

AGENDA

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

1/17/2017

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. 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.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on new town hall and library expansion.
4. Update on the Town Council Strategic Initiatives.
5. Update and discussion on senior housing.
6. Update and discussion on the Town's underground utilities ordinance.

G. 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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H. COORDINATION OF CALENDARS

1. The next Town Council meeting is a work session scheduled for Thursday, January 19, 2017.

I. 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 12/19-** Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on December 19, 2016.
2. **Resolution for local and state parks-** Consider a resolution of the Town of Flower Mound Town Council requesting the members of the 85th Legislative Session of the State of Texas to support legislation that provides a fair and equitable distribution of the sporting goods sales tax revenue for local and state parks.
3. **Denton Co. Interlocal - Fire-** Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
4. **Denton Co. Interlocal - Ambulance-** Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
5. **Purchase eCitation writers-** Consider approval of the purchase of The Brazos Technology eCitation/Accident Reporting Data Capture System by the Flower Mound Police.
6. **High Road Water Line Design Award-** Consider approval of a Professional Services Agreement for design phase services for the High Road Water Line Replacement Phase 1 project, with Kimley-Horn and Associates, Inc., for \$296,000; and authorization for the Mayor to execute same on behalf of the Town.
7. **Upper Timber Creek Design Award-** Consider approval of a Professional Services Agreement for design phase services for the Upper Timber Creek Interceptor Phase IV project, with Kimley-Horn and Associates, Inc., for \$230,000.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **Timber Creek Road Final Acceptance-** Consider approval of Change Order No. 2 and final acceptance of the Timber Creek Road Paving Improvements project, amending the contract with XIT Paving and Construction, Inc., for a decrease to the contract in the amount of \$13,465.50, and authorizing final payment to XIT Paving and Construction, Inc., in the amount of \$29,987.96; and authorization for the Mayor to execute same on behalf of the Town.

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9. **Police Department renovations-** Consider approval to purchase materials and installation for the renovation of the Police Department's Jail and Locker Room areas, for the Police and Courts Facility Upgrades project, from Tiffin Metal Products Co., a Buy Board participant; in the amount of \$124,216.00.
10. **2016-17 CIP Amendment 3-** Consider approval of Amendment No. 3 to the Fiscal Year 2016-2017 Capital Improvement Program.
11. **Promoter Line Amended Contract-** Consider approval of an amended Professional Services Contract with Promoter Line, Inc. to extend the terms of the contract and provide the necessary authority to increase the event budget, and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEMS

12. **Certificates of Obligation-** Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2017, in the principal amount not to exceed \$10,000,000.
13. **Hillside of Flower Mound Tree Removal-** Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Hillside of Flower Mound. The property is generally located south of Cross Timbers Road and west of Shiloh Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 3, 2017, meeting).
14. **Estancia Estates Tree Removal-** Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Estancia Estates. The property is generally located at the southeast corner of Dixon Lane and Chinn Chapel Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its January 3, 2017, meeting).
15. **Canyon Falls Tree Removal-** Public Hearing to consider an application for a tree removal permit for four (4) specimen trees on property proposed for development as Canyon Falls – Village 10B. The property is generally located north of Canyon Falls Drive and east of Prairie Ridge Road.. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 3, 2017, meeting).

K. 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 Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and the Transportation Commission.

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L. CLOSED MEETING

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

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

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.

M. 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.

N. 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: January 13, 2017, at 12:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: January 17, 2017

FROM: Theresa Scott, Town Secretary

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on December 19, 2016.

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 19TH DAY OF DECEMBER 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.

Meeting Video Link: <http://flowermoundtx.swagit.com/play/12192016-934> (subject to change)

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

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

With the following members absent:

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

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

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Mark Sherrill gave the invocation and Cub Scout Troop 1171 led the pledges.

D. PRESENTATIONS

1. Presentation of Lifesaving Award to Battalion Chief Kelley Cato, Captain John Wright, Engineer Steve Sunthimer, and Firefighters Travis Walker, Darren Miller, Matthew Frisinger, Dustin Brewer and Wade Cannon.

Assistant Fire Chief/EMS Glover presented the above referenced individuals with a lifesaving award for their help on a medical issue at a 5k fun run event in October.

FLOWER MOUND TOWN COUNCIL MEETING OF DECEMBER 19, 2016 BOOK 44 PAGE 324**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.	Billy and Talitha Vedet, 2500 Lakeside	Intro to The Market at Lakeside
2.	Andrew Berry, 1804 Richwood Dr, Austin, TX	New senior care facility
3.	Paul Stone, 709 Lake Bluff Dr	Holidays

F. ANNOUNCEMENTS

Several members of Council extended well wishes for a safe and happy holiday season.

Mayor Pro Tem Bryant announced that communities in North Texas will celebrate the 24th annual Dr. Martin Luther King, Jr. Day on January 16, 2017, at 6:30, at the Flower Mound High School auditorium.

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

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

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

- Forest Vista
- McKamy Creek at Flower Mound Road

2. Update and discussion on Economic Development projects.

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

- Mi dia (2499 and West Windsor) restaurant
- Condo Tower at Lakeside DFW
- Mio Nano restaurant opening
- Asian Fusion (Hana Hibachi and Sushi)
- Office bldg. under construction at Lakeside Parkway
- Milwaukee Joe's going to Lakeside DFW
- Sales tax revenue update

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

Mr. Stathatos gave an update on the new Town Hall and library expansion noting that the Library is on track for the first quarter of 2017 with the TIRZ Board, and Town Hall has the construction manager at risk item on tonight's agenda.

4. Update and discussion on the quality of cell service in certain parts of Flower Mound.

Mr. Stathatos gave an update on the cell service issue noting:

- Provider interest from AT & T and focus is on the Lakeside area
- American Tower Company has also had discussions with Lakeside DFW and

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expressed interest in putting an antenna on the condo tower

And he responded to questions from Council as follows:

- How does the market change in the event one provider comes in before another
- Is there a height issue relative to the antenna at the condo tower given the proximity to the airport
- When will Sagebrush be finished
- What would be needed relative to the needs assessment/community support for the senior housing project as brought up by Mr. Berry during public participation
- Update on the Community garden

H. FUTURE AGENDA ITEMS

There were no items brought up for future agenda consideration.

I. COORDINATION OF CALENDARS

Mayor Pro Tem Bryant announced that the next Town Council meeting is scheduled for Tuesday, January 17, 2017.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on December 5, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on December 5, 2016.

2. Consider approval of the minutes from a work session of the Town Council held on December 15, 2016.

RECOMMENDATION: Move to approve the minutes from a work session of the Town Council held on December 15, 2016.

3. Consider changing the name from the Parks, Arts, and Library Services Board (PALS) to the Parks Board and removing the arts and library functions (in coordination with the November 8, 2016, Special Election, Proposition No. 7, as approved by the voters).

RECOMMENDATION: Move to approve the name change from the "Parks, Arts, and Library Services Board (PALS)" to the "Parks Board" and remove the arts and library functions.

ORDINANCE NO. 66-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 2, ARTICLE III, "BOARDS, COMMITTEES, AND COMMISSIONS" IN ORDER TO CHANGE THE NAME OF THE "PARKS, ARTS, AND LIBRARY SERVICES (PALS) BOARD" TO THE "PARKS BOARD"; MODIFYING THE AUTHORITY OF SAID

BOARD; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

4. Consider approval of an ordinance amending Appendix A "Fee Schedule" to establish the fee for the usage of the Town Community Activity Center (CAC) by part-time town employees.

RECOMMENDATION: Move to approve an ordinance amending Appendix A "Fee Schedule" to establish the fee for the usage of the Town Community Activity Center (CAC) by part-time town employees.

ORDINANCE NO. 67-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO ESTABLISH THE FEE FOR THE USAGE OF THE TOWN COMMUNITY ACTIVITY CENTER BY PART-TIME TOWN EMPLOYEES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Consider approval of a contract with Stealth - HIIG in the amount of \$458,147 for reinsurance coverage for the Town's Group Health Plan.

RECOMMENDATION: Move to approve a contract with Stealth - HIIG in the amount of \$458,147 for reinsurance coverage for the Town's Group Health Plan.

6. Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.

RECOMMENDATION: Move to approve Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.

ORDINANCE NO. 68-16

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2017 Independence Fest.

RECOMMENDATION: Move to approve the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2017 Independence Fest.

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8. 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 amending 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, as adopted by Resolution No. 20-16.

RECOMMENDATION: The Town Council acting, as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District, moves to approve a resolution amending 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, as adopted by Resolution No. 20-16.

RESOLUTION NO. 26-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, AS ADOPTED BY RESOLUTION NO. 20-16; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

9. 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 amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2015, and ending on September 30, 2016, as adopted by Resolution No. 18-15.

RECOMMENDATION: The Town Council, acting as the Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, move to approve a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2015, and ending on September 30, 2016, as adopted by Resolution No. 18-15.

RESOLUTION NO. 27-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016, AS ADOPTED BY RESOLUTION NO. 18-15; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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10. Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, No. 04-16, No. 09-16, No. 13-16 and No. 29-16 for an adjustment to the General Fund, General Debt Service Fund, Utility Fund, Chapter 59 Seizure Fund, and the Vehicle and Equipment Replacement Fund.

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, No. 13-16 and No. 29-16 for an adjustment to the General Fund, General Debt Service Fund, Utility Fund, Chapter 59 Seizure Fund, and the Vehicle and Equipment Replacement Fund.

ORDINANCE NO. 69-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015, AND ENDING ON SEPTEMBER 30, 2016, AS ADOPTED BY ORDINANCE NO. 52-15 AND AMENDED BY ORDINANCE NO. 70-15, 04-16, 09-16, 13-16 and 29-16, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, GENERAL DEBT SERVICE FUND, UTILITY FUND, CHAPTER 59 SEIZURE FUND, HOMELAND SECURITY GRANT PROGRAM FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

11. Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 for adjustments to the General Fund, Utility Fund, Library Development Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund.

RECOMMENDATION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 for adjustments to the General Fund, Utility Fund, Library Development Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund.

ORDINANCE NO. 70-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AS ADOPTED BY ORDINANCE NO. 52-16, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, LIBRARY DEVELOPMENT FUND, IRS EQUITABLE SHARING FUND, CHAPTER 59 SEIZURE FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR

SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

12. Consider acceptance of a Texas Preservation Trust Fund grant from the Texas Historical Commission (THC) and execution of an agreement with the THC; and authorization for the Mayor to execute said agreement on behalf of the Town.

RECOMMENDATION: Move to approve Move to authorize the acceptance of grant funds, and execution of an agreement with the Texas Historical Commission for the Texas Preservation Trust Fund grant, and authorize the Mayor to execute said agreement on behalf of the Town.

13. Consider approval of a Construction Manager at Risk Agreement, for the construction of the Town Hall project, with Steele Freeman Inc.; and authorization for the Mayor to execute the same on behalf of the Town.

RECOMMENDATION: Move to approve a Construction Manager at Risk Agreement, for the construction of the Town Hall project, with Steele Freeman Inc.; and authorization for the Mayor to execute the same on behalf of the Town.

Item 14 was moved from consent to regular items.

15. Consider approval to purchase materials and installation for the Inflow & Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) project, from Fuquay, Inc., a Buy Board participant; in the amount of \$483,644.00.

RECOMMENDATION: Move to approve to purchase materials and installation for the Inflow & Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) project, from Fuquay, Inc., a Buy Board participant; in the amount of \$483,644.00.

16. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide contract construction administration phase services, associated with the Bruton Orand EST Rehabilitation project, in the amount of \$54,500.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide contract construction administration phase services, associated with the Bruton Orand EST Rehabilitation project, in the amount of \$54,500.00; and authorization for the Mayor to execute same on behalf of the Town.

17. Consider approval of the 2016 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

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RECOMMENDATION: Move to approve the 2016 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

18. Consider approval of the purchase of two (2) Toro Groundsmaster GM4300 TIV with service pack combo for the Park Services Department from Professional Turf Products, L.P., in the amount of \$102,450.68.

RECOMMENDATION: Move to approve the purchase of two (2) Toro Groundsmaster GM4300 TIV with service pack combo for the Park Services Department from Professional Turf Products, L.P., in the amount of \$102,450.68.

Deputy Mayor Pro Tem Bryan Webb moved to approve by consent Items 1-13; 15-18. Councilmember Jason Webb 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**

14. Consider approval of Change Order No. 1 for the construction of the Pintail Pump Station Capacity Improvements project, amending the contract with Felix Construction Company, Corp., to provide for additional contract days and an increase to the contract in the amount of \$47,212.37, increasing the total contract amount to \$1,056,592.37; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember McDaniel indicated he requested the item to be pulled from consent given the two comma rule; however, he also noted he did not require a formal presentation.

Deputy Mayor Pro Tem Bryan Webb moved to approve Change Order No. 1 for the construction of the Pintail Pump Station Capacity Improvements project, amending the contract with Felix Construction Company, Corp., to provide for additional contract days and an increase to the contract in the amount of \$47,212.37, increasing the total contract amount to \$1,056,592.37; and authorization for the Mayor to execute same on behalf of the Town. Councilmember McDaniel seconded the motion.

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

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19. Public Hearing to consider a request for a Development Plan (DP16-0003 - Bradford Park) to develop a residential subdivision, with an exception to Section 90-423, "Underground utilities," of the Code of Ordinances. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its December 12, 2016, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Overall location
- Detailed location
- Land use and zoning
- Photos of site
- Land swap exhibit
- Exception – overhead utilities
- Development plan

Mr. Powell responded to questions from Council as follows:

- Clarification regarding the additional poles that would be needed in the event the exception was not granted

Applicant Presentation

The applicant was present and available for any questions; however, there were no questions in which to respond to.

Mayor Pro Tem Bryant opened the Public Hearing at 6:37 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Kendra Stephenson, 2321 Roadrunner	Jim Engel, 5110 Bayberry	Paul Stone, 709 Lake Bluff Dr

Mayor Pro Tem Bryant closed the Public Hearing at 6:54 p.m.

There was Council discussion as follows:

- How the underground utilities ordinance is broken
- In reality every line should be buried in Town, but not to the point of punishing a particular property owner when there are miles of overhead lines throughout town
- In favor of fixing the ordinance and coming up with something such as having property owners pay a proportionate amount into a fund (similar to the park

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dedication fund) so that as that dedicated fund of money grows the Town can work with companies like CoServ and bury long segments of overhead lines in the future

- How the topic of overhead utilities is expected to be discussed at a work session in the spring of 2017
- The frequency of exemptions coming before Council
- How there is not a net gain with granting the exemption
- The legalities associated with a denial
- Does the developer have the right to move the poles into the right of way

Councilmember McDaniel moved to approve a request for a Development Plan (DP16-0003 - Bradford Park) to develop a residential subdivision, with an exception to Section 90-423, "Underground utilities," of the Code of Ordinances. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. Deputy Mayor Pro Tem Bryan Webb seconded the motion.

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

20. Public Hearing to consider a request for a Specific Use Permit No. 448 (SUP16-0013 - Enterprise Storage) to permit a mini-warehouse facility with an exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Enterprise Drive and north of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 12, 2016, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the site
- Landscape plan
- Conceptual site plan
- Elevations

Applicant Presentation

Dwight "Dee" Baron, Texas Land Planning and Management Services

Mr. Baron gave a presentation identifying or noting:

- Background information on the design of the building and why they chose the site
- Video demonstrating the building concept, including renderings
- Example of past project they completed (City of Keller)
- Features of the "state of the art" self-storage facility

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- Market demand summary
- Ad valorem tax summary
- Other positive factors related to having a self-storage facility
- Surrounding property owner outreach, including a discussion on sharing a detention pond
- Waivers and additional conditions for approval
- Changes made based on comments after the Planning and Zoning meeting

Mr. Baron responded to questions from Council as follows:

- What is the actual elevation, particularly as it relates to grade, and what is the height
- What are the hours of operation
- A request for reassurance that what was presented represents what actually gets built

Mayor Pro Tem Bryant opened the Public Hearing at 7:20 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Jim Engel, 5110 Bayberry	None.	None.

Mayor Pro Tem Bryant closed the Public Hearing at 7:21 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve a request for a Specific Use Permit No. 448 (SUP16-0013 - Enterprise Storage) to permit a mini-warehouse facility with an exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Enterprise Drive and north of Long Prairie Road. Councilmember Gelbman seconded the motion.

ORDINANCE NO. 72-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 448 (SUP-448) FOR A MINI-WAREHOUSE ON CERTAIN PROPERTY DESCRIBED AS 1.707 ACRES OF LAND AND BEING ALL OF LOT 1 OF THE SOUTHPOINT ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 61 (PD-61) WITH COMMERCIAL DISTRICT-2 (C-2) USES; GRANTING AN EXCEPTION TO THE ACCESS MANAGEMENT POLICY AND CRITERIA REGARDING DRIVEWAY SPACING REQUIREMENTS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR

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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**

Mayor Pro Tem Bryant opened items 21 and 22 at the same time at 7:26 p.m.

