comply with Section 1903.053 of the Texas Occupations Code, and any rules adopted by the Texas Commission on Environmental Quality under that section.

- (cc) Section 608.17 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 608.17. Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. In the absence of other local regulations, installation shall be in accordance with sections 608.17.1 through 608.17.8.

- (dd) Section 610.1 of the *International Plumbing Code*, 2015 edition, is hereby amended by adding an exception to read as follows:

Section 610.1. General.

Exception: With prior approval, the code official may waive this requirement when deemed unnecessary.

- (ee) Section 705.11.2 of the *International Plumbing Code*, 2015 edition, is hereby amended by deleting the exceptions as follows:

Section 705.11.2. Solvent cementing.

Exceptions: Deleted

- (ff) Section 712.5 of the *International Plumbing Code*, 2015 edition, is hereby added to read as follows:

Section 712.5. Dual pump system. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10

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fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see section 1113.

- (gg) Section 714 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

**Section 714.
ENGINEERED DRAINAGE DESIGN**

- (hh) Section 804.2 of the *International Plumbing Code*, 2015 edition, is hereby added to read as follows:

Section 804.2. Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials.

- (ii) Section 903.1 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 903.1. Roof extensions. Open vent pipes that extend through a roof shall be terminated at least six inches (6") (152 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (7') (2134 mm) above the roof.

- (jj) Section 918.3 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 918.3 Where permitted. This section shall only be used with pre-approval from the building official. A request, in writing, must be submitted with the permit application listing all reasons why open air venting cannot be utilized. If approved by the building official ... {remainder of section unchanged}.

- (kk) Section 1002.10 of the *International Plumbing Code*, 2015 edition, is hereby deleted as follows:

Section 1002.10. Plumbing in mental health centers. Deleted.

- (ll) Sections 1003.3.4, 1003.3.4.1, 1003.3.4.2, 1003.3.5 and 1003.3.6 of the *International Plumbing Code*, 2015 edition, are hereby deleted and replaced with a new Section 1003.3.4 to read as follows:

Section 1003.3.4. Sizing and location of traps and interceptors. When in the determination of the building official a device is needed, the following sizing, definitions, and locations shall apply.

Both interceptor and trap location must be approved and located outside the building. A design must be submitted at time of permit application.

For this section, the following definitions shall apply:

Grease interceptor- An interceptor of at least 750 gallons.

Grease trap- A device designed to retain grease from one (1) to a maximum of six (6) fixtures. If automatic dishwasher is used, fixture count is limited to a maximum of four (4) fixtures.

Single serve kitchen- A kitchen where the meals are served on disposable plates and utensils.

GREASE TRAPS:

If your system is within the definition for a grease trap, use the following sizing formula:

Total gallons per minute x .40 x 12 = Grease trap capacity in gallons.

Fixture	Fixture Abbreviation	Gallons per minute
Three compartment sink	3CP	15
Handwash sink	HWS	7.5
Mop sink	MS	22.5
Floor drain	FD	15
Prep sink	PS	7.5
Soaking sink	SS	7.5
Dishwasher	DW	22.5

GREASE INTERCEPTORS:

If your system does not fall under the definition of grease trap, the following formula must be used:

Sizing Formula

Number of meals Waste Flow Retention Storage Interceptor
Per peak hour x rate x time x factor = gallon capacity

Meals served at peak hour *

Waste flow rate

- (a) With dishwashing machine 6 gal.
- (b) Without dishwashing machine 5 gal.
- (c) Single serve kitchen 2 gal.

Retention time

- (a) Commercial kitchen waste
Dishwasher----- 2.5 hours
- (b) Single serve kitchen 1.5 hours

Storage factor for fully equipped commercial kitchen - hours of operation

8 hours - 1

16 hours - 2

24 hours - 3

Single serve kitchen - 1.5

*- Meals served at peak hour may be obtained by the total number of fixed seats multiplied by 60 and divided by the estimated time a patron takes to eat. A restaurant which moves people quickly may have a seating time from 30 minutes to 45 minutes. Another may be from 90 minutes to 120 minutes. Where establishments have no fixed seating, the occupant load in the dining area must be used. For buildings with drive-through windows, an additional 60 occupants or seats must be added to peak meals per hour.

- (mm) Section 1101.8 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 1101.8. Cleanouts required. Cleanouts or manholes shall be installed in the building storm drainage system and shall comply with the provisions of this code for sanitary drainage pipe cleanouts.

- (nn) Section 1106.1 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 1106.1. General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six inches (6") per hour rainfall rate.

- (oo) Section 1108.3 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

Section 1108.3. Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with section 1106. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

- (pp) Section 1202.1 of the *International Plumbing Code*, 2015 edition, is hereby amended by deleting the second exception as follows:

Section 1202.1. Nonflammable medical gas. Exception 2. Deleted.

- (qq) Section 102.2 of the *International Fuel Gas Code*, 2015 edition, is hereby amended by adding an exception to read as follows:

Exception: Existing dwelling units shall comply with Section 621.2.

- (rr) Section 102.8 of the *International Fuel Gas Code*, 2015 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8, and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced

standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC Electrical Code shall mean the electrical code as adopted.

- (ss) Section 306.5 of the *International Fuel Gas Code*, 2015 edition, is hereby amended, in part, by changing the first paragraph to read as follows:

Section 306.5. Equipment and appliances on roofs or elevated structures.

Where equipment requiring access or appliances are installed on roofs or elevated structures at an aggregate height exceeding 16 feet (16') (4877 mm), such access shall be provided by a permanent approved means of access. Permanent exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliance's level service space. Such access shall . . . *{bulk of section to read the same}*. . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). *{Remainder of section remains unchanged.}*

- (tt) Section 306.5.1 of the *International Fuel Gas Code*, 2015 edition, is hereby amended to read as follows:

Section 306.5.1. Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

- (uu) Section 306.7 of the *International Fuel Gas Code*, 2015 edition, is hereby added to read as follows:

Section 306.7. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight feet (8') (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) that is installed not more than ten (10) feet (3048 mm) above the ground or floor level, may be accessible with a portable ladder.

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Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with section 306.3.1.

- (vv) Section 401.5 of the *International Fuel Gas Code*, 2015 edition, is hereby amended by adding a second paragraph to read as follows:

Section 401.5. Identification. {Existing paragraph remains unchanged.}

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel, and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

- (ww) Section 402.3 of the *International Fuel Gas Code*, 2015 edition, is hereby amended by adding an exception to read as follows:

Section 402.3. Sizing. Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of ½ inch (18EHD).

- (xx) Section 404.12 of the *International Fuel Gas Code*, 2015 edition, is hereby amended to read as follows:

Section 404.12. Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (18") (458 mm) below grade to the top of the pipe.

- (yy) Section 406.1 of the *International Fuel Gas Code*, 2015 edition, is hereby amended to read as follows:

Section 406.1. General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power, and labor necessary for the inspections and test shall be furnished by the permit holder, and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

- (zz) Section 406.4 of the *International Fuel Gas Code*, 2015 edition, is hereby amended to read as follows:

Section 406.4. Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

- (aaa) Section 406.4.1 of the *International Fuel Gas Code*, 2015 edition, is hereby amended to read as follows:

Section 406.4.1. Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure. Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

- (bbb) Section 406.4.2 of the *International Fuel Gas Code*, 2015 edition, is hereby amended to read as follows:

Section 406.4.2. Test duration. Test duration shall be held for a length of time satisfactory to the building official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen inches (14") of water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the building official, but in no case for less than thirty (30) minutes.

- (ccc) Section 409.1.4 of the *International Fuel Gas Code*, 2015 edition, is hereby added to read as follows:

Section 409.1.4. Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration, but in no case greater than 12 inches (12") from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings,

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and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

- (ddd) Section 410.1 of the *International Fuel Gas Code*, 2015 edition, is hereby amended by adding a second paragraph and exception to read as follows:

Section 410.1. Pressure regulators. {Existing paragraph remains unchanged.}

Access to regulators shall comply with the requirements for access to appliances as specified in section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

- (eee) Section 621.2 of the *International Fuel Gas Code*, 2015 edition, is hereby amended by adding an exception to read as follows:

Section 621.2. Prohibited use.

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the code official, unless an unsafe condition is determined to exist as described in Section 108.7.

SECTION 4

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

SECTION 5

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 6

Any person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1.06 of Chapter 1 of the Code of Ordinances of the Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

ORDINANCE NO. _____

PAGE NO. 21**SECTION 7**

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

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

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

Bryn Meredith, Town Attorney



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: June 20, 2016

FROM: Danny Hartz, Building Official

ITEM: Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Mechanical Code* and local amendments thereto.

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and replace the Uniform Codes that we have used in the past.

The Town of Flower Mound has been involved and supportive throughout the code development process and the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG). It takes at least a year for area cities to complete the review of the code and recommend regional amendments to the code through the Council of Governments.

The *International Mechanical Code* (IMC) addresses the general design and mechanical aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IMC helps create a healthy environment inside a building. The many different tools inside this code that an Architect or Engineer could use to keep air quality in a safe healthy range include formulas addressing replenishing of air that has been exhausted, filtering of incoming air, and the amount of outside air needed to keep the air supply within a building fresh.

NCTCOG, along with Town staff, has reviewed this code and recommended regional amendments. NCTCOG has encouraged area municipalities to adopt the 2015 International Mechanical Code with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

ALTERNATIVES/OPTIONS: Continue to use the 2012 *International Mechanical Code* as our adopted mechanical code.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Mechanical Code* and local amendments thereto.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE IV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL MECHANICAL CODE*, 2015 EDITION, AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the “International Codes”); and

WHEREAS, the *International Mechanical Code* has been prepared by the ICC, and in addition to review by the NCTCOG, has been reviewed by Town staff; and

WHEREAS, the current mechanical code in the Town is the 2012 edition of the *International Mechanical Code*, and the Town’s mechanical code should be updated to the most current published mechanical code available; and

WHEREAS, the 2015 edition of the *International Mechanical Code* is the most current published code available that addresses the general design and construction aspects of all mechanical systems in the Town, except one- and two-family dwellings and townhouses (which are covered by the International Residential Code); and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2015 edition of the *International Mechanical Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-101 of the Code of Ordinances of the Town of Flower Mound, entitled “International Mechanical Code Adopted,” is hereby deleted and is replaced with the following provision:

“Sec. 14-101. International Mechanical Code Adopted.

The *International Mechanical Code*, 2015 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the mechanical code of the town, the same as though the provisions of the *International Mechanical Code*, 2015 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-102.”

SECTION 3

From and after the effective date of this Ordinance, Section 14-102 of the Code of Ordinances of the Town of Flower Mound, entitled “Local Amendments to International Mechanical Code,” is hereby deleted and is replaced with the following provision:

“Sec. 14-102. Local Amendments to International Mechanical Code.

The *International Mechanical Code*, 2015 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section 101.1 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the mechanical code of the town, hereinafter referred to as “this code.”

- (b) Section 101.5 of the *International Mechanical Code*, 2015 edition, is hereby added to read as follows:

Section 101.5. License and registration required. It shall be unlawful for any person, firm, or corporation to make or perform any installation, alteration, repair, replacement, or remodel of any mechanical system regulated by this code without having registered a valid Texas Mechanical License, or other applicable license, with the town. Said registration shall be upon forms supplied by the building official and shall become null and void on December 31st of each year. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound, Texas.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel of any mechanical system regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the building official preventing any additional permits being issued, if it is determined by the building official that corrective action is needed for compliance with the requirements of Chapter 18, Article II, Section 18-32, of the

ORDINANCE NO. _____

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Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the building official.

- (c) Section 102.8 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in chapter 15, and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC electrical code shall mean the electrical code as adopted.

- (d) Section 106.4.3 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 106.4.3. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance. Similarly, every permit issued shall become invalid if the work authorized on the site by such permit is suspended or abandoned at any time after the work has commenced for a period of 180 days. For this section, *suspended or abandoned* will be defined as an elapsed time between any two approved required inspections. Once a permit becomes invalid and before such building or work can be recommenced, a new permit shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration of more than one year, the permittee shall submit a new application and pay a new full permit fee.

- (e) Section 106.5.2 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 106.5.2. Fee schedule. The fees for all mechanical work shall be as adopted by the town.

- (f) Section 106.5.3 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 106.5.3. Fee refunds. The building official shall establish a policy authorizing the refunding of fees.

- (g) Sections 109.1 through 109.7 of the *International Mechanical Code*, 2015 edition, are hereby amended by deleting such sections in their entirety and replacing them with the following provision, to read as follows:

Section 109.1. Application for appeal. Any person shall have the right to appeal a decision of the building official to the board of appeals established by ordinance.

- (h) Section 306.5 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 306.5. Equipment and appliances on roofs or elevated structures. Where equipment requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 8 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall{Remainder unchanged.}

- (i) Section 306.5.1 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 306.5.1. Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

- (j) Section 306.6 of the *International Mechanical Code*, 2015 edition, is hereby added to read as follows:

Section 306.6. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight feet (8') (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10-gallon water heater (or larger with approval) may be accessed through a lay-in ceiling when the water heater is installed not more than 10 feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

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Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with section 306.3.1.

- (k) Section 307.2.3 of the *International Mechanical Code*, 2015 edition, is hereby amended by changing item #2 to read as follows:

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard, such as dripping over a walking surface or other areas so as to create a nuisance.

- (l) Section 403.2.1 of the *International Mechanical Code*, 2015 edition, is hereby amended by adding a new item #5, to read as follows:

5. Toilet rooms within private dwellings that contain only a water closet, lavatory, or combination thereof may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

- (m) Section 501.3 of the *International Mechanical Code*, 2015 edition, is hereby amended by adding a fourth exception to read as follows:

4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

- (n) Section 607.5.1 of the *International Mechanical Code*, 2015 edition, is hereby amended to read as follows:

Section 607.5.1. Fire walls. Ducts and air transfer openings permitted in fire walls in accordance with section 705.11 of the *International Building Code* shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems, see Sections 510.1 through 510.9.”

SECTION 4

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

SECTION 5

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ORDINANCE NO. _____

PAGE NO. 6**SECTION 6**

Any person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

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

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

Bryn Meredith, Town Attorney



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: June 20, 2016

FROM: Danny Hartz, Building Official

ITEM: Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Residential Code* and local amendments thereto.

BACKGROUND INFORMATION: During the 77th regular session of the Texas Legislature, SB 365 was passed requiring all municipalities to adopt the 2000 *International Residential Code* (IRC) and the 1999 *National Electrical Code* (NEC) as the residential building codes for Texas. This bill also requires municipalities to review and adopt each code update. These two codes are updated on a three-year cycle. We are currently using the 2014 NEC as our adopted electrical code. Adopting the 2015 IRC will keep us up-to-date with the most current versions of each code.

The principle concerns of the *International Residential Code* are the protection of public health, safety, and welfare. The *International Residential Code* addresses the design and construction of one- and two-family dwellings and townhouses. This code provides flexibility and efficient designs for the code official, designer, engineer, plumber, and architect. The 2015 code sets a minimum energy performance and coincides with the *International Energy Conservation Code*.

The Town of Flower Mound has been involved and supportive throughout the code development process. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG). NCTCOG, along with Town staff, has reviewed this code and added regional amendments. NCTCOG has encouraged area municipalities to adopt the 2015 *International Residential Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

ALTERNATIVES/OPTIONS: Continue to use the 2012 *International Residential Code* as our adopted residential code.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Residential Code* and local amendments thereto.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE XIV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL RESIDENTIAL CODE*, 2015 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the “International Codes”); and

WHEREAS, the *International Residential Code* has been prepared by the ICC, and in addition to review by the NCTCOG, has been reviewed by Town staff; and

WHEREAS, the current residential code in the Town is the 2012 edition of the *International Residential Code*, and the Town’s residential building code should be updated to the most current published building code available; and

WHEREAS, the 77th Texas Legislature passed Senate Bill 365 (SB 365) in 2001 adopting the *International Residential Code* for municipalities of the state; and

WHEREAS, SB 365 provides that municipalities may adopt local amendments to the *International Residential Code*; and

WHEREAS, the 2015 edition of the *International Residential Code* is the most current published code available that addresses the general design and construction aspects of all residential buildings in the Town; and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2015 edition of the *International Residential Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-571 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "International Residential Code Adopted," is hereby deleted and replaced with the following provision:

"Sec. 14-571. International Residential Code Adopted.

The *International Residential Code*, 2015 edition, including Appendix H and Appendix Q, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the residential building code of the town, the same as though these provisions of the *International Residential Code*, 2015 edition, were copied at length in this section; subject to the deletions, amendments, and additions provided in section 14-572."

SECTION 3

From and after the effective date of this Ordinance, Section 14-572 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Local Amendments to International Residential Code," is hereby deleted and replaced with the following provision:

"Sec. 14-572. Local Amendments to International Residential Code

The *International Residential Code*, 2015 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section R101.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R101.1. Title. These provisions shall be known as the *Residential Code for One- and Two-family dwellings* of the Town of Flower Mound and shall be cited as such and will be referred to herein as "this code."

- (b) Section R102.4 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R102.4. Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Section R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any

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reference made to NFPA 70 or the electrical code shall mean the electrical code as adopted.

- (c) Section R104.10.1 of the *International Residential Code*, 2015 edition, is hereby deleted in its entirety as follows:

Section R104.10.1. Flood hazard area. Deleted.

- (d) Section R105.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R105.1. Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or causes any such work to be done, shall first make application to the *building official* and obtain the required *permits*.

It shall be the responsibility of any person, firm, or corporation, upon submittal of an application for a building permit for work regulated by this code, to register as a contractor with the town. This form must be submitted with the *permit* application. Said registration shall be upon forms supplied by the *building official* and shall become null and void on December 31st of each year. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the *building official*, preventing any additional permits being issued, if it is determined by the *building official* that corrective action is needed for compliance with the requirements of Section 18-32 of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the *building official*.

- (e) Section R105.2 of the *International Residential Code*, 2015 edition, is hereby amended, in part, by deleting Item Nos. 5 and 10 and amending Item Nos. 1 and 2 to read as follows:

Section R105.2. Work exempt from permit. Building:

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1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet (18.58 m²).
2. Fences where an existing gate or pickets are being replaced as long as they are of the same height, material, size, and location, as those being replaced.
....
5. Deleted.
....
10. Deleted.

- (f) Section R105.3.1.1 of the *International Residential Code*, 2015 edition, is hereby deleted in its entirety to read as follows:

Section R105.3.1.1. Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. Deleted.

- (g) Section R105.3.2 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R105.3.2. Time limitations of applications. An application for a *permit* for any proposed work shall be deemed to have been abandoned 45 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 45 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- (h) Section R105.5 of the *International Residential Code*, 2015 edition, is hereby amended by amending Section 105.5, adding a new Section 105.5.1, entitled "Swimming pools," adding a new Section 105.5.2, entitled "Lawn irrigation systems," adding a new Section 105.5.3, entitled "Fences and retaining walls," adding a new Section 105.5.4, entitled "Foundation repair, electrical, patio cover, re-roof, window/door, and all MISC permits," adding a new Section 105.5.5, entitled "Plumbing permits," adding a new Section 105.5.6, entitled "Mechanical permits," adding a new Section 105.5.7, entitled "Demolition permits," and adding a new Section 105.5.8, entitled "Umbrella permits," to read as follows:

Section R105.5. Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such permit is commenced within 45 days after its issuance. In addition, except for those *permits* specifically named in this section, every permit issued shall become invalid if work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. For this section, *suspended* or *abandoned* will be defined as an elapsed time of 180 days between any two approved required inspections. The *building official* is authorized to grant, in writing, one or more extensions of time, for

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periods not more than 180 days each. The extension shall be requested in writing, and justifiable cause demonstrated. Once a permit becomes invalid and before such building or work can be recommenced, a new *permit* shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new *permit* for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a *permit* after expiration of more than one year, the permittee shall submit a new application and pay a new full *permit* fee.

105.5.1. Swimming pools. Every swimming pool permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 180 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.2. Lawn irrigation systems. Every lawn irrigation system permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.3. Fences and retaining walls. Every fence or retaining wall permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by

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such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.4. Foundation repair, electrical, patio cover, re-roof, window/door, and all MISC permits. Every foundation repair, electrical, patio cover, or any other MISC permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.5. Plumbing permits. Every plumbing permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 45 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Exception: Water heater replacement permits must receive a final inspection within 10 days of issue date.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good

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and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.6. Mechanical permits. Every mechanical permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 45 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

Exception: Indoor unit replacement permits must receive a final inspection within 10 days of issue date.

105.5.7. Demolition permits. Every demolition permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.8. Umbrella permits. Every umbrella permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 180 days of the issuance of the

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permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits may be extended more than once, but not more than three times.

- (i) Section R105.10 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section R105.10. Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary *permits* shall be subject to a citation for working without a *permit* and/or a fee equal to the total permit fee for that project, which shall be in addition to the required *permit* fees.

- (j) Section R106.1.4 of the *International Residential Code*, 2015 edition, is hereby deleted in its entirety to read as follows:

Section R106.1.4. Information for construction in flood hazard area. Deleted.

- (k) Section R106.5 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R106.5. Retention of construction documents. One set of approved foundation documents shall be retained by the *building official* for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

- (l) A new Section R109.5 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section R109.5. General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official*, and such work shall remain accessible and exposed for such purposes until approved. Before any inspection is approved, an address shall be posted that can be read from the street; the permit shall be posted, including all approved plans; and all rights-of-way, streets, and alleys shall be clean and clear of mud, sand, concrete, and building materials. All trash, construction debris, and construction material on site shall be contained in an approved manner. In addition to the above requirements, toilet facilities shall be provided for construction workers, and such facilities shall be maintained in a

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sanitary condition. Construction-worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the town. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the town shall not be valid. It shall be the duty of the *permit* applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the *building official* nor the town shall be liable for any expense entailed in the removal or replacement of any material required to allow inspection. Any inspection that is scheduled and found not to be ready may be assessed a re-inspection fee listed in Appendix A of the code of ordinances. This fee must be paid before a re-inspection is conducted.

- (m) Section R110 of the *International Residential Code*, 2015 edition, is hereby deleted in its entirety:

Section R110. Certificate of occupancy. Deleted.

- (n) Section R202 of the *International Residential Code*, 2015 edition, is hereby amended by adding a definition for “Construction trash and debris” and amending the definition of “Townhouse” to read as follows, in alphabetical order:

Section R202. Definitions.

CONSTRUCTION TRASH AND DEBRIS. Any material generated by or from a construction site that has no useful purpose as determined by the administrative authority.

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

- (o) Table R301.2(1) of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Table R301.2 (1). Climatic and Geographic Design Criteria.

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f
	SPEED ^d (mph)	Topographic Effects, special wind, and windborne debris _{k,l,m}	
5 lb/ft ²	115 (3-sec-gust)/76 fastest mile	No	A

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Subject to damage from				
Weathering ^a	Frost line Depth ^b	Termite ^c		
moderate	6"	very heavy		
Winter Design Temp ^e	Flood Hazards ^g	Ice Barrier Under-layment required ^h	Air Freezing Index ⁱ	Mean Annual Temperature ^j
22° F	local code	No	150	64.9° F

No changes to footnotes.

- (p) Section R302.1 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new Exception No. 6 to read as follows:

Section R302.1. Exterior walls. Exceptions:

6. Open non-combustible carport structures may be constructed when approved as required by other adopted ordinances.

- (q) Section R302.3 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new Exception No. 3 to read as follows:

Section R302.3. Two-family dwellings. Exception:

3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

- (r) Section R302.5.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R302.5.1. Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with a solid wood doors not less than 1 3/8 inches (35mm) in thickness, solid or honeycomb core steel doors not less than 1 3/8 (35mm) thick, or 20-minute fire-rated doors.

- (s) Section R303.3 of the *International Residential Code*, 2015 edition, is hereby amended by amending the Exception to read as follows:

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Section R303.3. Bathrooms. Exception: The glazed areas shall not be required where artificial light and a local exhaust system are provided. The minimum local exhaust rates shall be determined in accordance with Section M1507. Exhaust air from the space shall be exhausted directly to the outdoors unless the space contains only a water closet, a lavatory, or a water closet and a lavatory, which are permitted to be ventilated using an approved mechanical recirculating fan or similar system device to remove odors from the air.

- (t) Section R311.7.3 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R311.7.3. Vertical rise. A flight of stairs shall not have a vertical rise larger than 20 feet (6096 mm) between floor levels or landings.

- (u) Section R311.7.8 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section R311.7.8. Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers, except that for stairs or flights of stairs that incorporate winders, the handrail shall be located on the inside radius of the stair or flight of stairs.

- (v) Section R311.7.8.2 of the *International Residential Code*, 2015 edition, is hereby amended by amending Exception No. 1 to read as follows:

Section R311.7.8.2. Continuity. Exceptions:

1. Handrails shall be permitted to be interrupted by a newel post at a stair landing.

- (w) Section R313 of the *International Residential Code*, 2015 edition, is hereby amended by deleting it in its entirety as follows:

Section R313. AUTOMATIC FIRE SPRINKLER SYSTEMS. Deleted.

- (x) Section R315.2.2 of the *International Residential Code*, 2015 edition, is hereby amended by amending exception 2. to read as follows:

Exceptions:

2. Installation, *alteration*, or repairs of electrical powered plumbing or mechanical systems are exempt from the requirements of this section.

- (y) Section R322 of the *International Residential Code*, 2015 edition, is hereby amended by deleting it in its entirety as follows:

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Section R322. FLOOD-RESISTANT CONSTRUCTION. Deleted

- (z) Section R326.1 of the International Residential Code, 2015 edition, is hereby amended to read as follows:

Section R326.1 General. The design and construction of pools and spas shall comply with the 2015 IRC Appendix Q. Swimming Pools, Spas, and Hot Tubs.

- (aa) Section R401.2 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new paragraph following the existing paragraph and adding two new exceptions to read as follows:

Section R401.2. Requirements. *{existing text unchanged}* ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer. In addition, a letter stating that the design complies with this code shall be submitted at time of application for permit.

Exceptions:

1. Detached storage sheds, play houses, and other similar buildings up to and including 150 square feet:

Buildings up to and including 150 square feet may be placed on the ground and shall provide resistance to wind load by one of the following methods:

Anchored to a 4 inch thick slab reinforced with 6 X 6 #10 wire mesh or #3 (3/8") rebar spaced at 18 inches on center each way.

Anchored at all corners, each corner anchored by a system to resist a horizontal wind load of 115 (3-sec-gust)/76 miles per hour.

2. Habitable additions up to and including 500 square feet, and accessory buildings, play houses, and similar buildings greater than 150 square feet up to and including 500 square feet:

Beams must be constructed at all perimeters. All beams are required to be at least 10 inches wide and 20 inches deep with 2 #5 (5/8") bars in the top and 2 #5 (5/8") bars in the bottom of the beam. Interior beams must also be constructed and located no more than 15 feet apart. All beams must extend at least 12 inches into undisturbed soil. Place #3 (3/8") bars 18 inches on center each way in the middle of the new 4-inch slab.

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For house additions, the existing concrete pad must be connected to the perimeter beam of the new foundation by #3 (3/8") bars doweled in to the existing foundation at 24-inch centers. The dowel bars must penetrate into the existing slab a minimum of 6 inches and extend into the new perimeter beam a minimum of 6 inches.

Note: Regardless of square footage, if the existing slab is post-tensioned, an engineer's design is required.

- (bb) Section R602.6.1 of the *International Residential Code*, 2015 edition, is hereby amended, the Exception is deleted in its entirety, and Figure R602.6.1 is replaced with a new Figure R602.6.1, entitled "Top Plate Framing to Accommodate Piping" to read as follows:

Section R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling, or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side of the notch to the first nail hole or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1.

Exception: Deleted.