21. Consider a request for a Site Plan (SP16-0009 - River Walk Amphitheater) to develop an outdoor amusement and recreation building. The property is generally located south of Royal Crescent Drive North and east of River Walk Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 12, 2016, meeting.)

Staff Presentation

Mr. Powell gave a presentation for items 21 and 22 identifying or noting:

- General and detailed location
- Land use and zoning
- Original concept plan
- Photos of the site
- SUP Exhibit
- Site/landscape plan
- Elevations and renderings
- Feedback as it relates to public comments

Mr. Powell responded to questions from Council as follows:

- Will there be a noise factor for the hospital (based on correspondence Council received)
- Are there regulations regarding noise levels at outdoor events

There was Council discussion as follows:

- Appreciation for the work to date, including the water wall
- Excited to start seeing some of the amenities come on line that have been promised
- Comfort level as it relates to the noise factor given the amphitheater will be partially enclosed, and that the events will be ticketed
- Importance of having the sound quality match the aesthetics presented to insure a good experience for ticket holders

Applicant Presentation

Bobby Dollak, G & A Consulting, 111 Hillside Dr, Lewisville, TX

Mr. Dollak gave a presentation identifying or noting:

- Aerial rendering
- Site plan

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- Landscape plan
- West, East, North, and South Elevations
- Renderings
- Aerial video update for Riverwalk construction
- Hotel and conference center update
- Amphitheater enhancements
- Parking elements, including a parking garage
- Plat

Mr. Dollak responded to questions from Council as follows:

- Who will manage the amphitheater
- What type of acts are anticipated for the amphitheater

Deputy Mayor Pro Tem Bryan Webb moved to approve a Site Plan (SP16-0009 – River Walk Amphitheater) to develop an outdoor amusement and recreation building. Councilmember McDaniel seconded the motion.

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

22. Public Hearing to consider a request for a Specific Use Permit No. 445 (SUP16-0003 - River Walk Amphitheater and Splash Pad) to permit an outdoor amusement and recreation use, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Royal Crescent Drive North and east of River Walk Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 12, 2016, meeting.)

Mayor Pro Tem Bryant opened the Public Hearing for item 22 at 7:59 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Jim Engel, 5110 Bayberry St	None.	None.
Paul Stone, 709 Lake Bluff Dr		

Mayor Pro Tem Bryant closed the Public Hearing at 8:02 p.m.

Administrative Note: the motion for item 22 was made prior to item 21.

Deputy Mayor Pro Tem Bryan Webb moved to approve Specific Use Permit No. 445 (SUP16-0003 - River Walk Amphitheater and Splash Pad) to permit an outdoor amusement and recreation use, and adopt an ordinance providing for said amendment. Councilmember Jason Webb seconded the motion.

ORDINANCE NO. 71-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 445 (SUP-445) FOR AMUSEMENT AND RECREATION (OUTDOORS) USES ON CERTAIN PROPERTY DESCRIBED AS 3.672 ACRES OF LAND AND BEING ALL OF LOT 1X AND A PORTION OF LOT 1, BLOCK A, OF THE RIVER WALK AT CENTRAL PARK, AND ZONED CENTRAL BUSINESS DISTRICT (CBD); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

23. Public Hearing to consider a request for a Master Plan Amendment (MPA16-0014 – Specific Plan Areas) to delete Section 3, Specific Plans, in its entirety and to amend Section 1, Land Use Plan, by removing the summary description of Specific Plan Areas and by adopting a revised Land Use Map which replaces the white SPA boundary overlays with colors of the existing land use designations, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 12, 2016, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Background information as it relates to Specific Plan Areas (SPA's)
- Site plan elements and clarification for each:
 - o Living screen buffer corridor landscape
 - o Gateway
 - o Pedestrian open space parking/loading/refuse
 - o Design guidelines
 - o Land use
 - o Access points
- SPA build-out
- Land use maps – SPA's
- The purpose of the item

Mr. Powell responded to questions from Council as follows:

- What is the long term impact as it relates to future development
- Clarification regarding the removal of parking limitations as it relates to SPAs
- Clarification related to the concept of repeal and replace and what that means relative to zoning

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Mayor Pro Tem Bryant opened the Public Hearing at 8:19 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Paul Stone, 709 Lake Bluff Dr	None.	None.

Mayor Pro Tem Bryant closed the Public Hearing at 8:21 p.m.

Council deliberation and discussion:

- Appreciation for staff bringing this item forward as SPAs have outlived their usefulness and it's time to remove that additional overlay for a more efficient government
- Past SPAs were important and helped shape the Town in to what it is today
- How removal of the SPAs streamlines the process
- Today SPAs have almost become an impediment in finishing out some areas

Councilmember McDaniel moved to approve a request for a Master Plan Amendment (MPA16-0014 – Specific Plan Areas) to delete Section 3, Specific Plans, in its entirety and to amend Section 1, Land Use Plan, by removing the summary description of Specific Plan Areas and by adopting a revised Land Use Map which replaces the white SPA boundary overlays with colors of the existing land use designations, and adopt an ordinance providing for said amendment. Councilmember Jason Webb seconded the motion.

ORDINANCE NO. 73-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY DELETING SECTION 3, SPECIFIC PLANS, IN ITS ENTIRETY; AND BY AMENDING SECTION 1.0, LAND USE PLAN, TO REMOVE THE SUMMARY DESCRIPTION OF SPECIFIC PLAN AREAS, TO ADD THE PROVISION RELATED TO BOB WHITE LANE PREVIOUSLY CONTAINED IN SECTION 3, AND TO ADOPT A REVISED LAND USE MAP; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY 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./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:26 p.m. on December 19, 2016, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and

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consultation with attorney, and reconvened into an open meeting at 8:59 p.m. on December 19, 2016, to take action on the items as follows:

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Community Development Corporation.**

For the Community Development Corporation Deputy Mayor Pro Tem Bryan Webb moved to reappoint Cassandra Forest, Director, Place 2; William Henderson, Director, Place 4; Dana Smith, Director, Place 6, all with a term expiration date of December 31, 2018. Councilmember McDaniel seconded the motion.

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

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

No action taken.

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

No action taken.

- d. Consultation with Town Attorney:

1. Public Utility Commission of Texas (Docket No. 45175) and State Office of Administrative Hearings (SOAH) (Docket No. 473-16-1119)

2. Tree preservation ordinance

No action taken.

N. ADJOURN REGULAR MEETING

Mayor Pro Tem Bryant adjourned the meeting at 9:00 p.m. on Monday, December 19, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: January 17, 2017

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: Consider a resolution of the Town of Flower Mound Town Council requesting the members of the 85th Legislative Session of the State of Texas to support legislation that provides a fair and equitable distribution of the sporting goods sales tax revenue for local and state parks.

BACKGROUND INFORMATION: This proposed resolution requests the members of the 85th Legislative Session of the State of Texas to support legislation that provides a fair and equitable distribution of the sporting goods sales tax revenue for local and state parks.

The Texas Parks & Wildlife Department (TPWD) administers the Texas Recreation & Parks Account Local Park Grant Program (TRPA) and manages 95 state parks and historical sites in Texas. TPWD has separate accounts in its general revenue fund, referred to as the TRPA and the Urban Account, for the purpose of providing (i) matching grants to political subdivisions for parks and recreation projects, and (ii) outreach grants to introduce new populations to outdoor experiences. Funds granted to political subdivisions under the TRPA have funded 1,668 projects of the 3,525 submitted over 30 years delivering over \$800 million to the local Texas economy. Political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry.

Resolutions are an effective way to notify our elected officials on the support and importance of the Parks & Recreation Industry. As the State's budget tightens, it's important to encourage members of the Legislature to support park funding and to remind them of the commitment made during the last session to improve our State and local park systems.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENT:

1. Resolution

RECOMMENDATION: Move to approve the resolution requesting the members of the 85th Legislative Session of the State of Texas to support legislation that provides a fair and equitable distribution of the sporting goods sales tax revenue for local and state parks.

RESOLUTION NO. _____**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, TOWN COUNCIL REQUESTING THE MEMBERS OF THE 85th LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT PROVIDES A FAIR AND EQUITABLE DISTRIBUTION OF THE SPORTING GOODS SALES TAX REVENUE FOR LOCAL AND STATE PARKS.**

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 Local Government Code; and,

WHEREAS, the Texas Parks & Wildlife Department ("TPWD") administers the Texas Recreation & Parks Account Local Park Grant Program ("TRPA") and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 95 State parks, natural areas and historical sites in Texas; and

WHEREAS, TPWD has separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1,668 projects of the 3,525 submitted over 30 years delivering over \$800 million to the local Texas economy; and

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

WHEREAS, the TRPA, Urban Account, and State parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and

WHEREAS, the TRPA, Urban Account, and State parks are partially funded from federal dollars used for parks, recreation, open space, trails, and tourism from the United States Department of the Interior Land and Water Conservation Fund (LWCF), the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails; and

WHEREAS, the maintenance and improvements of State park and historic sites and the addition of new parks is a priority to Texans due to the State's expanding population and extensive tourism industry; and

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and

WHEREAS, funds are needed for major repairs at Local and State parks and for the acquisition and development of parks and facilities; and

WHEREAS, it is the desire of this Town Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 85th Texas Legislature.

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

1. The Town Council of the Town of Flower Mound, Texas supports the 85th Legislature of Texas in pursuing legislation that provides a fair and equitable distribution of the sporting goods sales tax revenue for for Local and State parks and that all funding for TRPA and Urban Account projects be subject to the established TPWD competitive scoring system.

PASSED AND APPROVED by the Town of Flower Mound Town Council on this the 17th day of January 2017.

APPROVED:

Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: January 17, 2017

FROM: Eric V. Greaser, Fire Chief 

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is to consider the approval of an Interlocal Cooperation Agreement between Denton County and the Town to provide Flower Mound fire protection services to an unincorporated area of Denton County for the benefit of the citizens of Denton County. Since 1982, the Town has received annual funding for the provision of fire protection to a small area of unincorporated Denton County. The contract area consists of mainly low-density housing and tracts of undeveloped land with an estimated service population of less than 100 residents.

FISCAL IMPACT: \$10,525.00

Proposed Revenue Source:	Account Number(s):
Payment from Denton County of \$10,000.00 up front annual flat fee, plus \$525.00 per fire call. The number of calls varies, but is estimated to be one.	100-4605

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

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

ATTACHMENTS:

1. Interlocal Cooperation Agreement for Fire Protection Services

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorize the Mayor to execute same on behalf of the Town.

THE COUNTY OF DENTON

§
§
§
§TOWN OF FLOWER MOUND
FIRE DEPARTMENT

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES**

THIS AGREEMENT, which has an effective date of October 1, 2016, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the Town of Flower Mound Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the Town of Flower Mound; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2016, and ending September 30, 2017.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Town of Flower

Mound in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "**Flower Mound**" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 9060 Teasley Lane, Denton, Texas 76210-4010. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.
PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$525.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2016, to September 30, 2017. The **COUNTY** anticipates the **AGENCY** to run approximately 1 fire calls for a total funding of **\$525.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$10,525.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

AGENCY

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

By _____
Mary Horn
Denton County Judge

By _____
Name _____
Title _____

Acting on behalf of and by the
authority of Denton County
Commissioners Court of
Denton County, Texas

Acting on behalf of and by the
authority of the Town of Flower Mound

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
Town Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Denton County under this Contract/Agreement.

James Wells, Denton County Auditor



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: January 17, 2017

FROM: Eric V. Greaser, Fire Chief 

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is to consider the approval of an Interlocal Cooperation Agreement between Denton County and the Town to provide Flower Mound fire protection services to an unincorporated area of Denton County for the benefit of the citizens of Denton County. Since 1982, the Town has received annual funding for the provision of fire protection to a small area of unincorporated Denton County. The contract area consists of mainly low-density housing and tracts of undeveloped land with an estimated service population of less than 100 residents.

FISCAL IMPACT: \$33,382.00

Proposed Revenue Source:	Account Number(s):
Payment from Denton County of \$33,382.00 which includes a fixed sum of \$33,245.23 based on population and \$137.08 based on rural mileage. In addition, a fee of \$250.99 per EMS all will be paid. There were no transports for 2016.	100-4605

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

LEGAL REVIEW: Cara White, of Taylor, Olson, Adkins, Sralla, Elam, LLP, who reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Interlocal Cooperation Agreement for Ambulance Service

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorize the Mayor to execute same on behalf of the Town.

THE COUNTY OF DENTON

§
§
§
§TOWN OF FLOWER MOUND
AMBULANCE SERVICES

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2016, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the Town of Flower Mound, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the Town of Flower Mound; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows: •

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2016, and ending on September 30, 2017.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of Town of Flower Mound in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.

PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY**'s employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.

COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$33,382.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4815 per capita; said sum computes to \$33,245.23.
2. A fixed sum of \$250.9870 per ambulance transport. There were no transports made by **AGENCY** in fiscal year 2016.
3. A fixed sum based on .20 rural miles in the agreed operating territory; said sum computes to \$137.08.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.

RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

**XIII.
ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**XIV.
LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

**XV.
SEVERABILITY**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

**XVI.
AUTHORITY**

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

**XVII.
SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By _____
Mary Horn
Denton County Judge

AGENCY:

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

By _____
Name _____
Title _____

Acting on behalf of and by the
authority of Denton County
Commissioners Court of
Denton County, Texas

Acting on behalf of and by the
authority of the Town of Flower Mound

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
Town Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

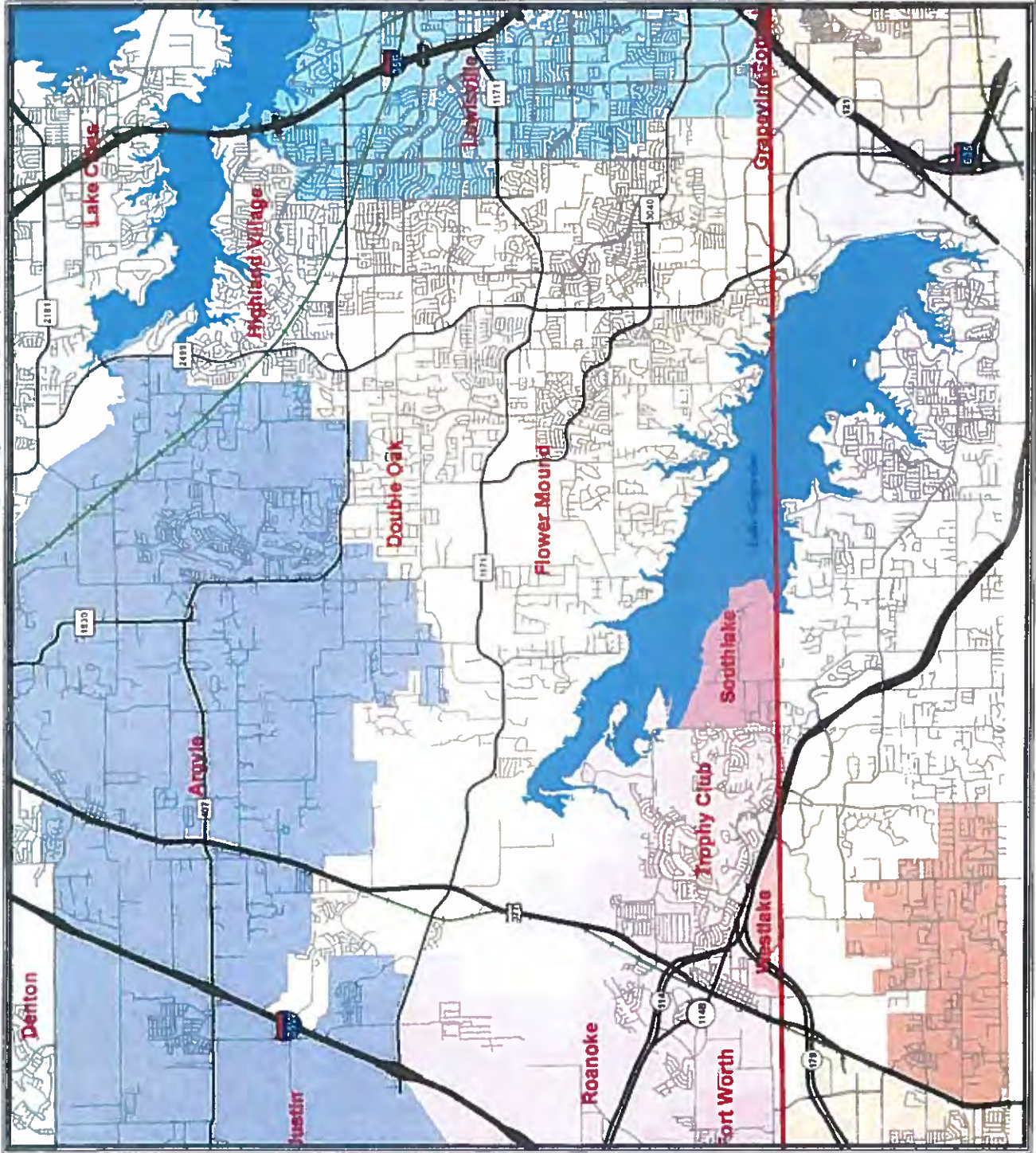
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Denton County under this Agreement.

James Wells, Denton County Auditor

DENTON COUNTY

Flower Mound Fire District





TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: January 17, 2017

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of the purchase of The Brazos Technology eCitation/Accident Reporting Data Capture System by the Flower Mound Police.

BACKGROUND INFORMATION: The Brazos Technology's eCitation/Accident Reporting Data Capture System is a state of the art computer system designed to improve the efficiency of ticket writing and accident reporting functions within the Town. This system will allow the Police Department to combine the ticket writer, camera, beat phone and card readers into one device. The device will read all drivers' license and scan all VIN plates making data entry more accurate and save time. The device allows for photographs to be added to citations as well as accident reports. The device will have printing capability in the field so that it can be used to maintain the records of all vehicles impounded by the Department. The device has a robust reporting system which includes mapping so that data contained in the program can provide actionable data as it relates to accidents and the causes of those accidents. This was a Decision Package submitted and approved during the budget process.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$79,424.00

Proposed Expenditure:	Account Number(s):
\$68,299.00	318-560-43500-6120
\$11,125.00	391-650-56000-6120

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote
2. License and Services Agreement

RECOMMENDATION: Move to approve the purchase of The Brazos Technology eCitation/Accident Reporting Data Capture System by the Flower Mound Police and authorize the Mayor to execute same on behalf of the Town.



ESTIMATE

Quote Number:

00003373

Date Created:

6/1/2016

Expires On:

12/31/2016

NJPA Contract: 110515-TTI

Bill to:	Ship to:	Prepared by:
City of Flower Mound, TX	City of Flower Mound, TX	Kimberly Germer
Flower Mound, TX	Flower Mound, TX	(979) 690-2811 x1549
		kimberly.germer@tylertech.com

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
1.00	Setup & Config	Set Up & Config	\$ 9,000.00	\$ 9,000.00
1.00	Training: Standard	Standard Training Package: INCLUDES: onsite officer/employee training including classroom and OJT training (maximum group size =14); Online Reference Materials; One (1) day (remote) administrator training	\$ 3,500.00	\$ 3,500.00
1.00	TASK: Language Translation	TASK: Language Translation	\$ 500.00	\$ 500.00
1.00	INTERFACE: CMS - Tyler Incode	INTERFACE: Tyler Incode Court Case Management System (Annual Maintenance Fees apply) N/A	\$ 0.00	\$ 0.00
1.00	INTERFACE: CMS - UDS	INTERFACE: UDS Court Case Management System (\$1,000 Annual Maintenance Fee applies)	\$ 1,500.00	\$ 1,500.00
1.00	INTERFACE: RMS - ICS	INTERFACE: ICS Records Management System. (\$1,000 Annual Maintenance Fee applies)	\$ 1,500.00	\$ 1,500.00
1.00	Real Time Query - Message Switch - Setup & Configuration	Real Time Query - Message Switch: State/NCIC query setup and configuration	\$ 5,000.00	\$ 5,000.00
12.00	LIC: Real Time Query - Message Switch - handheld PDA	License for Real Time Query - Message Switch: State/NCIC query for handheld device (PDA) (\$250/LIC annual license fee applies)	\$ 250.00	\$ 3,000.00
1.00	MOD: Crash Reporting - setup and config	MODULE: State Compliant Crash Report Config & Set Up	\$ 2,500.00	\$ 2,500.00
1.00	Training: Crash Reporting (Train the Trainer)	Standard Crash Training Package: INCLUDES: One (1) day (onsite) officer/employee Train-the-Trainer style training including classroom and OJT training (maximum group size =14);	\$ 1,500.00	\$ 1,500.00
12.00	LIC: Crash Report Software (w/Drawing Tool)	LICENSE: State Compliant Crash Report Software with Drawing Tool (\$250/LIC annual maintenance fee applies)	\$ 250.00	\$ 3,000.00
1.00	TASK: Driver Exchange Module	TASK: Driver Exchange Module	\$ 0.00	\$ 0.00
1.00	TASK: Tow Report (standard)	TASK: Tow/Impound Report (standard)	\$ 0.00	\$ 0.00
12.00	LIC: REF License -	LICENSE: eCitation - Brazos Rapid Extension Framework	\$ 850.00	\$ 10,200.00



ESTIMATE

Quote Number:

00003373

Date Created:

6/2/2016 3:59 AM

Expires On:

9/30/2016

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
	PDA	(REF) Software License - PDA (\$250/LIC annual maintenance fee applies)		
12.00	TC75AH-KA11ES-A1	Zebra Enterprise, TC75, North America, Android KITKAT, 802.11ABGN, SE4750 Standard Range 2D Imager, Front & Rear Cameras, 1GB/8GB Memory, BT 4.0, NFC, English, Standard 4620 MAH Battery	\$ 1,465.00	\$ 17,580.00
12.00	SSE-TC70XX-30	Zebra Enterprise, One Care Essential Service, Includes comprehensive coverage, TC70XX, 3 Year	\$ 325.00	\$ 3,900.00
12.00	SG-TC7X-STYLUS-03	Zebra Enterprise, TC7X Stylus with tether, 3 pack	\$ 30.00	\$ 360.00
3.00	CRD-TC7X-SE5EU1-01	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare batteries via adapter cup (sold separately CUP-SE-BTYADP1-01), requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R	\$ 450.00	\$ 1,350.00
3.00	PWRS-14000-241R	Zebra Enterprise, Power Supply for 4-Slot Cradles, 100-240VAC, 12VDC, 9A, Requires DC Line Cord 50-16002-029R and AC Line Cord 23844-00-00R (replaces 50-14000-241R)	\$ 75.00	\$ 225.00
3.00	50-16002-029R	Zebra Enterprise, DC line cord for 4-Slot cradles, works with power supply (50-14000-241R)	\$ 33.00	\$ 99.00
12.00	BTRY-TC7X-46MA2-01	Zebra Enterprise, TC7X 4620 MAH LI-ON Battery, Single	\$ 60.00	\$ 720.00
4.00	SAC-TC7X-4BTYC1-01	TC7X Drop in style 4-Slot Battery Charger with LEDs to indicate Charge State. Can be docked and powered in the 5-Slot Cradle via adapter cup (sold separately) or used standalone. When used stand-alone requires Power Supply (PWRS-14000-148R) and country specific AC line cord sold separately.	\$ 115.00	\$ 460.00
7.00	23844-00-00R	Zebra Enterprise, US AC Line Cord	\$ 10.00	\$ 70.00
4.00	PWRS-14000-148R	Zebra Enterprise, Cradle Power Supply, 100-240 VAC (requires US AC line cord 23844-00-00R) (replacesKT-14000-148R)	\$ 45.00	\$ 180.00
12.00	ZQ52-AUE0000-00	Zebra, Printer, ZQ520,4",BT 4.0,GROUP O	\$ 660.00	\$ 7,920.00
12.00	P1031365-059	Zebra, ZQ500, 2 cell battery (for use with QLN220,320 or ZQ510,ZQ520)	\$ 70.00	\$ 840.00
12.00	AC18177-5	Zebra, QUAD Battery Charger (for use with ZQ500, RW420/RW220)	\$ 345.00	\$ 4,140.00
4.00	LD-R4KN5B	Zebra, RW420/ZQ520 Paper, Z-Select 4000D 3.2 mil receipt paper, direct thermal, 4" X 81.25', 0.75" core, 2.25" OD, 25 year archiveability, 36 rolls per case.	\$ 95.00	\$ 380.00

Sign and fax approved quotation to 713.583.9323.

Subject to the applicable terms of your existing contract with Tyler, and for the fees quoted herein, we grant to City of Flower



ESTIMATE

Quote Number: 00003373

Date Created: 6/1/2016

Expires On: 12/31/2016

Mound, TX : (i) a per-unit license to the software located on the ticket writer hardware provided under this purchase order, and (ii) a per-unit license to access a remote database via the ticket writer hardware, both for your internal business purposes only. We will provide remote database access according to our industry standard hosting terms of service.

Signature _____

Title _____

Date _____

Subtotal \$ 79,424.00

Tax _____

Grand Total \$ 79,424.00



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

WHEREAS, Client is a member of the National Joint Powers Alliance ("NJPA") under member number 77514.

WHEREAS, Tyler participated in the competitive bid process in response to NJPA's RFP #110515 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 110515-TTI (hereinafter, the "NJPA Contract");

WHEREAS, documentation of the NJPA's competitive bid process, as well as Tyler's contract with and pricing information for the NJPA is available at <http://www.njpacoop.org/cooperative-purchasing/contracts-general/technology-security-communication-solutions/110515-tti/>; and

WHEREAS Client desires to purchase off the NJPA contract to procure Brazos Software from Tyler, which Tyler agrees to deliver pursuant to the NJPA contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Flower Mound
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without



Contract No. 2016-0306

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit E.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – HARDWARE AND SOFTWARE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with



Contract No. 2016-0306

the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. **Hardware.** We agree to sell to you the hardware (which may include Third Party Hardware) identified in the Investment Summary.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including



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programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. **Client Assistance.** You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.
2. If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:
 - (i) receive the lowest priority under our Support Call Process;
 - (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
 - (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;



- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the



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Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION H – TERMINATION

1. Term. The initial term of this Agreement is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, at our then-current rates, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
2. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually



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agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.
4. **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.
- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined



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by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) 1.5 TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-



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current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time



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extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this



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Agreement by a party or its employees or agents;

- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law.
21. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Service Level Agreement Schedule 2: Support Call Process

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Flower Mound

By: [Signature]

By: _____

Name: Bret Dixon

Name: _____

Title: President, Justice Group

Title: _____

Date: 12/19/16

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Town of Flower Mound
4150 Kirkpatrick Lane
Flower Mound, TX 75028
Attention: Assistant Chief of Police



Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

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Quantity	Mfg_PartNumber	Product:Description	Sales Price	Total Price
1.00	Setup & Config	Set Up & Config	\$ 9,000.00	\$
1.00	Training Standard	Standard Training Package: INCLUDES: onsite officer/employee training including classroom and OJT training (maximum group size =14); Online Reference Materials; One (1) day (remote) administrator training	\$ 3,500.00	\$
1.00	TASK: Language Translation	TASK: Language Translation	\$ 500.00	\$ 500.00
1.00	INTERFACE: CMS - Tyler Incode	INTERFACE: Tyler Incode Court Case Management System (Annual Maintenance Fees apply) N/A	\$ 0.00	\$ 0.00
1.00	INTERFACE: CMS - UDS	INTERFACE: UDS Court Case Management System (\$1,000 Annual Maintenance Fee applies)	\$ 1,500.00	\$ 1,500.00
1.00	INTERFACE: RMS - ICS	INTERFACE: ICS Records Management System. (\$1,000 Annual Maintenance Fee applies)	\$ 1,500.00	\$ 1,500.00
1.00	Real Time Query - Message Switch - Setup & Configuration	Real Time Query - Message Switch State/NCIC query setup and configuration	\$ 5,000.00	\$ 5,000.00
12.00	LIC: Real Time Query - Message Switch - handheld PDA	License for Real Time Query - Message Switch: State/NCIC query for handheld device (PDA) (\$250/LIC annual license fee applies)	\$ 250.00	\$ 3,000.00
1.00	MOD: Crash Reporting - setup and config	MODULE: State Compliant Crash Report Config & Set Up	\$ 2,500.00	\$ 2,500.00
1.00	Training: Crash Reporting (Train the Trainer)	Standard Crash Training Package: INCLUDES: One (1) day (onsite) officer/employee Train-the-Trainer style training including classroom and OJT training (maximum group size =14);	\$ 1,500.00	\$ 1,500.00
12.00	LIC: Crash Report Software (w/Drawing Tool)	LICENSE: State Compliant Crash Report Software with Drawing Tool (\$250/LIC annual maintenance fee applies)	\$ 250.00	\$ 3,000.00
1.00	TASK: Driver Exchange Module	TASK: Driver Exchange Module	\$ 0.00	
1.00	TASK: Tow Report (standard)	TASK: To w/Impound Report (standard)	\$ 0.00	
12.00	LIC: REF License -	LICENSE eCitation - Brazos Rapid Extension Framework	\$ 765.00	



Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
	PDA	REF) Software License - PDA (\$250/LIC annual maintenance fee applies) 10% NJPA Discount applied to regular \$850/LIC		
12.00	TC75AH-KA11ES-A1- Part # subject to change for Verizon capability once available	Zebra Enterprise TC75 North America Android KITKAT, 802.11ABGN, SE4750 Standard Range 2D imager Front & Rear Cameras, 1GB 8GB Memory BT 4.0, NFC English Standard 4620 MAH Battery-(Verizon Needed)	\$ 1 465.00	\$ 17 580.00
12.00	SSE-TC70XX-30	Zebra Enterprise One Care Essential Service Includes comprehensive coverage TC70XX, 3 Year	\$ 325.00	\$ 3 900.00
12.00	SG-TC7X-STYLUS-03	Zebra Enterprise, TC7X Stylus with tether, 3 pack	\$ 30.00	\$ 360.00
3.00	CRD-TC7X-SE5EU1-01	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle Charges either 5 TC70S or 4 TC70S + 4 Spare batteries via adapter cup (sold separately CUP-SE-BTYADP1-01), requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R	\$ 450.00	\$ 1,350.00
3.00	PWRS-14000-241R	Zebra Enterprise Power Supply for 4-Slot Cradles, 100-240VAC 12VDC 9A Requires DC Line Cord 50-16002-029R and AC Line Cord 23844-00-00R (replaces 50-14000-241R)	\$ 75.00	\$ 225.00
3.00	50-16002-029R	Zebra Enterprise, DC line cord for 4-Slot cradles, works with power supply (50-14000-241R)	\$ 33.00	\$ 99.00
12.00	BTRY-TC7X-46MA2-01	Zebra Enterprise, TC7X 4620 MAH LI-ION Battery, Single	\$ 60.00	\$ 720.00
4.00	SAC-TC7X-46TYC1-01	TC7X Drop in style 4-Slot Battery Charger with LEDs to indicate Charge State. Can be docked and powered in the 5-Slot Cradle via adapter cup (sold separately) or used standalone. When used stand-alone requires Power Supply (PWRS-14000-148R) and country specific AC line cord sold separately.	\$ 115.00	\$ 460.00
7.00	23844-00-00R	Zebra Enterprise, US AC Line Cord	\$ 10.00	\$ 70.00
4.00	PWRS-14000-148R	Zebra Enterprise, Cradle Power Supply 100-240 VAC (requires US AC line cord 23844-00-00R) (replaces KT-14000-148R)	\$ 45.00	\$ 180.00
12.00	ZQ52-AUE0000-00	Zebra, Printer, ZQ520, 4", BT 4.0, GROUP O	\$ 660.00	\$ 7,920.00
12.00	P1031365-059	Zebra, ZQ500, 2 cell battery (for use with QLN220, 320 or ZQ510, ZQ520)	\$ 70.00	\$ 840.00
12.00	AC18177-5	Zebra, QUAD Battery Charger (for use with ZQ500, RW420/RW220)	\$ 345.00	\$ 4,140.00
4.00	LD-R4KN5B	Zebra RW420 ZQ520 Paper, Z-Select 4000D 3.2 mil receipt paper, direct thermal 4" X 81.25" 0.75" core 2.25" OD, 25 year archiveability 36 rolls per case	\$ 95.00	\$ 380.00



Subtotal \$ 78,404.00

Tax

Grand Total \$ 78,404.00



Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced upon the Effective Date.

1.2 *Maintenance and Support Fees:* Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

2.1 *Professional Services:* Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

3.1 *Hosting Fees:* Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.



Exhibit B

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5. **Expenses**. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating





Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.



A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.





Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as



well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. **Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.
6. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.



Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar year.



Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation Client provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle



100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle
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Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.



Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: January 17, 2017

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

ITEM: Consider approval of a Professional Services Agreement for design phase services for the High Road Water Line Replacement Phase 1 project, with Kimley-Horn and Associates, Inc., for \$296,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The High Road Water Line Project includes design of approximately 16,000 linear feet of 8-inch water line along High Road, from Arabian Circle to Lost Creek Drive and within adjacent neighborhoods on the west side of High Road.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$ 296,000.00

Proposed Expenditure:	Account Number(s):
\$296,000.00	630-960-98844

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement for design phase services for the High Road Water Line Replacement Phase 1 project, with Kimley-Horn and Associates, Inc., for \$296,000.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 12750 Merit Drive, Suite 1000, Dallas, Texas 75251.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the High Road Water Line Replacement Phase 1 project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the High Road Water Line Replacement Phase 1 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 Two Hundred Ninety-Six Thousand No/100 Dollars (\$296,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
2121Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. **Notice Information**

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

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

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

Anthony Samarripas, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
12750 Merit Drive
Suite 1000
Dallas, Texas 75251
972-770-1314 Telephone

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

XX.