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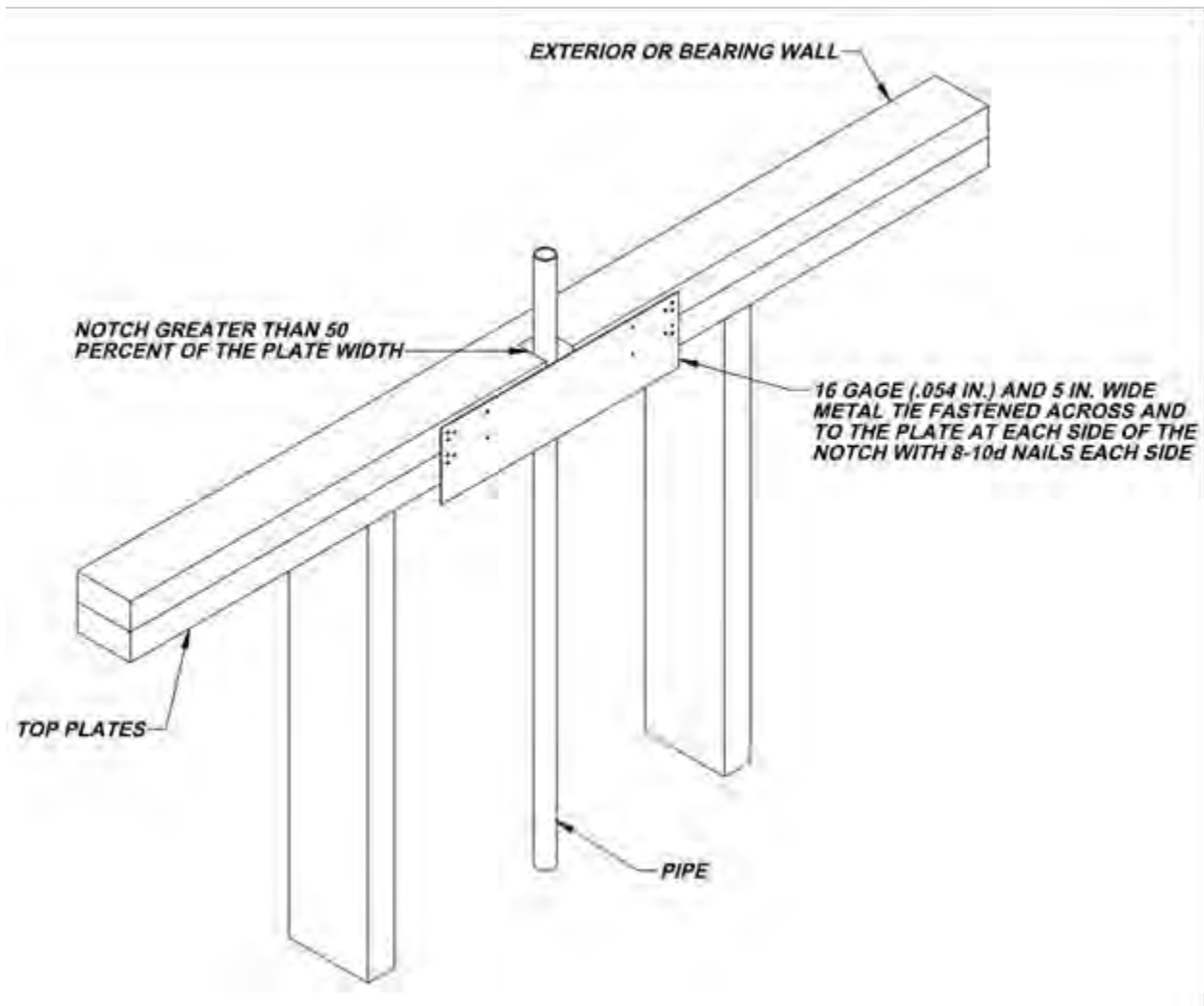


FIGURE R602.6.1
Top Plate Framing to Accommodate Piping

- (cc) Section R703.8.4.1 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new second paragraph prior to the existing Exception to read as follows:

Section R703.8.4.1. Size and spacing. *{Existing paragraph unchanged.}* ...

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or

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2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254) from the foundation.

- (dd) Section R902.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows, and a new Exception No. 5 is added to read as follows:

Section R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed..... *{remainder unchanged}*.

Exceptions:

5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet.

- (ee) Part IV-Energy Conservation of the *International Residential Code*, 2015 edition, is hereby amended by renaming this Part IV, as follows:

Part IV-Residential Provisions for Energy Efficiency

- (ff) Chapter 11 of the *International Residential Code*, 2015 edition, is hereby deleted and replaced with the *International Energy Conservation Code*, 2015 edition, *Residential Provisions* with amendments.
- (gg) Section M1305.1.3 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section M1305.1.3. Appliances in attics. Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, access to the attic space shall be provided by one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.

Exceptions:

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1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.
2. Where the passageway is unobstructed...*{remaining text unchanged}*.

- (hh) Section M1411.3 of the *International Residential Code*, 2015 edition, is hereby amended to replace the first sentence to read as follows:

Section M1411.3. Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to the sanitary sewer through the fixture side of a trap, by means of a direct or indirect drain. *{remaining existing text unchanged}*....

- (ii) Section M1411.3.1 of the *International Residential Code*, 2015 edition, is hereby amended by amending Item Nos. 3 and 4 by adding a new sentence at the end of each item to read as follows:

Section M1411.3.1. Auxiliary and secondary drain systems.

3. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.
4. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.

- (jj) Section M1411.3.1.1 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new sentence at the end of the existing paragraph to read as follows:

Section M1411.3.1.1. Water-level monitoring devices. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.

- (kk) Section M1503.4 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section M1503.4. Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be

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permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

- (II) Section M2005.2 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section M2005.2. Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an approved self-closing device. Direct-vent water heaters are not required to be installed within an enclosure.

- (mm) Section G2408.3 of the *International Residential Code*, 2015 edition, is hereby amended by deleting this section and the listed Exception in their entirety to read as follows:

Section G2408.3. Private garages. Deleted.

Exception. Deleted.

- (nn) Section G2413.3 of the *International Residential Code*, 2015 edition, is hereby amended by adding an exception after the three listed Items to read as follows:

Section G2413.3. (402.3) Sizing. {existing text unchanged}

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

- (oo) Section G2415.2 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new second paragraph to the existing paragraph to read as follows:

Section G2415.2. CSST. {existing text unchanged}....

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel, and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure

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Do Not Remove"

- (pp) Section G2415.12 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section G2415.12. (404.12) Minimum burial depth. *Underground piping systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

- (qq) Section G2417.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section G2417.1. (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The permit holder shall give reasonable advance notice to the building official when the *piping system* is ready for testing. The equipment, material, power, and labor necessary for the inspections and test shall be furnished by the permit holder, and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

- (rr) Section G2417.4 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section G2417.4. (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the pressure tests are made.

- (ss) Section G2417.4.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section G2417.4.1. (406.4.1) Test pressure. The test pressure to be used shall be not less than 3 psig (20 kPa gauge), or at the discretion of the building official, the *piping* and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diaphragm diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation, and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation, and a pressure range not to exceed 20 psi.

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For welded *piping*, and for piping carrying gas at pressures in excess of fourteen (14) inches of water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For *piping* carrying gas at a pressure that exceeds 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

- (tt) Section G2420.1 (409.1) of the *International Residential Code*, 2015 edition, is hereby amended by adding a new Section G2420.1.4 (409.1.4), entitled "Valves in CSST installations," to read as follows:

Section G2420.1.4. (409.1.4) Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) *piping* systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration, but in no case greater than 12 inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

- (uu) Section G2420.5.1 of the *International Residential Code*, 2015 edition, is hereby amended by adding a sentence at the end to read as follows:

Section G2420.5.1. (409.5.1) Located within the same room. {existing text unchanged} A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

- (vv) Section G2421.1 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new second paragraph and new exception to read as follows:

Section G2421.1. (410.1) Pressure regulators. {existing text unchanged}

Access to regulators shall comply with the requirements for access to appliances as specified in section M1305.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

- (ww) Section G2422.1.2.3 of the *International Residential Code*, 2015 edition, is hereby amended by deleting Exception Nos. 1 and 4 in their entirety as follows:

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Section G2422.1.2.3. (411.1.3.3) Prohibited locations and penetrations.**Exception No.1.** Deleted**Exception No. 4.** Deleted.

- (xx) Section G2445.2 of the *International Residential Code*, 2015 edition, is hereby amended by adding a new exception to read as follows:

Section G2445.2. Prohibited use. *{existing text unchanged}*

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the building official, unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* section 108.7.

- (yy) Section G2448.1.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section G2448.1.1. (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans, and scald protection shall be in accordance with this *code*.

- (zz) Section P2603.5.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section P2603.5.1. Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

- (aaa) Section P2801.6.1 of the *International Residential Code*, 2015 edition, is hereby amended by adding a sentence at the end to read as follows:

Section P2801.6.1. Pan size and drain. *{existing text unchanged}*.....The pan shall not be less than 1 1/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 2906.5.

- (bbb) Section P2801.7 of the *International Residential Code*, 2015 edition, is hereby amended by adding new Exception No. 2 to read as follows:

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Section P2801.7. Water heaters installed in garages. *{existing text unchanged}*

....

Exception:

2. Electric water heaters.

(ccc) Section P2804.6.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section P2804.6.1. Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacturer's installation instructions and installed in compliance with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.

[remainder unchanged]

(ddd) Section P2902.5.3 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section P2902.5.3. Lawn sprinkler systems. The potable water supply system to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, or a reduced pressure principle backflow preventer. A valve shall not be installed down-stream from an atmospheric breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

All lawn sprinkler systems shall be equipped with a temperature sensing device that stops the flow of water through the lawn sprinkler system when the ambient temperature is thirty-eight degrees Fahrenheit or less. In addition, all systems shall be equipped with a device that stops the flow of water through the lawn sprinkler

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system when one-quarter inch or more of rain falls. Further, pursuant to Section 551.006 of the Texas Local Government Code, all lawn sprinkling systems shall comply with Section 1903.053 of the Texas Occupations Code, and any rules adopted by the Texas Commission on Environmental Quality pursuant to that section.

- (eee) Section P3003.9.2 of the *International Residential Code*, 2015 edition, is hereby amended by deleting the exceptions to read as follows:

Section P3003.9.2. Solvent cementing.

Exceptions. Deleted.

- (fff) Section P3005.2.2.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section P3005.2.2.1. Building sewer and sewer lateral junction. A clean out must be provided at this junction in compliance with most current Town of Flower Mound Design Criteria and Construction Standards.

- (ggg) Section P3005.2.3 of the *International Residential Code*, 2015 edition, is hereby amended by adding a second paragraph to read as follows:

Section P3005.2.3. Building drain and building sewer junction.

For swimming pools that are constructed on lots that have public sewer, a drain or backwash line with a minimum size of 1½ inch must be provided. This line must direct waste into the public sewer by use of an air gap into a 3-inch trap. The trap seal of this trap must be protected from freezing, and the standpipe must rise at least 3 inches above grade.

- (hhh) Section P3111 of the *International Residential Code*, 2015 edition, together with all of its component sections, is hereby deleted in its entirety as follows:

Section P3111. Combination waste and vent system. Deleted.

Section 3111.1. Type of fixtures. Deleted.

Section 3111.2. Installation. Deleted.

Section 3111.2.1. Slope. Deleted.

Section 3111.2.2. Connection. Deleted.

Section 3111.2.3. Vent size. Deleted.

Section 3111.2.4. Fixture branch or drain. Deleted.

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Section 3111.3. Size. Deleted.

- (iii) Section P3112.2 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section P3112.2. Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain board height, and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air, or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level, and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius), and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

Exception: Outdoor sinks may use an approved air admittance device with prior approval from the code official.

- (jjj) Section P3114 of the *International Residential Code*, 2015 edition, together with all of its component sections, is hereby deleted in its entirety as follows:

Section P3114. Air admittance valves. Deleted.**Section P3114.1. General.** Deleted.**Section P3114.2. Installation.** Deleted.**Section P3114.3. Where permitted.** Deleted.**Section P3114.4. Location.** Deleted.**Section P3114.5. Access and ventilation.** Deleted.**Section P3114.6. Size.** Deleted.**Section P3114.7. Vent required.** Deleted.

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Section P3114.8. Prohibited installations. Deleted.

- (kkk) Section AH101.2 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section AH101.2 Permitted uses. Solid-roofed patio covers shall be permitted to be attached or detached. Attached solid-roofed patio covers must maintain the setbacks required for the main structure. Detached solid-roofed patio covers must be set back five feet from any building or structure located on the property, must be located no closer to the front property line than the main building, and must maintain a minimum of five feet from all property lines, except that on corner lots, the patio cover must adhere to the exterior side-yard setback established for the primary structure. Open-roofed patio covers shall be permitted to be attached or detached and must be located at least five feet from any property line and must be located no closer to the front property line than the main building. Patio covers shall be used for recreational, outdoor living purposes and not as carports, storage areas, accessory buildings, or habitable rooms.

- (lll) Section AH103.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section AH103.1. Patio covers. The sides of these structures shall not enclose more than 25 percent of the exterior walls measured around the perimeter or more than 25 percent of the floor area measured under roof. Any structure that exceeds these percentages must be reviewed and permitted using the accessory building regulations. No patio cover may exceed 25 percent of the floor area of the main structure.

- (mmm) Section AH104.1 of the *International Residential Code*, 2015 edition, is hereby amended to read as follows:

Section AH104.1 Height. Patio covers shall be permitted as one-story structures not exceeding 14 feet in height, except that those located in SFE (single-family estate) and A (agriculture) zoning shall be limited in height to 20 feet. Height shall be measured from the average grade adjacent to the patio cover to the peak of the roof.

- (nnn) Appendix Q of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Appendix Q. SWIMMING POOLS, SPAS, AND HOT TUBS

- (ooo) Section AQ101 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ101 GENERAL

- (ppp) Section AQ101.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

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Section AQ101.1. General. The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- or two-family dwelling.

(qqq) Section AQ101.2 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ101.2. Location requirements.

- (a) **Front yard.** No swimming pool, spa, or hot tub shall be located within the required or established front yard. On a corner lot, where both street exposures are treated as front yards, for the purposes of this section, the front yards shall be determined by the placement of the main building along with the legal address.
- (b) **Side yard.** All swimming pools, spas, and hot tubs must be located at least five feet from the side property line to the water's edge.
- (c) **Rear yard.** All swimming pools, spas, and hot tubs must be located at least five feet from the rear property line to the water's edge.
- (d) **Easements.** No swimming pool, spa, or hot tub, including applicable decks, shall be located in an easement.
- (e) **Equipment.** No equipment may be placed within the required or established front yard as defined in subsection (a) of this section, or within any easement. Equipment in relation to the pool shall not be affixed to any required perimeter fencing or common fences between property owners. Adequate drainage must be provided between any equipment and any property line. At a minimum, a two foot open space must be maintained.

(rrr) Section AQ101.3 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ101.3. Required inspections.

- (1) **Pre-drainage inspection.** This visual inspection verifies and approves the Drainage and Access plan that was submitted during the plan review phase.
- (2) **Belly steel and pool placement inspection.** Before any concrete or gunite can be placed, the belly steel and placement of the pool shall be inspected and approved. Rebar shall be a minimum size of three-eighths of an inch and located no more than 12 inches on center each way.

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- (3) **Deck steel, electrical bond, electrical underground and plumbing.** Before any concrete is placed for the pool deck, the placement of steel and the electrical bond shall be inspected and approved. The concrete deck shall be a minimum thickness of 3½ inches. Rebar shall be a minimum size of three-eighths of an inch and located no more than 18 inches on center each way. The bond conductor shall be a minimum size of No. 8 AWG. A minimum of four ground clamps that are evenly spaced around the pool shall be required to electrically bond the pool from stray ground current. All electrical conductors buried in the ground shall be inspected and approved prior to covering. All pool plumbing shall be subjected to a minimum water test of 15 psi.

- (4) **P-trap and gas line.** Before the backwash line, p-trap, and gas line are covered in any way, those items shall be inspected and approved. All pools shall have a p-trap and backwash line connected to the sanitary sewer.

Exception: Aboveground pools and spas that have a capacity of 750 gallons or less are not required to install a p-trap or backwash line. On lots that do not have access to town sewer and where sanitary drainage is provided through a septic system, no p-trap or backwash line is required; however, adequate drainage must be provided to allow for drainage of the pool.

- (5) **Pre-plaster inspection.** Before any water is placed in the pool, the permanent fence shall be installed, inspected, and approved.
- (6) **Final drainage inspection.** At the time of this inspection, all drain lines and dirt work must be completed. Installation of permeant vegetation in all disturbed areas must be installed before receiving a final drainage approval.

Exception: If pre-approved, the requirement for final vegetation may be waived. If permeant vegetation is waived, erosion control devices would be required in all disturbed areas before this inspection could be approved.

- (7) **Pool final.** All pool permits must receive an approved final inspection within 180 days of the issue date, or the permit will be expired.

(sss) Section AQ102 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ102 DEFINITIONS

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- (ttt) Section AQ102.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section 102.1 General. For the purposes of these requirements, the terms used shall be defined as follows and as set forth in Chapter 2.

ABOVE-GROUND/ON-GROUND POOL. See "Swimming pool."

BARRIER. A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

HOT TUB. See "Swimming pool."

IN-GROUND POOL. See "Swimming pool."

RESIDENTIAL. That which is situated on the premises of a detached one- or two-family dwelling, or a one-family townhouse not more than three stories in height.

SPA, NONPORTABLE. See "Swimming pool."

SPA, PORTABLE. A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

SWIMMING POOL, INDOOR. A swimming pool which is totally contained within a structure and surrounded on all four sides by the walls of the enclosing structure.

SWIMMING POOL, OUTDOOR. Any swimming pool which is not an indoor pool.

- (uuu) Section AQ103 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ103 SWIMMING POOLS

- (vvv) Section AQ103.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ103.1. In-ground pools. In-ground pools shall be designed and constructed in compliance with ANSI/NSPI-5.

- (www) Section AQ103.2 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

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Section AQ103.2. Above ground and on ground pools. Above-ground and on-ground pools shall be designed and constructed in compliance with ANSI/NSPI-4.

- (xxx) Section AQ104 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ104 SPAS AND HOT TUBS

- (yyy) Section AQ104.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ104.1. Permanently installed spas and hot tubs. Permanently installed spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-3.

- (zzz) Section AQ104.2 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ104.2. Portable spas and hot tubs. Portable spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-6.

- (aaaa) Section AQ105 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ105 BARRIER REQUIREMENTS

- (bbbb) Section AQ105.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ105.1. Application. The provisions of this appendix shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs. At all times during the construction of a pool, or until a permanent barrier meeting all the requirements of AG105.2 is installed, a temporary barrier that is at least thirty-six inches (36") in height, and meets the opening provisions of AG105.2, shall completely surround the pool excavation.

- (cccc) Section AQ105.2 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ105.2. Outdoor swimming pool. An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

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1. The top of the barrier shall be at least 48 inches (1219mm) above grade measured on the side of the barrier, which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to four inches (4") when grade is a solid surface such as a concrete deck. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102mm).
2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102mm) sphere.
3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
4. Where a barrier is composed of horizontal and vertical members, and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members must be on located on the swimming pool side of the fence unless the barrier is a common fence between neighbors or the tops of any one member is at least 45 degrees, when measured from the horizontal, in which such members would not be considered horizontal. Spacing between vertical members shall not exceed 1.75 inches (44mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.
5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.
6. Maximum mesh size for chain link fences shall be a 2.25-inch (57 mm) square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to not more than 1.75 inches (44 mm).
7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1.75 inches (44 mm).
8. Access gates shall comply with the requirements of Section AQ105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be

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self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:

8.1. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and

8.2. The gate and barrier shall have not opening greater than 0.5 inch (13 mm) within 18 inches (457 mm) of the release mechanism.

9. Where a wall of a dwelling serves a part of the barrier one of the following conditions shall be met:

9.1. The pool shall be equipped with a powered safety cover in compliance with ASTM F1346; or

9.2. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch (es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or

9.3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:

10.1. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or

10.2. The ladder or steps shall be surrounded by a barrier which meets the requirements of Section AQ105.2, Items 1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter (102 mm) sphere.

(dddd) Section AQ105.3 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ105.3. Indoor swimming pool. Walls surrounding an indoor swimming pool shall comply with Section AQ105.2, Item 9.

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(eeee) Section AQ105.4 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ105.4. Prohibited locations. Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb them.

(ffff) Section AQ105.5 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ105.5. Barrier exceptions. Spas or hot tubs with a safety cover which complies with ASTM F 1346, as listed in Section AQ107, shall be exempt from the provisions of this appendix.

(gggg) Section AQ106 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ106 ENTRAPMENT PROTECTION FOR SWIMMING POOL AND SPA SUCTION OUTLETS

(hhhh) Section AQ106.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ106.1. General. Suction outlets shall be designed and installed in accordance with ANSI/APSP-7.

(iiii) Section AQ107 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ107 ABBREVIATIONS

(jjjj) Section AQ107.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ107.1. General.

ANSI—American National Standards Institute

11 West 42nd Street
New York, NY 10036

APSP—Association of Pool and Spa Professionals

NSPI—National Spa and Pool Institute
2111 Eisenhower Avenue
Alexandria, VA 22314

ASCE—American Society of Civil Engineers

1801 Alexander Bell Drive

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Reston, VA 98411-0700

ASTM—ASTM International100 Barr Harbor Drive
West Conshohocken, PA 19428**UL—Underwriters Laboratories, Inc.**333 Pfingsten Road
Northbrook, IL 60062-2096

- (kkkk) Section AQ108 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

SECTION AQ108 REFERENCED STANDARDS

- (IIII) Section AQ108.1 of the *International Residential Code*, 2015 edition, is hereby added to read as follows:

Section AQ108.1. General.**ANSI/NSP**

ANSI/NSPI-3—99	Standard for Permanently Installed Residential Spas	AQ104.1
ANSI/NSPI-4—99	Standard for Above-ground/ On-ground Residential Swimming Pools	AQ103.2
ANSI/NSPI-5—03	Standard for Residential In-ground Swimming Pools	AQ103.1
ANSI/NSPI-6—99	Standard for Residential Portable Spas	AQ104.2

ANSI/APSP

ANSI/APSP-7—06	Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins	AQ106.1
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ASTM

ASTM F 1346—91 (2003)	Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools Spas and Hot Tubs	AQ105.2, AQ105.5
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UL

UL 2017—2000	Standard for General-purpose Signaling Devices and Systems—with revisions through June 2004	AQ105.2
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SECTION 4

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From and after the effective date of this Ordinance, Section 14-573 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Board of Appeals," is hereby deleted and is replaced with the following:

"Sec. 14-573. Board of Appeals.

The members of the town board of adjustment are hereby appointed as the board of appeals as provided by the *International Residential Code*, 2015 edition, and any changes in membership of the board of adjustment shall likewise be reflected in the membership of said board of appeals."

SECTION 5

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

SECTION 6

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 7

Any person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 9

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

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APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: June 20, 2016

FROM: Danny Hartz, Building Official

ITEM: Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Energy Conservation Code* and local amendments thereto.

BACKGROUND INFORMATION: During the 77th regular session of the Texas Legislature, SB 5 was passed requiring all municipalities to adopt the 2000 *International Energy Conservation Code* as the energy code for Texas. This bill also required that a municipality must review and consider adopting each update to this code, which occurs in three-year cycles. The 2015 *International Energy Conservation Code* is the most current published energy code.

This code is designed to reduce the air pollutant emissions that are affecting the health of residents of this state and assist in moderating future peak electric power demand, as well as reduce energy consumption by residents and businesses in this state.

The North Central Texas Council of Governments (NCTCOG) brought together many area building officials, builders, and other design professionals for a regional review of this code. Town staff participated in many of these meetings and has reviewed the proposed amendments. The NCTCOG committee has encouraged municipalities to adopt the 2015 *International Energy Conservation Code* with specific regional amendments that should help builders and designers by providing consistent requirements when building and designing within the North Texas Region. The local amendments recommended by NCTCOG are included in this ordinance. Some of the NCTCOG amendments scale back requirements to 2009 and 2012 levels and dates have been built into this ordinance that will require compliance with the 2015 *International Energy Conservation Code* as the minimum standard for energy compliance. These dates coincide with legislation that was passed requiring the 2015 standards to become mandatory minimums. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

ALTERNATIVES/OPTIONS: Continue to use the 2012 *International Energy Code* as our adopted code.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the *International Energy Conservation Code* and local amendments thereto.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE XV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL ENERGY CONSERVATION CODE*, 2015 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 77th Texas Legislature passed Senate Bill 5 (“SB 5”) in 2001 adopting the *International Energy Conservation Code* for all structures in Texas not otherwise regulated by the *International Residential Code*; and

WHEREAS, SB 5 requires all municipalities to adopt the *International Energy Conservation Code*, allows municipalities to adopt local amendments thereto, and further requires municipalities to review and consider adopting updates to the Code, which occur in three-year cycles; and

WHEREAS, the current energy code in the Town is the 2012 edition of the *International Energy Conservation Code*, and the Town’s energy code should be updated to the most current published energy code available; and

WHEREAS, the Town of Flower Mound, together with other local governments of the North Central Texas Council of Governments region, has participated in a study of the 2015 edition of the *International Energy Conservation Code* to provide local amendments that address the conditions of the North Central Texas area; and

WHEREAS, the 2015 edition of the *International Energy Conservation Code* is the most current published code available that addresses the standard for energy efficiency of buildings and structures within the Town; and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2015 edition of the *International Energy Conservation Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

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SECTION 2

From and after the effective date of this Ordinance, Section 14-601 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "International Energy Conservation Code Adopted," is hereby deleted and replaced with the following provision:

"Sec. 14-601. International Energy Conservation Code Adopted.

The *International Energy Conservation Code*, 2015 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the energy code of the town, the same as though the provisions of the *International Energy Conservation Code*, 2015 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-602."

SECTION 3

From and after the effective date of this Ordinance, Section 14-602 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Local Amendments to International Energy Conservation Code," is hereby deleted and replaced with the following provision:

"Sec. 14-602. Local Amendments to International Energy Conservation Code.

The *International Energy Conservation Code*, 2015 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section C101.1 and Section R101.1 of the *International Energy Conservation Code*, 2015 edition, are hereby amended to read as follows:

Section C101.1. Title. This code shall be known as the Energy Conservation Code of the Town of Flower Mound and shall be cited as such. It is referred to herein as "this code."

Section R101.1 Title. This code shall be known as the Energy Conservation Code of the Town of Flower Mound and shall be cited as such. It is referred to herein as "this code."

- (b) Section C102.1.2 and R102.1.2 of the *International Energy Conservation Code*, 2015 edition, are hereby added to read as follows:

Section C102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

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Section R102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4 and R403.3.3 respectively.

- (c) Section C202 and R202 of the *International Energy Conservation Code*, 2015 edition, are hereby amended by adding a new definition of "Projection Factor" to the list of definitions, adding the definition of "Dynamic Glazing" to R202 only, and amending the definition of "Building Thermal Envelope", in alphabetical order to read as follows:

BUILDING THERMAL ENVELOPE. *{Existing text unchanged}*. The building thermal envelope shall include any building element that separates a commercial occupancy from a residential occupancy and provides a boundary between conditioned spaces.

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

- (d) Table R402.1.2 of the *International Energy Conservation Code*, 2015 edition, is hereby amended by changing the Wood Frame Wall R-Value for Climate Zone 3 to read as follows:

Table R402.1.2. Insulation and Fenestration Requirements by Component. This amendment allows the Wood Frame Wall R-Value; Climate Zone 3; to be **13**, until September 1, 2016 when this amendment will expire and the value listed in the table must be used.

- (e) Table R402.1.4 of the *International Energy Conservation Code*, 2015 edition, is hereby amended by changing the Wood Frame Wall R-Value for Climate Zone 3 to read as follows:

Table R402.1.4. Equivalent U-Factors. This amendment allows the Frame Wall U-Factor; Climate Zone 3; to be **0.082**, until September 1, 2016 when this amendment will expire and the value listed in the table must be used.

- (f) Section C402.2.7 and R402.2.14 of the *International Energy Conservation Code*, 2015 edition, are hereby added to read as follows:

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Section C402.2.7. Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting, or other equivalent material approved by the building official.