Applicable Law

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

XX. Non-Discrimination

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

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

XXI. Arbitration

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

XXII. No Waiver of Governmental Immunity

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

XX. Severability

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

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

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

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

XXVI.
No Third Party Beneficiary

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

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: _____

Name:

Title:

Date Signed: _____

State of Texas §

§

County of _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF ____, 20____.

Notary Public, State of Texas

My Commission Expires:

ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: High Road Water Line Replacement Phase I

PROJECT UNDERSTANDING

This project includes replacing existing water lines of varying diameter along High Road and within adjacent neighborhoods on the west side of High Road. The Phase I limits along High Road begin at Arabian Circle and end at Lost Creek Drive (See attached exhibit). The following streets are included in this scope of work:

- High Road (From Arabian Circle to Lost Creek Drive)
- Green Meadow Lane
- Sunnyview Lane (West of High Road)
- Shady Oaks
- Rolling Hills
- Indian Trail
- Lakewood Lane (North of Sunnyview Lane)
- Shady Trail

All proposed lines are anticipated to be 8-inch in diameter. The total linear footage of replacement is anticipated to be approximately 16,000 linear feet.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: SURVEY

- A. Perform field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
1. Property pins
 2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 3. Lane striping
 4. Driveways
 5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 6. Culverts and bridges
 7. Guardrail
 8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 9. Traffic signal poles, cabinets, and other signal equipment
 10. Signs (excluding temporary signs)

11. Buildings
 12. Retaining walls
 13. Fence limits and material types
 14. Trees greater than 6-inch
 15. Other applicable physical features that could impact design
- B. Review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered additional services.
- C. Prepare right of entry letters as required

TASK 2: EASEMENTS

A. Summary

This area was incorporated into the Town after much of the infrastructure (roads and utilities) had already been constructed. As such, a number of the roads and utilities are located in prescriptive easements in lieu of easements or dedicated right-of-way. This task is intended to prepare water line easement documents where requested by the Town. This task includes preparing documents to supersede existing prescriptive rights and preparing documents at locations where a proposed water line is being installed where an existing water line didn't exist.

- B. Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for proposed water improvements). Up to fifteen (15) instruments are anticipated. One (1) easement instrument shall consist of a permanent and temporary easement.
1. Easement preparation will begin after the alignment through each property has been approved by the Town. Easement preparation is anticipated to take 21 days.
- C. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor, shall conform to standard format provided by the Owner and shall contain the following at a minimum:
1. Parcel number
 2. Area required
 3. Area remaining
 4. Legal description
 5. Current owner
 6. Any existing platted easements
 7. All physical features

D. Deliverables

1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for easements.

TASK 3: NEIGHBORHOOD MEETINGS

A. Strategy Meeting with Town

Meet with Town staff to discuss goals and objectives for the neighborhood meetings. Develop list of action items and deliverables for the neighborhood meetings.

B. Prepare Presentation Materials

Prepare agenda and presentations using Microsoft PowerPoint along with exhibits and attendee sheets. Submit presentations and exhibits to the Town for review and comment. Address comments and finalize presentation.

C. Conduct Neighborhood Meetings

Conduct two (2) neighborhood meetings for the proposed project. Kimley-Horn will assist the Town with answering questions and providing project information after the neighborhood meetings, as requested by the Town.

TASK 4: WATER LINE DESIGN

A. Design

1. Conduct kick-off meeting with the Town during monthly progress meetings.
2. Prepare plan only sheets as necessary based on existing surface features and current design standards. Profiles of the proposed water line will not be provided. Plan sheet will consist of a 22"x34" sheet at a scale of 1"=20' horizontal. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Water Line Replacement Plan Sheets (20 sheets assumed)
 - e. Construction Details
3. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
4. Existing water lines currently located within backyards are assumed to be relocated into adjacent streets. Survey will not be performed within existing

backyards and existing water meters will not be located for each service required to be relocated.

5. Design for reconnecting existing services on private property is not included in this scope of services.
6. It is assumed that existing culverts will not be required to be upsized to adhere to the minimum allowable culvert diameter per current Town standards. It is also assumed that existing borrow ditches will not be required to be regraded.
7. Prepare exhibits showing anticipated tree removal
8. Perform hydraulic analysis to verify water line sizes.
9. Submit to the Town 50% plan and OPCC for review and comments.
10. Conduct meeting with Town to review 50% plans. Make revisions based on the Town's review of the 50% plans.
11. Evaluate construction sequencing and temporary water service requirements.
12. Submit to the Town 95% complete Contract Documents (plans and specifications) and OPCC for review and comments.
13. Conduct meeting with Town to review 95% plans during monthly progress meetings. Make revisions based on the Town's review of the 95% submittal.
14. Submit to the Town 100% complete Contract Documents (plans and specifications) and OPCC
15. Submit final plans to appropriate regulatory agencies (TCEQ) for review and comments.

B. Design Deliverables

1. Three (3) copies of the 50% Construction Plans
2. Three (3) copies of the 95% Contract Documents (Plans and Specifications)
3. Three (3) copies of the 100% Contract Documents (Plans and Specifications)
4. Three (3) copies of the Opinion of Probable Construction Cost for 50%, 95%, and 100% submittals.

C. Services provided by the Town

1. Review and comment on 50% plan view only plans and OPCC.
2. Review and comment on 95% Contract Documents (plans and specifications) and OPCC.

TASK 5: PROPERTY OWNER COORDINATION EXHIBITS

- A. This task includes the effort associated with preparing alignment and/or easement exhibits for individual properties to assist the Town in coordinating with impacted residents. Kimley-Horn will prepare exhibits for specific properties on an as needed basis as directed by the Town. For budgeting purposes, up to ten (10) exhibits are included in this scope of work.

TASK 6: TRAFFIC CONTROL DESIGN

- A. This task includes preparing traffic control for anticipated construction activities associated with the proposed water line alignment. Traffic control shall be based on Town criteria and MUTCD requirements. Traffic control plans and details will be included in the plan set. Up to three (3) separate traffic control phases are included.

TASK 7: BIDDING PHASE SERVICES

- A. Print and issue 3 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.
- B. Review Contractor questions and issue addenda as required.
- C. Deliverables
 - 1. Addenda as required
 - 2. Print and deliver to the Town up to 3 sets of bid documents
 - 3. CD with PDFs of bid documents

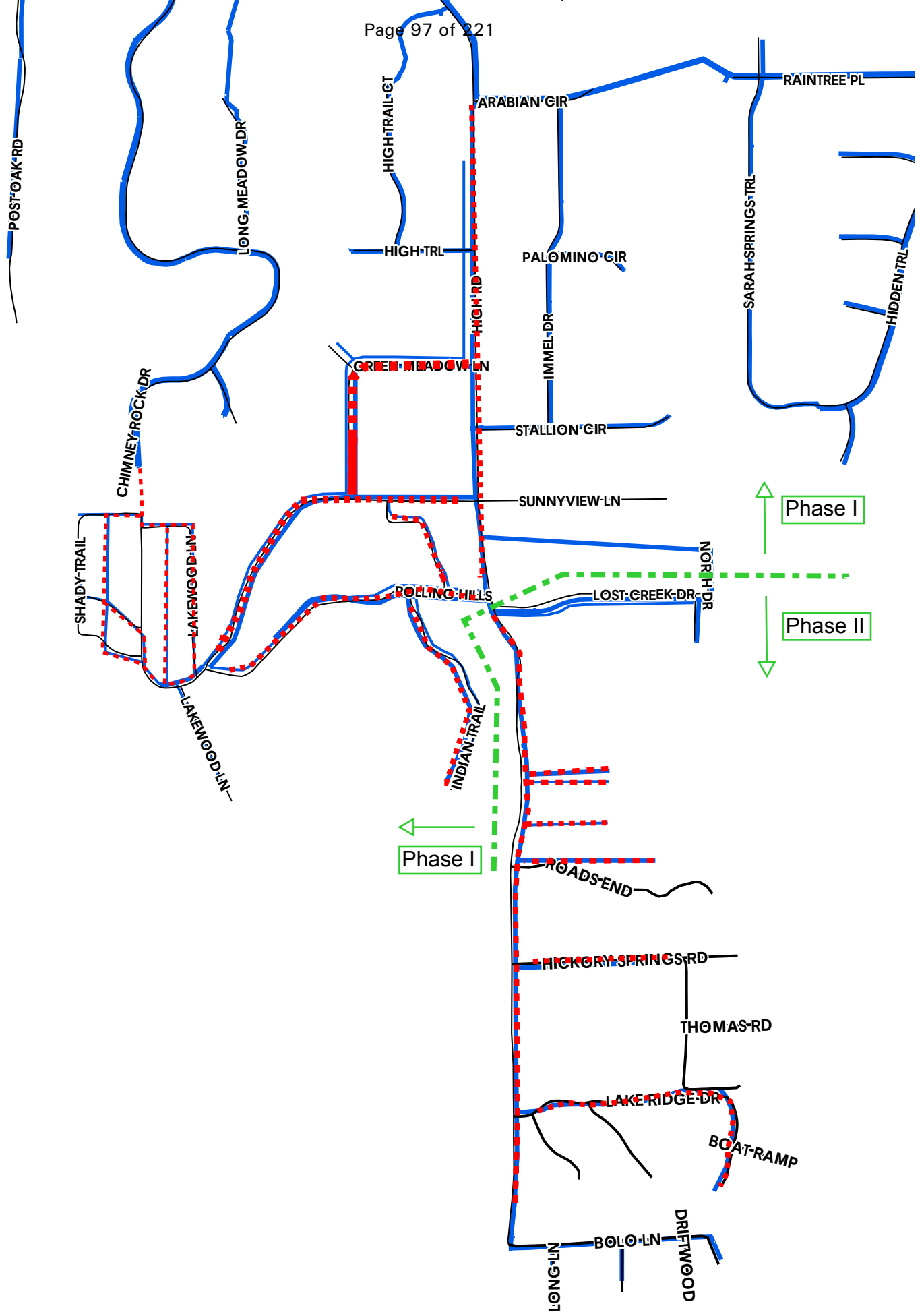
TASK 8: RECORD DRAWINGS

- A. Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital format. Kimley-Horn will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy.
- B. Deliverables
 - 1. One (1) compact disc containing Record Drawing in digital format (PDF, TIFF, CAD)
- C. Services Provided by the Town
 - 1. Review of Contractor's marks for completeness and accuracy

ADDITIONAL SERVICES

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

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



ATTACHMENT B**COMPENSATION**

The Consultant will provide the Scope of Services for a lump sum fee.

TASK 1 - Survey	\$75,300
TASK 2 – Easements and Right-of-Way (If Necessary, \$1,800/EA)	\$27,000
TASK 3 – Neighborhood Meetings (\$6,750/EA)	\$13,500
TASK 4 – Water Line Design	\$158,200
TASK 5 – Property Owner Coordination Exhibits	\$5,400
TASK 6 – Traffic Control Design	\$3,800
TASK 7 – Bidding Phase Services	\$3,500
TASK 8 – Record Drawings	\$9,300
<u>TOTAL</u>	<u>\$296,000</u>

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



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: January 17, 2017

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

ITEM: Consider approval of a Professional Services Agreement for design phase services for the Upper Timber Creek Interceptor Phase IV project, with Kimley-Horn and Associates, Inc., for \$230,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Upper Timber Creek Interceptor Phase IV project includes design of approximately 4,300 linear feet of 27-inch / 30-inch gravity wastewater line from Blairwood Drive to the Oak Street Lift Station.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$ 230,000.00

Proposed Expenditure:	Account Number(s):
\$230,000.00	630-970-98732

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement for design phase services for the Upper Timber Creek Interceptor Phase IV project, with Kimley-Horn and Associates, Inc., for \$230,000.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 12750 Merit Drive, Suite 1000, Dallas, Texas 75251.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Upper Timber Creek Interceptor Phase IV project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Upper Timber Creek Interceptor Phase IV 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 Two Hundred Thirty Thousand and No/100 Dollars (\$230,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

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

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

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

V. **Term**

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

VI. **Contract Termination Provision**

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. **Notice Information**

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

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

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

Anthony Samarripas, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
12750 Merit Drive
Suite 1000
Dallas, Texas 75251
972-770-1314 Telephone

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

XX.

Applicable Law

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

XX. Non-Discrimination

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

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

XXI. Arbitration

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

XXII. No Waiver of Governmental Immunity

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

XX. Severability

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

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

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

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

XXVI.
No Third Party Beneficiary

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

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: _____

Name:

Title:

Date Signed: _____

State of Texas §

§

County of _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF ____, 20____.

Notary Public, State of Texas

My Commission Expires:

ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)

PROJECT UNDERSTANDING

This project includes replacing an existing 27-inch/30-inch gravity wastewater line which currently parallels Timber Creek. The limits of this project begin near Blairwood Drive and proceed approximately 4,300 feet south to the Oak Street Lift Station. The existing line is located on both sides of Timber Creek; however, the proposed line will be located entirely on the west side of the creek to minimize the number of creek crossings. The proposed wastewater line is anticipated to be 36-inch in diameter.

More specifically, the project is anticipated to include the following:

- Approximately 4,300 LF of 36-inch wastewater interceptor
- Approximately 700 LF of 8-inch wastewater collector
- Nationwide 12 Permit for construction activities near the creek
- Abandonment of three (3) aerial crossings
- Bores/Tunnels under Timber Creek and its tributaries
- Double barrel (18-inch/24-inch) inverted siphon
- Relocation of one wastewater meter station with associated electrical and Telog controls.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: ROUTE EVALUATION

A. Description

1. This task includes the services associated with confirming existing and projected flows for the wastewater line, confirming proposed wastewater size, and evaluating route alternatives for the proposed line.

B. Data Collection

1. Kimley-Horn and Associates, Inc. (Kimley-Horn), with the assistance of the Town of Flower Mound (Town), will collect existing data including utilities, planned developments, historical flow data, etc.

C. Hydraulic Analysis

1. Kimley-Horn will evaluate the wastewater basin and review flow meter data provided by the Town and compare it with the existing Wastewater Master

Plan Model. Kimley-Horn will use this information to make a recommendation to the Town regarding the proposed capacity required.

D. Routing Evaluation

1. The existing wastewater line is currently located on both the east and west side of the creek. Additionally, near the Oak Street Lift Station, the existing line crosses through private property. It is assumed that most of the proposed alignment will parallel the existing line; however, this task will evaluate alternative routes near the private residence to minimize disruption to Town residents. This task will also evaluate alternative alignments at the creek crossings to maintain the alignment entirely on the west side of the creek. Up to two (2) alignment alternatives will be evaluated.
2. Kimley-Horn will evaluate how to collect the existing 8-inch collection lines on the east side of the creek and connect them to the proposed wastewater interceptor on the west side of the creek. This evaluation will take into account the quantity and location of potential aerial crossings. Kimley-Horn will prepare up to (2) alternatives.
3. Walk alignment alternatives with the Town.
4. Prepare preliminary opinion of probable construction cost (OPCC) for each alternative.

E. Meetings

1. Meet with the Town once to review potential routes for all proposed lines. Meeting to take place during monthly progress meeting.

TASK 2: SURVEY

- A. Perform field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
1. Property pins
 2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 3. Lane striping
 4. Driveways
 5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 6. Culverts and bridges
 7. Guardrail
 8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 9. Traffic signal poles, cabinets, and other signal equipment
 10. Signs (excluding temporary signs)
 11. Buildings
 12. Retaining walls
 13. Fence limits and material types

14. Trees 8-inch and greater
 15. Other applicable physical features that could impact design
- B. Review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered additional services.
- C. Prepare right of entry letters

TASK 3: EASEMENTS

- A. Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for proposed water improvements). Up to four (4) instruments are anticipated. One (1) instrument shall consist of a permanent and temporary easement.
1. Easement preparation will begin after the alignment through each property has been approved by the Town. Easement preparation is anticipated to take 21 days.
- B. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor, shall conform to standard format provided by the Owner and shall contain the following at a minimum:
1. Parcel number
 2. Area required
 3. Area remaining
 4. Legal description
 5. Current owner
 6. Any existing platted easements
 7. All physical features
- C. Deliverables
1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for permanent and temporary construction easements

TASK 4: DESIGN

- A. Design
1. Conduct kick-off meeting with the Town during monthly progress meetings
 2. This task assumes the Upper Timber Phase 3 and Phase 4 projects will be bid as one project.