Section R402.2.14. Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting, or other equivalent material approved by the building official.

- (g) Section R402.3.2 of the *International Energy Conservation Code*, 2015 edition, is hereby amended by adding a paragraph and table following the exception to read as follows:

Section R402.3.2. Glazed fenestration SHGC. *{Existing text unchanged}*.

Where vertical fenestration is shaded by an overhang, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

Table R402.3.2 SHGC Multipliers for Permanent Projections ^a

Proj ecti	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
0	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

^a North oriented means within 45 degrees of true north.

- (h) Section R402.4.1.2 of the *International Energy Conservation Code*, 2015 edition, is hereby amended by changing the first sentence to read as follows and adding a paragraph at the end to read as follows:

Section R402.4.1.2. Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour in Climate Zone 3. This portion of is only effective until September 1, 2016. After that date the above amendment expires and the verbiage in the code must be used. *{Remainder of text unchanged}*.

Mandatory testing shall only be performed by individuals that are certified to perform

ORDINANCE NO. _____

PAGE 5

air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

- (i) Section R403.3.3 of the *International Energy Conservation Code*, 2015 edition, is hereby amended by adding a paragraph at the end to read as follows:

Section R403.3.3. Duct testing. (Mandatory). *{Existing text unchanged}*.

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

- (j) Section R405.6.2 of the *International Energy Conservation Code*, 2015 edition, is hereby amended by adding a sentence to the end of the paragraph to read as follows:

Section R405.6.2. Specific approval. *{Existing text unchanged}*. Acceptable performance software simulation tools may include, but are not limited to, REM Rate™, Energy Gauge and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

- (k) Table R406.4 of the *International Energy Conservation Code*, 2015 edition, is hereby amended to read as follows:

**TABLE R406.4
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	65

SECTION 4

From and after the effective date of this Ordinance, Section 14-603 of Chapter 14 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Board of Appeals," is hereby deleted and replaced with the following:

"Sec. 14-603. Board of Appeals

The members of the Flower Mound Board of Adjustment are hereby appointed as the Board of Appeals as provided by the *International Energy Conservation Code*, 2015 edition, and any changes in membership of said Board of Adjustment shall likewise be reflected in the membership of said Board of Appeals."

ORDINANCE NO. _____

PAGE 6

SECTION 5

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

SECTION 6

If any section, subsection, clause, phrase, or provision of this Ordinance or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 7

Any person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 9

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Thomas E. Hayden, MAYOR

ORDINANCE NO. _____

PAGE 7

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: June 20, 2016

FROM: Robert Pegg, Engineering Manager-Development Services

ITEM: Consider approval of an agreement releasing a Temporary Construction Easement executed by Lakeside DFW Land, Ltd. for the purpose of construction activities for Lakeside Parkway, and consider adopting an ordinance providing for said release.

BACKGROUND INFORMATION: A Temporary Construction Easement was filed on May 15, 2000, to allow for construction activities along Lakeside Parkway adjacent to the Lakeside DFW development. The construction for which the Temporary Construction Easement was executed has now concluded (construction activities, including grading and slope related to the Lakeside Parkway/Gerault Road Project), and the property owner has requested that the easement be released.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Ashley Dierker with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed Release and Ordinance as to form and legality.

ATTACHMENTS:

1. Proposed Release
2. Proposed Ordinance

RECOMMENDATION: Move to approve a release of a temporary construction easement with Lakeside DFW Land, Ltd. and adopt an ordinance providing for said release.

After Recording please return to:

Town of Flower Mound
Town Secretary's Office
2121 Cross Timbers Rd.
Flower Mound, TX 75028

RELEASE OF TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, on or about April 24, 2000, a Temporary Construction Easement was executed by Lakeside DFW Land, Ltd., Alan G. Stewart, President, to the Town of Flower Mound, Texas, for the purpose of construction activities for Lakeside Parkway in the Town of Flower Mound, said Easement filed on May 15, 2000, recorded in/under Volume 4589, Page 1462 of the Real Property Records of Denton County, Texas, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the construction for which the Temporary Construction Easement was executed has now concluded (construction activities, including grading and slope related to the Lakeside Parkway/Gerault Road Project), and the Temporary Construction Easement by its terms automatically has expired and terminated; and

WHEREAS, the Town of Flower Mound, Texas, wishes to release the aforementioned Temporary Construction Easement because the construction for which the Temporary Construction Easement was executed has now concluded; and

WHEREAS, the Mayor of the Town of Flower Mound, Texas, has been duly authorized to execute this Release on behalf of the Town of Flower Mound, Texas;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town of Flower Mound, Texas does hereby release and discharge the Temporary Construction Easement attached as Exhibit A hereto.

Executed the _____ day of _____, 2016.

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

 This instrument was acknowledged before me on the _____ day of _____,
2016, by _____, _____ of the Town of Flower Mound,
Texas.

Notary Public, State of Texas

[Notary Seal]

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT EXECUTED ON APRIL 24, 2000

\$1700.

04589 PG 1462
Partnership Agreement
Exhibit 5

PLEASE RETURN TO:
 COMMONWEALTH LAND TITLE CO.
 1700 PACIFIC AVE, SUITE 4740
 DALLAS, TEXAS 75201
 ATTN: S. COOPER

(9)

TEMPORARY CONSTRUCTION EASEMENT

044776

STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF DENTON)

THAT Lakeside DFW, of the County of Denton, State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has this day **GRANTED AND CONVEYED**, and by these presents does **GRANT AND CONVEY**, unto the Town of Flower Mound, Texas, a Texas municipal corporation, hereinafter referred to as Grantee, whose address is 2121 Cross Timbers Road, Flower Mound, Texas, a temporary construction easement, upon and across the following described property:

All of that certain tract, piece or parcel of land, lying and being situated in the County of Denton, State of Texas, described in **EXHIBIT A**, attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the same until the termination date hereof to the Grantee, its successors and assigns, together with the right and privilege at any and all times during the term hereof to enter said property for the purpose of construction activities, including grading and slope, related to the Lakeside Parkway/Gerault Road Project (the "Project"); all upon the condition that the Grantee will, prior to the termination of this temporary easement, repair and restore the easement property to a like condition to that which existed prior to the use of this easement.

This temporary easement shall automatically expire and terminate at the time of acceptance of public improvements by the Grantee, and the Grantee, its successors and assigns shall have no further rights hereunder unless Grantor and Grantee agree to an extension in writing, and no written release hereof by the Grantee shall be required or necessary to evidence such termination.

Grantor does hereby bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof.

Executed on this 24 day of July, 2000.

Owner: ^{LAND} Lakeside DFW, Ltd.,
 A Texas limited partnership
 By: Lakeside DFW, Inc.,
 A Texas corporation, General Partner

Printed Name: Alan G. Stewart
 Title: President

09L4589 PG1463

THE STATE OF TEXAS)
COUNTY OF DENTON)

This instrument was acknowledged before me on this _____ day of _____
2000, by _____

Notary Public in and for the State of Texas

THE STATE OF TEXAS)
COUNTY OF DENTON)

This instrument was acknowledged before me on this 24th day of April
2000, by Alan H. Stewart

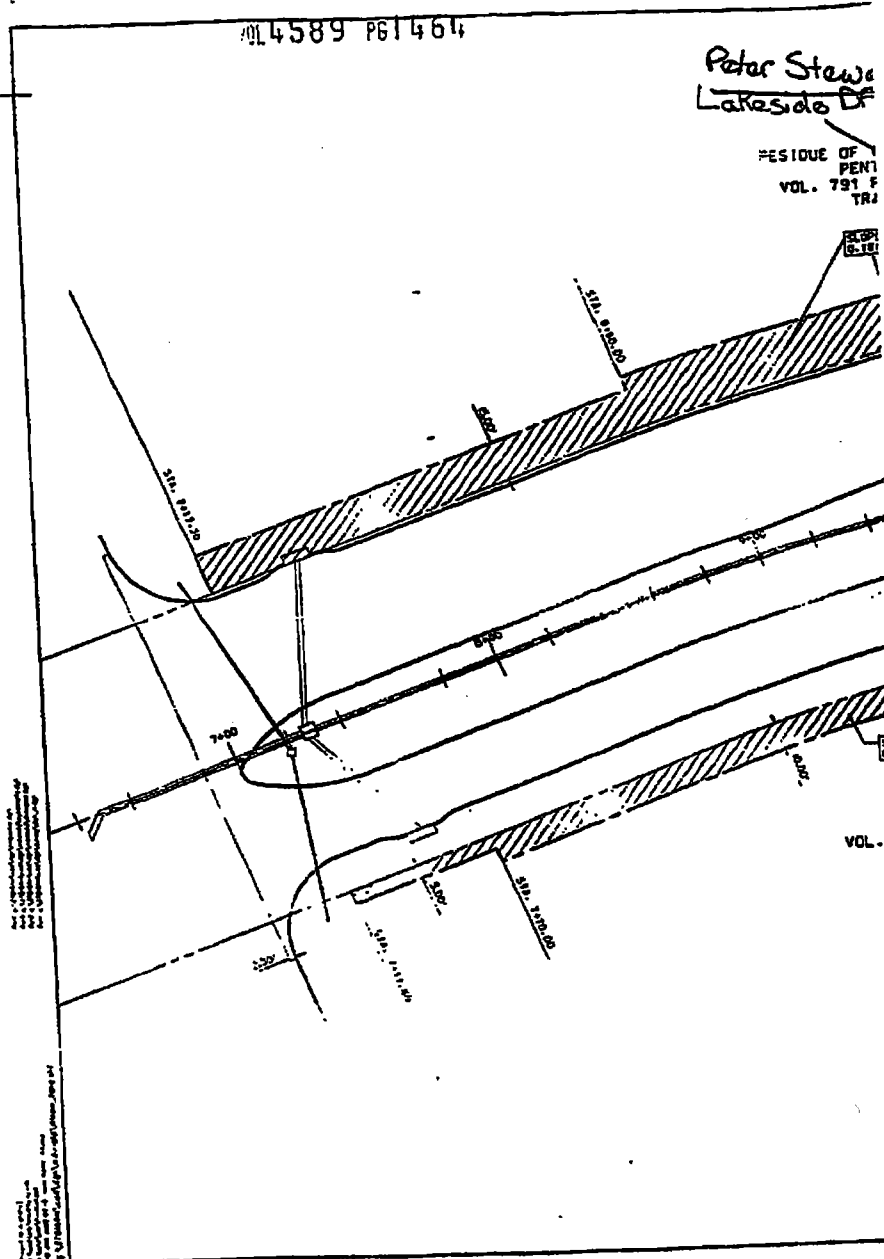


Julie Weber
Notary Public in and for the State of Texas

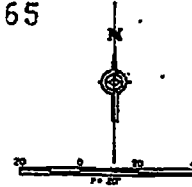
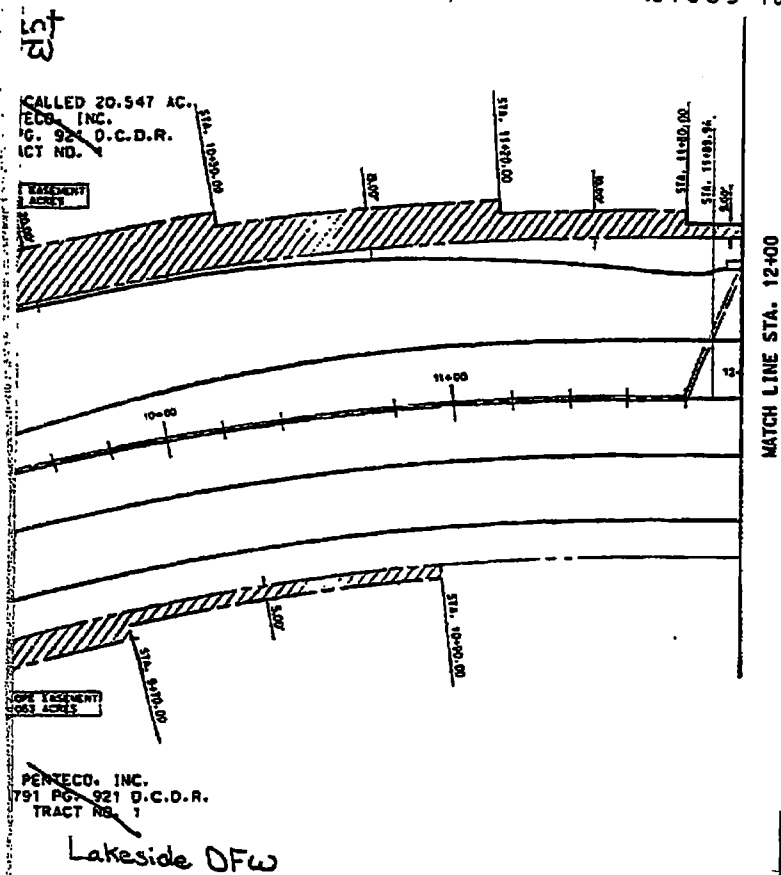
AFTER RECORDING RETURN TO:

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

VOL. 1



OL 4589 PG 1465



May 14 1968 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	ITEM	DATE
	FLOWER MOUND CAPITAL IMPROVEMENT PROGRAM	
	LANTIERE PARKWAY PHASE 1	
	ROAD CONSTRUCTION	
	SLOPE AND DRAINAGE EASEMENTS	
	THE TOWN OF	
	FLOWER MOUND	
	TEXAS	
	 ARCHITECTS ENGINEERS PLANNERS 805 JEFFERSON HOUSTON, TEXAS 77002	
	TOWN REP.	REP.
CONSTRUCTION ENGINEER TOWN	CIVIL ENGINEER TOWN	SHEET
RECORDS COPY CHECKED: TMS	DRAWING COPY CHECKED: SCS	DATE 4/1/78

004589 PG 1466

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

On May 15 2000
At 1:53pm

Doc/Num : 00-R0044776
Doc/Type : EAS
Recording : 11.00
Doc/Mgmt : 6.00
Receipt #: 19746
Deputy - SHELLEY

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. -16**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS PROVIDING FOR THE ABANDONMENT AND RELEASE OF THE TOWN'S INTEREST IN A TEMPORARY CONSTRUCTION EASEMENT EXECUTED ON APRIL 24, 2000; PROVIDING FOR RECORDING OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is located on certain property located within the Town of Flower Mound, Texas a temporary construction easement as shown on Exhibit A attached hereto and incorporated herein (the "Temporary Construction Easement"); and,

WHEREAS, on or about April 24, 2000, a Temporary Construction Easement was executed by Lakeside DFW Land, Ltd., Alan G. Stewart, President, to the Town of Flower Mound, Texas, for the purpose of construction activities for Lakeside Parkway in the Town of Flower Mound, said Easement filed on May 15, 2000, recorded in/under Volume 4589, Page 1462 of the Real Property Records of Denton County, Texas; and,

WHEREAS, the construction for which the Temporary Construction Easement was executed has now concluded (construction activities, including grading and slope related to the Lakeside Parkway/Gerault Road Project), and the Temporary Construction Easement by its terms automatically expired and terminated; and,

WHEREAS, the Town Council of the Town of Flower Mound, Texas, wishes to release the Temporary Construction Easement; and,

WHEREAS, the Town Council deems it advisable to abandon the Town's interest in the Temporary Construction Easement for the reason that the construction for which the Temporary Construction Easement was procured is completed and the Temporary Construction Easement will not be used or needed by the Town for public use, and said property should be released, abandoned, relinquished, and vacated;

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

**SECTION 1
INCORPORATION OF RECITALS**

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2
ABANDONMENT OF EASEMENT**

The Town of Flower Mound does hereby release, abandon, relinquish, and vacate its interest in the Temporary Construction Easement attached as Exhibit A.

SECTION 3
EXTENT OF ABANDONMENT

The abandonment provided herein shall apply to the Town's public right, title, easement, and interest that the Town may lawfully abandon, vacate, and relinquish. The Town makes no warranty or representation as to title to the property as released.

SECTION 4
AUTHORIZATION FOR MAYOR TO SIGN

The Mayor of the Town of Flower Mound, Texas is hereby authorized to sign all documents necessary to effectuate the release.

SECTION 5
CERTIFICATION; RECORDING

The Town Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Deed Records of Denton County, Texas.

SECTION 6
EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF JUNE, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

EXHIBIT A

\$1700.

VOL 4589 PG 1462
Partnership Agreement
Exhibit 5PLEASE RETURN TO:
COMMONWEALTH LAND TITLE CO.
1700 PACIFIC AVE, SUITE 4740
DALLAS, TEXAS 75201
ATTN: S. COOPER

(9)

TEMPORARY CONSTRUCTION EASEMENT

044776

STATE OF TEXAS)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS:

THAT Lakeside DFW, of the County of Denton, State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has this day GRANTED AND CONVEYED, and by these presents does GRANT AND CONVEY, unto the Town of Flower Mound, Texas, a Texas municipal corporation, hereinafter referred to as Grantee, whose address is 2121 Cross Timbers Road, Flower Mound, Texas, a temporary construction easement, upon and across the following described property:

All of that certain tract, piece or parcel of land, lying and being situated in the County of Denton, State of Texas, described in EXHIBIT A, attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the same until the termination date hereof to the Grantee, its successors and assigns, together with the right and privilege at any and all times during the term hereof to enter said property for the purpose of construction activities, including grading and slope, related to the Lakeside Parkway/Gerault Road Project (the "Project"); all upon the condition that the Grantee will, prior to the termination of this temporary easement, repair and restore the easement property to a like condition to that which existed prior to the use of this easement.

This temporary easement shall automatically expire and terminate at the time of acceptance of public improvements by the Grantee, and the Grantee, its successors and assigns shall have no further rights hereunder unless Grantor and Grantee agree to an extension in writing, and no written release hereof by the Grantee shall be required or necessary to evidence such termination.

Grantor does hereby bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof.

Executed on this 24 day of July, 2000.

Owner: ^{LAND} Lakeside DFW, Ltd.,
A Texas limited partnership
By: Lakeside DFW, Inc.,
A Texas corporation, General Partner

Printed Name: Alan G. Stewart
Title: President

09L4589 PG1463

THE STATE OF TEXAS)
COUNTY OF DENTON)

This instrument was acknowledged before me on this _____ day of _____
2000, by _____

Notary Public in and for the State of Texas

THE STATE OF TEXAS)
COUNTY OF DENTON)

This instrument was acknowledged before me on this 24th day of April
2000, by Alan H. Stewart

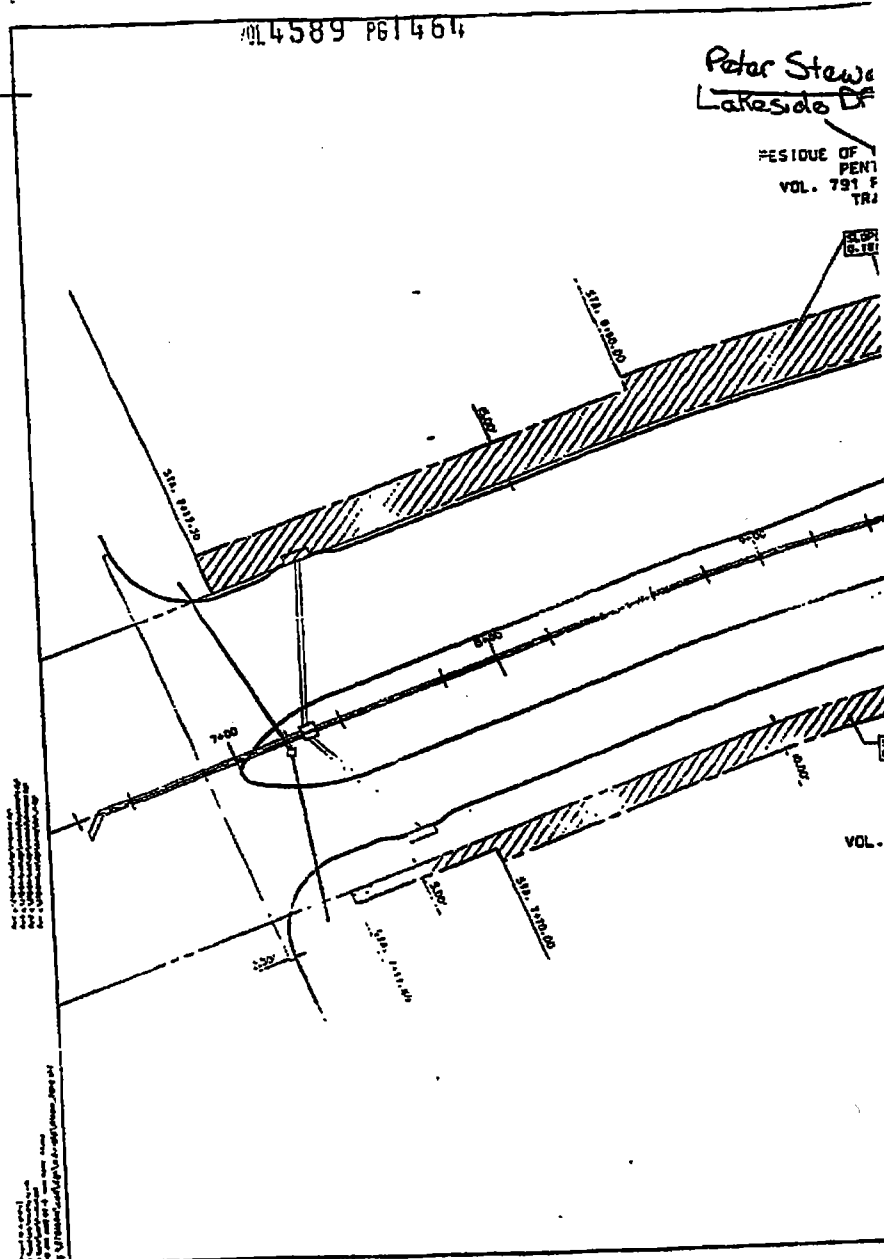


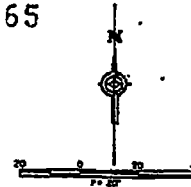
Julie Weber
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

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

VOL. 1





May 14 1968 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	ITEM	DATE	
	FLOWER MOUND CAPITAL IMPROVEMENT PROGRAM		
	LANEWAY PAVEMENT PHASE 1		
	ROAD CONSTRUCTION		
	SLOPE AND DRAINAGE EASEMENTS		
	THE TOWN OF		
	FLOWER MOUND TEXAS		
	 ARCHITECTS ENGINEERS PLANNERS 805 JEFFERSON HOUSTON, TEXAS 77002		
	TOWN REP.	REP.	CHIEF DESIGN ENGINEER
	CONSULTANT ENGINEER (NAME)	FUL	DES
RECORDING COPY CHECKED: DATE	DRAWING COPY CHECKED: DATE	N/A/N	

004589 PG 1466

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

On May 15 2000
At 1:53pm

Doc/Num : 00-R0044776
Doc/Type : EAS
Recording : 11.00
Doc/Mgmt : 6.00
Receipt #: 19746
Deputy - SHELLEY



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: June 20, 2016

FROM: Robert Pegg, Engineering Manager-Development Services

ITEM: Consider approval of an agreement releasing a Right-of-Way Easement executed by D.E. Box Estate for the purpose of construction of a water line within the Lakeside DFW development, and consider adopting an ordinance providing for said release.

BACKGROUND INFORMATION: A Right-of-Way Easement was filed on September 16, 1965, to allow for construction of a water line adjacent to a county road. With the development of the Lakeside DFW project, a new water line was constructed; therefore, this easement is no longer required. The current property owner has requested that the easement be released.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Ashley Dierker with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed Release and Ordinance as to form and legality.

ATTACHMENTS:

1. Proposed Release
2. Proposed Ordinance

RECOMMENDATION: Move to approve a release of a Right-of-Way easement with Lakeside DFW Land, Ltd. and adopt an ordinance providing for said release.

After Recording please return to:

Town of Flower Mound
Town Secretary's Office
2121 Cross Timbers Rd.
Flower Mound, TX 75028

RELEASE OF EASEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, on or about September 16, 1965, a Right-of-Way Easement was executed by D.E. Box Estate to the Town of Flower Mound, Texas, for a water line (or lines), said Easement filed on December 28, 1965, recorded in/under Volume 532, Page 48 of the Real Property Records of Denton County, Texas, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the water line (or lines) that were the subject of said Right-of-Way Easement were constructed and accepted by the Town of Flower Mound, Texas and the Town later constructed a water line(s) in a different location such that there is no longer a water line located in the Right-of-Way Easement; and

WHEREAS, the Town of Flower Mound, Texas, wishes to release the aforementioned Right-of-Way Easement in its entirety because the Town no longer has a need to place water line(s) within said Right-of-Way Easement; and

WHEREAS, the Mayor of the Town of Flower Mound, Texas, has been duly authorized to execute this Release on behalf of the Town of Flower Mound, Texas;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town of Flower Mound, Texas does hereby release and discharge the Right-of-Way Easement attached as Exhibit A.

Executed the _____ day of _____, 2016.

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

 This instrument was acknowledged before me on the _____ day of _____,
2016, by _____, _____ of the Town of Flower Mound,
Texas.

Notary Public, State of Texas

[Notary Seal]

EXHIBIT A
RIGHT-OF-WAY EASEMENT EXECUTED ON SEPTEMBER 16, 1965

VOL 532 PAGE 48

Form FMA-Tx 442-8
(Rev. 8-18-64)FILED FOR RECORD
AT 4:00 O'CLOCK PMUNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

DEC 28 1965

Clerk County Court, Denton Co., Texas

RIGHT-OF-WAY EASEMENT
(Location of Easement Required)

11873

KNOW-ALL MEN BY THESE PRESENTS, that D. E. Box Estate, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Town of Flower Mound, Texas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line or lines

over and across the following land owned by Grantor in Denton County, State of Texas, being 35.54 acres of land in the J. W. Tannehill Survey, Abet. 1252, more particularly described in a deed from I. M. Alexander to D. E. Box, dated March 24, 1954, recorded in Vol. 344, Page 48, Deed Records, Denton County, Texas together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, the center line thereof to be located across said land as follows: 10 feet East of and parallel to the East right of way line of a County Road adjoining said property

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 10th day of September, 19 65.

A. E. Box Estate
My J. E. Box
and B. Box

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Denton

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared D. E. Box Estate, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity as stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of September, A.D. 19 65.

Deputy Notary Public
Notary Public in and for Denton
County, Texas

Filed for Record: 28 day of Dec, A.D. 1965 at 4:00 o'clock P.M.
Recorded: 30 day of Dec, A.D. 1965 at 2:05 o'clock A.M.
By _____ Deputy

THETA PARKER, Clerk County Court
Denton County, Texas

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. -16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS PROVIDING FOR THE ABANDONMENT AND RELEASE OF THE TOWN'S INTEREST IN A RIGHT-OF-WAY EASEMENT EXECUTED ON SEPTEMBER 16, 1965; PROVIDING FOR RECORDING OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is located on certain property located within the Town of Flower Mound, Texas a right-of-way easement as shown on Exhibit A attached hereto and incorporated herein (the "Right-of-Way Easement"); and

WHEREAS, on or about September 16, 1965, said Right-of-Way Easement was executed by D.E. Box Estate to the Town of Flower Mound, Texas, for a water line (or lines), said Easement filed on December 28, 1965, recorded in/under Volume 532, Page 48 of the Real Property Records of Denton County, Texas; and,

WHEREAS, the water line (or lines) that were the subject of said Right-of-Way Easement were constructed and accepted by the Town of Flower Mound, Texas and the Town later constructed a water line(s) in a different location such that there is no longer a water line located in the Right-of-Way Easement; and,

WHEREAS, the Town has no utilities located in the Right-of-Way Easement and no longer needs the Right-of-Way Easement for any public purpose; and,

WHEREAS, the Town Council of the Town of Flower Mound, Texas, wishes to release the Right-of-Way Easement; and,

WHEREAS, the Town Council deems it advisable to abandon the Town's interest in the Right-of-Way Easement for the reason that the said easement is not needed and will not be used or needed by the Town for public use, and said property should be abandoned, relinquished, and vacated;

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

**SECTION 1
INCORPORATION OF RECITALS**

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ABANDONMENT OF EASEMENT

The Town of Flower Mound does hereby release, abandon, relinquish, and vacate its interest in the Right-of-Way Easement attached as Exhibit A.