3. Prepare plan and profile sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1"=40' horizontal. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Interceptor Plan and Profile (5 sheets assumed)
 - e. Collector Plan and Profile (1 sheet assumed)
 - f. Bypass Pumping Plan
 - g. Construction Details
 - h. Inverted Siphon Details
 - i. Oak Street Lift Station Connection Details
 - j. Meter Station Relocation Details
4. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
5. Design double barrel inverted siphon including hydraulic evaluation, evaluating pipe materials, junction structure structural design, and details. One (1) inverted siphon is anticipated.
6. Prepare a bypass pumping plan, as required.
7. Prepare exhibits showing anticipated tree removal
8. Prepare tunneling/boring details and specifications at various creek crossings.
9. Prepare schematic easement exhibits to facilitate easement acquisition
10. Submit to the Town 50% plan view only plans and OPCC for review and comments.
11. Conduct meeting with Town to review 50% plans during monthly progress meetings. Make revisions based on the Town's review of the 50% plans.
12. Evaluate construction sequencing.
13. Prepare details and specifications associated with relocating the existing flow meter. This scope assumes that the meter technology (FloDar) and communication technology (Telog) will not be changed.
14. Submit to the Town 95% complete Contract Documents (plans and specifications) and OPCC for review and comments.
15. Conduct meeting with Town to review 95% plans during monthly progress meetings. Make revisions based on the Town's review of the 95% submittal.
16. Submit to the Town 100% complete Contract Documents (plans and specifications) and OPCC
17. Submit final plans to appropriate regulatory agencies (TxDOT and TCEQ) for review and comments.

B. Design Deliverables

1. Three (3) copies of the 50% Construction Plans

2. Three (3) copies of the 95% Contract Documents (Plans and Specifications)
3. Three (3) copies of the 100% Contract Documents (Plans and Specifications)
4. Three (3) copies of the Opinion of Probable Construction Cost for 50%, 95%, and 100% submittals.

C. Services provided by the Town

1. Review and comment on 50% plan view only plans and OPCC.
2. Review and comment on 95% Contract Documents (plans and specifications) and OPCC.

TASK 5: ENVIRONMENTAL

A. Description

1. This task involves preparing a Nationwide Permit (NWP) 12 for submittal to the USACOE for construction activities near the creek. The scope provided assumes that this project will not trigger preconstruction notification and that a NWP 12 with no notification will be sufficient. If preconstruction notification is required then additional services will be required.
2. This scope assumes only one NWP 12 will be prepared for Upper Timber Phases 3 and 4 combined.

B. Nationwide 12 Permit

1. Kimley-Horn will submit to the Town a descriptive memo regarding the use of NWP 12 Utility Line Activities under a no notification scenario. This Scope is based on the understanding that proposed impacts to waters of the US are temporary and that preconstruction contours will be restored below the Ordinary High Water Mark.
2. Kimley-Horn will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met.
3. The memo will include, at a minimum, the following information:
 - a. Brief project description, including site sketches, as it relates to proposed impacts to waters of the US;
 - b. Site visit photographs to document existing/preconstruction conditions;
 - c. A copy of the NWP 12 permit language with General Conditions;
 - d. State Water Quality Certifications and Conditions;
 - e. NWP Regional Conditions for Texas;
 - f. Cultural Resources information from readily available databases;

- g. Threatened and Endangered Species information from readily available databases.
- 4. One site visit by a qualified professional wetland scientist is included in this task to gather information useful for the memo

TASK 6: GEOTECHNICAL

A. Description

- 1. Included in this task is performing one (1) bore in addition to the five (5) bores identified in the scope of work for Phase 3. The bores will be used to determine the general soil stratum as well as provide data for structural design of the cast-in-place junction structures. The borings will be to a depth of approximately thirty (30) feet.
- 2. This task assumes the geotechnical work for Upper Timber Phase 3 will be done in conjunction with the geotechnical work for Upper Timber Phase 4.

B. Deliverables

- 1. Two (2) copies of the Geotechnical Report

TASK 7: BIDDING PHASE SERVICES

- A. Print and issue 5 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents. It is assumed that Upper Timber Phase 3 will be bid in conjunction with Upper Timber Phase 4 as one bid package.

- B. Review Contractor questions and issue addenda as required.

C. Deliverables

- 1. Addenda as required
- 2. Print and deliver to the Town up to 5 sets of bid documents
- 3. CD with PDFs of bid documents

TASK 8: RECORD DRAWINGS

- A. Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital format. Kimley-Horn will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy. It is assumed that Upper Timber Phase 3 and Phase 4 will be combined into a single set of record drawings.

B. Deliverables

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

C. Services Provided by the Town

1. Review of Contractor's marks for completeness and accuracy

ADDITIONAL SERVICES

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

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

ATTACHMENT B**COMPENSATION**

The Consultant will provide the Scope of Services for a lump sum fee.

TASK 1 – Route Evaluation	\$17,000
TASK 2 - Survey	\$36,000
TASK 3 – Easements	\$8,800
• \$1,650/EA for McFarling and Kim tracts	
• \$2,750/EA for Loftyblooms and Shriner tracts	
TASK 4 – Design	\$152,700
TASK 5 – Environmental	\$5,600
TASK 6 – Geotechnical	\$2,400
TASK 7 – Bidding Phase Services	\$2,500
TASK 8 – Record Drawings	\$5,000
<u>TOTAL</u>	<u>\$230,000</u>

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



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: January 17, 2017

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

ITEM: Consider approval of Change Order No. 2 and final acceptance of the Timber Creek Road Paving Improvements project, amending the contract with XIT Paving and Construction, Inc., for a decrease to the contract in the amount of \$13,465.50, and authorizing final payment to XIT Paving and Construction, Inc., in the amount of \$29,987.96; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Change Order No. 2 provides for line item adjustments to match in-place quantities. Final Payment consists of \$29,987.96 of retainage, for a final contract amount of \$613,898.55.

FISCAL IMPACT: \$29,987.96

Proposed Expenditure:	Account Number(s):
\$29,987.96	550-117-78029

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

RECOMMENDATION: Move to approve Change Order No. 2 and final acceptance of the Timber Creek Road Paving Improvements project, amending the contract with XIT Paving and Construction, Inc., for a decrease to the contract in the amount of \$13,465.50, and authorizing final payment to XIT Paving and Construction, Inc., in the amount of \$29,987.96; and authorization for the Mayor to execute same on behalf of the Town

CHANGE ORDER 2

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: XIT Paving and Construction, Inc.

Project: **Timber Creek Road Paving Improvements****CHANGE ORDER NO. 2**

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

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

Item No.	Description	Unit	Add/ Deduct	Quantity	Unit Price	Extended Amount
9	Remove Concrete Flatwork	SY	Deduct	(65.0)	\$ 20.00	\$ (1,300.00)
11	8" Portland Cement Concrete Pavement (Full Depth Repair)	SY	Deduct	(67.7)	\$ 165.00	\$ (11,170.50)
17	6" Integral Concrete Curb	LF	Deduct	(199.0)	\$ 5.00	\$ (995.00)
Subtotal						\$ (13,465.50)

Original Contract Price

Change Order No. 1

Change Order No. 2

Revised Contract Price

\$ 595,946.00
\$ 17,952.55
\$ (13,465.50)
\$ 613,898.55

Original Substantial Completion Days

Change Order No. 1 Additional Days

Revised Substantial Completion Days

80
30
110

Original Final Completion Days

Change Order No. 1 Additional Days

Revised Final Completion Days

110
30
140

JUSTIFICATION

Allows for bid item 9,11 & 17 to be reconciled based on actual quantities installed.

Recommended

for Approval

 Brian Waltenburg, P.E.
 Sr. Project Engineer

Date

Date

Contractor

Approved

 Thomas E. Hayden
 Mayor

CONTRACT ESTIMATE FOR PAYMENT

Project: Timber Creek Road Improvements Estimate No.: CO2 & 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	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00	1.00	0.00	1.00	\$ 50,000.00	\$ -	\$ 50,000.00	100.00%
2	TRAFFIC CONTROL	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	0.00	1.00	\$ 20,000.00	\$ -	\$ 20,000.00	100.00%
3	AND WATER POLLUTION PREVENTION (SWPPP)	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	0.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%
4	SITE PREPARATION (INCLUDES TREE/SHRUB REMOVAL)	LS	1	\$ 30,000.00	\$ 30,000.00	1.00	0.00	1.00	\$ 30,000.00	\$ -	\$ 30,000.00	100.00%
5	PROJECT SIGNS	EA	2	\$ 500.00	\$ 1,000.00	2.00	0.00	2.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%
6	REMOVE CONCRETE CURB	LF	1,100	\$ 10.00	\$ 11,000.00	1100.00	0.00	1100.00	\$ 11,000.00	\$ -	\$ 11,000.00	100.00%
7	SALVAGE AND RELOCATE SIGN	EA	1	\$ 600.00	\$ 600.00	1.00	0.00	1.00	\$ 600.00	\$ -	\$ 600.00	100.00%
8	REMOVE AND REPLACE SIGN	EA	2	\$ 900.00	\$ 1,800.00	2.00	0.00	2.00	\$ 1,800.00	\$ -	\$ 1,800.00	100.00%
9 CO2	REMOVE CONCRETE FLATWORK	SY	135.00	\$ 20.00	\$ 2,700.00	135.00	0.00	135.00	\$ 2,700.00	\$ -	\$ 2,700.00	100.00%
10	UNCLASSIFIED ROADWAY EXCAVATION	CY	1,000	\$ 25.00	\$ 25,000.00	1000.00	0.00	1000.00	\$ 25,000.00	\$ -	\$ 25,000.00	100.00%
11 CO2	8" PORTLAND CEMENT CONCRETE PAVEMENT (FULL DEPTH REPAIR)	SY	62.30	\$ 165.00	\$ 10,279.50	62.30	0.00	62.30	\$ 10,279.50	\$ -	\$ 10,279.50	100.00%
12	8" PORTLAND CEMENT CONCRETE PAVEMENT	SY	2,655	\$ 51.00	\$ 135,405.00	2655.00	0.00	2655.00	\$ 135,405.00	\$ -	\$ 135,405.00	100.00%
13	10" LIME OR CEMENT TREATED SUBGRADE	SY	2,775	\$ 7.00	\$ 19,425.00	2775.00	0.00	2775.00	\$ 19,425.00	\$ -	\$ 19,425.00	100.00%
14 CO1	LIME OR CEMENT MATERIAL FOR TREATED SUBGRADE	TON	72.00	\$ 205.00	\$ 14,760.00	72.00	0.00	72.00	\$ 14,760.00	\$ -	\$ 14,760.00	100.00%
15	4' WIDE CONCRETE SIDEWALK (4" THICK)	SY	475	\$ 42.00	\$ 19,950.00	475.00	0.00	475.00	\$ 19,950.00	\$ -	\$ 19,950.00	100.00%
16 CO1	BARRIER FREE RAMPS	EA	10.00	\$ 1,300.00	\$ 13,000.00	10.00	0.00	10.00	\$ 13,000.00	\$ -	\$ 13,000.00	100.00%
17 CO2	6" INTEGRAL CONCRETE CURB	LF	851.00	\$ 5.00	\$ 4,255.00	851.00	0.00	851.00	\$ 4,255.00	\$ -	\$ 4,255.00	100.00%
18	FURNISH AND PLACE 4" TOPSOIL	SY	1,300	\$ 7.50	\$ 9,750.00	1300.00	0.00	1300.00	\$ 9,750.00	\$ -	\$ 9,750.00	100.00%
19	HYDROMULCH	SY	1,300	\$ 2.00	\$ 2,600.00	1300.00	0.00	1300.00	\$ 2,600.00	\$ -	\$ 2,600.00	100.00%
20	PAVEMENT MARKING AND MARKERS COMPLETE AND IN PLACE	LS	1	\$ 12,000.00	\$ 12,000.00	1.00	0.00	1.00	\$ 12,000.00	\$ -	\$ 12,000.00	100.00%
21	18" REINFORCED CONCRETE CLASS III PIPE	LF	283	\$ 80.00	\$ 22,640.00	283.00	0.00	283.00	\$ 22,640.00	\$ -	\$ 22,640.00	100.00%
22	30" REINFORCED CONCRETE CLASS III PIPE	LF	35	\$ 150.00	\$ 5,250.00	35.00	0.00	35.00	\$ 5,250.00	\$ -	\$ 5,250.00	100.00%
23	42" REINFORCED CONCRETE CLASS III PIPE	LF	15	\$ 250.00	\$ 3,750.00	15.00	0.00	15.00	\$ 3,750.00	\$ -	\$ 3,750.00	100.00%
24	9'X5' REINFORCED CONCRETE BOX	LF	76	\$ 750.00	\$ 57,000.00	76.00	0.00	76.00	\$ 57,000.00	\$ -	\$ 57,000.00	100.00%
25	10' RECESSED TYPE 2 CURB INLET	EA	2	\$ 6,400.00	\$ 12,800.00	2.00	0.00	2.00	\$ 12,800.00	\$ -	\$ 12,800.00	100.00%
26	TRENCH SAFETY	LF	333	\$ 2.00	\$ 666.00	333.00	0.00	333.00	\$ 666.00	\$ -	\$ 666.00	100.00%
27	HEADWALL PW-0 (HW=7')	CY	46	\$ 1,500.00	\$ 69,000.00	46.00	0.00	46.00	\$ 69,000.00	\$ -	\$ 69,000.00	100.00%
28	REMOVE CONCRETE HEADWALL	EA	3	\$ 2,500.00	\$ 7,500.00	3.00	0.00	3.00	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%
29	18" RIPRAP (36" THICK)	CY	60	\$ 160.00	\$ 9,600.00	60.00	0.00	60.00	\$ 9,600.00	\$ -	\$ 9,600.00	100.00%
30	WATER MAIN ABANDONMENT	LS	1	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%
CO1-A	GRADING, NATIVE VEGETATION, & EROSION CONTROL	LS	1.00	\$ 9,860.05	\$ 9,860.05	1.00	0.00	1.00	\$ 9,860.05	\$ -	\$ 9,860.05	100.00%
CO1-B	REPLACE CONCRETE UTILITY PAD	LS	1.00	\$ 115.12	\$ 115.12	1.00	0.00	1.00	\$ 115.12	\$ -	\$ 115.12	100.00%
CO1-C	ADDITIONAL TRAFFIC CONTROL	LS	1.00	\$ 727.38	\$ 727.38	1.00	0.00	1.00	\$ 727.38	\$ -	\$ 727.38	100.00%
TOTAL					600,433.05				600,433.05	-	600,433.05	100.00%

SURETEC INSURANCE COMPANY

1330 Post Oak Boulevard, Suite 1100, Houston, TX 77056

CONSENT OF SURETY TO FINAL PAYMENT

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

BOND NO.: 4406235

TO OBLIGEE:*(Name and Address)*

Town of Flower Mound
Flower Mound, Texas

CONTRACT FOR:

Timber Creek Road Paving
Improvements (Kirkpatrick Lane to Glen
Hollow), Bid #2016-42

CONTRACT DATED:

4/18/2016

PROJECT:*(Name and Address)*

Timber Creek Road Paving Improvements
(Kirkpatrick Lane to Glen Hollow), Bid #2016-42

PRINCIPAL:

XIT Paving and Construction, Inc.
3934 S. Hwy 287
Waxahachie, Texas 75165

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 1330 Post Oak Boulevard, Ste 1100, Houston, TX 77056

on bond of XIT Paving and Construction, Inc., 3934 S. Hwy 287, Waxahachie, Texas 75165
(Insert name and address of Contractor)

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to
(Insert name and address of Obligee)

Town of Flower Mound, Flower Mound, Texas

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 21, 2016
(Insert in writing the month followed by the numeric date and year.)

(Surety) SureTec Insurance Company


(Signature of authorized representative)

Attest:
(Seal):

Attorney-in-Fact
(Printed name and title)
Gaylon E. Brown – Attorney-in-fact

POA #: 4221292

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frances Standridge, Gaylon E. Brown, David Scott Miles

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Four Million and 00/100 Dollars (\$4,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

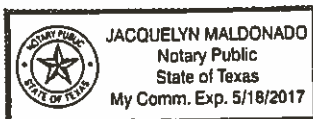


SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21st day of November, 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS

§
§
§**KNOW ALL MEN BY THESE PRESENTS:**COUNTY OF Ellis

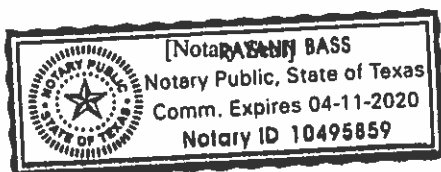
BEFORE ME, the undersigned authority, on this day personally appeared Doug Spradley ("Affidant"), who, after being by me duly sworn, deposes, and says that he is President of XIT Paving and Construction, Inc., a Corporation (corporation, partnership, trade name) of Ellis County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated 18th day of April, 200 16, for the construction of Timber Creek Road at Flower Mound, TX (the "Work"), for a total consideration of \$613,898.55 Dollars to be paid to the said Contractor (the "Contract"), and that Affidant has full power of authority to make this affidavit.