SECTION 3
EXTENT OF ABANDONMENT

The abandonment provided herein shall apply to the Town's public right, title, easement, and interest that the Town may lawfully abandon, vacate, and relinquish. The Town makes no warranty or representation as to title to the property as released.

SECTION 4
AUTHORIZATION FOR MAYOR TO SIGN

The Mayor of the Town of Flower Mound, Texas is hereby authorized to sign all documents necessary to effectuate the release.

SECTION 5
CERTIFICATION; RECORDING

The Town Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Deed Records of Denton County, Texas.

SECTION 6
EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF JUNE, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ORDINANCE NO. -16

Page 3

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

VOL 532 PAGE 48

Form FHA-Tx 442-8
(Rev. 8-18-64)

FILED FOR RECORD
AT 4:00 O'CLOCK PM

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

DEC 28 1965
Clerk County Court, Denton Co., Texas

RIGHT-OF-WAY EASEMENT
(Location of Easement Required)

11873

KNOW ALL MEN BY THESE PRESENTS, that D. E. Box Estate hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Town of Flower Mound, Texas hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line or lines

over and across the following land owned by Grantor in Denton County, State of Texas, being 35.54 acres of land in the J. W. Tannehill Survey, Abet. 1252, more particularly described in a deed from I. M. Alexander to D. E. Box, dated March 24, 1954, recorded in Vol. 344, Page 48, Deed Records, Denton County, Texas together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, the center line thereof to be located across said land as follows: 10 feet East of and parallel to the East right of way line of a County Road adjoining said property

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

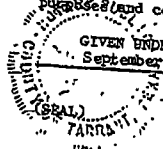
IN WITNESS WHEREOF the said Grantors have executed this instrument this 10th day of September, 1965.

A. E. Box Estate
My J. Lee Box
and B. Box

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Denton

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared D. E. Box Estate, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of September, A.D. 1965.

Deputy Notary Public
Notary Public in and for Denton County, Texas

Filed for Record: 28 day of Dec. A.D. 1965 at 4:00 o'clock PM.
Recorded: 30 day of Dec. A.D. 1965 at 6:05 o'clock AM.
By Deputy THETA PARKER, Clerk County Court
Denton County, Texas



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: June 20, 2016

FROM: Kenneth Parr, Director of Public Works

ITEM: Consider approval of Amendment No. 5 to the Fiscal Year 2015-2016 Capital Improvement Program.

BACKGROUND INFORMATION: Amendment No. 5 is proposed to move debt funding, of \$1,200,000, from the Stormwater Capital Improvement Program (CIP) to be correctly represented in the Streets CIP, for the FM 2499 Roadway, Traffic Signal and Drainage project; correct the funding sources for the Heritage Park of Flower Mound Phase II; add \$45,000 of project savings to construct the detention pond retaining wall at the Senior Center; and pull forward Impact Fees for the Denton Creek Bridge hydraulic study as requested for the Canyon Falls development.

The Fiscal Year (FY) 2015-2016 CIP Amendment No. 4 was approved by Town Council on May 2, 2016. The amendment will require adjustments of General and Utility Funds this fiscal year. The proposed CIP Amendment No. 5 for FY 2015-2016, would increase the currently adopted General Fund from \$12,417,538 to \$13,697,538, and the Utility Fund budgeted expenditures will decrease from \$15,864,570 to \$14,709,570.

FISCAL IMPACT:

Proposed CIP

FY 2015-2016:	General Capital Projects	\$13,697,538
	Utility Capital Projects	\$14,709,570
Five-Year CIP Plan:	General Capital Projects	\$158,577,342
	Utility Capital Projects	\$170,915,990
Proposed Funding:	Upon approval of this item, transfer(s) will be required to adjust the project funding as shown on the attached FY 2015-2016 CIP Amendment No. 5 Changes.	
Finance Review by:	Debra Wallace, Assistant Town Manager/CFO <i>DW</i>	

LEGAL REVIEW: N/A

ATTACHMENTS:

1. CIP Amendment 5 Changes
2. CIP Amendment 5

RECOMMENDATION: Move to approve Amendment No. 5 to the Fiscal Year 2015-2016 Capital Improvement Program.

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

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						
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025							2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025	
Aberdeen Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,580,000	\$ 1,580,000	\$ 300,000	0,2	\$ -		\$ 1,280,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,280,000	
ADA Transition Plan and Implementation **	213,000	150,000	150,000	150,000	150,000	150,000	-	963,000	3,000	2,5	210,000	-	750,000	150,000	150,000	150,000	150,000	150,000	-	
Auburn Drive Right Turn Lane (FM 1171 Eastbound onto Auburn)	185,000	-	-	-	-	-	-	185,000	185,000	2,3	-	-	-	-	-	-	-	-	-	
Churchill Drive (FM 2499 to Yucca)	500,000	25,000	-	452,000	-	-	-	977,000	977,000	0,2,7	-	-	-	-	-	-	-	-	-	
Cowboy Lane	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	-	240,000	
Denton Creek Boulevard Bridge (Graham Branch crossing)	-	-	-	7,000,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-	-	
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)	-	-	600,000	-	-	-	-	600,000	300,000	0,2,5	-	-	300,000	-	300,000	-	-	-	-	
FM 1171	287,000	126,665	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-	-	
FM 1171 at FM 2499 Westbound Right Turn Lane	-	-	860,000	-	-	-	-	860,000	-	2	-	-	860,000	-	860,000	-	-	-	-	
FM 1171 at FM 2499 Eastbound Right Turn Lane	-	100,000	520,000	-	-	-	-	620,000	-	2	-	-	620,000	100,000	520,000	-	-	-	-	
FM 2499 at Lakeside Intersection Improvement **	990,000	-	-	-	-	-	-	990,000	640,000	0,2,5	350,000	-	-	-	-	-	-	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	7,399,844	-	-	-	-	-	-	7,399,844	7,399,844	1,2	-	-	-	-	-	-	-	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	7,399,844	1,200,000	-	-	-	-	-	8,599,844	7,399,844	1,2	-	-	1,200,000	1,200,000	-	-	-	-	-	
FM 407 (TxDot)	161,114	16,775	-	-	-	-	-	177,889	177,889	1,2	-	-	-	-	-	-	-	-	-	
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	-	400,000	-	400,000	200,000	0,2	-	-	200,000	-	-	-	-	200,000	-	
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-	-	
Impact Fee Update	100,000	-	-	-	-	-	-	100,000	100,000	0	-	-	-	-	-	-	-	-	-	
Kirkpatrick Lane Phase III (South of FM 1171)	282,000	-	-	-	-	-	8,718,000	9,000,000	6,307,850	0,1,2,3,5	10,150	*	2,682,000	-	-	-	-	-	2,682,000	
Lakeforest Boulevard Bridge	-	-	-	200,000	1,800,000	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	-	-	1,400,000	-	-	
LakesideTurn Lane at Gerault	-	-	-	100,250	-	-	-	100,250	100,250	0,2,5	-	-	-	-	-	-	-	-	-	
McKamy Creek Turn Lane at Flower Mound Rd	350,000	-	-	-	-	-	-	350,000		0,2	350,000	-	-	-	-	-	-	-	-	
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	-	-	-	-	-	4,851,480	-	4,851,480	4,851,480	0,5	-	-	-	-	-	-	-	-	-	
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-	-	-	-	-	-	-	-	-	
Roadway Amenities	30,000	65,000	15,000	15,000	15,000	15,000	-	155,000	80,000	2	-	-	75,000	15,000	15,000	15,000	15,000	15,000	-	
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	-	-	-	-	-	-	3,670,000	520,000	0,2	3,150,000	-	-	-	-	-	-	-	-	
Sidewalk Links **	436,000	225,000	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-	-	
Skillem Road (Flower Mound Rd to Riverhill) **	-	-	-	700,000	-	-	-	700,000	-	2	-	-	700,000	-	-	700,000	-	-	-	
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000	-	-	-	-	-	-	-	-	
Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)	150,000	700,000	200,000	-	-	-	-	1,050,000	150,000	2,5	-	-	900,000	700,000	200,000	-	-	-	-	
Timber Creek Road (Kirkpatrick to Glen Hollow) **		780,000	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-	-	
Waketon Road **	-	600,000	4,250,000	-	-	-	-	4,850,000	4,850,000	3,5,7	-	-	-	-	-	-	-	-	-	
SUBTOTAL - OLD		\$ 15,138,958	\$ 2,788,440	\$ 6,595,000	\$ 8,617,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 56,252,465	\$ 41,794,051		\$ 4,451,414	\$ -	\$ 10,007,000	\$ 965,000	\$ 2,045,000	\$ 865,000	\$ 1,565,000	\$ 365,000	\$ 4,202,000
SUBTOTAL - NEW		\$ 15,138,958	\$ 4,068,440	\$ 6,595,000	\$ 8,537,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 57,452,465	\$ 41,794,051		\$ 4,451,414	\$ -	\$ 11,207,000	\$ 2,165,000	\$ 2,045,000	\$ 865,000	\$ 1,565,000	\$ 365,000	\$ 4,202,000

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025						2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
FM 1171 at Forums	285,000	-	-	-	-	-	-	285,000	285,000	0,2,3	-	-	-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	220,000	120,000	-	-	-	-	-	340,000	120,000	2,4	220,000	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	220,000	70,000	-	-	-	-	-	290,000	70,000	2	220,000	-	-	-	-	-	-	-
FM 2499 at College Parkway	-	230,000	-	-	-	-	-	230,000	230,000	0,2,7	-	-	-	-	-	-	-	-
FM 2499 at Silveron	9,400	-	200,000	-	-	-	-	209,400	200,000	0,2	9,400	-	-	-	-	-	-	-
FM 407 at Browning	-	25,000	-	-	-	-	-	25,000	25,000	2,4	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	125,000	125,000	125,000	125,000	125,000	125,000	-	750,000	-	2	125,000	625,000	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	500,000	-	-	-	-	-	500,000
SUBTOTAL	\$ 859,400	\$ 570,000	\$ 325,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,349,400	\$ 2,650,000	\$ 574,400	\$ -	\$ 1,125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025								2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 75,000	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-		-	-	-	-	-	-
Colony Street Reconstruction (Superior to Coker Dr) **	735,000	-	-	-	-	-	-	735,000	735,000	8	-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	100,000	2,244,000	-	-	2,344,000	2,344,000	8	-		-		-	-	-	-	-	-
Flower Mound Road Turn Lanes (at Native Oak) **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	175,000	3,225,000	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriess to Lake Shore) **	-	-	1,900,000	-	-	-	-	1,900,000	1,900,000	8	-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	75,000	575,000	-	-	-	650,000	650,000	8	-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	-	825,000	-	-	-	-	1,063,000	1,063,000	8	-		-		-	-	-	-	-	-
Morriess Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	2,800,000	-	2,800,000	2,800,000	8	-		-		-	-	-	-	-	-
Morriess Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	-	400,000	-	-	-	-	500,000	500,000	8	-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	200,000	1,600,000	-	-	-	1,800,000	1,800,000	8	-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	-	100,000	-	-	-	-	-	100,000	100,000	8	-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	-	765,000	-	-	-	-	-	765,000	765,000	8	-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	-	400,000	-	-	400,000	400,000	8	-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	-	95,000	775,000	-	-	-	-	870,000	870,000	8	-		-		-	-	-	-	-	-
SUBTOTAL	\$ 3,598,000	\$ 4,185,000	\$ 4,450,000	\$ 2,275,000	\$ 2,644,000	\$ 2,800,000	\$ 2,162,000	\$ 22,114,000	\$ 22,114,000		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
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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					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-		-		2,235,000		-	-	-	-	-	2,235,000
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	4,080,000	-	-	4,380,000	-	2	-		-		4,380,000		-	-	300,000	4,080,000	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Operations and Maintenance Facility **	3,200,000		-	-	-	-	-	3,200,000	517	2	3,199,483		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	-	-	-	-	-	-	560,000	560,000	4	-		-		-		-	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-		-		-		-	-	-	-	-	-
Town Hall **	-	-	820,000	13,880,000	-	-	-	14,700,000	0	2,7	0		-		14,700,000		-	820,000	13,880,000	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)	-	600,000	-	-	-	-	-	600,000	600,000	2,4	0		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 9,848,000	\$ 600,000	\$ 820,000	\$ 14,180,000	\$ 4,080,000	\$ -	\$ 12,235,000	\$ 41,763,000	\$ 17,248,517		\$ 3,199,483		\$ -		\$ 21,315,000		\$ -	\$ 820,000	\$ 14,180,000	\$ 4,080,000	\$ -	\$ 2,235,000

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TOWN OF FLOWER MOUND
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FY 2015-2016
Amendment 5
06/20/2016

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE						
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025									2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025	
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -		
2017-18 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-		-		-		-	-	-	-		
2019-20 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-		
2020-21 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-		
2022-23 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-		
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-		
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-		
Bluebonnet Trail Connections **	-	-	-	-	-	-	1,000,000	1,000,000	1,000,000	8	-		-		-		-	-	-	-		
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-		
Braden-Bakersfield Improvements	360,000	-	-	-	-	-	-	360,000	360,000	8	-		-		-		-	-	-	-		
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-		-		-		-	-	-	-		
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-		
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-		-		-		-	-	-	-		
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-		-		-		-	-	-	-		
Heritage Park of Flower Mound Phase II - (Add Funding Source #6)	2,050,000	540,000	-	-	-	-	-	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	-	-	1,839,043	-	-	-	-	1,839,043	1,839,043	8	-		-		-		-	-	-	-		
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-		-		-		-	-	-	-		
Individual Park Improvements	930,000	180,000	-	-	-	-	-	1,110,000	1,110,000	8	-		-		-		-	-	-	-		
Log Cabin Property Purchase	-	454,098	-	-	-	-	-	454,098	454,098	2	-		-		-		-	-	-	-		
Park and Trail Amenities	360,000	50,000	50,000	50,000	50,000	50,000	-	610,000	610,000	2,6,8	-		-		-		-	-	-	-		
Park and Trails Master Plan	-	200,000	-	-	-	-	-	200,000	200,000	2,6	-		-		-		-	-	-	-		
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2,6	-		-		-		-	-	-	-		
Pink Evening Primrose Trail Connections	-	-	-	-	-	600,000	-	600,000	600,000	2,6	-		-		-		-	-	-	-		
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-		-		-		-	-	-	-		
Rheudasil Park Amenities	200,000	-	965,600	-	-	-	-	1,165,600	1,165,600	2,8	-		-		-		-	-	-	-		
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	1,250,000	2,050,000	-	-	-	-	-	3,300,000	1,250,000	8	-		-	2,050,000	2,050,000	-	-	-	-	-		
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-		
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-		-		-		-	-	-	-		
Twin Coves Park - Improvements	3,400,000	400,000	-	-	-	-	-	3,800,000	700,000	2,8	3,100,000		-		-		-	-	-	-		
White Lazy daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-		-		-		-	-	-	-		
SUBTOTAL		\$ 9,695,000	\$ 4,274,098	\$ 4,179,379	\$ 1,650,000	\$ 2,050,000	\$ 1,650,000	\$ 9,400,000	\$ 32,898,477	\$ 27,748,477		\$ 3,100,000		\$ -		\$ 2,050,000	\$ 2,050,000	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL GENERAL FUND - OLD		\$ 39,139,358	\$ 12,417,538	\$ 16,369,379	\$ 27,062,250	\$ 10,864,000	\$ 9,991,480	\$ 41,533,337	\$ 157,377,342	\$ 111,555,045		\$ 11,325,297		\$ -		\$ 34,497,000	\$ 3,140,000	\$ 2,990,000	\$ 15,170,000	\$ 5,770,000	\$ 490,000	\$ 6,937,000
GRAND TOTAL GENERAL FUND - NEW		\$ 39,139,358	\$ 13,697,538	\$ 16,369,379	\$ 26,982,250	\$ 10,864,000	\$ 9,991,480	\$ 41,533,337	\$ 158,577,342	\$ 111,555,045		\$ 11,325,297		\$ -		\$ 35,697,000	\$ 4,340,000	\$ 2,990,000	\$ 15,170,000	\$ 5,770,000	\$ 490,000	\$ 6,937,000

** Project Includes ADA Improvements
1,280,000
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

Attachment 1

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025						2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000	\$ 190,000	0.2	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Branchwood Water Line (Russwood Dr to FM407)	-	300,000	-	-	-	-	-	300,000	250,000	0.2	-	50,000	50,000	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	-	1,320,000	-	-	-	-	1,500,000	80,000	2	100,000	1,320,000	-	1,320,000	-	-	-	-
Canyon Falls 20-Inch Water Line	-	1,250,000	750,000	660,000	-	-	-	2,660,000	400,000	0.2	-	2,260,000	1,050,000	650,000	560,000	-	-	-
Cowboy LaneWater Line	-	-	-	-	-	-	670,000	670,000	140,000	0.3	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	-	2,550,000	-	-	-	2,550,000	2,550,000	0.5	-	-	-	-	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0.2	-	-	-	-	-	-	-	-
Denton Creek District - Reuse Waterlines	-	400,000	250,000	250,000	-	-	-	900,000	900,000	0.2	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0.2	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	200,000	200,000	200,000	0.2	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171	-	-	-	2,000,000	-	-	-	2,000,000	300,000	0.2	-	1,700,000	-	-	1,700,000	-	-	-
FM 2499 12-Inch Water Line Phase III	440,000	700,000	-	-	-	-	-	1,140,000	400,000	0.2,5	395,000	345,000	345,000	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	-	550,000	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0.2	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement	-	-	4,810,000	-	-	-	-	4,810,000	-	2	-	4,810,000	-	4,810,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0.2	50,000	2,310,000	-	-	-	2,310,000	-	-
Impact Fee Update	70,000	-	-	-	-	-	-	70,000	70,000	0.2	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	-	1,270,000	-	-	-	1,305,000	305,000	0.2	-	1,000,000	-	-	1,000,000	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	-	-	-	375,000	-	-	375,000	375,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0.2	-	880,000	-	-	-	-	-	880,000
Long Prairie 12-Inch Water Line	460,000	900,000	-	-	-	-	-	1,360,000	505,000	0.2,5	355,000	500,000	500,000	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0.2	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0.2	-	6,770,000	-	-	-	-	-	6,770,000
Morriss Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0.2	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	310,000	1,600,000	-	-	-	-	-	1,910,000	-	2	310,000	1,600,000	1,600,000	-	-	-	-	-
Operations & Maintenance Facility	6,672,800	83,000	-	-	-	-	-	6,755,800	134,000	2	6,621,800	-	-	-	-	-	-	-
Pintail Ground Storage Tank Rehabilitation	1,695,000	-	-	-	-	-	-	1,695,000	345,000	2	1,350,000	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	900,000	490,000	-	-	-	-	-	1,390,000	1,090,000	2.5	-	300,000	300,000	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	-	330,000	270,000	1,500,000	-	-	-	2,100,000	330,000	0.2,5	-	1,770,000	-	270,000	1,500,000	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0.2	-	260,000	-	-	-	-	-	260,000
Raintree 12-inch Water Line (Ridgecrest to Shiloh)	500,000	-	-	-	-	-	-	500,000	75,000	0.2	425,000	-	-	-	-	-	-	-
Regency Park Booster Pump	850,000	-	-	-	-	-	-	850,000	850,000	2	-	-	-	-	-	-	-	-
Rippy Road Water line Improvements (FM 2499-Waketon)	-	-	730,000	-	-	-	-	730,000	330,000	0.2	-	400,000	-	400,000	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0.2	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	270,000	-	-	-	-	-	-	270,000	270,000	2	-	-	-	-	-	-	-	-
Senior Center - Utilities	270,000	45,000	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	-	300,000	1,000,000	-	-	-	-	1,300,000	-	2	-	1,300,000	300,000	1,000,000	-	-	-	-
Stonecrest Pump Station Phase (Auxiliary Power)	-	-	2,120,000	-	-	-	-	2,120,000	300,000	0.2	-	1,820,000	-	1,820,000	-	-	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0.2	-	4,890,000	-	-	-	-	-	4,890,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	50,000	300,000	-	-	-	-	350,000	-	1.2	-	350,000	50,000	300,000	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	-	500,000	-	-	-	-	500,000	-	2	-	500,000	-	500,000	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	120,000	-	-	-	-	-	120,000
Timber Valley Rehabilitation Phase III	-	-	-	600,000	-	-	-	600,000	-	2	-	600,000	-	-	600,000	-	-	-
Trailwood Terrace 12-inch Water Line	-	400,000	-	-	-	1,370,000	-	1,770,000	400,000	0.2	-	1,370,000	-	-	-	-	1,370,000	-
Twin Coves Park - Improvements (Utilities)	-	400,000	-	-	-	-	-	400,000	400,000	2	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	-	300,000	300,000	300,000	300,000	-	1,500,000	-	2	300,000	1,200,000	-	300,000	300,000	300,000	300,000	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0.2	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0.2	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0.2	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0.2	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	550,000	50,000	50,000	50,000	50,000	50,000	-	800,000	-	2	550,000	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	105,000	25,785	5,000	5,000	5,000	5,000	-	150,785	150,785	0.2	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0.2	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,850,000	3,850,000	350,000	0.2	-	3,500,000	-	-	-	-	-	3,500,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0.2	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6)	250,000	725,000	-	-	-	-	-	975,000	975,000	2	-	-	-	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
Western Pump Station Phase I	12,475,000	-	-	-	-	-	-	12,475,000	969,760	0.2	11,505,240	-	-	-	-	-	-	-
SUBTOTAL - OLD	\$ 26,620,420	\$ 8,553,785	\$ 12,405,000	\$ 9,185,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$103,115,205	\$ 19,742,165		\$ 21,962,040	\$ 61,411,000	\$ 4,245,000	\$ 11,420,000	\$ 5,710,000	\$ 3,060,000	\$ 1,720,000	\$ 35,256,000
SUBTOTAL - NEW	\$ 26,620,420	\$ 8,598,785	\$ 12,405,000	\$ 9,185,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$103,160,205	\$ 19,787,165		\$ 21,962,040	\$ 61,411,000	\$ 4,245,000	\$ 11,420,000	\$ 5,710,000	\$ 3,060,000	\$ 1,720,000	\$ 35,256,000

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

45,000 45,000

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	150,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	-	75,000	-	-	-	-	75,000	75,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at Twilight Drive - NEW	-	127,500	-	-	-	-	-	127,500	127,500	2	-		-		-		-	-	-	-	-	-
FM 2499 Drainage Improvements (Gerault to Denton Creek)	500,000	1,200,000	-	-	-	-	-	1,700,000	500,000	1,2	-		-		1,200,000		1,200,000	-	-	-	-	-
FM 2499 Drainage Improvements (Gerault to Denton Creek)	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-		-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	-	20,000		-	-	-	-	20,000	20,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	-	32,500	-	-	-	-	-	32,500	32,500	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	150,000	350,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
River Hill Drive Creek Bank Stabilization	-	-	45,000	-	-	-	-	45,000	45,000	1,2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	100,000	150,000	150,000		-	400,000	400,000	2	-		-		-	-	-	-	-	-	-	-
SUBTOTAL - OLD	\$ 500,000	\$ 1,380,000	\$ 220,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 3,050,000	\$ 1,850,000		\$ -		\$ -		\$ 1,200,000	\$-	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - NEW	\$ 500,000	\$ 180,000	\$ 220,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 1,850,000	\$ 1,850,000		\$ -		\$ -		\$ -	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

(1,200,000) (1,200,000)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

Attachment 1

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW		DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025									2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Bakers Branch Collector Phase II (Lexington to Gerault)	-	-	1,700,000	-	-	-	-	1,700,000	200,000	0.2	-		-	1,500,000		-	1,500,000	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-		-	-		-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-		-	-		-	-	-	-	-	-
Denton Creek Boulevard Wastewater Line	-	-	-	2,700,000	-	-	-	2,700,000	2,700,000	0.5	-		-	-		-	-	-	-	-	-
Impact Fee Update	70,000	-	-	-	-		-	70,000	70,000	0	-		-	-		-	-	-	-	-	-
Justin Road Lift Station Outfall	-	-	-	-	-	550,000	-	550,000	300,000	0.2	0		-	250,000		-	-	-	-	250,000	-
Inflow-Infiltration/Evaluation and Repair	1,480,000	250,000	250,000	250,000	250,000	250,000	-	2,730,000	130,000	2	1,350,000		-	1,250,000		250,000	250,000	250,000	250,000	250,000	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000		-	-		-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	-	2,400,000	-	-	2,400,000	400,000	0.2,3,5	-		-	2,000,000		-	-	-	2,000,000	-	-
Lift Station Improvements and Decommissioning	50,000	325,000	1,400,000	-	-	-	-	1,775,000	50,000	2	-		-	1,725,000		325,000	1,400,000	-	-	-	-
Long Prairie Interceptor (North of College Pkw)	-	-	-	-	-	-	330,000	330,000	-	0.2	-		-	330,000		-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	-	-	905,000	-	-	905,000	-	0.2	-		-	905,000		-	-	-	905,000	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2			-	-		-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000		-	-	-	-	-	6,225,000	70,000	0.2	6,155,000		-	-		-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-		-	3,300,000	-	-	3,300,000	150,000	0.2			-	3,150,000		-	-	-	3,150,000	-	-
Oak Street Lift Station and Force Main Phase V	-	-		-	-	-	2,500,000	2,500,000		0.2			-	2,500,000		-	-	-	-	-	2,500,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	-	410,000	600,000	-	-	-	-	1,010,000	410,000	0.2	-		-	600,000		-	600,000	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000		0.2	-		-	300,000		-	-	-	-	-	300,000
Riverwalk Collector (Morriess Rd. to Windsor Dr.)	-	-	-	-	-		430,000	430,000	230,000	0.2	-		-	200,000		-	-	-	-	-	200,000
Southside Force Main Extension	-	-	-	-	-		1,710,000	1,710,000	710,000	0.2	-		-	1,000,000		-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-		2,970,000	2,970,000	600,000	0.3,5	-		-	2,370,000		-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-		780,000	780,000	400,000	0.2	-		-	380,000		-	-	-	-	-	380,000
Wastewater System Model Update	175,000	25,785	5,000	5,000	5,000	5,000	-	220,785	220,785	0.2	-		-	-		-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000		-	-		-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	-	75,000	-	-	-	75,000	75,000	0.2	-		-	-		-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	???	-	-	0.2	-		-	-		-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	350,000	320,000		-	-	-	-	670,000	320,000	2	350,000		-	-		-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	940,000	4,600,000	-	-	-	-	-	5,540,000	780,000	2	160,000		-	4,600,000		4,600,000		-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	-	800,000	6,000,000	-	-	-	6,800,000	-	2	-		-	6,800,000		-	800,000	6,000,000	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-		-	13,000,000		-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-		-	1,000,000		-	-	-	-	-	1,000,000
Wellington Interceptor Phase VI Section I (Vail Lane to Oak Street Lift Station)	-	-	-	310,000	-	-	-	310,000	95,000	0.2	-		-	215,000		-	-	215,000	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000		0.2	-		-	720,000		-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000		0.2	-		-	410,000		-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000		0.2	-		-	780,000		-	-	-	-	-	780,000
SUBTOTAL	\$ 13,285,000	\$ 5,930,785	\$ 4,755,000	\$ 9,340,000	\$ 6,860,000	\$ 805,000	\$ 24,930,000	\$ 65,905,785	\$ 10,285,785		\$ 9,635,000		\$ -	\$ 45,985,000		\$ 5,175,000	\$ 4,550,000	\$ 6,465,000	\$ 6,305,000	\$ 500,000	\$ 22,990,000
GRAND TOTAL UTILITY FUND - OLD	\$ 40,405,420	\$ 15,864,570	\$ 17,380,000	\$ 18,675,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 172,070,990	\$ 31,877,950		\$ 31,597,040		\$ -	\$ 108,596,000		\$ 10,620,000	\$ 15,970,000	\$ 12,175,000	\$ 9,365,000	\$ 2,220,000	\$ 58,246,000
GRAND TOTAL UTILITY FUND - NEW	\$ 40,405,420	\$ 14,709,570	\$ 17,380,000	\$ 18,675,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 170,915,990	\$ 31,922,950		\$ 31,597,040		\$ -	\$ 107,396,000		\$ 9,420,000	\$ 15,970,000	\$ 12,175,000	\$ 9,365,000	\$ 2,220,000	\$ 58,246,000