That Town of Flower Mound (the "Owner") has approved the final pay estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \$613,898.55 Dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affidant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

XIT Paving and Construction, Inc.By: *Doug Spradley*
(Affidant)Doug Spradley, President

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the 28th day of November A.D. 2016By: *Ray Ann Bass*
(Notary Public in and for the State of Texas)Ray Ann Bass

(Printed Name of Notary)

My commission expires: 4/11/20



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: January 17, 2017

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval to purchase materials and installation for the renovation of the Police Department's Jail and Locker Room areas, for the Police and Courts Facility Upgrades project, from Tiffin Metal Products Co., a State of Texas Co-Op Contract participant; in the amount of \$124,216.00.

BACKGROUND INFORMATION: Tiffin Metal Products Company's attached quote is for materials and installation in the Jail and Locker Room areas. Tiffin Metal Products Co., is a valid Co-op Contractor, GSA Contract No. GS-27F-0040X, which is a TXMAS Contract through the State.

FISCAL IMPACT: \$124,216.00

Proposed Expenditure:	Account Number(s):
\$124,216.00	533-111-50101

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

DW

ATTACHMENTS:

1. Tiffin Metal Products Co. quotation

RECOMMENDATION: Move to approve the purchase of materials and installation for the renovation of the Police Department's Jail and Locker Room areas, for the Police and Courts Facility Upgrades project, from Tiffin Metal Products Co., a State of Texas Co-Op Contract participant; in the amount of \$124,216.00.



Tiffin Metal Products
450 Wall Street, Tiffin, OH 44883
Phone: (800) 537-0983 Fax: (419) 447-8512
www.tiffinmetal.com

Quotation

Q122116CC
FMPD V3

Project: Flower Mound PD Renovation

Submitted To:

FLOWER MOUND POLICE DEPT
 Wendell Mitchell
 4150 Kirkpatrick Lane
 Flower Mound, TX 75028

Quoted By: Chad Cooper
 Phone: 800-537-0983
 Email: ccooper@tiffinmetal.com
 Date Created: 12/02/2016
 Expiration: 03/02/2016

F.O.B. 44883	Ship Method: Truckload(s)	Terms: 50% Down Payment; Net 30
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Line #	Part Number	Product	Description	Qty	UOM	Unit Price	Ext. Price
1	POLICE LKRS	-----	-----	1		\$0.00	\$0.00
2	PLK18246601* (PL18)	Personnel Lkr 18W X 24D X 66H	Combo - Single Door-louvered, custom internal configuration: 2 shelves, 1 w/ integral hangbar, hooks at sides (3 @ LH, 1 @ RH), hooks @ door interior and long gun barrel mount	78	Ea.	\$420.00	\$32,760.00
3	WBDA183318AA	Wardrobe Base Dwr 18Wx33Dx18H	Adder - Mechanical Lock - Drawer Base For Bench, louvered drawer face	57	Ea.	\$218.00	\$12,426.00
4	WBDA182418AA	Wardrobe Base Dwr 18Wx24Dx18H	Adder - Flush Mechanical Lock, louvered drawer face	21	Ea.	\$205.00	\$4,305.00
5	PLK24246601* (PL24)	Personnel Lkr 24W X 24D X 66H	Combo - Single Door-louvered, custom internal configuration: 2 shelves, 1 w/ integral hangbar, hooks at sides (3 @ LH, 1 @ RH), hooks @ door interior and long gun barrel moun	22	Ea.	\$475.00	\$10,450.00
6	WBDA243318AA	Wardrobe Base Dwr 24Wx33Dx18H	Adder - Mechanical Lock - Drawer Base For Bench, louvered drawer face	22	Ea.	\$225.00	\$4,950.00
7	BENCHSEAT12AA	126W X 9.5D X 1.25H Hardwood	Standard Maple Finish	4	Ea.	\$130.00	\$520.00
8	BENCHSEAT108AA	108W X 9.5D X 1.25H Hardwood	Standard Maple Finish	8	Ea.	\$98.00	\$784.00
9	BENCHSEAT90AA	90W X 9.5D X 1.25H Hardwood	Standard Maple Finish	1	Ea.	\$92.00	\$92.00
10	BENCHSEAT72AA	72W X 9.5D X 1.25H Hardwood	Standard Maple Finish	1	Ea.	\$65.00	\$65.00

LIMITED WARRANTY

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Line #	Part Number	Product	Description	Qty	UOM	Unit Price	Ext. Price
11	BENCHSEAT48AA	48W X 9.5D X 1.25H Hardwood	Standard Maple Finish	1	Ea.	\$46.00	\$46.00
12	BENCHSEAT24AA	24W X 9.5D X 1.25H Hardwood	Standard Maple Finish	2	Ea.	\$24.00	\$48.00
13	IKTMIRRORAA	Infinity Mirror	Magnetic Mirror at door interior	100	Ea.	\$8.00	\$800.00
14	IKTDYRK24*	Drying Rack 24W X 33D	For WBDA24, at 24W units only	22	Ea.	\$31.00	\$682.00
15	IKTRBRMAT*	Rubber Mat at PLK floor 7 X 9	Traction mat at floor for long gun stock	100	Ea.	\$5.00	\$500.00
16	ELECTRICAL	Modular Plug and Play Electrical Components	Supply power to each wardrobe locker opening. Inc. entries, jumpers, junctions/receptacles for project	100	Ea.	\$105.00	\$10,500.00
17	AEP24841833LAA	End Panel 24WX84HX33WX18H	LEFT	2	Ea.	\$132.25	\$264.50
18	AEP24841833RAA	End Panel 24WX84HX33WX18H	RIGHT	3	Ea.	\$132.25	\$396.75
19	AEP2484	End Panel 24WX84H	FLUSH	1	Ea.	\$118.25	\$118.25
20	ASS722406AA	Slope Top Starter 72Wx24Dx06H	(blank)	1	Ea.	\$153.25	\$153.25
21	ASA722406AA	Slope Top Adder 72Wx24Dx06H	(blank)	1	Ea.	\$89.25	\$89.25
22	16-613 (C, L, R-_01)	HVAC Chimney 24 X 24 X 24	Combination Left, Right and Dual Entry, Quantity: TBD	7	Ea.	\$175.00	\$1,225.00
23	Wardrobe Closure	Custom Closure Fill Pieces w/ extention to mirrow WBD		2	Ea.	\$250.00	\$500.00
24	NON SWORN LKRS	-----	-----	1		\$0.00	\$0.00
25	VLK15247201	Visitor Lkr 15W X 24D X 72H	Combo, Single Tier, Shelf, dbl prong hook at shelf, hooks at side	4	Ea.	\$480.00	\$1,920.00
26	VLB152404AA	Visitor Lkr Base 15Wx24Dx04H	4" High Base, 24D	4	Ea.	\$51.00	\$204.00
27	VSS602406AA	Visitor Slope St 60W X 24D X06H	24D Slope Top Starter for 4 wide bank of VLK152472	1	Ea.	\$180.00	\$180.00
28	VLK15187202	Visitor Lkr 15W X 18D X 72H	Combo, Double Tier	11	Ea.	\$550.00	\$6,050.00
29	VLB151804AA	Visitor Lkr Base 15Wx18Dx04H	4" High Base, 18D	11	Ea.	\$45.00	\$495.00
30	VEP180072LAA	Visitor Ep 18W X 72H Left	Acl0047L	1	Ea.	\$85.00	\$85.00
31	VEP180072RAA	Visitor Ep 18W X 72H Right	Acl0047R	2	Ea.	\$85.00	\$170.00
32	VSS601806AA	Visitor Slope St 60W X 18D X06H	Acl0043	2	Ea.	\$167.00	\$334.00
33	VSA601806AA	Visitor Slope Add 60Wx18Dx06H	Acl0045	1	Ea.	\$144.00	\$144.00
34	VLK15217201	Visitor Lkr 15W X 21D X 72H	21D, Combo, Single Tier, Shelf, dbl prong hook at shelf, hooks at side	14	Ea.	\$580.00	\$8,120.00

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Line #	Part Number	Product	Description	Qty	UOM	Unit Price	Ext. Price
35	VLB152104AA	Visitor Lkr Base 15Wx21Dx04H	4" High Base, 21D	14	Ea.	\$65.00	\$910.00
36	VEP210072LAA	Visitor Ep 21W X 72H Left	21D L End Panel	1	Ea.	\$120.00	\$120.00
37	VEP210072RAA	Visitor Ep 21W X 72H Right	21D R End Panel	1	Ea.	\$120.00	\$120.00
38	IKTMIRRORAA	Infinity Mirror @ Full HT locations	Magnetic Mirror at door interior	18	Ea.	\$8.00	\$144.00
39	VSS602106AA	Visitor Slope St 60W X 21D X06H	21D, Slope Top Starter	1	Ea.	\$205.00	\$205.00
40	VSA602106AA	Visitor Slope Add 60Wx21Dx06H	21D, Slope Top Adder	1	Ea.	\$150.00	\$150.00
41	INSTALL	-----	-----	1		\$0.00	\$0.00
42	INSTALLATION LABOR	c/o PAN IND.	Receive, material handling, Install Lockers per plan, level and anchor as needed, electrical and bench tops, slope tops, chimneys, custom fill trim, field cutting	1	Lot.	\$15,000.00	\$15,000.00
Freight Charge							\$8,190.00
Total Price							\$124,216.00

Notes: V3 quote adds GSA contract # as reference

V2 quote adds 18 mirrors for the full height Non Sworn Lockers

-Chimney count of 7 based on direction from OMTA. See attached supplemental "locker room mech and elec.pdf" doc

-Bench length counts take into consideration field cutting at men's room island to account for a continuous run at the closure fill pieces both sides of island.

Freight - Estimated 2 full 53', 1 partial

Estimated lead time: 12 weeks

Project requires coordination for both electrical and hvac requirements.

-Quote for chimney tied to slope tops is based on 7 locations.

-Contractor responsible for entry cable connections for modular plug and play components.

Installation services provided by Tiffin Metal c/o subcontractor PAN Industries (Fort Worth, TX)

GSA Contract No.: GS-27F-0040X (ends: April 26, 2021) MAS Schedule/SIN: 71/71 309

Manufacturer: Tiffin Metal Products

Made In: United States of America

Accepted By: _____

Date: _____

LIMITED WARRANTY

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TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: January 17, 2017

FROM: Kenneth Parr, Director of Public Works

ITEM: Consider approval of Amendment No. 3 to the Fiscal Year 2016-2017 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2016-2017 Capital Improvement Program (CIP) Amendment No. 2 was approved by Town Council on November 7, 2016. Amendment No. 3 is proposed to reduce funding to the General Fund and the Utility Fund budgets. The proposed CIP Amendment No. 2 for FY 2016-2017 would increase the currently adopted General Fund budgeted expenditures from \$32,952,785, to \$33,239,049 and the Utility Fund budgeted expenditures from \$17,150,000 to \$14,650,000.

FISCAL IMPACT:

Proposed CIP:

FY 2016-2017:	General Capital Projects	\$33,339,049
	Utility Capital Projects	\$14,650,000

Five-Year CIP Plan:	General Capital Projects	\$198,498,612
	Utility Capital Projects	\$155,025,190

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2016-2017 CIP Amendment No. 3 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

RECOMMENDATION: Move to approve Amendment No. 3 to the Fiscal Year 2016-2017 Capital Improvement Program.

Project Modification Listing
CIP Amendment 3

Facilities

The following was approved by Council 12-19-16

- Land (Old Settlers/Peters Colony and Log Cabin) - add \$30,000 of funding for the Master Plan Design, of the Gibson-Grant Log Cabin and Homestead land, with \$15,000 (50%) to be reimbursed by the Texas Historical Commission-Texas Preservation Trust Fund Grant

Parks

The following changes were approved by the CDC Board on 11-28-16

- Heritage Park of Flower Mound Phase III - increase budget by \$856,264 to cover increased costs based on the engineer's estimates of the final design
- Heritage Park of Flower Mound Phase IV - adjust funding for design only, this fiscal year, and increase next Fiscal Year's funding by estimated market increase, to be finalized after design
- Rheudasil Park Amenities - adjust funding for design only in fiscal year 2018-19, and increase the following Fiscal Year's funding by estimated market increase, to be finalized after design
- The balance of the Park project modifications, do not impact the project budgets, however they do adjust the fiscal year timings, to balance the annual total budget impacts.

Water

- High Road Water Line Replacement Phase I - due to design complexities, staff recommends deferring debt sale of \$2,750,000 to next Fiscal Year
- Western O&M (Temporary Fire Station No. 6) - Increase funding to cover additional requirements by \$250,000 of Debt

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 3
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STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000	-	1,085,000	170,000	465,000	150,000	150,000	150,000	-
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	-	500,000	-	-	-	-	-	500,000	500,000	0	-	-	-	-	-	-	-	-	-
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000	-	2,5	-	-	300,000	-	300,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000	-	-	-	-	-	-	-	-
FM 407 (TxDot)	177,889	-	-	-	-	-	-	177,889	177,889	1,2	-	-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	400,000	-	-	400,000	200,000	0,2	-	-	200,000	-	-	-	200,000	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	120,000	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-	-	2,682,000	-	-	-	-	-	2,682,000
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	1,400,000	-	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-	-	40,000	-	-	40,000	-	-	-
Lakeside Eastbound Right Turn Lane at Home Depot **	-	250,000	-	-	-	-	-	250,000	-	2,5	-	-	250,000	250,000	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	-	6,500,000
McKamy Creek Turn Lane at Flower Mound Rd **	350,000	-	-	-	-	-	-	350,000	-	0,2	350,000	-	-	-	-	-	-	-	-
Morris/Gerault Improvement Phase II (FM 407 - 3040)	399,844	-	-	-	4,851,480	-	-	5,251,324	5,251,324	0,5	-	-	-	-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-	-	-	-	-	-	-	-	-
Roadway Amenities	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000	-	450,000	90,000	90,000	90,000	90,000	90,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000	-	-	-	-	-	-	-	-
Sidewalk Links **	661,000	-	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-	-
Skilern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-	-	880,000	-	880,000	-	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000	-	-	-	-	-	-	-	-
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000	-	200,000	200,000	-	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-	-
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-	-	600,000	600,000	-	-	-	-	-
SUBTOTAL	\$ 17,650,398	\$ 10,134,674	\$ 3,935,000	\$ 7,300,250	\$ 5,611,480	\$ 2,703,000	\$ 21,383,337	\$ 68,718,139	\$ 45,584,875		\$ 6,256,264	\$ -	\$ 16,877,000	\$ 1,960,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000