** Project Includes ADA Improvements

(1,155,000)

(1,155,000)

Other Sources

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

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					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Aberdeen Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,580,000	\$ 1,580,000	\$ 300,000	0,2	\$ -		\$ -		\$ 1,280,000		\$ -	\$ -	\$ -	\$ -	\$ 1,280,000	
ADA Transition Plan and Implementation **	213,000	150,000	150,000	150,000	150,000	150,000	-	963,000	3,000	2,5	210,000		-		750,000		150,000	150,000	150,000	150,000	150,000	-
Auburn Drive Right Turn Lane (FM 1171 Eastbound onto Auburn)	185,000	-	-	-	-	-	-	185,000	185,000	2,3	-		-		-		-	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca)	500,000	25,000	-	452,000	-	-	-	977,000	977,000	0,2,7	-		-		-		-	-	-	-	-	-
Cowboy Lane	-	-	-	-	-	-	433,337	433,337	193,337	3	-		-		240,000		-		-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	-	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)	-	-	600,000	-	-	-	-	600,000	300,000	0,2,5	-		-		300,000		-	300,000	-	-	-	-
FM 1171	287,000	126,665	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-		-		-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane	-	-	860,000	-	-	-	-	860,000	-	2	-		-		860,000		-	860,000	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane	-	100,000	520,000	-	-	-	-	620,000	-	2	-		-		620,000		100,000	520,000	-	-	-	-
FM 2499 at Lakeside Intersection Improvement **	990,000	-	-	-	-	-	-	990,000	640,000	0,2,5	350,000		-		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	7,399,844	1,200,000	-	-	-	-	-	8,599,844	7,399,844	1,2	-		-		1,200,000		1,200,000	-	-	-	-	-
FM 407 (TxDot)	161,114	16,775	-	-	-	-	-	177,889	177,889	1,2	-		-		-		-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	-	400,000	-	400,000	200,000	0,2	-		-		200,000		-	-	-	200,000	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-		-		-		-	-	-	-	-	-
Impact Fee Update	100,000	-	-	-	-	-	-	100,000	100,000	0	-		-		-		-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	282,000	-	-	-	-	-	8,718,000	9,000,000	6,307,850	0,1,2,3,5	10,150	*	-		2,682,000		-	-	-	-	-	2,682,000
Lakeforest Boulevard Bridge	-	-	-	200,000	1,800,000	-	-	2,000,000	600,000	0,2	-		-		1,400,000		-	-	-	1,400,000	-	-
LakesideTurn Lane at Gerault	-	-	-	100,250	-	-	-	100,250	100,250	0,2,5	-		-		-		-	-	-	-	-	-
McKamy Creek Turn Lane at Flower Mound Rd	350,000	-	-	-	-	-	-	350,000		0,2	350,000		-		-		-	-	-	-	-	-
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	-	-	-	-	-	4,851,480	-	4,851,480	4,851,480	0,5	-		-		-		-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-		-		-		-	-	-	-	-	-
Roadway Amenities	30,000	65,000	15,000	15,000	15,000	15,000	-	155,000	80,000	2	-		-		75,000		15,000	15,000	15,000	15,000	15,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	-	-	-	-	-	-	3,670,000	520,000	0,2	3,150,000		-		-		-	-	-	-	-	-
Sidewalk Links **	436,000	225,000	-	-	-	-	-	661,000	661,000	2,4	-		-		-		-	-	-	-	-	-
Skilern Road (Flower Mound Rd to Riverhill) **	-	-	-	700,000	-	-	-	700,000	-	2	-		-		700,000		-	-	700,000	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000		-		-		-	-	-	-	-	-
Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)	150,000	700,000	200,000	-	-	-	-	1,050,000	150,000	2,5	-		-		900,000		700,000	200,000	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **		780,000	-	-	-	-	-	780,000	780,000	0,2	-		-		-		-	-	-	-	-	-
Waketon Road **	-	600,000	4,250,000	-	-	-	-	4,850,000	4,850,000	3,5,7	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 15,138,958	\$ 4,068,440	\$ 6,595,000	\$ 8,537,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 57,452,465	\$ 41,794,051		\$ 4,451,414		\$ -		\$ 11,207,000		\$ 2,165,000	\$ 2,045,000	\$ 865,000	\$ 1,565,000	\$ 365,000	\$ 4,202,000

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
FM 1171 at Forums	285,000	-	-	-	-	-	-	285,000	285,000	0,2,3	-		-		-		-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	220,000	120,000	-	-	-	-	-	340,000	120,000	2,4	220,000		-		-		-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	220,000	70,000	-	-	-	-	-	290,000	70,000	2	220,000		-		-		-	-	-	-	-	-
FM 2499 at College Parkway	-	230,000	-	-	-	-	-	230,000	230,000	0,2,7	-		-		-		-	-	-	-	-	-
FM 2499 at Silveron	9,400	-	200,000	-	-	-	-	209,400	200,000	0,2	9,400		-		-		-	-	-	-	-	-
FM 407 at Browning	-	25,000	-	-	-	-	-	25,000	25,000	2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-		-		-		-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-		-		-		-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation	125,000	125,000	125,000	125,000	125,000	125,000	-	750,000	-	2	125,000		-		625,000		125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-		-		500,000		-	-	-	-	-	500,000
SUBTOTAL	\$ 859,400	\$ 570,000	\$ 325,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,349,400	\$ 2,650,000		\$ 574,400		\$ -		\$ 1,125,000		\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 75,000	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-		-		-	-	-	-	-	-
Colony Street Reconstruction (Superior to Coker Dr) **	735,000	-	-	-	-	-	-	735,000	735,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	100,000	2,244,000	-	-	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Turn Lanes (at Native Oak) **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	175,000	3,225,000	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Lake Shore) **	-	-	1,900,000	-	-	-	-	1,900,000	1,900,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	75,000	575,000	-	-	-	650,000	650,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	-	825,000	-	-	-	-	1,063,000	1,063,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	2,800,000	-	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearst to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	-	400,000	-	-	-	-	500,000	500,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	200,000	1,600,000	-	-	-	1,800,000	1,800,000	8	-		-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	-	100,000	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	-	765,000	-	-	-	-	-	765,000	765,000	8	-		-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	-	400,000	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	-	95,000	775,000	-	-	-	-	870,000	870,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 3,598,000	\$ 4,185,000	\$ 4,450,000	\$ 2,275,000	\$ 2,644,000	\$ 2,800,000	\$ 2,162,000	\$ 22,114,000	\$ 22,114,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
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5. Developer Agreement(s)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

Attachment 2

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

*General Obligation Bonds
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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06/20/2016

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025									2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2017-18 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-		-		-	-	-	-	-	-	
2019-20 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-	-	-	-	-	-	
2020-21 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-	-	-	-	-	-	
2022-23 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-	-	-	-	-	-	
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-	-	-	-	-	-	
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-	-	-	-	-	-	
Bluebonnet Trail Connections **	-	-	-	-	-	-	1,000,000	1,000,000	1,000,000	8	-		-		-	-	-	-	-	-	
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-	-	-	-	-	-	
Braden-Bakersfield Improvements	360,000	-	-	-	-	-	-	360,000	360,000	8	-		-		-	-	-	-	-	-	
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-		-		-	-	-	-	-	-	
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-	-	-	-	-	-	
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-		-		-	-	-	-	-	-	
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-		-		-	-	-	-	-	-	
Heritage Park of Flower Mound Phase II	2,050,000	540,000	-	-	-	-	-	2,590,000	2,590,000	8.6	-		-		-	-	-	-	-	-	
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	-	-	1,839,043	-	-	-	-	1,839,043	1,839,043	8	-		-		-	-	-	-	-	-	
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-		-		-	-	-	-	-	-	
Individual Park Improvements	930,000	180,000	-	-	-	-	-	1,110,000	1,110,000	8	-		-		-	-	-	-	-	-	
Log Cabin Property Purchase	-	454,098	-	-	-	-	-	454,098	454,098	2	-		-		-	-	-	-	-	-	
Park and Trail Amenities	360,000	50,000	50,000	50,000	50,000	50,000	-	610,000	610,000	2.6,8	-		-		-	-	-	-	-	-	
Park and Trails Master Plan	-	200,000	-	-	-	-	-	200,000	200,000	2.6	-		-		-	-	-	-	-	-	
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2.6	-		-		-	-	-	-	-	-	
Pink Evening Primrose Trail Connections	-	-	-	-	-	600,000	-	600,000	600,000	2.6	-		-		-	-	-	-	-	-	
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-		-		-	-	-	-	-	-	
Rheudasil Park Amenities	200,000	-	965,600	-	-	-	-	1,165,600	1,165,600	2.8	-		-		-	-	-	-	-	-	
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	1,250,000	2,050,000	-	-	-	-	-	3,300,000	1,250,000	8	-		-	2,050,000	2,050,000	-	-	-	-	-	
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-		-		-	-	-	-	-	-	
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-		-		-	-	-	-	-	-	
Twin Coves Park - Improvements	3,400,000	400,000	-	-	-	-	-	3,800,000	700,000	2.8	3,100,000		-		-	-	-	-	-	-	
White Lazy daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-		-		-	-	-	-	-	-	
SUBTOTAL	\$ 9,695,000	\$ 4,274,098	\$ 4,179,379	\$ 1,650,000	\$ 2,050,000	\$ 1,650,000	\$ 9,400,000	\$ 32,898,477	\$ 27,748,477		\$ 3,100,000		\$ -		\$ 2,050,000	\$ 2,050,000	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL GENERAL FUND	\$ 39,139,358	\$ 13,697,538	\$ 16,369,379	\$ 26,982,250	\$ 10,864,000	\$ 9,991,480	\$ 41,533,337	\$ 158,577,342	\$ 111,555,045		\$ 11,325,297		\$ -		\$ 35,697,000	\$ 4,340,000	\$ 2,990,000	\$ 15,170,000	\$ 5,770,000	\$ 490,000	\$ 6,937,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
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06/20/2016

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE						
		2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025						2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000	\$ 190,000	0,2	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Branchwood Water Line (Russwood Dr to FM407)	-	300,000	-	-	-	-	-	300,000	250,000	0,2	-	-	50,000	50,000	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	-	1,320,000	-	-	-	-	1,500,000	80,000	2	100,000	-	1,320,000	-	1,320,000	-	-	-	-
Canyon Falls 20-Inch Water Line	-	1,250,000	750,000	660,000	-	-	-	2,660,000	400,000	0,2	-	-	2,260,000	1,050,000	650,000	560,000	-	-	-
Cowboy LaneWater Line	-	-	-	-	-	-	670,000	670,000	140,000	0,3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	-	2,550,000	-	-	-	2,550,000	2,550,000	0,5	-	-	-	-	-	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek District - Reuse Waterlines	-	400,000	250,000	250,000	-	-	-	900,000	900,000	0,2	-	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0,2	-	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	200,000	200,000	200,000	0,2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171	-	-	-	2,000,000	-	-	-	2,000,000	300,000	0,2	-	-	1,700,000	-	-	1,700,000	-	-	-
FM 2499 12-Inch Water Line Phase III	440,000	700,000	-	-	-	-	-	1,140,000	400,000	0,2,5	395,000	-	345,000	345,000	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	-	550,000	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0,2	-	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement	-	-	4,810,000	-	-	-	-	4,810,000	-	2	-	-	4,810,000	-	4,810,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0,2	50,000	-	2,310,000	-	-	-	2,310,000	-	-
Impact Fee Update	70,000	-	-	-	-	-	-	70,000	70,000	0,2	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	-	1,270,000	-	-	-	1,305,000	305,000	0,2	-	-	1,000,000	-	-	1,000,000	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	-	-	-	375,000	-	-	375,000	375,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0,2	-	-	880,000	-	-	-	-	-	880,000
Long Prairie 12-Inch Water Line	460,000	900,000	-	-	-	-	-	1,360,000	505,000	0,2,5	355,000	-	500,000	500,000	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0,2	-	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0,2	-	-	6,770,000	-	-	-	-	-	6,770,000
Morriss Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0,2	-	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	310,000	1,600,000	-	-	-	-	-	1,910,000	-	2	310,000	-	1,600,000	1,600,000	-	-	-	-	-
Operations & Maintenance Facility	6,672,800	83,000	-	-	-	-	-	6,755,800	134,000	2	6,621,800	-	-	-	-	-	-	-	-
Pintail Ground Storage Tank Rehabilitation	1,695,000	-	-	-	-	-	-	1,695,000	345,000	2	1,350,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	900,000	490,000	-	-	-	-	-	1,390,000	1,090,000	2,5	-	-	300,000	300,000	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	-	330,000	270,000	1,500,000	-	-	-	2,100,000	330,000	0,2,5	-	-	1,770,000	-	270,000	1,500,000	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0,2	-	-	260,000	-	-	-	-	-	260,000
Raintree 12-inch Water Line (Ridgecrest to Shiloh)	500,000	-	-	-	-	-	-	500,000	75,000	0,2	425,000	-	-	-	-	-	-	-	-
Regency Park Booster Pump	850,000	-	-	-	-	-	-	850,000	850,000	2	-	-	-	-	-	-	-	-	-
Rippy Road Water line Improvements (FM 2499-Waketon)	-	-	730,000	-	-	-	-	730,000	330,000	0,2	-	-	400,000	-	400,000	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0,2	-	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	270,000	45,000	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	-	300,000	1,000,000	-	-	-	-	1,300,000	-	2	-	-	1,300,000	300,000	1,000,000	-	-	-	-
Stonecrest Pump Station Phase (Auxiliary Power)	-	-	2,120,000	-	-	-	-	2,120,000	300,000	0,2	-	-	1,820,000	-	1,820,000	-	-	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0,2	-	-	4,890,000	-	-	-	-	-	4,890,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	50,000	300,000	-	-	-	-	350,000	-	1,2	-	-	350,000	50,000	300,000	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	-	500,000	-	-	-	-	500,000	-	2	-	-	500,000	-	500,000	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	-	120,000
Timber Valley Rehabilitation Phase III	-	-	-	600,000	-	-	-	600,000	-	2	-	-	600,000	-	-	600,000	-	-	-
Trailwood Terrace 12-inch Water Line	-	400,000	-	-	-	1,370,000	-	1,770,000	400,000	0,2	-	-	1,370,000	-	-	-	-	1,370,000	-
Twin Coves Park - Improvements (Utilities)	-	400,000	-	-	-	-	-	400,000	400,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	-	300,000	300,000	300,000	300,000	-	1,500,000	-	2	300,000	-	1,200,000	-	300,000	300,000	300,000	300,000	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0,2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0,2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0,2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0,2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	550,000	50,000	50,000	50,000	50,000	50,000	-	800,000	-	2	550,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	105,000	25,785	5,000	5,000	5,000	5,000	-	150,785	150,785	0,2	-	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0,2	-	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,850,000	3,850,000	350,000	0,2	-	-	3,500,000	-	-	-	-	-	3,500,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0,2	-	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6)	250,000	725,000	-	-	-	-	-	975,000	975,000	2	-	-	-	-	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
Western Pump Station Phase I	12,475,000	-	-	-	-	-	-	12,475,000	969,760	0,2	11,505,240	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 26,620,420	\$ 8,598,785	\$ 12,405,000	\$ 9,185,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$103,160,205	\$ 19,787,165		\$ 21,962,040	\$ -	\$ 61,411,000	\$ 4,245,000	\$ 11,420,000	\$ 5,710,000	\$ 3,060,000	\$ 1,720,000	\$ 35,256,000

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	-	75,000	-	-	-	-	75,000	75,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at Twilight Drive - NEW	-	127,500	-	-	-	-	-	127,500	127,500	2	-		-		-		-	-	-	-	-	-
FM 2499 Drainage Improvements (Gerault to Denton Creek)	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-		-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	-	20,000		-	-	-	-	20,000	20,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	-	32,500	-	-	-	-	-	32,500	32,500	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	150,000	350,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
River Hill Drive Creek Bank Stabilization	-	-	45,000	-	-	-	-	45,000	45,000	1,2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	100,000	150,000	150,000		-	400,000	400,000	2	-		-		-	-	-	-	-	-	-	-
SUBTOTAL - NEW	\$ 500,000	\$ 180,000	\$ 220,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 1,850,000	\$ 1,850,000	\$ 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 5
06/20/2016

Attachment 2

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW	DEBT SCHEDULE							
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025							2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025		
Bakers Branch Collector Phase II (Lexington to Gerault)	-	-	1,700,000	-	-	-	-	1,700,000	200,000	0.2	-	-	1,500,000	-	1,500,000	-	-	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-	-	-
Denton Creek Boulevard Wastewater Line	-	-	-	2,700,000	-	-	-	2,700,000	2,700,000	0.5	-	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	70,000	-	-	-	-	-	-	70,000	70,000	0	-	-	-	-	-	-	-	-	-	-	-
Justin Road Lift Station Outfall	-	-	-	-	-	550,000	-	550,000	300,000	0.2	0	-	250,000	-	-	-	-	250,000	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,480,000	250,000	250,000	250,000	250,000	250,000	-	2,730,000	130,000	2	1,350,000	-	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	-	2,400,000	-	-	2,400,000	400,000	0.2,3,5	-	-	2,000,000	-	-	-	2,000,000	-	-	-	-
Lift Station Improvements and Decommissioning	50,000	325,000	1,400,000	-	-	-	-	1,775,000	50,000	2	-	-	1,725,000	325,000	1,400,000	-	-	-	-	-	-
Long Prairie Interceptor (North of College Pkw)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	330,000	-	-	-	-	-	-	330,000	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	-	-	905,000	-	-	905,000	-	0.2	-	-	905,000	-	-	-	905,000	-	-	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	3,150,000	-	-	-	3,150,000	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	-	2,500,000	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	-	410,000	600,000	-	-	-	-	1,010,000	410,000	0.2	-	-	600,000	-	600,000	-	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	300,000	-	-	-	-	-	-	300,000	-
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	200,000	-	-	-	-	-	-	200,000	-
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	1,000,000	-	-	-	-	-	-	1,000,000	-
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.3,5	-	-	2,370,000	-	-	-	-	-	-	2,370,000	-
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	380,000	-	-	-	-	-	-	380,000	-
Wastewater System Model Update	175,000	25,785	5,000	5,000	5,000	5,000	-	220,785	220,785	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	-	75,000	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	???	-	-	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	350,000	320,000	-	-	-	-	-	670,000	320,000	2	350,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	940,000	4,600,000	-	-	-	-	-	5,540,000	780,000	2	160,000	-	4,600,000	4,600,000	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	-	800,000	6,000,000	-	-	-	6,800,000	-	2	-	-	6,800,000	-	800,000	6,000,000	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	13,000,000	-	-	-	-	-	-	13,000,000	-
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	1,000,000	-	-	-	-	-	-	1,000,000	-
Wellington Interceptor Phase VI Section I (Vail Lane to Oak Street Lift Station)	-	-	-	310,000	-	-	-	310,000	95,000	0.2	-	-	215,000	-	-	215,000	-	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	720,000	-	-	-	-	-	-	720,000	-
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	410,000	-	-	-	-	-	-	410,000	-
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	780,000	-	-	-	-	-	-	780,000	-
SUBTOTAL	\$ 13,285,000	\$ 5,930,785	\$ 4,755,000	\$ 9,340,000	\$ 6,860,000	\$ 805,000	\$ 24,930,000	\$ 65,905,785	\$ 10,285,785		\$ 9,635,000	\$ -	\$ 45,985,000	\$ 5,175,000	\$ 4,550,000	\$ 6,465,000	\$ 6,305,000	\$ 500,000	\$ 22,990,000		
GRAND TOTAL UTILITY FUND	\$ 40,405,420	\$ 14,709,570	\$ 17,380,000	\$ 18,675,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 170,915,990	\$ 31,922,950		\$ 31,597,040	\$ -	\$ 107,396,000	\$ 9,420,000	\$ 15,970,000	\$ 12,175,000	\$ 9,365,000	\$ 2,220,000	\$ 58,246,000		

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
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8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: June 20, 2016

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of final acceptance of the Individual Parks Improvement (Gerault Game Field) project; authorization for final payment to Brownstone Companies, LLC, in the amount of \$11,081.25.

BACKGROUND INFORMATION: This project is complete. This item provides for a final payment of \$11,081.25, which consists of \$8,104.25 of retainage, and \$2,977.00 of work completed, for a final contract amount of \$85,027.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$11,081.25

Proposed Expenditure:	Account Number(s):
\$11,081.25	317-110-90761

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

RECOMMENDATION: Move to approve the final acceptance of the Individual Parks Improvement (Gerault Game Field) project; authorization for final payment to Brownstone Companies, LLC, in the amount of \$11,081.25.

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

AIA Document G706

(Instructions on reverse side)

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☒
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of Flower Mound
2121 Cross Timbers
Flower Mound, Tx. 75028

PROJECT:

(Name and address)

Gerault Park Game Field
1200 Gerault Rd.
Flower Mound, Tx. 75028

ARCHITECT'S PROJECT NO.: #2015-59

CONTRACT FOR: Individual Park Improvements
(Gerault Park Game Field)

CONTRACT DATED:

4/6/15

STATE OF:**COUNTY OF:**

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

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

Indicate attachment: ☒ yes ☐ no

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

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

CONTRACTOR:

(Name and address)

Brownstone Companies LLC
8609 Mid Cities Blvd. STE 300
NRA, TX. 76182

BY:

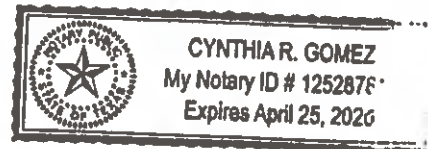
(Signature of authorized representative)

JERAMIE ELTZ PRESIDENT
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

Cynthia R. Gomez
My Commission Expires: 4/25/2020



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AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
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G706—1994

**CONSENT OF SURETY
TO FINAL PAYMENT***AIA Document G707*

(Instructions on reverse side)

Bond No. S916-8714

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:*(Name and address)*

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

ARCHITECT'S PROJECT NO.: N/A

CONTRACT FOR: Park Improvements

PROJECT:*(Name and address)*

Individual Park Improvements (Gerault Park Game Field) Bid # 2015-59
1200 Gerault Rd
Flower Mound, TX 75028

CONTRACT DATED: April 6, 2015

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

Washington International Insurance Company
475 N. Marlingale Rd, Suite 850
Schaumburg, IL 60173

, SURETY,

on bond of

(Insert name and address of Contractor)

Brownstone Companies, LLC
8609 Mid Cities Blvd
North Richland Hills, TX 76108

, CONTRACTOR,

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

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 10, 2016



Kevin J. Dunn

Washington International Insurance Company

*(Surety)**(Signature of authorized representative)*

Kevin J. Dunn, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):



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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER,

KEVIN J. DUNN and STEVEN TUCKER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

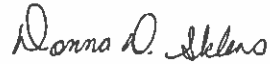
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

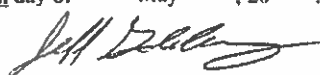
On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of May, 2016.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

**CONSENT OF SURETY
TO FINAL PAYMENT***AIA Document G707*

(Instructions on reverse side)

Bond No. S916-8714

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:*(Name and address)*

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

ARCHITECT'S PROJECT NO.: N/A

CONTRACT FOR: Park Improvements

PROJECT:*(Name and address)*

Individual Park Improvements (Gerault Park Game Field) Bid # 2015-59
1200 Gerault Rd
Flower Mound, TX 75028

CONTRACT DATED: April 6, 2015

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

Washington International Insurance Company
475 N. Marlingale Rd, Suite 850
Schaumburg, IL 60173

, SURETY,

on bond of

(Insert name and address of Contractor)

Brownstone Companies, LLC
8609 Mid Cities Blvd
North Richland Hills, TX 76108

, CONTRACTOR,

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

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 10, 2016



Signature of Kevin J. Dunn

Washington International Insurance Company

*(Surety)**(Signature of authorized representative)*

Kevin J. Dunn, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):



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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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W. LAWRENCE BROWN, TRACY TUCKER,

KEVIN J. DUNN and STEVEN TUCKER

JOINTLY OR SEVERALLY

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This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of May, 2016.

Jeffrey Goldberg

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CONTRACT ESTIMATE FOR PAYMENT

Project:

Individual Park Improvements (Gerault Game Field)

Estimate No.: 5 & Final

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
1	CLEARING AND SALVAGING EXISTING MATERIALS/STOCKPILING AND REMOVAL IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 12,250.00	\$ 12,250.00	1.00	0.00	1.00	\$ 12,250.00	\$ -	\$ 12,250.00	100.00%
2	ERISION CONTROL AND SWPPP IMPLEMENTATION IN ACCORDANCDE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 4,900.00	\$ 4,900.00	1.00	0.00	1.00	4,900.00	-	4,900.00	100.00%
3	EARTHWORK AND FINE GRADING IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 14,000.00	\$ 14,000.00	1.00	0.00	1.00	14,000.00	-	14,000.00	100.00%
4	ROLLED SOD IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	SF	74,000	\$ 0.41	\$ 30,340.00	74000.00	0.00	74000.00	30,340.00	-	30,340.00	100.00%
5	HYDROMULCH COMMON BERMUDA AS REQUIRED TO COVER AREAS DISTURBED BY CONSTRUCTION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 2,977.00	\$ 2,977.00	0.00	1.00	1.00	-	2,977.00	2,977.00	100.00%
6	IRRIGATION SYSTEM IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 7,800.00	\$ 7,800.00	1.00	0.00	1.00	7,800.00	-	7,800.00	100.00%
7	BID OPTION NO. 1: PROVIDE 2" OF SOIL AMENDMENT AS SPECIFIED IN THE AREAS DESIGNATED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	CY	440	\$ 29.00	\$ 12,760.00	440.00	0.00	440.00	12,760.00	-	12,760.00	100.00%
TOTAL					85,027.00				82,050.00	2,977.00	85,027.00	100.00%



TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: June 20, 2016

FROM: David Bauer, Construction Manager

ITEM: Consider approval to award Bid No. 2016-63 to Humphrey & Morton Construction Co., Inc., for the construction of the Bakersfield Park Pedestrian Bridge project, in the amount of \$252,492.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In May, June and October of 2015, the Town experienced heavy rain and associated flooding that heavily eroded the east bank of the bridge connecting Bakersfield Park with Heritage Park. This item is to consider approval of a construction agreement to provide a gabion wall system to armor the bank for erosion control of the Bakersfield Park Pedestrian Bridge.

FISCAL IMPACT: \$252,492.00

Proposed Expenditure:	Account Number(s):
\$252,492.00	359-585-97059-6150

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

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

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement

RECOMMENDATION: Move to approve the award of Bid No. 2016-63 to Humphrey & Morton Construction Co., Inc., for the construction of the Bakersfield Park Pedestrian Bridge project, in the amount of \$252,492.00; and authorize the Mayor to execute same on behalf of the Town.



Town of Flower
Mound
Bid Tabulation

Bid No: 2016-63 - Bakersfield Park Pedestrian Bridge

Bid Opening: May 26, 2016 at 11:00am

Company	Total Bid
Humphrey and Morton Construction Company, Inc.	\$ 252,495.00
Forth Worth Civil Constructors	\$ 294,867.00

******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	5/26/2016
	Purchasing Manager	
	Town of Flower Mound, Texas	

TOWN OF FLOWER MOUND
BAKERSFIELD PARK PEDESTRIAN BRIDGE

Bid # 2016-63

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 20th day of June, 2016, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Humphrey & Morton Construction Co., Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

BAKERSFIELD PARK PEDESTRIAN BRIDGE
Bid # 2016-63

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Hundred Fifty Two Thousand Four Hundred Ninety Two Dollars (\$252,492)** 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 sixty (60) calendar days, and final completion of ninety (90) 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 five (5) 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. 19

CONSENT ITEM

DATE: June 20, 2016

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

ITEM: Consider approval to award Bid No. 2016-66 to Mountain Cascade of Texas, LLC., for the construction of the FM2499/FM3040 24-inch Waterline Crossing Replacement project, in the amount of \$442,210.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On June 2, 2016, bids were received and opened for the FM2499/FM3040 24-inch Waterline Crossing Replacement project. Mountain Cascade of Texas, LLC., submitted the lowest qualified bid of the three responding bidders, at a base bid of \$442,210.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$442,210.00

Proposed Expenditure:	Account Number(s):
\$442,210.00	630-960-98841

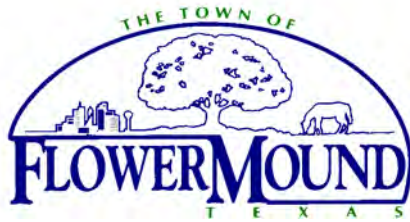
Finance Review by: Debra Wallace, Assistant Town Manager/CFO

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

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement

RECOMMENDATION: Move to award Bid No. 2016-66 to Mountain Cascade of Texas, LLC., for the construction of the FM2499/FM3040 24-inch Waterline Crossing Replacement project, in the amount of \$442,210.00; and authorize the Mayor to execute same on behalf of the Town.



**Town of Flower
Mound
Bid Tabulation**

**Bid No: 2016-66 - FM2499/FM3040 24-Inch Water Line Crossing
Replacement**

Bid Opening: June 2, 2016 at 11:00am

Company	Total Bid
Mountain Cascade of Texas, LLC	\$ 442,210.00
Wilson Contractor Sevices, LLC	\$ 454,380.00
Dickerson Construction Company, Incorporated	\$ 483,375.00

******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 06/02/2016
Purchasing Manager
Town of Flower Mound, Texas

TOWN OF FLOWER MOUND**FM 2499 @ FM 3040 WATER LINE CROSSING REPLACEMENT****Bid # 2016-66****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 Mountain Cascade of Texas, LLC., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FM 2499/FM 3040 WATER LINE CROSSING REPLACEMENT,
Bid # 2016-66

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 **Four Hundred Forty-Two Thousand Two Hundred Ten Dollars and No Cents (\$442,210.00)** 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 **thirty (30)** calendar days, and final completion of **sixty (60)** 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 and Fifty Dollars and Zero/One Hundredths Dollars (\$250.00) 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 and Fifty Dollars and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been 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. 20

CONSENT ITEM

DATE: June 20, 2016

FROM: Clay Riggs, PE, CFM, Senior Project Engineer

ITEM: Consider approval of the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Yucca Drive and Woodbine Street Reconstruction projects, at an amount not to exceed \$181,249.00; 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.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$181,249.00

Proposed Expenditure:	Account Number(s):
\$87,068.00	316-560-78054 Woodbine
\$94,181.00	316-560-78056 Yucca

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Consider approval of the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Yucca Drive and Woodbine Street Reconstruction projects, for an amount not exceed \$181,249.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Criado 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 **Criado and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 4100 Spring Valley Road, Suite 1001, Dallas, Texas 75244.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design, easement preparation, and providing construction documents for the Yucca and Woodbine Reconstruction Project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Eighty One Thousand Two Hundred Forty Nine and No/100 Dollars (\$181,249.00). 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 labor fee plus expense 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 actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on

the Project, the total of the current invoice amount and a running total balance for the Project to date.

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII. Ownership of Documents

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

VIII. Insurance

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

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

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

Fax: 972-874-6478

Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

**XV.
Provisions Surviving Termination**

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

**XVI.
Changes**

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

**XVII.
Conflicts of Interest**

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

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

**XVIII.
Confidential Information**

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

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

XIX.
Notice Information

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

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

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

James Pruitt
Criado and Associates, Inc
4100 Spring Valley Road, Suite 1001
Dallas, Texas 75244
972-392-9092 Telephone

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

XX.

Applicable Law

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

XX. Non-Discrimination

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

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

XXI. Arbitration

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

XXII. No Waiver of Governmental Immunity

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

XX. Severability

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

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

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

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

XXVI.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:
Criado 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:

Exhibit B

Client: Town of Flower Mound
Project: Yucca Drive and Woodbine Street

	<u>Billing Rate</u>
Project Manager	\$ 96.88
Senior Project Engineer	\$ 71.76
Design Engineer	\$ 62.79
Survey Technician	\$ 64.58
CADD Technician	\$ 44.85
RPLS	\$ 95.08
2-Man Field Party	\$ 64.58
Admin/Clerical	\$ 39.47

EXHIBIT B

**TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET**

YUCCA DRIVE

Town of Flower Mound

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 1 - PRELIMINARY DESIGN ASSESSMENT														
1.1 PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25	\$44		\$1,708
SUBTOTAL HOURS/COSTS	2	4	8						14	\$548	\$25	\$44		\$1,708
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 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				4		2	8		14	\$538	\$20	\$125		\$1,754
3.2 SURVEY FOR DESIGN - TOPOGRAPHY		2	10	32	16	1	40		101	\$3,475	\$50	\$440		\$10,880
SUBTOTAL HOURS/COSTS		2	10	36	16	3	48		115	\$4,013	\$70	\$565		\$12,634
TASK 4 - ROADWAY DESIGN														
4.1 DESIGN HORIZONTAL ALIGNMENTS	1	2	4		8				15	\$474	\$25			\$1,442
4.2 DESIGN VERTICAL ALIGNMENTS	1	4	8		16				29	\$894	\$25			\$2,698
4.3 MISCELLANEOUS DETAILS	1	2	8		16				27	\$814	\$25			\$2,459
4.4 DESIGN SCHEMATIC PREPARATION	1	4	8		16				29	\$894	\$50			\$2,723
4.5 SUMMARY OF QUANTITIES	1	4	8		16				29	\$894	\$25			\$2,698
4.6 RETAINING WALL LAYOUT AND DESIGN	1	8	16		40				65	\$1,934	\$25		\$4,000	\$9,808
4.7 ASSEMBLE STANDARDS			8		8				16	\$480	\$25			\$1,460
4.8 TITLE SHEET AND INDEX			2		4				6	\$170	\$25			\$533
4.9 PROJECT LAYOUT	1	2	4		8				15	\$474	\$25			\$1,442
4.10 SURVEY CONTROL SHEETS				4	2				6	\$194	\$25			\$605
4.11 TYPICAL SECTIONS	1	2	4		8				15	\$474	\$25			\$1,442
4.12 REMOVAL ITEMS		2	4		8				14	\$420	\$25			\$1,281
SUBTOTAL HOURS/COSTS	8	30	74	4	150				266	\$8,116	\$325		\$4,000	\$28,592

EXHIBIT B

**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 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			\$2,459
5.2 MAP EXISTING STORM DRAINAGE		2	4		8				14	\$420	\$25			\$1,281
5.3 HYDROLOGY FOR STORM SEWER DESIGN		2	8						10	\$360	\$25			\$1,101
5.4 INLET CALCULATIONS	1	2	8		8				19	\$614	\$25			\$1,861
5.5 PIPE CALCULATIONS	1	2	8						11	\$414	\$25			\$1,263
5.6 DRAINAGE PLAN AND PROFILE	1	2	4		8				15	\$474	\$25			\$1,442
5.7 INLET DETAILS			2		4				6	\$170	\$25			\$533
5.8 MISCELLANEOUS DETAILS		2	4		8				14	\$420	\$25			\$1,281
5.9 DRAINAGE QUANTITIES			2		4				6	\$170	\$25			\$533
5.10 ASSEMBLE DRAINAGE STANDARDS			4		8				12	\$340	\$25			\$1,042
5.11 EROSION CONTROL PLAN	1	2	4		8				15	\$474	\$25			\$1,442
5.12 EROSION CONTROL DETAILS		2	4		8				14	\$420	\$25			\$1,281
5.13 EROSION CONTROL QUANTITIES			1		2				3	\$85	\$25			\$279
5.14 EROSION CONTROL STANDARDS			1		4				5	\$135	\$25			\$429
SUBTOTAL HOURS/COSTS	5	18	62		86				171	\$5,310	\$350			\$16,227
TASK 6 - SIGNING AND PAVEMENT MARKINGS														
6.1 DESIGN PAVEMENT MARKING LAYOUTS AND DETAILS	1	1	2		2				6	\$214				\$639.86
6.2 PAVEMENT MARKING DETAILS		1	2		2				5	\$160				\$478.40
6.3 ASSEMBLE PAVEMENT MARKING STANDARDS			1		2				3	\$85				\$254
SUBTOTAL HOURS/COSTS	1	2	5		6				14	\$459				\$1,372

EXHIBIT B

**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				\$3,134
7.2 TRAFFIC CONTROL TYPICAL SECTIONS	2	4	8		16				30	\$948				\$2,835
7.3 TRAFFIC CONTROL STANDARDS			4		8				12	\$340				\$1,017
7.4 STATEMENT OF PROBABLE CONSTRUCTION COST	2	4	8		16				30	\$948	\$25			\$2,860
7.5 SPECIFICATION DATA AND SPECIAL PROVISIONS		16	32					16	64	\$2,112	\$100			\$6,415
7.6 PROJECT ADMINISTRATION								48	48	\$1,056				\$3,157
7.7 COORDINATION MEETINGS	8	8	8						24	\$1,032				\$3,086
7.8 QAI/QC CONSTRUCTABILITY REVIEW	8	16							24	\$1,072				\$3,205
SUBTOTAL HOURS/COSTS	22	52	68		60			64	266	\$8,556	\$125			\$25,707
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

**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 MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTING	DELIV, TRAVEL & MISC		
TASK 9 - SPECIAL SERVICES														
9.1 PAVEMENT DESIGN (GEOTECHNICAL)		4	8		4				16	\$540	\$25	\$50	\$6,000	\$7,690
9.2 LEVEL A SUE - NIC														
9.3 LEVEL B SUE - NIC														
9.4 BIDDING PHASE - NIC														
9.5 CONSTRUCTION PHASE - NIC														
9.6 TDLR - SUBMITTAL AND REVIEW			4						4	\$140	\$50	\$35	\$1,065	\$1,569
SUBTOTAL HOURS/COSTS		4	12		4				20	\$680	\$75	\$85	\$7,065	\$9,258
F E E S U M M A R Y														
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		2	10	36	16	3	48		115	\$4,013	\$70	\$565		\$12,449.27
TASK 4 - ROADWAY DESIGN	8	30	74	4	150				266	\$8,116	\$325		4000	\$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				\$1,351.30
TASK 7 - MISCELLANEOUS (ROADWAY)	22	52	68		60			64	266	\$8,556	\$125			\$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

**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 MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTING	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			SUB CONSULT'S	TOTAL COST FOR TASK (INCL MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTING	DELIV, TRAVEL & MISC		
TASK 1 - PRELIMINARY DESIGN ASSESSMENT														
1.1 PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25	\$50		\$1,714
SUBTOTAL HOURS/COSTS	2	4	8						14	\$548	\$25	\$50		\$1,714

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 PLOTING	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			SUB CONSULT'S	TOTAL COST FOR TASK (INCL MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTING	DELIV, TRAVEL & MISC		
TASK 3 - FIELD TOPOGRAPHIC SURVEYING														
3.1 ESTABLISH PROJECT BENCHMARKS / LVL LOOP				4		2	8		14	\$538	\$20	\$50		\$1,679
3.2 SURVEY FOR DESIGN - TOPOGRAPHY		2	10	16	16	1	40		85	\$2,899	\$25	\$200		\$8,893
SUBTOTAL HOURS/COSTS		2	10	20	16	3	48		99	\$3,437	\$45	\$250		\$10,572

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 PLOTING	DELIV, TRAVEL & MISC		
TASK 4 - ROADWAY DESIGN														
4.1 DESIGN HORIZONTAL ALIGNMENTS	1	2	4		16				23	\$674	\$25	\$100		\$2,140
4.2 DESIGN VERTICAL ALIGNMENTS	2	4	8		16				30	\$948	\$25			\$2,860
4.3 MISCELLANEOUS DETAILS	2	4	8		16				30	\$948	\$25			\$2,860
4.4 DESIGN SCHEMATIC PREPARATION	2	4	8		16				30	\$948	\$25			\$2,860
4.5 SUMMARY OF QUANTITIES	4	8	16		24				52	\$1,696	\$25			\$5,096
4.6 RETAINING WALL LAYOUT AND DESIGN	1	4	8		16				29	\$894	\$25		\$2,500	\$5,198
4.7 ASSEMBLE STANDARDS			8		8				16	\$480	\$25			\$1,460
4.8 TITLE SHEET AND INDEX			2		4				6	\$170	\$25			\$533
4.9 PROJECT LAYOUT	1	4	8		8				21	\$694	\$25			\$2,100
4.10 SURVEY CONTROL SHEETS				4	8				12	\$344	\$25			\$1,054
4.11 TYPICAL SECTIONS	1	2	4		8				15	\$474	\$25			\$1,442
4.12 REMOVAL ITEMS		4	16		32				52	\$1,520	\$25			\$4,570

EXHIBIT B

**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 MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
SUBTOTAL HOURS/COSTS	14	36	90	4	172				316	\$9,790	\$300	\$100	\$2,500	\$32,172
TASK 5 - DRAINAGE														
5.1 DRAINAGE AREA MAPS - NIC														
5.2 MAP EXISTING STORM DRAINAGE		2	4		16				22	\$620	\$25	\$25		\$1,904
5.3 HYDRAULICS REVIEW OF EXISTING BOX CULVERT		2	8						10	\$360	\$25			\$1,101
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			\$533
5.8 MISCELLANEOUS DETAILS		2	4		8				14	\$420	\$25			\$1,281
5.9 DRAINAGE QUANTITIES			2		4				6	\$170	\$25			\$533
5.10 ASSEMBLE DRAINAGE STANDARDS - NIC														
5.11 EROSION CONTROL PLAN	1	2	4		8				15	\$474	\$25			\$1,442
5.12 EROSION CONTROL DETAILS		2	4		8				14	\$420	\$25			\$1,281
5.13 EROSION CONTROL QUANTITIES			1		2				3	\$85	\$25			\$279
5.14 EROSION CONTROL STANDARDS			1		4				5	\$135	\$25			\$429
SUBTOTAL HOURS/COSTS	1	10	30		54				95	\$2,854	\$225	\$25		\$8,783
TASK 6 - SIGNING AND PAVEMENT MARKINGS														
6.1 DESIGN PAVEMENT MARKING LAYOUTS AND DETAILS	1	1	1		2				5	\$179				\$535.21
6.2 PAVEMENT MARKING DETAILS		1	1		2				4	\$125				\$373.75
6.3 ASSEMBLE PAVEMENT MARKING STANDARDS			1		2				3	\$85				\$254
SUBTOTAL HOURS/COSTS	1	2	3		6				12	\$389				\$1,163
TASK 7 - MISCELLANEOUS (ROADWAY)														
7.1 TRAFFIC CONTROL PLANS	2	4	8		20				34	\$1,048	\$25			\$3,159
7.2 TRAFFIC CONTROL TYPICAL SECTIONS	2	4	8		16				30	\$948	\$25			\$2,860
7.3 TRAFFIC CONTROL STANDARDS			4		8				12	\$340	\$25			\$1,042
7.4 STATEMENT OF PROBABLE CONSTRUCTION COST	2	4	8		16				30	\$948	\$25			\$2,860
7.5 SPECIFICATION DATA AND SPECIAL PROVISIONS		16	32					16	64	\$2,112	\$150			\$6,465
7.6 PROJECT ADMINISTRATION								48	48	\$1,056	\$25			\$3,182
7.7 COORDINATION MEETINGS	8	8	8						24	\$1,032				\$3,086
7.8 QA/QC CONSTRUCTABILITY REVIEW	8	16							24	\$1,072				\$3,205
SUBTOTAL HOURS/COSTS	22	52	68		60			64	266	\$8,556	\$275			\$25,857

EXHIBIT B

**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 MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
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														
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														
9.6 TDLR - SUBMITTAL AND REVIEW			4						4	\$140	\$50	\$35	\$1,065	\$1,569
SUBTOTAL HOURS/COSTS		4	4						8	\$300	\$50	\$35	\$7,065	\$8,047
FEE SUMMARY														
TASK 1- PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25			\$1,638.31
TASK 2- RIGHT-OF-WAY SURVEY - NIC														
TASK 3 - FIELD TOPOGRAPHIC SURVEYING		2	10	20	16	3	48		99	\$3,437	\$45	\$250		\$10,413.53
TASK 4 - ROADWAY DESIGN	14	36	90	4	172				316	\$9,790	\$300	\$100	\$2,500	\$31,721.76
TASK 5 - DRAINAGE	1	10	30		54				95	\$2,854	\$225	\$25		\$8,652.18
TASK 6 - SIGNING AND PAVEMENT MARKINGS	1	2	3		6				12	\$389				\$1,145.22
TASK 7 - MISCELLANEOUS (ROADWAY)	22	52	68		60			64	266	\$8,556	\$275			\$25,463.86
TASK 8 - UTILITY DESIGN - NIC														
TASK 9 - SPECIAL SERVICES		4	4							\$300	\$50	\$35	\$7,065	\$8,033.20
TOTAL HOURS	40	110	213	24	308	3	48	64	802					\$87,068
BASE HOURLY RATES	\$54.00	\$40.00	\$35.00	\$36.00	\$25.00	\$53.00	\$36.00	\$22.00						
BASE SALARIES & REIMB'S TOTAL	\$2,160	\$4,400	\$7,455	\$864	\$7,700	\$159	\$1,728	\$1,408		\$25,874	\$920	\$410	\$9,565	\$36,769
ADD-ON INDIRECT COSTS (156.00%)										\$40,363				\$40,363
SUBTOTAL										\$66,237	\$920	\$410	\$9,565	\$77,132
FEE ON IN-HOUSE LABOR COSTS @ 15%										\$9,936				\$9,936
TOTAL FEE (WOODBINE):										\$76,173	\$920	\$410	\$9,565	\$87,068
Total Fee (Yucca & Woodbine)														\$181,249



TOWN COUNCIL AGENDA ITEM NO. 21

CONSENT ITEM

DATE: June 20, 2016

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of an Intergovernmental Cooperative/Mutual Aid Agreement for Operational Assistance in Providing Security for the 2016 Republican National Convention in Cleveland, Ohio.

BACKGROUND INFORMATION: The Cleveland Department of Public Safety has requested assistance to provide security for the Republican National Convention which will convene on July 18, 2016 and conclude on July 21, 2016. In person training for the event will begin on July 17, 2016. The costs associated with the agreement will be paid by the City of Cleveland through a United States Bureau of Justice Assistance grant. Two Flower Mound Sworn Police Officers will attend and assist the Cleveland Department of Public Safety.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:	Account Number(s):
N/A	N/A

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

LEGAL REVIEW: Bradley Anderle of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Agreement
2. City of Cleveland Assisting Agency's Staffing Form
3. City of Cleveland Vendor Entry Form
4. Cleveland Division of Police Form

RECOMMENDATION: Recommend approval of an Intergovernmental Cooperative/Mutual Aid Agreement for Operational Assistance in Providing Security for the 2016 Republican National Convention in Cleveland, Ohio.

**INTERGOVERNMENTAL COOPERATIVE/MUTUAL AID AGREEMENT
FOR
OPERATIONAL ASSISTANCE IN PROVIDING SECURITY FOR
THE 2016 REPUBLICAN NATIONAL CONVENTION
IN CLEVELAND, OHIO**

THIS INTERGOVERNMENTAL COOPERATIVE/MUTUAL AID AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2016, ("Effective Date"), by and between the CITY OF CLEVELAND, ("City"), a municipal corporation of the State of Ohio, through its Director of the Department of Public Safety, and the Town of Flower Mound, Texas, ("Agency"), a home rule municipality formed and operating under the laws of the State of Texas, through its authorized representative.

RECITALS

WHEREAS, the City of Cleveland, Ohio, has been selected to host the 2016 Republican National Convention (RNC) during the week of July 18, 2016; and

WHEREAS, the RNC has been designated a National Special Security Event (NSSE) due to the event's significance to the United States and the inherent challenge of ensuring the safety and security of all event participants; and

WHEREAS, pursuant to this NSSE classification, the United States Secret Service is the authorized lead for the design and implementation of the official operational security plan pertaining to the RNC; and

WHEREAS, the City of Cleveland through its Division of Police (CDP) in the Department of Public Safety is responsible for coordinating local law enforcement efforts for the RNC; and

WHEREAS, the RNC is expected to attract in excess of 50,000 visitors that will include persons who will engage in their constitutional rights of free speech; and

WHEREAS, the City of Cleveland has received from the United States Department of Justice a federal grant to help defray the expense of providing a secure venue for the RNC delegates and for ensuring the opportunity for the lawful exercise of constitutional rights by all persons; and

WHEREAS, law enforcement officers from all levels of government throughout the State of Ohio and in other states will be needed to provide law enforcement services for the event; and

WHEREAS, law enforcement agencies providing personnel for the RNC are considered to be subrecipients of the federal grant and eligible for reimbursement for personnel and other costs subject to the terms of both this Agreement and the grant; and

WHEREAS, Ohio Revised Code §737.04 provides authority for a municipal corporation to enter into agreements to obtain additional police protection from a municipal corporation, township, township police districts, joint police districts, county sheriffs, park districts, or port authorities; and

WHEREAS, Ohio Revised Code §9.482 provides authority for a political subdivision, upon authorization of its legislature, to enter into an agreement with another political subdivision to render services for the political subdivision that the other political subdivision is otherwise legally authorized to perform or render; and

WHEREAS, Ohio Revised Code §5502.41 provides for the Ohio Mutual Aid Compact to complement existing mutual aid agreements to allow a political subdivision to request assistance with planned events such as the RNC and receive assistance from any other political subdivision in the state; and

WHEREAS, Ohio Revised Code §5502.29 permits an Ohio political subdivision to enter into mutual aid agreements with political subdivisions in Ohio and in neighboring states for assistance with a planned event; and

WHEREAS, the Texas Interlocal Cooperation Act permits the Agency to contract with municipalities of another state for the provision of governmental functions and services; and

WHEREAS, at the request of the City of Cleveland, Agency is authorized to and willing to provide the assistance of law enforcement personnel and/or equipment for public safety-related aid and assistance during the RNC; and

WHEREAS, the City of Cleveland and Agency desire to outline the terms and scope of the assistance to be provided during the RNC.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein the undersigned parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated herein by reference.

II. PARTIES

A. The various provisions and covenants of this Agreement run between the City of Cleveland ("City") and Agency, not between or among any other law enforcement agency the City of Cleveland may also have entered into or will enter into a similar cooperative or mutual aid agreement with. Nothing in this Agreement is intended to and shall not be interpreted to create any rights in any third party.

B. Agency represents that it possesses the legal authority, pursuant to the proper and appropriate statute, ordinance, official motion, resolution or other required action to enter into this Agreement.

1. The City of Cleveland is authorized to enter into this Agreement pursuant to Ordinance No. 880-14 passed by Cleveland City Council on July 16, 2014.

2. Agency certifies it is authorized to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of Agency hereby represents that he/she has been fully authorized by such party to execute this Agreement on behalf of Agency and to validly and legally bind Agency to all the terms, conditions, performances and provisions herein.

C. The City of Cleveland shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of Agency to enter into this Agreement.

III. APPLICABILITY

A. This Agreement applies to the RNC event to be held primarily in Cleveland, Ohio, and scheduled to convene July 18, 2016 and conclude on July 21, 2016, ("the actual event"), with main events to be held at Quicken Loans Arena ("the Q") in downtown Cleveland with major supporting venues to include the Cleveland Convention Center and the Renaissance Cleveland Hotel, all within walking distance of the Q. It pertains to the actual event as well as pre-event training and preparations and post-event clean up during a period to commence on Sunday, July 17, 2016, at 8:00 AM for pre-event training, until concluding on Friday, July 22, 2016, at 11:59 PM (referred to as the "entire event" or the "RNC event period").

B. The RNC event dates may be extended by the RNC for a period exceeding the RNC event period's conclusion if it is required to complete the RNC nomination process. In such a circumstance, the Cleveland Division of Police (CDP) will notify Agency that its aid continues to be needed past the RNC event period conclusion and will provide its best estimate of the additional time period such aid will be needed. Agency will immediately advise the CDP whether or not it will continue to assist for the remainder of the extended RNC event period.

C. For activities directly connected with RNC security, this Agreement temporarily supersedes any existing mutual aid agreement or memorandum of understanding between the City of Cleveland and any of the parties hereto to the extent of any conflict between the respective agreements.

IV. REQUESTED OPERATIONAL ASSISTANCE

A. The City of Cleveland Division of Police (CDP) hereby requests the operational assistance of Agency for RNC security planning, training, execution, and pre and post-event law enforcement operations.

B. Although Agency is asked for a firm commitment of personnel, CDP recognizes that circumstances may require Agency to deviate from the committed number of officers and/or equipment. The final decision of the number of officers and equipment to be dedicated to the RNC by Agency rests solely with the Agency's sheriff or chief. However, all participating officers will be issued individual credentials and receive specialized training and instructions. Accordingly, it is important that officers committed to the RNC security assistance will be available for the entire event. CDP will continuously monitor circumstances and will release officers from RNC duty as quickly as possible.

C. Agency will, or has, advised CDP of the specific number of personnel and the type of specialized equipment, if any, Agency will commit to the RNC event. Agency may provide officers only or may provide officers and supervisors. Prior to the event, Agency will be advised of the specific assignments allocated to its personnel. Whenever practical, direct supervision of Agency's personnel will be accomplished by or through that Agency's own supervisors when such supervisors are provided. However, due to the scale of the event and the large number of assisting agencies participating, at times it is likely that supervision will occur or direction will be given by supervisors of another agency. Prior to the event, each participating officer will be aware of his or her specific chain of command. In any case, overall control of all law enforcement activities will be the responsibility of the CDP.

D. No participating law enforcement officer will be ordered, required or requested to perform any act that would be prohibited by that officer's Agency rules and regulations. Assisting Agency personnel will, or have, receive(d) training specific to their assigned function. Issues regarding conflicts in rules and regulations or preferred response to anticipated situations should be raised during the training.

E. Pursuant to Ohio Revised Code §5502.41(F)(3), responding law enforcement officers acting pursuant to this section have the same authority to enforce the law as when acting within the territory of their regular employment. The provisions of Ohio Revised Code §5502.41(H) and Ohio Revised Code §§737.04 and 9.482 regarding police department members/employees acting outside the subdivision in which they are employed are applicable to their security assistance with the RNC event. If these statutes do not apply to Agency, Agency shall notify CDP.

V. ORGANIZATIONAL STRUCTURE

A. Agency acknowledges and agrees that at all times during any joint training sessions prior to the RNC and during the RNC event period, including deployment of any police officers (as defined below), regardless of such officer's rank or job title within the Agency, he or she shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command composed of federal, state, and local public safety personnel and following unified command principles and practices established throughout the law enforcement community.

B. The CDP is the lead local law enforcement agency associated with the RNC law enforcement. All functions and duties to be performed by the Agency's personnel under this Agreement will conform to the RNC Operational Plan with specific assignments to be communicated to the Agency by the "Commanding Officer" (as defined below) or his designee. The Agency will be provided with briefings from the CDP, as necessary, regarding its assignments.

C. For purposes of the RNC event, the CDP's "Commanding Officer" will be City of Cleveland Division of Police Chief Calvin Williams.

D. Agency officers performing services pursuant to this Agreement will abide by applicable CDP policies, which will be provided to it in one or more RNC event information and training packets ("RNC Preparatory Materials") prior to the RNC event. Agency shall disseminate the RNC Preparatory Materials to its officer providing services hereunder. In the event of a conflict between the Agency's policies and CDP's

applicable policies, Agency agrees to follow CDP policies with respect to any RNC event services provided hereunder and shall instruct its officers to do likewise. By signing this Agreement, Agency certifies that all officers provided hereunder are or will be trained on the provided CDP policies before the RNC event.