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

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TOWN OF FLOWER MOUND

SUMMARY OF FIVE YEAR CIP PLAN

FY 2016-2017

Amendment 3

01/17/2017

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000	-	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	290,000	70,000	2	220,000	-	-	-	-	-	-	-	-
FM 2499 at College Parkway	230,000	-	-	-	-	-	-	230,000	230,000	0,2,7	-	-	-	-	-	-	-	-	-
FM 2499 at Silveron	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-	-	-	-	-	-	-	-	-
FM 407 at Browning	25,000	-	-	-	-	-	-	25,000	25,000	2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000	-	625,000	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	-	500,000	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	25,000	225,000	-	-	-	-	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,135,000	\$ 390,000	\$ 350,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,470,000	\$ 2,655,000		\$ 690,000	\$ -	\$ 1,125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 75,000	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	3,400,000	-	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Upton Vista) **	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Upton Vista to Lake Shore) **	-	-	-	-	-	2,000,000	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	600,000	-	-	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	1,162,000	-	-	-	-	-	1,400,000	1,400,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	-	2,800,000	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	525,000	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	1,400,000	2,200,000	-	-	-	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	765,000	585,000	-	-	-	-	-	1,350,000	1,350,000	8	-		-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	95,000	1,205,000	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,948,000	\$ 3,752,000	\$ 2,000,000	\$ 2,600,000	\$ 3,000,000	\$ 2,000,000	\$ 7,306,000	\$ 27,606,000	\$ 27,606,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*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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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-		-		2,235,000		-	-	-	-	-	2,235,000
Fire Station No. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2,4	-		-		980,000		980,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-		-		6,800,000		-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-		-		5,350,000		-	300,000	5,050,000	-	-	-
Land (Old Settlers and Peters Colony)	-	1,100,000	-	-	-	-	-	1,100,000		2	-		-		1,100,000		1,100,000	-	-	-	-	-
Land (Old Settlers/Peters Colony and Log Cabin)	-	1,130,000	-	-	-	-	-	1,130,000	30,000	1,2	-		-		1,100,000		1,100,000	-	-	-	-	-
Library Expansion**	-	-	10,900,000	-	-	-	-	10,900,000	10,900,000	2,7	-		-		-		-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2,4	-		-		1,760,000		1,760,000	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-		-		-		-	-	-	-	-	-
Town Hall **	-	10,000,000	5,000,000	-	-	-	-	15,000,000		2,7	-		-		15,000,000		10,000,000	5,000,000	-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 7,248,000	\$ 15,094,375	\$ 16,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 62,627,375	\$ 29,402,375		\$ -		\$ -		\$ 33,225,000		\$ 13,840,000	\$ 5,300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000
SUBTOTAL	\$ 7,248,000	\$ 15,124,375	\$ 16,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 62,657,375	\$ 29,432,375		\$ -		\$ -		\$ 33,225,000		\$ 13,840,000	\$ 5,300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
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3. Escrow
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6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2017-18 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **			1,200,000					1,200,000	1,200,000	8											
2016-17 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											
2018-19 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											
2019-20 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											
2020-231Playground 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											
Bakersfield Park Restroom				400,000				400,000	400,000	8											
Counmunity Activity Center Improvements		257,000						257,000		2				257,000	257,000						
Cortadera Park Pond	145,000							145,000	145,000	8											
Equestrian Trail Head							400,000	400,000	400,000	8											
Equestrian Trails							500,000	500,000	500,000	8											
Green Acres Memorial Farm							2,200,000	2,200,000	2,200,000	8											
Heritage Park of Flower Mound Phase II	2,590,000							2,590,000	2,590,000	8,6											
Heritage Park of Flower Mound Phase III	200,000	1,124,736						1,324,736	1,324,736	8											
Heritage Park of Flower Mound Phase III	200,000	1,981,000						2,181,000	2,181,000	8											
Heritage Park of Flower Mound Phase IV		2,000,000						2,000,000	2,000,000	8											
Heritage Park of Flower Mound Phase IV		200,000	2,200,000					2,400,000	2,400,000	8											
Indian Blanket Trail Connections							2,000,000	2,000,000	2,000,000	8											
Individual Park Improvements	1,110,000	50,000						1,160,000	1,160,000	8											
Log Cabin Property Purchase	454,098							454,098	454,098	2											
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000		660,000	660,000	2,6,8											
Park and Trails Master Plan	200,000							200,000	200,000	2,6											
Pink Evening Primrose Trails (Section 1 & 3)	800,000							800,000	800,000	2,6											
Pink Evening Primrose Trail Connections					600,000			600,000	600,000	2,6											
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 Park Amenities	200,000			200,000	1,600,000			2,000,000	2,000,000	2,8											
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	3,300,000							3,300,000	1,250,000	8	2,050,000										
Tennis Center					2,000,000			2,000,000	2,000,000	8											
Texas Yellow Star Trail Connections							850,000	850,000	850,000	8											
Twin Coves Park - Improvements	3,800,000	100,000						3,900,000	800,000	2,8	3,100,000										
White Lazy Daisy Trail Connections							100,000	100,000	100,000	8											
SUBTOTAL	\$ 13,609,098	\$ 3,581,736	\$ 1,650,000	\$ 1,015,600	\$ 3,650,000	\$ 1,650,000	\$ 7,800,000	\$ 32,956,434	\$ 27,549,434		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 13,609,098	\$ 3,838,000	\$ 2,250,000	\$ 2,250,000	\$ 4,250,000	\$ 1,650,000	\$ 7,200,000	\$ 35,047,098	\$ 29,640,098		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		256,264						2,090,664													
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 32,952,785	\$ 24,135,000	\$ 16,605,850	\$ 18,886,480	\$ 6,478,000	\$ 50,729,337	\$ 196,377,948	\$ 132,797,684		\$ 12,096,264	\$ -	\$ 51,484,000	\$ 16,182,000	\$ 8,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000		
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 33,239,049	\$ 24,735,000	\$ 17,840,250	\$ 19,486,480	\$ 6,478,000	\$ 50,129,337	\$ 198,498,612	\$ 134,918,348		\$ 12,096,264	\$ -	\$ 51,484,000	\$ 16,182,000	\$ 8,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000		

** Project Includes ADA Improvements

- Other Sources
0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0.2	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0.2	50,000	-	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	-	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-Inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0.2	1,050,000	-	1,210,000	650,000	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0.3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0.5	-	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0.2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0.2	-	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	0.2	-	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0.2	-	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0.2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0.2,7	-	-	600,000	-	600,000	-	-	-	-
FM 2499 12-Inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0.2,5	740,000	-	-	-	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	550,000	-	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0.2	-	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement Phase I	-	3,100,000	-	-	-	-	-	3,100,000	-	2	-	-	3,100,000	3,100,000	-	-	-	-	-
High Road Water Line Replacement Phase I	-	350,000	2,750,000	-	-	-	-	3,100,000	-	2	-	-	3,100,000	350,000	2,750,000	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	2	-	-	2,600,000	-	2,600,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0.2	50,000	-	2,310,000	-	-	-	-	-	2,310,000
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	1,270,000	-	-	-	-	1,305,000	305,000	0.2	-	-	1,000,000	-	1,000,000	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0.2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	50,000	320,000	-	-	-	-	370,000	370,000	0.2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0.2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0.2	-	-	880,000	-	-	-	-	-	880,000
Long Prairie 12-Inch Water Line	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0.2,5	855,000	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0.2	-	-	3,000,000	-	-	-	-	-	3,000,000
Morris Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0.2	-	-	6,770,000	-	-	-	-	-	6,770,000
Morris Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0.2	-	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2.5	300,000	-	-	-	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	330,000	270,000	1,500,000	-	-	-	-	2,100,000	330,000	0.2,5	-	-	1,770,000	270,000	1,500,000	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0.2	-	-	260,000	-	-	-	-	-	260,000
Rippy Road Water line Improvements (FM 2499-Waketon)	-	730,000	-	-	-	-	-	730,000	330,000	0.2	-	-	400,000	400,000	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0.2	-	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	2	300,000	-	1,000,000	1,000,000	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	-	-	2,120,000	-	-	2,120,000	300,000	0.2	-	-	1,820,000	-	-	-	1,820,000	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0.2	-	-	4,890,000	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	300,000	-	-	-	-	-	350,000	-	1.2	50,000	-	300,000	300,000	-	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	560,000	-	-	-	-	-	560,000	60,000	2	-	-	500,000	500,000	-	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	-	120,000
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0.2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0.2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0.2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0.2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0.2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	0.2	-	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0.2	-	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0.2	-	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0.2	-	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6) **	975,000	-	-	-	-	-	-	975,000	975,000	2	-	-	-	-	-	-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6) **	975,000	250,000	-	-	-	-	-	1,225,000	975,000	2	-	-	250,000	250,000	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-

SUBTOTAL	\$ 12,873,405	\$ 9,745,000	\$ 10,955,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 83,884,405	\$ 18,470,905		\$ 6,305,000	\$ -	\$ 59,108,500	\$ 8,380,000	\$ 7,090,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500
SUBTOTAL	\$ 12,873,405	\$ 7,245,000	\$ 13,705,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,134,405	\$ 18,470,905		\$ 6,305,000	\$ -	\$ 59,358,500	\$ 8,880,000	\$ 9,840,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500

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

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STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	75,000	-	-	-	-	-	75,000	75,000	2	-		-		-	-	-	-	-	-	-
Bakers Branch Stabilization at 621 Somerset	-	-	150,000	-	-	-	-	150,000	150,000	2	-		-		-	-	-	-	-	-	-
Bakers Branch Stabilization at 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-		-		-	-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	20,000	-	-	-	-	-	20,000	20,000	1,2	-		-		-	-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-		-		-	-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-		-		-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-	-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	20,000	-		-	-	-	-	20,000	20,000	2	-		-		-	-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	32,500	-	-	-	-	-	-	32,500	32,500	2	-		-		-	-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	150,000	150,000	200,000	500,000	500,000	2	-		-		-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	100,000	150,000	150,000	-	400,000	400,000	2	-		-	-	-	-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-		-	100,000	100,000	2	-		-		-	-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 190,000	\$ 250,000	\$ 100,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 2,170,000	\$ 2,170,000		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** 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)
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Attachment 2

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Collector Phase II (Lexington to Gerault)	-	1,700,000	-	-	-	-	-	1,700,000	200,000	0.2	-	-	-	1,500,000	-	1,500,000	-	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	-	250,000	250,000	-	-	-	-	-	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	2,400,000	-	-	-	2,400,000	400,000	0.2,3,5	-	-	-	2,000,000	-	-	2,000,000	-	-	-	-
Lift Station Improvements and Decommissioning	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	-	1,400,000	1,400,000	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	-	330,000	-	-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	905,000	-	-	-	-	905,000	-	0.2	-	-	-	905,000	905,000	-	-	-	-	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	-	3,150,000	-	-	-	3,150,000	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	-	2,500,000	-	-	-	-	-	-	2,500,000
Riverwalk Collector (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	0.2,3,5	-	-	-	2,370,000	-	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	-	380,000	-	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	-	300,000	-	-	-	-	-	-	300,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	2,100,000	-	-	-	-	-	2,510,000	410,000	0.2	-	-	-	2,100,000	2,100,000	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	-	2,750,000	350,000	2,400,000	-	-	-	-	-
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	75,000	-	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	800,000	6,000,000	-	-	-	-	6,800,000	-	2	-	-	-	6,800,000	800,000	6,000,000	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	-	13,000,000	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	-	305,000	-	305,000	-	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	-	720,000	-	-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	-	410,000	-	-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	-	780,000	-	-	-	-	-	-	780,000
Woodbine Street Sewer Line	-	500,000	-	-	-	-	-	500,000	200,000	2	-	-	-	300,000	300,000	-	-	-	-	-	-
SUBTOTAL	\$ 19,145,785	\$ 7,215,000	\$ 10,285,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 68,720,785	\$ 8,210,785		\$ 14,810,000	\$ -	\$ -	\$ 45,700,000	\$ 6,700,000	\$ 9,805,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000	
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 17,150,000	\$ 21,490,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 154,775,190	\$ 28,851,690		\$ 21,115,000	\$ -	\$ -	\$ 104,808,500	\$ 15,080,000	\$ 16,895,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500	
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 14,650,000	\$ 24,240,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 155,025,190	\$ 28,851,690		\$ 21,115,000	\$ -	\$ -	\$ 105,058,500	\$ 12,580,000	\$ 19,645,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500	

** Project Includes ADA Improvements

Other Sources

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

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STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000	-	1,085,000	170,000	465,000	150,000	150,000	150,000
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	-	500,000	-	-	-	-	-	500,000	500,000	0	-	-	-	-	-	-	-	-
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000	-	2,5	-	-	300,000	-	300,000	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000	-	-	-	-	-	-	-
FM 407 (TxDot)	177,889	-	-	-	-	-	-	177,889	177,889	1,2	-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	400,000	-	-	400,000	200,000	0,2	-	-	200,000	-	-	200,000	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	120,000	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-	-	2,682,000	-	-	-	-	2,682,000
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	1,400,000	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-	-	40,000	-	-	40,000	-	-
Lakeside Eastbound Right Turn Lane at Home Depot **	-	250,000	-	-	-	-	-	250,000	-	2,5	-	-	250,000	250,000	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	6,500,000
McKamy Creek Turn Lane at Flower Mound Rd **	350,000	-	-	-	-	-	-	350,000	-	0,2	350,000	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	399,844	-	-	-	4,851,480	-	-	5,251,324	5,251,324	0,5	-	-	-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-	-	-	-	-	-	-	-
Roadway Amenities	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000	-	450,000	90,000	90,000	90,000	90,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000	-	-	-	-	-	-	-
Sidewalk Links **	661,000	-	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-	-	880,000	-	880,000	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000	-	-	-	-	-	-	-
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000	-	200,000	200,000	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-	-	600,000	600,000	-	-	-	-

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

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE						
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026	
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000		-		-		-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	290,000	70,000	2	220,000		-		-		-	-	-	-	-	-
FM 2499 at College Parkway	230,000	-	-	-	-	-	-	230,000	230,000	0,2,7	-		-		-		-	-	-	-	-	-
FM 2499 at Silveron	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-		-		-		-	-	-	-	-	-
FM 407 at Browning	25,000	-	-	-	-	-	-	25,000	25,000	2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-		-		-		-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-		-		-		-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000		-		625,000		125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-		-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	25,000	225,000	-	-	-	-	250,000	250,000	0,2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL								\$ 4,470,000	\$ 2,655,000		\$ 690,000		\$ -		\$ 1,125,000		\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 75,000	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	3,400,000	-	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Upton Vista) **	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Upton Vista to Lake Shore) **	-	-	-	-	-	2,000,000	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	600,000	-	-	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	1,162,000	-	-	-	-	-	1,400,000	1,400,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	-	2,800,000	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	525,000	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	1,400,000	2,200,000	-	-	-	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	765,000	585,000	-	-	-	-	-	1,350,000	1,350,000	8	-		-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	95,000	1,205,000	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,948,000	\$ 3,752,000	\$ 2,000,000	\$ 2,600,000	\$ 3,000,000	\$ 2,000,000	\$ 7,306,000	\$ 27,606,000	\$ 27,606,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026										2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-		-		2,235,000		-	-	-	-	-	2,235,000
Fire Station No. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2,4	-		-		980,000		980,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-		-		6,800,000		-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-		-		5,350,000		-	300,000	5,050,000	-	-	-
Land (Old Settlers/Peters Colony and Log Cabin)	-	1,130,000	-	-	-	-	-	1,130,000	30,000	1,2	-		-		1,100,000		1,100,000	-	-	-	-	-
Library Expansion**	-	-	10,900,000	-	-	-	-	10,900,000	10,900,000	2,7	-		-		-		-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2,4	-		-		1,760,000		1,760,000	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-		-		-		-	-	-	-	-	-
Town Hall **	-	10,000,000	5,000,000	-	-	-	-	15,000,000		2,7	-		-		15,000,000		10,000,000	5,000,000	-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 7,248,000	\$ 15,124,375	\$ 16,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 62,657,375	\$ 29,432,375		\$ -		\$ -		\$ 33,225,000		\$ 13,840,000	\$ 5,300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000

*General Obligation Bonds
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
2016-17 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	1,200,000	-	-	-	-	-	1,200,000	1,200,000	8	-		-		-		-	-	-	-	-
2018-19 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-
2019-20 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	600,000	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-
2020-21 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	600,000	-	600,000	600,000	8	-		-		-		-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-	-
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-
Bluebonnet Trail Connections **	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-
Coumunity Activity Center Improvements	-	257,000	-	-	-	-	-	257,000	-	2	-		-		257,000		257,000	-	-	-	-
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-		-		-		-	-	-	-	-
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-		-		-		-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-		-		-		-	-	-	-	-
Heritage Park of Flower Mound Phase II	2,590,000	-	-	-	-	-	-	2,590,000	2,590,000	8,6	-		-		-		-	-	-	-	-
Heritage Park of Flower Mound Phase III	200,000	1,981,000	-	-	-	-	-	2,181,000	2,181,000	8	-		-		-		-	-	-	-	-
Heritage Park of Flower Mound Phase IV	-	200,000	2,200,000	-	-	-	-	2,400,000	2,400,000	8	-		-		-		-	-	-	-	-
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-
Individual Park Improvements	1,110,000	50,000	-	-	-	-	-	1,160,000	1,160,000	8	-		-		-		-	-	-	-	-
Log Cabin Property Purchase	454,098	-	-	-	-	-	-	454,098	454,098	2	-		-		-		-	-	-	-	-
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000	-	660,000	660,000	2,6,8	-		-		-		-	-	-	-	-
Park and Trails Master Plan	200,000	-	-	-	-	-	-	200,000	200,000	2,6	-		-		-		-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2,6	-		-		-		-	-	-	-	-
Pink Evening Primrose Trail Connections	-	-	-	600,000	-	-	-	600,000	600,000	2,6	-		-		-		-	-	-	-	-
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-		-		-		-	-	-	-	-
Rheudasil Park Amenities	200,000	-	-	200,000	1,600,000	-	-	2,000,000	2,000,000	2,8	-		-		-		-	-	-	-	-
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	3,300,000	-	-	-	-	-	-	3,300,000	1,250,000	8	2,050,000		-		-		-	-	-	-	-
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-		-		-		-	-	-	-	-
Twin Coves Park - Improvements	3,800,000	100,000	-	-	-	-	-	3,900,000	800,000	2,8	3,100,000		-		-		-	-	-	-	-
White Lazy Daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-		-		-		-	-	-	-	-
SUBTOTAL	\$ 13,609,098	\$ 3,838,000	\$ 2,250,000	\$ 2,250,000	\$ 4,250,000	\$ 1,650,000	\$ 7,200,000	\$ 35,047,098	\$ 29,640,098		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 33,239,049	\$ 24,735,000	\$ 17,840,250	\$ 19,486,480	\$ 6,478,000	\$ 50,129,337	\$ 198,498,612	\$ 134,918,348		\$ 12,096,264	\$ -	\$ 51,484,000	\$ 16,182,000	\$ 8,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000		