E. Nothing in this Agreement shall affect the statutory or common law authority of the parties or their personnel, nor shall this Agreement limit or enhance the respective liabilities and immunities of the parties. Responsibility for the conduct of Agency personnel, both personally and professionally, shall remain with the Agency.

VI. AGENCY RESPONSIBILITIES

Agency agrees to the following terms in preparation for and during and following the RNC event:

A. Upon reasonable advance notice from CDP, Agency's officers being deployed at the RNC event shall participate in RNC event training activities that are coordinated or conducted by Agency and the CDP or its designee. For purposes of this Agreement, training activities will include RNC Preparatory Materials and in-person training on Sunday, July 17, 2016 beginning at 8 AM, for all Agency officers providing services during the RNC event period; and

B. Upon reasonable advance written notification from the CDP to the Agency, each Agency officer deployed at the RNC event shall provide services assigned by the CDP during the RNC event period; and

C. At the request of the CDP, each Agency officer shall participate in and/or provide information to and otherwise cooperate with the CDP in any "after action activities" following the conclusion of the RNC event period. This may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

D. The Agency agrees to cooperate with and provide the City of Cleveland with any other information reasonably requested by the City and that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement and the grant requirements.

E. The Agency designates the following contacts for operational and administrative purposes under this Agreement:

AGENCY NAME: Town of Flower Mound, Texas

[List Names, Titles, Contact information]

[Responsibilities]

F. The names of all officers to be provided by the Agency for the RNC event purposes shall be sent to the CDP in written form upon execution of this Agreement and prior to providing any RNC event services hereunder.

G. Each of the officers provided by the Agency shall meet one of the following criteria (as applicable to the particular Agency):

1. Agency located in the State of Ohio shall ensure all officers provided are OPOTA certified in accordance with all applicable Ohio statutes, rules and regulations.

2. Non-Ohio Agency shall ensure that its officers providing assistance under this Agreement are duly licensed or certified by the authority of the state in which the officer's appointing authority is located. Statutory certification requirements for Agency's officers shall be provided to the CDP with the list of all Agency officers providing RNC services.

H. In addition to the certification/licensure for officers set forth above, Agency agrees that each of the officers provided shall also meet all of the following criteria:

1. Each officer shall by reason of experience, training and physical fitness be capable of performing the duties anticipated to be required by the CDP during the RNC event; and

2. Each officer shall have been employed as a licensed police officer for a minimum of two (2) years in the United States; and

3. Each of the officers provided for the RNC event are officers in good standing with the Agency. Throughout the term of this Agreement, the Agency shall promptly notify the CDP in the event that any officer is no longer an officer in good standing with the Agency; and

4. No officer being provided has been the subject of a lawsuit where the officer has been sued in an individual capacity, or pending and/or sustained Agency internal affairs investigations during the past ten (10) years, where such lawsuit or investigation involves allegations of first amendment violation or allegations of excessive/unnecessary/unreasonable use of force, improper conduct or conduct unbecoming of a licensed law enforcement officer.

I. Unless otherwise provided or requested by the CDP, each of the officers being provided shall be equipped and or supplied by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to service belts with Agency radio equipment, service weapon and personal soft ballistic body armor as required to be worn by the officer while on duty for the Agency. A complete sanctioned uniform and authorized equipment list will be provided to Agency as part of the RNC event Preparatory Materials. If the Agency intends to send any equipment, gear, service weapons or munitions with its officers that are not included in the CDP sanctioned list, it shall notify the CDP in writing not later than July 11, 2016, and must obtain the CDP's written consent prior to its use by an Agency officer during the RNC event period.

J. Agency acknowledges and agrees that at any time during the term of this Agreement the CDP has the sole discretion to decline to accept and/or use an officer without cause or explanation.

K. Agency will exercise its best efforts to assist with the RNC event. However, the parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction,

which may also include the RNC event. That prioritization decision belongs solely to Agency and Agency may recall its officers when Agency so determines it is in its best interest to do so. Agency shall follow the termination procedures set forth in Section XVIII of this Agreement in the event a decision to recall its assistance is made.

L. Except as set forth in this Agreement, Agency shall be responsible for all costs associated with providing officer assistance that are not assumed by City as stated in this Agreement and authorized in writing.

VII. CITY OF CLEVELAND RESPONSIBILITIES

In addition to its lead local law enforcement planning responsibilities for the RNC event, the City of Cleveland agrees to the following:

A. City will provide RNC event training for participating Agency officers, including the provision of RNC event Preparatory Materials for review and in-person training by Agency.

B. City will provide lodging and food for Agency officers performing services under this Agreement. The CDP shall provide lodging and food location assignments to Agency officers in writing prior to the RNC event period.

C. City shall cover approved personnel and transportation expenses of officers providing services during the RNC event period. Agency's estimate of allowable expenses will be itemized on a form or forms, which have been provided to Agency prior to execution of this Agreement. The compensation to Agency for officer services pursuant to this Agreement has been based on this estimate as approved by City, and may not exceed the approved estimate amount unless approved by the City's Director of Public Safety. Agency's approved estimate amount is incorporated into this Agreement by reference as if fully rewritten herein. Agency agrees that all actual payments in an amount equal or less than this amount shall be based on itemized invoices provided to City after the RNC event for services actually provided according to the Payment Terms provided to Agency as part of the RNC Preparatory Materials. Any authorized meals purchased by participating law enforcement personnel outside those provided by City, must not exceed federal 2016 per diem rates for Cuyahoga County. Reimbursement for vehicle mileage cannot exceed the federal 2016 standard mileage rate for cars, trucks and vans. City will only reimburse for mileage to and from Cleveland and not for use of any vehicle during the RNC event period. No other transportation costs will be paid to Agency except upon approval of the City's Director of Public Safety.

VIII. FEDERAL GRANT REQUIREMENTS

A. The United States Bureau of Justice Assistance grant ("the grant") is the primary source of funding for RNC Security operations. All law enforcement agencies providing personnel and equipment in support of RNC security are considered subrecipients under the grant and subject to certain Special conditions specified in the grant. The applicable grant is incorporated into this Agreement by reference as if fully rewritten herein. Except for conditions which by their nature apply exclusively to the grant recipient (City of Cleveland), subrecipients must scrupulously adhere to the requirements of the Special conditions.

1. Although all the Special conditions are material to this Agreement, among the most significant for subrecipients that are or may be included in the grant are:

a) Equal Employment Opportunity Plan (EEO) requirements – Agencies expecting to be reimbursed for expenses exceeding \$25,000 and which have 50 or more employees must have an EEO and make the appropriate certification.

b) Duty to report fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

c) All grant drawdowns are reimbursement-only basis.

d) No supplanting of local or state funds.

2. As Primary grant recipient the City of Cleveland is obligated to ensure the compliance of all subrecipients with all applicable Special Conditions.

3. The grant Special Conditions are posted on the City's official website and can be accessed via the following link:
<https://clecityhall.files.wordpress.com/2016/04/rnc-award.pdf>

IX. CERTIFICATION OF NON-SUPPLANTING

By execution of this Agreement, all participating agencies certify that grant funds received pursuant to this Agreement will not be used to supplant local and/or state funds.

X. FINAL PAYMENT TERMS

A. Agency shall only be paid for the necessary costs of participating in RNC event-related activities during the RNC event period, any extensions of same, and any approved "after action activities" related thereto.

B. Subject to the terms of the Agreement and the prior written approval of the City of Cleveland, the City of Cleveland agrees to provide payment to the Agency for each officer whose services are actually used by the CDP during the RNC event period and any extensions of same.

C. Unless otherwise agreed to in writing by the City of Cleveland, the City of Cleveland shall only provide reimbursement to the Agency for Personnel Costs if the Agency officer completed the CDP's required training and 1) participated in the RNC event or 2) was ready, willing, available and physically present in the City of Cleveland or Cuyahoga County to participate in the RNC event as required by the CDP hereunder despite the officer not having actually participated in the RNC event.

D. In the event the Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City of Cleveland reserves the right to withhold any available payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right of termination as provided in this Agreement.

XI. REIMBURSEMENT OF PERSONNEL COSTS

A. The City of Cleveland will reimburse assisting agencies for specified personnel expenses in conformance with the requirements of the grant. Because of the strict non-supplanting rule, agencies must request reimbursement of personnel costs based upon one of the following Models:

1. Assisting agencies that do not have traditional jurisdiction in the City of Cleveland may request reimbursement of salary costs for all hours assigned and worked by their personnel as RNC security (both straight time and overtime); or

2. Agencies having traditional jurisdiction inside the City of Cleveland may request reimbursement of salary costs for all overtime hours assigned and worked by their personnel as RNC security.

“Salary costs” include straight time or overtime at the hourly rate of the officer assigned plus Medicare and FICA rates applicable in 2016, and the Agency’s actual pension contributions. No other fringe benefits will be reimbursed.

“Personnel” means sworn certified law enforcement officers and supervisors of any rank who are assigned and present in support of the RNC mission. “Hours assigned and worked” means the actual scheduled hours assigned to each officer in support of the RNC mission and actually worked by the officer during the event.

B. Agencies having traditional jurisdiction in the City of Cleveland will absorb all costs for their own assigned personnel for the first forty (40) hours of the respective officer’s work week during the RNC. Overtime personnel costs for hours worked beyond forty (40) hours during the RNC will be reimbursed to those agencies pursuant to the terms (specifically Model 2 above) contained herein.

C. All assisting agencies will be provided with a form or forms for collecting data necessary for reimbursement. The forms and supporting documentation should be completed by Agency and returned to the City of Cleveland administrator specified on the form no later than September 1, 2016. The City of Cleveland will make every effort to process the forms and remit payment within forty-five (45) days of receipt of the reimbursement request, fully-completed forms, and supporting documentation. Administrative costs including planning and fiscal functions will not be reimbursed.

D. Agency must provide payroll verification documentation, certify the accuracy of the reimbursement request, and maintain all supporting documentation for a minimum of seven (7) years. Agency specifically agrees to cooperate with any required audit relating to the federal RNC grant and further agrees to reimburse the federal government for any payments received which are subsequently deemed ineligible by any future City of Cleveland or federal audit.

E. Officers from Agency will be housed and fed under arrangements made by, and directly paid for by, the City of Cleveland. Accordingly, no housing costs or per diem will be paid to Agency. Exceptions to this policy may be made for officers who are required to arrive in the Cleveland area prior to the effective date of housing and feeding arrangements.

F. Depending on the availability of funding, if Agency’s personnel participate in extensive (more than 40 hours) training, Agency may apply for reimbursement of salary costs incurred on an overtime basis for RNC specific training.

XII. LIABILITY INSURANCE

A. The City of Cleveland will obtain a law enforcement liability insurance policy with a coverage limit of Ten Million Dollars (\$10,000,000) insuring Agency as well as all other assisting law enforcement agencies, and all participating law enforcement personnel in their individual capacities while acting within the scope of their employment, against job-related liability claims including torts and constitutional allegations unless the assisting Agency or law enforcement personnel acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The City of Cleveland shall provide a copy of the insurance policy to the Agency prior to the RNC event period. Legal defense of claims and all claims processing will be provided by the City of Cleveland or by the insurer. The City of Cleveland shall have the exclusive right to negotiate and settle claims within policy or retention limits.

B. All assisting agencies agree to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City of Cleveland or otherwise providing effective notice of all claims or notice of events foreseeably resulting in a claim, providing documents or other potential evidence and ensuring the availability of employees for deposition and trial.

C. Nothing in this Agreement shall be interpreted as waiving or modifying the provisions of Ohio Revised Code Chapter 2744.

XIII. MUTUAL RESPONSIBILITY

A. Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof.

B. Neither party can nor will indemnify or hold the other harmless nor shall anything in this Agreement be construed to constitute such.

C. The parties understand and agree that each party is relying upon, and has not waived, any rights, defenses, immunities and protections provided by Ohio law, Texas law, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

D. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive, any rights and benefits either party has with regard to its status under the insurance coverage described in Section XII of this Agreement.

XIV. WORKERS' COMPENSATION

Agency hereby certifies that it maintains insurance, self-insurance or coverage equivalent to the Texas Workers' Compensation. In the event its employee pursues a claim in his or her home jurisdiction, the Agency shall be responsible for all liability and loss related to the claim.

XV. TERM

This Agreement shall be effective upon complete execution of this Agreement by Agency and the City of Cleveland. All operational assistance commitments will cease with the release of Agency's respective personnel from RNC security duty. Covenants and responsibilities articulated herein which are necessarily ongoing in nature including, without limitation, financial obligations and records retention requirements, shall survive and remain effective following termination of the operational assistance commitment.

XVI. MODIFICATIONS

The terms of this Agreement may be modified at any time by written consent of the parties. Modifications to Agreement shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each party.

XVII. MUTUAL BENEFITS TO PARTIES – CONSIDERATION

Other than the items set forth in Section VII, further consideration for this Agreement shall be non-monetary and shall consist of enhanced public safety and improved law enforcement activity in the Cleveland, Ohio area in preparation for, and during the RNC event, and other mutual benefits through the cooperative efforts of the parties to this Agreement.

XVIII. TERMINATION

A. The City of Cleveland may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or
2. If the City of Cleveland is unable to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or
3. Failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default within seven (7) calendar days after the City of Cleveland provides Agency with written notice of such failure.

B. Agency may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or
2. If the City of Cleveland is unable to or fails to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or
3. The Agency determines it does not have the resources available to participate in the RNC event; or
4. Failure of the City of Cleveland to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default

within seven (7) calendar days after the Agency provides the City of Cleveland with written notice of such failure.

XIX. NOTIFICATION

Notices concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and any and all other notices that may or should be given to either party under this Agreement will be made to each party as follows:

City of Cleveland: Chief of Police, Cleveland Division of Police, 1300 Ontario Avenue, 9th Floor, Cleveland, Ohio 44113; with a copy to Law Director, Department of Law, City of Cleveland, 601 Lakeside Avenue, Room 601, Cleveland, Ohio 44114.

Agency:

XX. RECORDS AND DISSEMINATION OF INFORMATION

A. Agency agrees to provide prior notice to the City of Cleveland of any request for and/or release, transmission, or disclosure of information associated with or generated as a result of the work performed under this Agreement.

B. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested.

XXI. INDEPENDENT CONTRACTOR

A. It is not intended, nor shall it be construed, that any party or any officer, employee, or agent of the Agency is an officer, employee, loaned employee, or agent of the City for purposes of unemployment compensation, workers' compensation, governmental immunity, civil rights, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed so as to find the Agency or its employees to be employees of the City of Cleveland, and the Agency's employees shall be entitled to none of the rights, privileges, or benefits of City of Cleveland employees.

B. Except to the extent covered by the insurance policy acquired by the City as referenced in Section XII and the "not to exceed" compensation amount described in Section VII, Agency acknowledges that it remains fully responsible for any and all obligations as the employer of its personnel assigned to the RNC event period including, but not limited to, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers' compensation, death benefits, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance or contract.

C. To the extent an Agency employee individually pursues a third party action and the third party or any other party joins the City as a party to that action:

1. The City shall be immune from subrogation claims pursuant to the exclusive remedy provisions of Ohio's Worker's Compensation Act and/or Agency's state Worker's Compensation Act;

2. The Agency agrees to be responsible only to the extent Agency is found to be legally liable under the law by a court of law, for loss from any and all claim or claims made by that Agency's employee, for any alleged active or passive negligence or condition, caused or created in whole or in part by the City of Cleveland.

D. The City shall refer disciplinary matters involving Agency employees to the employing Agency for an investigation that may be jointly conducted by the CDP and the Agency unless, based on the judgment of the City, that a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement Agency for investigation with appropriate notice to the Agency.

XXII. GOVERNING LAW; COMPLIANCE WITH LAWS

A. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with Ohio law and applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court in Cuyahoga County, Ohio, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the parties shall be limited by this Section.

B. Both the City of Cleveland and the Agency agree to comply with applicable federal, Ohio, and City of Cleveland laws or ordinances.

XXIII. MISCELLANEOUS

A. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

B. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Ohio, the State of Texas, the Town of Flower Mound, or the Charter of the City of Cleveland, the validity of the remaining portions or provisions shall not be affected, and the rights and obligation of the Agency shall be construed and enforced as if the Agreement did not contain the particular part, term or provision.

C. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original of this Agreement.

D. Each party paying for the performance of governmental functions or services must make those payments from current revenues or other committed funds available to the paying party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified.

CITY OF CLEVELAND

ASSISTING AGENCY:

Print Name of Agency

Michael McGrath, Director
Department of Public Safety

Date: _____

Calvin Williams, Chief
[Signature]
Division of Police

Date: _____

Mayor or County Executive – [Signature]

Print Name and Title
Date: _____

Chief of Police or Sheriff –

Print Name and Title

Date: _____

Approved as to form and correctness:

CITY OF CLEVELAND
BARBARA LANGHENRY, DIRECTOR OF LAW

By: _____

Date: _____

AGENCY _____
LEGAL COUNSEL

By: _____

Date: _____



**CITY OF CLEVELAND
2016 REPUBLICAN NATIONAL CONVENTION
ASSISTING AGENCY'S STAFFING FORM**

Assisting Agency:		
Flower Mound Police Department		
Prepared By:	Contact Phone's #:	Signature:
Steven Strickland	972-539-0525	<i>[Signature]</i> #259
Approved By:	Contact Phone's #:	Signature:
Steven Strickland	same	<i>[Signature]</i> #259

No.	Officer's Badge #:	Officer's Name	Officer's Title	Regular Hourly Rate (\$)	Overtime Hourly Rate (\$)
1	259	Steven Strickland	Sergeant	\$38.66	\$57.99
2	316	Derek Mueller	Officer	\$28.69	\$43.04
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					



City of Cleveland
2016 Republican National Convention
RNC Reimbursement Estimated Cost

Assisting Agency:		
Flower Mound Police Department		
Prepared By:	Contact Phone's #:	Signature:
Steven Strickland	972-539-0525	<i>[Signature]</i>
Approved By:	Contact Phone's #:	Signature:
Steven Strickland	same	<i>[Signature]</i>

Estimated Salary

	Number of Officers	Estimated Total Regular hours	Estimated Total Overtime hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost
	2	72	36	\$ 4,849.20	\$ 3,637.08	\$ 8,486.28
Reimbursement will be based on payroll records furnish by assisting agency and reimbursement form provided by the City of Cleveland. Please review the number of officers and the relevant benefit rates provided to make sure they are applicable to your Agency.						Pension Rate
						7.00%
						FICA Rate
						6.20%
						Medicare Rate
						1.45%
						Total Fringe
						\$ 1,243.24
						Total Wages
						\$ 9,729.52

Estimated Food Per Diem (Travel Days only)

For estimate purpose, please use the rates from the Federal GSA Portal. Travel days will be paid at 75% as stipulated by federal regulations. http://www.gsa.gov/portal/content/101518		Number of Officers	Number of Days (Combine To and From)	Federal Per Diem Food Rate	Total Cost
Final reimbursement will be based on actual food receipts		2	4	\$ 51.75	\$ 414.00

Estimated Transportation Cost (Travel Days only)

Airfare: Cost should include any needed checked luggage and transportation on travel days. For submission, please attach one airfare quote		Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
Reimbursement will be based on airfare invoice and transportation receipts (e.g. taxi, train, uber etc.)				\$ -	\$ -
Private auto reimbursement: For estimate submission, please include a Google Map/Mapquest showing distance estimate either to or from Cleveland or airport. Rates should be based on the federal GSA portal: http://www.gsa.gov/portal/category/104715		Number of Vehicles	Total Miles (Combine to and From)	Mileage Rate	Total Cost
		1	1184	\$ 0.19	\$ 224.96
Bus: For submission, assisting agency should include three quotes. Assisting agency should pick the lowest and best quote			Number of Buses	Price Quote (Per Round Trip)	Total Cost
Reimbursement will be based on final invoices.				\$ -	\$ -

Estimated Additional Requested Costs (Not Listed Above)

Additional Expenses: Please provide a description and an estimated cost for any additional anticipated expenses not listed specifically on this form where reimbursement will be requested. Please be aware of any applicable federal per diem rates related to your request.		Description of Additional Cost	Amount of Estimated Cost
		Travel Lodging	\$ 580.00
Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. Example: If your trip to and from Cleveland will require overnight lodging, please provide the number of officers who will require this accommodation and a quote/invoice for the total cost of the lodging.			\$ -
			\$ -

Estimated Salary and Travel to and from Cleveland, Ohio

Salary	\$ 9,729.52
Per Diem	414.00
Transportation	224.96
Additional Expenses	580.00
Total Est. Cost	\$ 10,948.48



City of Cleveland

Frank G. Jackson, Mayor

VENDOR ENTRY FORM

☐ Add Vendor

☐ Change Vendor Info

☐ Delete Vendor

Business Name:											
1099 INFORMATION											
Incorporated?	☐ YES ☐ NO	Federal Tax ID:			-						
If "NO" Check One:		☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ OTHER:									
If "NO" Enter your Social Security Number:					-			-			
IRS Reporting Name*:											
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>											
Address:											
City:					State:			Zip:			
Phone:	()	Ext.			Fax:	()					
Website Address:											
Email Address:											
ORDERING ADDRESS INFORMATION											
Check each that applies*:											
Address:											
City:					State:			Zip:			
Phone:	()	Ext.			Fax:	()					
Contact:					Title:						
Email Address:											

**Please attach additional pages if you have more than one ordering/other location.*

REMITTING ADDRESS INFORMATION

Address:				
City:		State:		Zip:
Phone:	()	Ext.	Fax:	()
Contact:				
Payment Name*:				
<i>*If payment name is different from business name, please attach a detailed explanation.</i>				

BANK INFORMATION

IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION

Bank Name:		Account #:	
Bank Contact:		ABA/Routing #:	
Phone:	()		

Other questions or issues concerning this form may be addressed to:

TO BE COMPLETED BY THE CITY OF CLEVELAND PLEASE DO NOT WRITE IN THIS SECTION

Business Classification:	Female Business Enterprise ☐ YES ☐ NO	Minority Business Enterprise ☐ YES ☐ NO
City of Cleveland Certification Number:		
FOB Point:		Payment Terms:
Discount Payment Terms:		Order Minimum:
Are Price Breaks Available?		Line Minimum:
Standard Lead Time:		
Standard Shipping Method:		
Price Catalogue on disk/CD:		

Approved by Commissioner of Accounts

Date



CLEVELAND DIVISION OF POLICE

2016 Republican National Convention Security Team

Personnel and Equipment Form



This form is intended to provide the Cleveland Division of Police 2016 RNC Security Team with the assets that your agency will provide for the full duration of the RNC. Please provide as much detail as possible and only include information pertaining to the personnel and equipment that will be provided. If you have any questions or concerns feel free to contact Captain Johnny Johnson at (216) 623-6263 or cpd-rnc2016@city.cleveland.oh.us.

Flower Mound Police Department

RNC Liaison Contact Information			
Name:	Steven Strickland	Rank:	Sergeant
Office #	972-539-0525	Cell #:	972-998-0505
Email:	steven.strickland@flower-mound.com		
Operational Contact Information (if different than above)			
Name:	Same	Rank:	Same
Office #:	Same	Cell #:	Same
Email:	Same		

Personnel Information							
Overall Amount:	2	Male:	2	Female:	Amount.		
Command Officers:	Amount	Supervisors:	1	Officers/Deputies:	1		
Other Personnel:	Click here to specify		Amount.				
Training/Skills/Equipment							
Bicycle:	2	Will every officer be equipped with a bicycle?			Yes		
		Will every officer be equipped with the following gear?					
		Helmet:	Yes	Hydration Pack:	Yes	Turtle Suit:	Yes
		Has every officer received a certificate for Basic Operators training?				Yes	
		Has every officer received a certificate for Public Disorder training?				Yes	
Bomb Tech:	Amount	Will every officer be fully equipped?			Choose		
		Can your agency provide equipment?			Choose		
		Click here to list equipment.					
Canine:	Amount	Click here to list the Canine specialty(s).					
		Click here to list equipment.					
Device Extraction:	Amount	Can your agency provide equipment?			Choose		
		Click here to list equipment.					
Field Force:	Amount	Is every officer FEMA certified for Field Force Operations?			Choose		
		If not, did officers receive an equivalent Field Force Operations Training?			Choose		
		If equivalent Field Force Operations training was received, will the following be provided:					
		Instructor Certification:	Choose	Course Curriculum and Manual:	Choose		
		Will every officer be equipped with the following gear?					
		Baton:	Choose	Carry Bag:	Choose	Helmet:	Choose



CLEVELAND DIVISION OF POLICE

2016 Republican National Convention Security Team

Personnel and Equipment Form



		Mask:	Choose	Mask Filter:	Choose	Turtle Suit:	Choose
Intelligence:	Amount	Is every officer experienced in conducting undercover surveillance?					Choose
		Can your agency provide equipment?					Choose
		Click here to list equipment.					
Motorcycle:	Amount	Has any officer received any training pertaining to Dignitary/VIP escorting?					Choose
		How many officers received the training:					Amount
		If training was received, will the following be provided:					
		Instructor Certification:	Choose	Course Curriculum and Manual:		Choose	
		How many officers have experience escorting a Dignitary/VIP?					Amount
Mounted:	Amount	Can your department provide equipment?					Choose
		Click here to list equipment.					
Logistics/Posts:	Amount	These officers will only be assigned to logistical tasks and/or traffic/security posts.					
SWAT/Tactical:	Amount	Click here to list equipment.					

Additional Comments (please indicate any other assets that your department can provide)	
N/A	



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: June 20, 2016

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2016, in the principal amount not to exceed \$13,950,000.

BACKGROUND INFORMATION: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2016, (Certificates) in the principal amount not to exceed \$13,950,000, to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 31 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 15-16 Five-Year Capital Improvement Program as listed on Attachment 1 with the sale being conducted on the proposed date of August 16, 2016. In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on August 4, 2016. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and Assistant Town Manager/CFO the authority to approve all necessary documents and finalize the sale. Please see Attachment 2 for a schedule of the events.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$13,950,000

Proposed Expenditure:	Account Number(s):
\$13,950,000	Ad valorem taxes will fund the general capital projects, while the utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution Dean Roggia, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed resolution as to form.

ATTACHMENTS:

1. Proposed Projects
2. Preliminary Schedule of Events – Series 2016
3. Proposed Resolution

RECOMMENDATION: Move to approve a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2016, in the principal amount not to exceed \$13,950,000.

Attachment 1

Certificates of Obligation, Series 2016**General Capital Projects****Street Projects:**

ADA Transition Plan & Implementation	\$	150,000	
FM 1171 at FM 2499 Eastbound Right Turn Lane		100,000	
FM 2499 Roadway, Traffic Signal, and Drainage		1,200,000	
Roadway Amenities		15,000	
Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)		700,000	
			<u>\$ 2,165,000</u>

Signal Projects:

Traffic Detection Rehabilitation			<u>\$ 125,000</u>
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Park Project

Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization			<u>\$ 2,050,000</u>
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Total General \$ 4,340,000

Utility Capital Projects**Water**

Branchwood Water Line (Russwood Dr to FM407)	\$	50,000	
Canyon Falls 20-Inch Water Line		1,050,000	
FM 2499 12-Inch Water Line Phase III		345,000	
Long Prairie 12-Inch Water Line		500,000	
Oak Drive Water Main Replacement		1,600,000	
Pintail Pump Station Capacity Improvements		300,000	
Shady Point Acres Water Line Replacement		300,000	
Stonehill Pump Station 10MG Ground Storage Tank Modification		50,000	
Water System Leak Detection & Repair		50,000	
			<u>\$ 4,245,000</u>

Wastewater

Inflow-Infiltration/Evaluation and Repair	\$	250,000	
Lift Station Improvements and Decommissioning		325,000	
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)		4,600,000	
			<u>\$ 5,175,000</u>

Total Utility \$ 9,420,000

Estimated financing costs

\$ 190,000

Grand Total of Debt Issuance

\$ 13,950,000

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2016

Proposed Schedule of Events (Page 1 of 2)

June 2016						
S	M	T	W	T	F	S
			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		

July 2016						
S	M	T	W	T	F	S
					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

August 2016						
S	M	T	W	T	F	S
	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			

Proposed Date	Action
June 20, 2016	Town Council considers Resolution Expressing Intent to Issue Certificates of Obligation (6:00 PM Regular Meeting)
June 30, 2016	Initial publication of Notice of Intent to Issue CO's (at least 31 days prior to sale).
July 7, 2016	Second publication of Notice of Intent to Issue CO's.
July 14, 2016	Hilltop sends "Request for Information" for completion of Preliminary Official Statement ("POS").
July 26, 2016	Town returns information necessary for preparation of POS to Hilltop.
July 28, 2016	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to rating agencies.
August 2, 2016	Comments on initial draft of POS due to Hilltop.
August 3, 2016	Conference Call with Standard & Poor's and Fitch (exact date and time TBD).
August 4, 2016	Hilltop sends second draft of POS to parties for review and comment.
	Town Council considers Ordinance Authorizing Issuance of Certificates subject to parameters (6:00 PM Regular Meeting).

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2016

Proposed Schedule of Events (Page 2 of 2)

August 2016							September 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

Proposed Date	Action
August 9, 2016	Comments on second draft of POS due to Hilltop.
August 10, 2016	Hilltop submits POS for electronic distribution via internet.
August 11, 2016	Receive ratings from S&P and Fitch.
August 16, 2016	Pricing. Underwriters offer Certificates. Purchase Agreement and Pricing Certificate executed.
August 17, 2016	Hilltop sends out Initial draft Final Official Statement for comment.
August 19, 2016	Bond Counsel submits transcript to Attorney General. Comments due on Final Official Statement.
August 22, 2016	Final Official Statement posted to internet and sent to printer.
August 24, 2016	Written Final Official Statement received by all parties.
September 8, 2016	Hilltop to notify all parties of closing and delivery instructions.
September 14, 2016	Closing and Delivery.

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. ____****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping municipal park facilities (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed THIRTEEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$13,950,000) for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping municipal park facilities (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3

This resolution shall take effect on the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 20th DAY OF JUNE, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM:

Bryn Meredith, TOWN ATTORNEY

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE TOWN OF
FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on the 4th day of August, 2016, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed THIRTEEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$13,950,000) for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping municipal park facilities (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,
TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 23

CONSENT ITEM

DATE: June 20, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider a resolution of the Flower Mound Town Council affirming its support for the LISD in seeking fair and appropriate methods for educating local students.

BACKGROUND INFORMATION: LISD discovered discrepancies when it received results of the December 2015 STAAR end-of-course exams in English I and II – two of the five EOC exams that student have to pass in order to graduate high school.

Numerous students were found to have been scored with zeroes in the short-answer portion of the test, even though they had high scores on essay questions. When 160 exams were sent back for re-scoring at the district's expense, 20 percent of them came back with improved grades.

The school board approved up to \$48,250 to pay for rescoring of more exams, but the district contends that because the scores were not reliable, that the state or ETS, the scoring contractor, should pay for the rescoring. A letter from the TEA to the district in April denied relief for the district.

"The testing regime and the failure to effectively fund our public schools both continue to damage communities", said Lewisville Councilman TJ Gilmore. "Unless we stand up and support schools as a city, the Legislature may continue to think this is just a schools problem. It's not. It's a community problem." Southwell, S (2016, May 3), [City Council passes resolution defending and supporting Lewisville ISD's STAAR fight](#), *The Lewisville Texan Journal*

"The part that frustrates me is if just one test is mis-scored, that puts into question the entire system," said Board President Trisha Sheffield. "And from the customer service perspective, I can't understand why ETS would be charging anyone to do this. It's ridiculous." Roark, C (2016, April 18), [LISD to spend up to \\$48,250 after testing error by state vendor](#), *TheLeader*

The Resolution is for the Town Council to consider supporting LISD in its efforts to promote fairness and consistency in the state testing system and to seek restitution for the expenses incurred attempting to correct grading errors made on the state standardized tests. A similar resolution was passed by the City of Lewisville on 5/2/16.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft resolution

RECOMMENDATION: Move to approve a resolution of the Flower Mound Town Council affirming its support for the LISD in seeking fair and appropriate methods for educating local students.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. -16

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, AFFIRMING ITS SUPPORT FOR THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT IN SEEKING FAIR AND APPROPRIATE METHODS FOR EDUCATING LOCAL STUDENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

WHEREAS, for more than a century, Flower Mound public schools have been providing a quality education for local students; and,

WHEREAS, the Town of Flower Mound tremendously values its strong relationship with the Lewisville Independent School District as a partner in building high quality of life and a thriving and prosperous community; and,

WHEREAS, it has recently come to the Town's attention that Lewisville ISD - at its own expense, costing the taxpayers of Lewisville ISD - has uncovered serious grading errors in a significant sample of state standardized tests administered to local students during the 2015-16 academic year; and,

WHEREAS, these standardized test scores are the primary means of state-assigned "grades" for public school campuses, and a pattern of errors in grading raises doubts about the validity of any campus designations that are based on those test scores; and,

WHEREAS, final accountability for local public schools should rest with local school boards and the local taxpayers who elect them.

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

SECTION 1

The Town of Flower Mound declares its unwavering support for the educational efforts of the Lewisville Independent School District and proudly affirms its valued partnership with Lewisville ISD in building a better community.

SECTION 2

The Town of Flower Mound expresses its sincere concern raised by the grading errors recently uncovered by the Lewisville Independent School District, and the resulting doubts it creates as to the lack of validity for any individual campus assessments that might be assigned based on those tests.

SECTION 3

The Town of Flower Mound supports the Lewisville Independent School District in its efforts to promote fairness and consistency in the state testing system and to seek restitution for the expenses it incurred attempting to correct grading errors made on the state standardized tests.

SECTION 4

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 20TH DAY OF JUNE, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 24 REGULAR ITEM

DATE: June 20, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Record Plat (RC16-0005 – Longhorn Addition) to create a residential subdivision, with an exception to allow residential access from a rural collector pursuant to Section 82-134 of the Code of Ordinances. The property is generally located east of Scenic Drive and south of Kensington Court. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 13, 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 Record Plat (RC16-0005 – Longhorn Addition) to create a residential subdivision, with an exception to allow residential access from a rural collector pursuant to Section 82-134 of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: June 13, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Record Plat (RC16-0005 – Longhorn Addition) to create a residential subdivision, with an exception to allow residential access from a rural collector pursuant to Section 82-134 of the Code of Ordinances. The property is generally located east of Scenic Drive and south of Kensington Court.

I. ITEM SUMMARY

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

Due to the exception request, this application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to create three residential lots for future development. The site is undeveloped and contains approximately 19.06 acres. The plat creates two, two-acre lots and a larger lot with 15.06 acres. The property is located within the Cross Timbers Conservation Development District and currently zoned for Agricultural uses. The newly created lots comply with the land use and zoning district regulations. The plat depicts necessary setbacks and easements.

A. Exception to Access Management Policy and Criteria

The applicant is requesting an exception in order to allow one access to serve all three proposed lots through a mutual access easement from Scenic Drive. Per Section 82-134 of the Town's Code of Ordinances: "Driveway cuts or entrances to a residential lot with four or fewer dwelling units or less than one acre are not permitted on arterial or collector streets. All ingress and egress to such residential lots are required to be from an alley or local street."

A note on the plat clarifies that no other driveways shall be allowed on Scenic Drive. If the 15.06 acre lot is subdivided in the future, the mutual access easement shall be required to meet the Town's street design standards including the required right-of-way dedication.

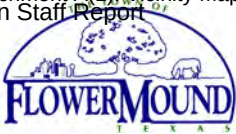
III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

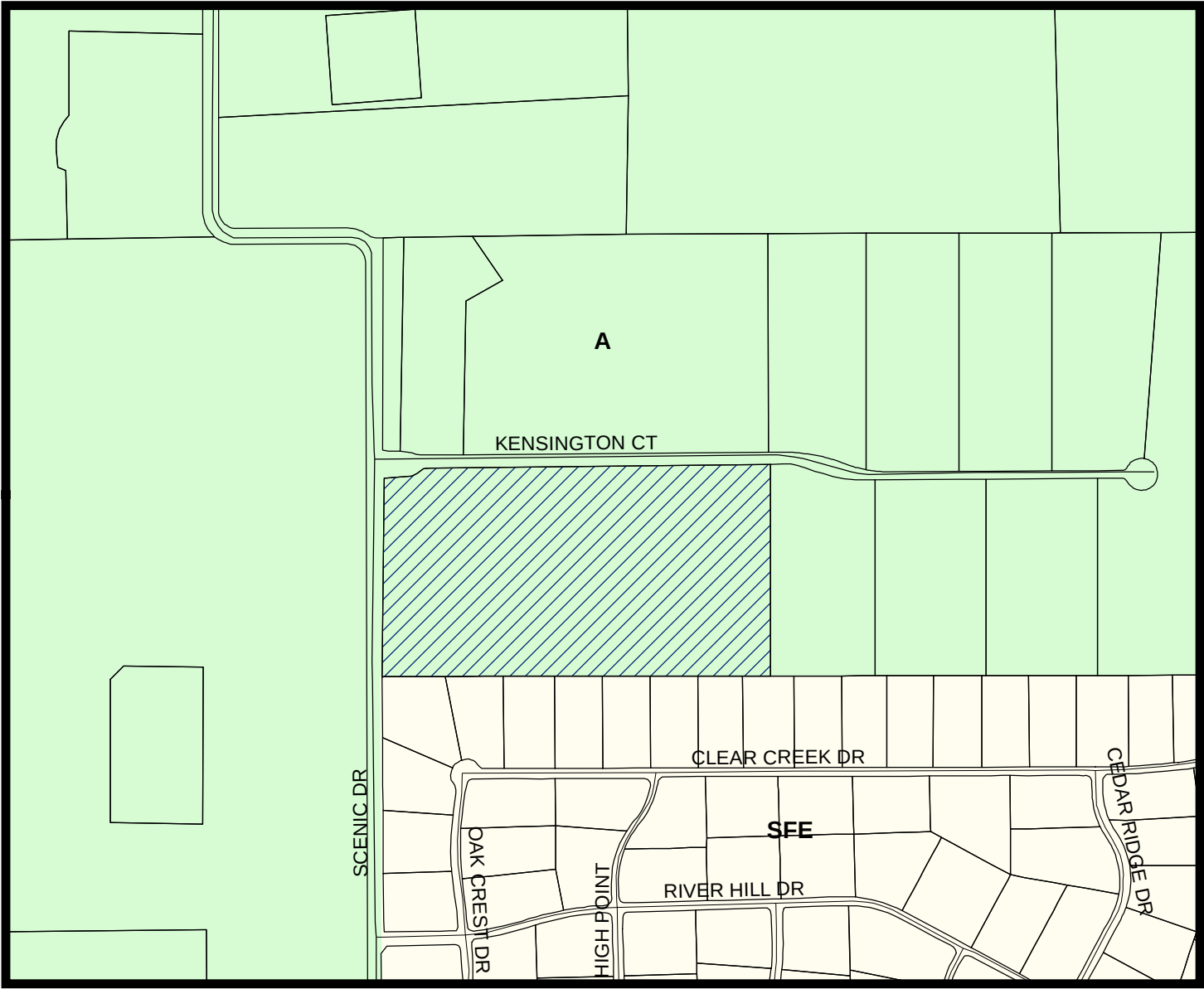
B. Application Details

1. Record Plat Package



Vicinity Map

Reference Project: RC16-0005

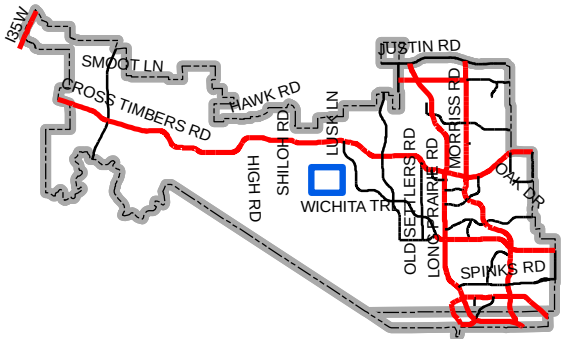
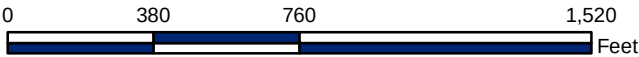


LEGEND

 Agriculture	 Single Family Estate
--	--

 Subject Property

200 ft Notification Buffer around Property



Map Location



EAGLE SURVEYING, LLC

210 S. ELM STREET, SUITE 104, DENTON, TX 76201 | (940) 222-3009 | JOHN@EAGLESURVEYING.COM

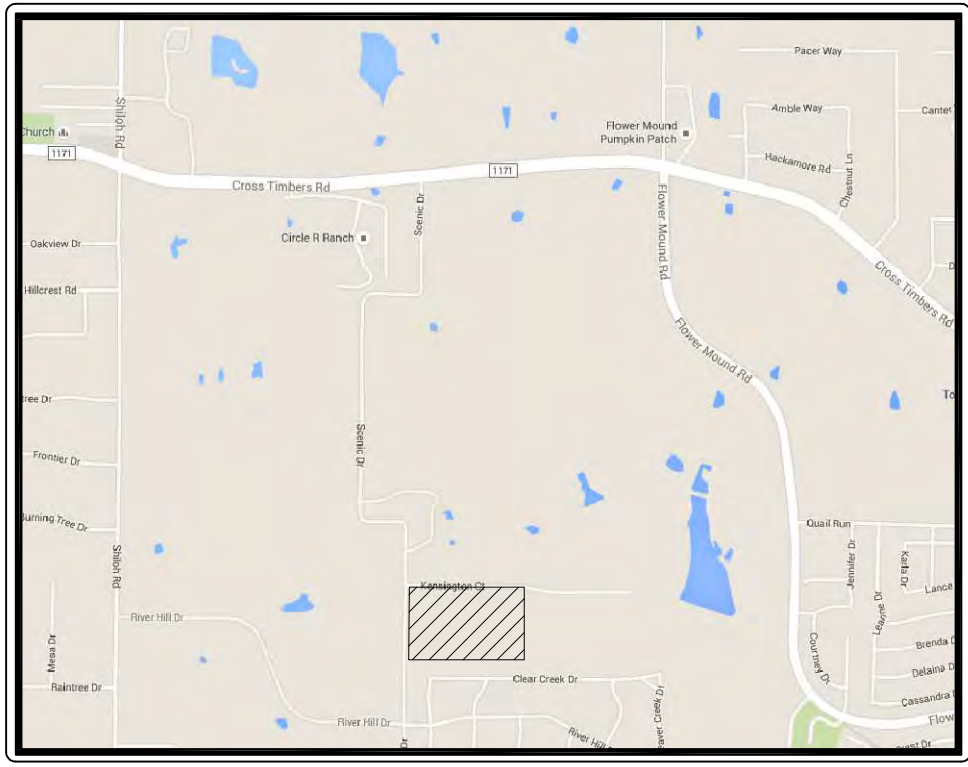
March 16, 2016

To all parties directly involved with the premises:

I, Jon Wilson, Officer of Freedom Center DFW, intend to Plat my property into three lots, being two residential lots and one agricultural lot. It is currently an unplatted tract of land as recorded in Clerk's Instrument No. 2015-89629 of the Real Property Records of Denton County, Texas. I intend to abide by all rules and regulations within the Town of Flower Mound's Planning & Development requirements. Please note, Scenic Drive is a rural collector street and an exception is being made to allow the subdivision access to the property and the only access will be from the mutual access easement created from this plat. All questions and comments regarding this project, please consult with John Cox – Project Manager of Eagle Surveying, LLC.

Sincerely,

Jon Wilson
Officer of Freedom Center DFW
(972) 313-7133



LOCATION MAP
(NOT TO SCALE)

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, FREEDOM CENTER DFW, ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, IS THE SOLE OWNER OF A TRACT OF LAND LOCATED IN THE E. WAKEFIELD SURVEY, ABSTRACT NUMBER 1434, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE DEED RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 2015-89629 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF A TRACT OF LAND DESCRIBED BY DEED TO MARK RUSSELL AND BRIDGET RUSSELL AND RECORDED AS INSTRUMENT NUMBER 99-0004138 REAL PROPERTY RECORDS, DENTON COUNTY BEING PART OF THE E. WAKEFIELD SURVEY, ABSTRACT NUMBER 1434, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS.

COMMENCING AT INTERSECTION OF THE EAST RIGHT OF WAY OF SCENIC DRIVE AND THE SOUTH RIGHT OF WAY OF KENSINGTON COURT, BEING THE MOST WESTERLY SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED BY DEED TO KENSINGTON PARK HOMEOWNERS ASSOCIATION AND RECORDED AS DEED NUMBER 99-0004163, MARKED BY A 1/2" IRON ROD STAMPED ARTHUR SURVEYING COMPANY AND THE POINT OF BEGINNING;

THENCE N 45°12'45" E ALONG SAID RIGHT OF WAY 42.71' TO A FOUND X CUT IN THE CONCRETE;

THENCE N 89°51'02" E ALONG SAID RIGHT OF WAY 65.22' TO A POINT FROM WHICH A 1/2" IRON ROD BEARS S48°59'29"E 0.36';

THENCE N 43°05'06" E ALONG SAID RIGHT OF WAY 33.38' TO A 1/2" IRON ROD FOUND;

THENCE N 89°24'37" E ALONG SAID RIGHT OF WAY 1103.98' TO THE NORTHWEST CORNER OF LOT 10, BLOCK A, OF KENSINGTON PARK ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY TEXAS, RECORDED IN CABINET M, PAGE 183 OF THE PLAT RECORDS OF DENTON COUNTY, AND MARKED BY A 1/2" IRON ROD FOUND;

THENCE S 00°20'03" E ALONG THE WEST LINE OF SAID LOT 10 682.11' TO THE SOUTHWEST CORNER THEREOF AND MARKED BY A 1/2" IRON ROD FOUND MARKED ARTHUR SURVEYING COMPANY, SAID POINT ALSO BEING ON THE NORTH LINE OF RIVER OAKS ESTATES PLAT AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, AND RECORDED IN CABINET M, PAGE 185, OF THE PLAT RECORDS OF DENTON COUNTY;

THENCE S 89°41'15" W ALONG THE NORTH LINE OF SAID PLAT 1232.83' TO THE EAST RIGHT OF WAY OF SCENIC DRIVE AND MARKED BY A 1/2" IRON ROD STAMPED #4276;

THENCE N 00°36'17" E ALONG SAID RIGHT OF WAY 622.86' TO THE POINT OF BEGINNING AND THERE TERMINATING.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, FREEDOM CENTER DFW, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATED HEREIN AS LONGHORN ADDITION, ARE HEREBY DEDICATED IN FEE SIMPLE TO THE TOWN OF FLOWER MOUND FOR MUNICIPAL PURPOSES. THE UTILITY AND FIRE LANE EASEMENTS (STREET, ALLEYS, AND COMMON AREAS) SHALL BE OPEN TO THE PUBLIC, FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. NO BUILDINGS, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE UTILITY EASEMENTS AS SHOWN, SAID UTILITY EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE SAME.

ALL AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OF EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE UTILITY EASEMENTS AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS-EGRESS TO AND FROM AND UPON THE SAID UTILITY EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITH OUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSES OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.

FREEDOM CENTER DFW _____ DATE _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED FREEDOM CENTER DFW, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
_____, COUNTY

MY COMMISSION EXPIRES ON _____

APPROVED

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

CLAUDIO FOREST, CHAIRMAN OF PLANNING
AND ZONING COMMISSION

DOUG POWELL, EXECUTIVE DIRECTOR OF
OF DEVELOPMENT SERVICES

_____, 2016

SIGNED AND SEALED

TOWN OF FLOWER MOUND

THERESA SCOTT, TOWN SECRETARY
TOWN OF FLOWER MOUND

N.A. THOMPSON SURVEY,
ABSTRACT # 1307
DENTON COUNTY, TEXAS

N.A. THOMPSON SURVEY,
ABSTRACT # 1307
DENTON COUNTY, TEXAS

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, ERNEST WOORSTER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "EAGLE SURVEYING" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS.

ERNEST WOORSTER R.P.L.S. # 6509 _____ DATE _____

STATE OF TEXAS:
COUNTY OF DENTON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERNEST WOORSTER, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

GENERAL NOTES

1. ALL PROPERTY CORNERS SET BY THE SURVEYOR ARE 1/2" IRON RODS WITH GREEN CAPS STAMPED "EAGLE SURVEYING"

2. FLOOD STATEMENT: THIS PROPERTY IS LOCATED IN "NON-SHADED ZONE X" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED APRIL 18, 2011 AND IS LOCATED IN COMMUNITY NUMBER 480777 AS SHOWN ON MAP NUMBER 48121C0540G. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE, NO VERTICAL DATUM WAS COLLECTED AT THE TIME OF THE SURVEY. FOR THE EXACT FLOOD ZONE DESIGNATION, PLEASE CONTACT 1-(877) FEMA MAP.

3. THE PURPOSE OF THIS PLAT IS TO CREATE THREE LOTS FROM A PREVIOUSLY UNPLATTED TRACT OF LAND.

4. THE SUBJECT PROPERTY IS ZONED "AGRICULTURAL DISTRICT" PER THE TOWN OF FLOWER MOUND ONLINE ZONING MAP.

5. THE BEARINGS SHOWN ON THIS SURVEY WERE DERIVED FROM WESTERN DATA SYSTEMS RTK NETWORK AND ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202) AND ARE BASED ON THE AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

6. LOTS ON THIS SUBDIVISION WILL BE RESTRICTED TO USE THE MUTUAL ACCESS EASEMENT FROM SCENIC DRIVE AND NO OTHER DRIVEWAYS ALONG SCENIC DRIVE WILL BE ALLOWED.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°12'45" E	42.71'
L2	N 89°51'02" E	65.22'
L3	N 43°05'06" E	33.38'
L4	N 90°00'00" E	20.52'
L5	S 00°00'00" E	15.97'
L6	N 00°00'00" W	47.76'
L7	N 89°24'37" E	20.00'
L8	S 00°00'00" E	47.96'
L9	S 00°00'00" E	43.58'
L10	N 89°41'15" W	20.00'
L11	N 00°00'00" W	43.69'
L12	S 00°00'00" E	15.97'
L13	N 90°00'00" W	21.07'
L14	N 00°36'17" E	51.94'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.13'	16.00'	90°00'00"	N 45°00'00" E	22.83'
C2	56.55'	36.00'	90°00'00"	S 45°00'00" W	50.91'
C3	31.42'	20.00'	90°00'00"	S 45°00'00" W	28.28'
C4	31.42'	20.00'	90°00'00"	N 45°00'00" W	28.28'

SURVEYOR:
EAGLE SURVEYING, LLC,
210 S. ELM STREET, STE. 104
DENTON, TEXAS 76201
PHONE: (940) 222-3009

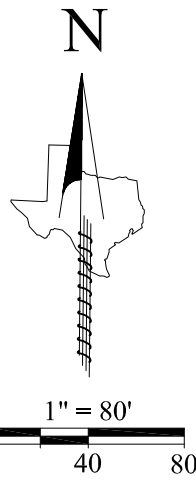
OWNER:
FREEDOM CENTER DFW
2000 FORUM PARKWAY
BEDFORD, TX 76024
PHONE: (972) 313-7133

LOT ANALYSIS

LOT	SQUARE FEET	ACREAGE
1	87,091	2.00
2	656,335	15.07
3	87,088	2.00

LEGEND

- ⊙ WATER METER
- IRRIGATION CONTROL VALVE
- ✚ WATER VALVE
- ⬆ FIRE HYDRANT
- S.U.&D. STREET, UTILITY & DRAINAGE
- D.A.U. DRAINAGE & UTILITY
- CM CONTROLLING MONUMENT
- POB POINT OF BEGINNING
- IRF IRON ROD FOUND
- CAP/IRF CAPPED IRON ROD FOUND
- CAP/RS CAPPED IRON ROD SET
- () PLAT OR DEED CALL
- METAL PIPE FENCE
- WIRE FENCE
- SURVEY ABSTRACT
- CONCRETE



RECORD PLAT
LONGHORN ADDITION

A RECORD PLAT OF LOTS 1-3, BLOCK A,
LONGHORN ADDITION, BEING 19.06 ACRES OF
LAND LOCATED IN THE E. WAKEFIELD SURVEY,
ABSTRACT NO. 1434, AN ADDITION IN THE TOWN
OF FLOWER MOUND, DENTON COUNTY, TEXAS



210 S. ELM STREET, SUITE 104
DENTON, TX 76205

(940) 382-3446

TX FIRM REGISTRATION # 10194177

JOB NUMBER: 16-05

DRAWN BY: JDC

DATE: 5-31-2016

R.P.L.S.

ERNEST WOORSTER

Town Council Future Agenda Items



SCHEDULED	7/18/2016	Consent	Consider approval of the second reading of an ordinance granting a non-exclusive electric franchise to Oncor Electric Delivery Company LLC; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Denton Creek Boulevard Bridge - Hydraulic Study PSA
		Consent	Consider approval of Change Order No. 3, for the Sagebrush Drive Improvements project, amending the contract with CD Builders, Inc., for an increase to the contract in the amount of \$XXXXXX; 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 June 20, 2016.
		Consent	Material Testing Services Selection.
		Consent	FM 2499 12-Inch Water Line Phase III Construction Award.
		Consent	Professional Engineering Services Selection.
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2016 and ending September 30, 2017, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Charter Review Commission Final Report
		Regular	Public Hearing to reconsider a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. (This item was denied by the Town Council at its April 4, 2016, meeting.)
		Regular	Public Hearing to reconsider a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. (This item was denied by the Town Council at its April 4, 2016, meeting.)

SCHEDULED	7/22/2016	Strategic Planning	Friday, July 22, 2016 Strategic Planning Session (4pm start) with the overflow option of Sat, July 23, 2016 (9am start). Location TBD.
	8/4/2016	Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2016 Action Plan for Housing and Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Construction.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on July 18, 2016.
		Consent	Consider approval of the minutes from a work session of the Town Council held on July 21, 2016.
		Consent	Consider approval of an ordinance establishing the 2016 certified appraisal roll.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2016, and ending September 30, 2017.
		Consent	Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and scheduling August 15, 2016, public hearings on the budget and tax rate, September 6, 2016, public hearing on the tax rate, and scheduling the September 19, 2016, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 15, 2016, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 15, 2016, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

SCHEDULED	8/4/2016	Consent	Individual Park Improvements (Glenwick Park Bridge) Construction Award.
		Consent	Wastewater Treatment Plant Rehabilitation Phase IV - Solids Facility Improvements - Construction
		Consent	FM 2499 12-Inch Water Line Phase III Testing Award.
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2016, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
	8/11/2016	Work Session	Hold a discussion and provide direction regarding the FY 2016-2017 Proposed Budget, including Community Support funding.
	8/15/2016	Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		Regular	Placeholder - Call Special Election for November (Charter Amendments) as applicable.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
	9/6/2016	Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	9/19/2016	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Regular	Consider approval of an ordinance 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.____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016.

SCHEDULED	9/19/2016	Regular	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.
		Regular	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.
		Regular	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.
	10/3/2016	Consent	2015 Street Reconstruction Construction Award.
		Consent	FM 1171 at FM 2499 Westbound Right Turn Lane Design Award.
	10/17/2016	Consent	2015 Street Reconstruction Testing Award.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Regular	Public Hearing to reconsider an application for a tree removal permit for two (2) specimen trees on property proposed for development at Parkside at Woodlake, Ph. 2. The property is generally located south of Rembert Drive and west of Long Prairie Road. (The Environmental Conservation Commission recommended denial by a vote of 4-2-0 at its March 1, 2016, meeting). (This item was denied by the Town Council at its April 4, 2016, meeting.)
		Regular	PLACEHOLDER Consider approval of Exotic Animal Ordinance
		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.)