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

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

3. Escrow

4. Decision Package

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TOWN OF FLOWER MOUND
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0,2	50,000	-	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	-	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-Inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0,2	1,050,000	-	1,210,000	650,000	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0,3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0,5	-	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0,2	-	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	0,2	-	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0,2	-	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0,2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0,2,7	-	-	600,000	-	600,000	-	-	-	-
FM 2499 12-Inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0,2,5	740,000	-	-	-	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	550,000	-	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0,2	-	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement Phase I	-	350,000	2,750,000	-	-	-	-	3,100,000	-	2	-	-	3,100,000	350,000	2,750,000	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	-	-	-	2,600,000	-	2,600,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0,2	50,000	-	2,310,000	-	-	-	-	-	2,310,000
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0,2	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	1,270,000	-	-	-	-	1,305,000	305,000	0,2	-	-	1,000,000	-	1,000,000	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	50,000	320,000	-	-	-	-	370,000	370,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0,2	-	-	880,000	-	-	-	-	-	880,000
Long Prairie 12-Inch Water Line	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0,2,5	855,000	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0,2	-	-	3,000,000	-	-	-	-	-	3,000,000
Morriiss Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0,2	-	-	6,770,000	-	-	-	-	-	6,770,000
Morriiss Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0,2	-	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2,5	300,000	-	-	-	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	330,000	270,000	1,500,000	-	-	-	-	2,100,000	330,000	0,2,5	-	-	1,770,000	270,000	1,500,000	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0,2	-	-	260,000	-	-	-	-	-	260,000
Rippy Road Water line Improvements (FM 2499-Waketon)	-	730,000	-	-	-	-	-	730,000	330,000	0,2	-	-	400,000	400,000	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0,2	-	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	2	300,000	-	1,000,000	1,000,000	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	-	-	2,120,000	-	-	2,120,000	300,000	0,2	-	-	1,820,000	-	-	-	1,820,000	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0,2	-	-	4,890,000	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	300,000	-	-	-	-	-	350,000	-	1,2	50,000	-	300,000	300,000	-	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	560,000	-	-	-	-	-	560,000	60,000	2	-	-	500,000	500,000	-	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	-	120,000
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0,2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0,2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	-	760,000	-	0,2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0,2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0,2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	0,2	-	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0,2	-	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0,2	-	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0,2	-	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6) **	975,000	250,000	-	-	-	-	-	1,225,000	975,000	2	-	-	250,000	250,000	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 12,873,405	\$ 7,245,000	\$ 13,705,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,134,405	\$ 18,470,905		\$ 6,305,000	\$ -	\$ 59,358,500	\$ 5,880,000	\$ 9,840,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500

** Project Includes ADA Improvements

Other Sources

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 3
01/17/2017

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	75,000	-	-	-	-	-	75,000	75,000	2	-	-	-	-	-	-	-	-
Bakers Branch Stabilization at 621 Somerset	-	-	150,000	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-
Bakers Branch Stabilization at 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	20,000	-	-	-	-	-	20,000	20,000	1,2	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-	-	-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-	-	-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	32,500	-	-	-	-	-	-	32,500	32,500	2	-	-	-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	150,000	150,000	200,000	500,000	500,000	2	-	-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	100,000	150,000	150,000	-	400,000	400,000	2	-	-	-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 190,000	\$ 250,000	\$ 100,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 2,170,000	\$ 2,170,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

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

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Collector Phase II (Lexington to Gerault)	-	1,700,000	-	-	-	-	-	1,700,000	200,000	0.2	-	-	-	1,500,000	1,500,000	-	-	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	-	250,000	-	250,000	-	-	-	-	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	2,400,000	-	-	-	2,400,000	400,000	0.2,3,5	-	-	-	2,000,000	-	-	2,000,000	-	-	-	-
Lift Station Improvements and Decommissioning	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	-	1,400,000	1,400,000	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	-	330,000	-	-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	905,000	-	-	-	-	905,000	-	0.2	-	-	-	905,000	-	905,000	-	-	-	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	-	3,150,000	-	-	-	3,150,000	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	-	2,500,000	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	-	200,000	-	-	-	-	-	-	200,000
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.2,3,5	-	-	-	2,370,000	-	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	-	380,000	-	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	-	300,000	-	-	-	-	-	-	300,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	2,100,000	-	-	-	-	-	2,510,000	410,000	0.2	-	-	-	2,100,000	2,100,000	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	-	2,750,000	350,000	2,400,000	-	-	-	-	-
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	75,000	-	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	800,000	6,000,000	-	-	-	-	6,800,000	-	2	-	-	-	6,800,000	800,000	6,000,000	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	-	13,000,000	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	-	305,000	-	-	305,000	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	-	720,000	-	-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	-	410,000	-	-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	-	780,000	-	-	-	-	-	-	780,000
Woodbine Street Sewer Line	-	500,000	-	-	-	-	-	500,000	200,000	2	-	-	-	300,000	300,000	-	-	-	-	-	-
SUBTOTAL	\$ 19,145,785	\$ 7,215,000	\$ 10,285,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 68,720,785	\$ 8,210,785		\$ 14,810,000	\$ -	\$ 45,700,000	\$ 6,700,000	\$ 9,805,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000		
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 14,650,000	\$ 24,240,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 155,025,190	\$ 28,851,690		\$ 21,115,000	\$ -	\$ 105,058,500	\$ 12,580,000	\$ 19,645,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500		

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

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

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: January 17, 2017

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: Consider approval of an amended Professional Services Contract with Promoter Line, Inc. to extend the terms of the contract and provide the necessary authority to increase the event budget, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On November 2, 2013, Town Council approved a contract with Promoter Line, Inc. (PLI) to provide professional event production and planning services related to the Independence Fest. PLI was selected by staff due to their previous experience with the Town, other municipalities, and the quality of special events produced in the area. PLI has worked with numerous cities including Lewisville, Grapevine, Ft. Worth, Southlake, Mesquite, and Addison.

PLI has done an excellent job over the last eight years working with the Town to produce the Wild About Flower Mound Festival (2009 & 2010) and the Independence Fest (2011, 2012 & 2013), at Bakersfield Park. Last year's celebration was the largest to date, with over 20,000 spectators coming to help the Town celebrate the country's independence. Attendees enjoyed food vendors, exhibitors, a huge kid's play area, a car show, and great live music headlined by Loverboy.

Overall, PLI handles most aspects of organizing and managing the festival as noted in the executed contract from 2013. The proposed amendment will extend the terms of the contract by adding four additional one year terms and will provide the necessary authority to PLI to secure entertainment for the event at a cost that exceeds the event funds upon the written request of the Town Manager.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENT:

1. Proposed Amendment to Contract
2. Executed Contract

RECOMMENDATION: Move to approve an amended Professional Services Contract with Promoter Line, Inc. to extend the terms of the contract and provide the necessary authority to increase the event budget, and authorization for the Mayor to execute same on behalf of the Town.

FIRST AMENDED PROFESSIONAL SERVICES CONTRACT

THIS FIRST AMENDED PROFESSIONAL SERVICES CONTRACT is entered into on this ____ day of _____, 2017, 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 Town Manager or his designee, and PROMOTER LINE, INC., whose address is 4218 Gateway Drive, Suite 140, Colleyville, Texas, 76034 (hereinafter referred to as "CONSULTANT").

WHEREAS, TOWN and CONSULTANT entered into a Professional Services Contract on December 2, 2013 ("Contract") under which CONSULTANT provides professional Promoter/Producer Services for the TOWN'S Independence Fest Event; and

WHEREAS, the parties wish to amend the Contract to provide CONSULTANT with additional authority to expend additional Event Funds with the approval of the Town Manager, or his designee; and

WHEREAS, the parties further wish to amend the Contract to extend its term.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

I.

Section II "Scope of Services" of the Contract is amended to read as follows:

The Services to be performed by CONSULTANT include the Services listed in Exhibit A, attached hereto and incorporated by reference as if written word for word. In the event of discrepancy or conflict between Exhibit A and this Contract, this Contract shall be binding and control. Deviations from this scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

Consistent with the Services identified in Exhibit A, the TOWN will pay CONSULTANT the amount budgeted for the Event in an amount not to exceed One Hundred Sixty-Three Thousand Seven Hundred and 00/100 Dollars (\$163,700.00) for the Event ("Event Funds"). The Event Funds shall be paid on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$20,462.50 and thereafter on or about the 1st of each month with final payment to be made in the amount of \$20,462.50 on the first day of the Independence Fest event. CONSULTANT shall use said Event Funds for the Event purposes identified in Exhibit A other than CONSULTANT's Fee, which Fee is provided for in section III. If additional services are requested, CONSULTANT will not initiate work on such additional services until authorized by the Town Manager, in writing, to proceed.

TOWN AND CONSULTANT agree that if requested and approved by TOWN in writing from the Town Manager, CONSULTANT shall have the authority to secure entertainment for the Event at a cost that exceeds the Event Funds. In no event shall CONSULTANT have the authority to exceed the Event Funds by more than Fifty Thousand and 00/100 Dollars

(\$50,000.00). CONSULTANT shall invoice the TOWN for the final amount of the approved additional entertainment expenses upon execution of the contract with the entertainer, and shall invoice the TOWN for additional fees related to the entertainer's rider within 60 days of the Event.

CONSULTANT shall collect any and all monies due and payable to the TOWN for participation in the Event and shall turn such monies over to the TOWN within fourteen (14) days of receipt. All participants shall be required to make their check or money order payable to the TOWN. Further, CONSULTANT shall meet regularly with Town as directed by TOWN to discuss the Event budget and expenses, provide to TOWN updated budget spreadsheets and receipts for all expenses incurred for the Event and paid on behalf of the TOWN, and make such expenditures as are authorized and required for the proper functioning of the Event within the parameters of the funding approved by the TOWN Council for such purpose.

II.

Section IV "Term" of the Contract is amended to read as follows:

The Term of this Contract shall be twelve months beginning December 2, 2016 and ending December 1, 2017. This Contract may be automatically renewed for up to four (4) additional one (1) year terms upon the written request of the TOWN no less than thirty (30) days prior to the end of the then current term. Otherwise, this Contract shall automatically terminate upon the conclusion of the then effective term.

III.

All other terms and conditions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

TOWN OF FLOWER MOUND, TEXAS

By: _____
Thomas E. Hayden, Mayor

ATTEST:

PROMOTER LINE, INC.

By: _____
Jerry Thompson, President

By: _____
Theresa Scott, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for The Town of Flower Mound, Denton County, Texas, on this day personally appeared Thomas E. Hayden, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the Town of Flower Mound and that he is authorized to execute the foregoing instrument as the act of such Town for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for PROMOTER LINE, INC., Tarrant County, Texas, on this day personally appeared Jerry Thompson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the President of Promoter Line, Inc. and that he is authorized to execute the foregoing instrument as the act of such Town for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on this 2ND day of DECEMBER, 2013, 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 Town Manager or his designee, and **PROMOTER LINE, INC.**, whose address is 4218 Gateway Drive, Suite 140, Colleyville, Texas, 76034 (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, TOWN desires to obtain professional services relative to acting as a Promoter/Producer for the TOWN's Independence Fest event and Children's Activity Area at Parade ("Event"), which professional services are hereinafter referred to as "Services"; and

WHEREAS, CONSULTANT is qualified to provide such Services and is willing to undertake such Services for TOWN in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT 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 its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

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 consultants, and that the doctrine of respondeat superior shall not apply between TOWN and CONSULTANT, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

II.

Scope of Services

The Services to be performed by CONSULTANT include the Services listed in Exhibit A, attached hereto and incorporated by reference as if written word for word. In the event of discrepancy

or conflict between Exhibit A and this Contract, this Contract shall be binding and control. Deviations from this scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

Consistent with the Services identified in Exhibit A, the TOWN will pay CONSULTANT the amount budgeted for the Event in an amount not to exceed One Hundred Sixty-Three Thousand Seven Hundred and 00/100 Dollars (\$163,700.00) for the Event ("Event Funds"). The Event Funds shall be paid on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$20,462.50 and thereafter on or about the 1st of each month with final payment to be made in the amount of \$20,462.50 on the first day of the Independence Fest event. CONSULTANT shall use said Event Funds for the Event purposes identified in Exhibit A other than CONSULTANT's Fee, which Fee is provided for in section III. If additional services are requested, CONSULTANT will not initiate work on such additional services until authorized by the Town Manager, in writing, to proceed.

CONSULTANT shall collect any and all monies due and payable to the TOWN for participation in the Event and shall turn such monies over to the TOWN within fourteen (14) days of receipt. All participants shall be required to make their check or money order payable to the TOWN. Further, CONSULTANT shall meet regularly with Town as directed by TOWN to discuss the Event budget and expenses, provide to TOWN updated budget spreadsheets and receipts for all expenses incurred for the Event and paid on behalf of the TOWN, and make such expenditures as are authorized and required for the proper functioning of the Event within the parameters of the funding approved by the TOWN Council for such purpose.

III. Compensation

For and in consideration of the Services performed hereunder, TOWN agrees to compensate CONSULTANT in a total amount not to exceed Thirty-Two Thousand Five Hundred and no/100 Dollars (\$32,500.00) as CONSULTANT's "Promoter's" or "Producer's" fees ("CONSULTANT'S Fee"). Such CONSULTANT'S Fee shall be paid to CONSULTANT on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$4,062.50 and thereafter on or about the 1st of each month with final payment to be made in the amount of \$4,062.50 on the first day of the Independence Fest event.

The Scope of Services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the original proposed amount unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

IV. Term

The term of this Contract shall be twelve (12) months, beginning December 2, 2013 and ending December 1, 2014. This Contract may be automatically renewed for up to four (4) additional one (1) year terms upon the written request of the TOWN no less than thirty (30) days prior to end of the then

current term. Otherwise, this Contract shall automatically terminate upon the conclusion of the then effective term.

V.

Performance Cancellation

If any Artists' performance which has been booked by CONSULTANT for the Event is prevented or rendered impossible or unfeasible due to illness or accident of the Artist; any act or regulation of any public authority; civil uprising, act of God, labor disputes; interruption, delay, or failure of transportation services; war conditions, terrorist attack or emergencies; interruption of utility services; or any other cause beyond the reasonable control of CONSULTANT, the Artist, or TOWN then neither party to this Contract, nor the Artist, shall have any claim for damages due to the performance cancellation.

VI.

Insurance

CONSULTANT shall 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 it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall CONSULTANT allow any subcontractor to commence work on his 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.

1. Workers' Compensation, as required by law, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Medical Payments, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, 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. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- (a) Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
- (b) Be written through companies duly authorized to transact that class of insurance in the State of Texas.

- (c) Allow the Town the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the Town based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONSULTANT.
- (d) Name the Town of Flower Mound and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- (e) Allow the Town to be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto.
- (f) Notify the Town in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.
- (g) Provide a Certificate of Insurance evidencing the required coverages to:

TOWN OF FLOWER MOUND
c/o Ebix BPO
Department 97
PO Box 257
Portland, MI 48875-0257
Fax: 517-647-7900
Email: certsonly@periculum.com

VII.

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 during the term of 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.

VIII.

Indemnity

THE CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND 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 THE CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONSULTANT IS LEGALLY LIABLE, AND THE CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

TO THE EXTENT ALLOWED UNDER TEXAS LAW, THE TOWN DOES HEREBY COVENANT AND CONTRACT TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CONSULTANT AND ITS OFFICERS, AGENTS, EMPLOYEES AND INVITEES, 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 THE TOWN AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE TOWN IS LEGALLY LIABLE, AND THE TOWN WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CONSULTANT FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

IX.

Default; Termination

A. TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT. 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 and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN.

B. TOWN may terminate without cause with sixty (60) days written notice. CONSULTANT will provide TOWN with all Contract information and return any unpaid funds. CONSULTANT shall cooperate with TOWN to renegotiate with all third parties to recuparate expenses.

X.
Changes

TOWN may, from time to time, require changes in the scope of the 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.

XI.
Conflict 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.

XII.
Mailing Address

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

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn.: Thomas E. Hayden
Telecopy: 972.874.6471
Telephone: 972.874.6000

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:

Promoter Line, Inc., a Texas corporation
4218 Gateway Drive, Suite 140
Colleyville, Texas 76034
Attn.: Jerry R. Thompson
Telecopy: 817.557.6155
Phone: 817.557.1009
Federal ID# 75-2976232
Email: jtpresents@promoterline.com

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 by the sending party.

XIII.

Successors and Assigns

TOWN and CONSULTANT each binds themselves and their respective successors, executors, administrators and assigns to the other party of this Contract and to the successor, 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.

XIV.

Applicable Law

This Contract is entered into subject to the Charter and ordinances of TOWN as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. CONSULTANT will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

XV.

Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason 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.

XVI.

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 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.

XVII.

Entire Agreement

This Contract embodies the complete 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.

XVIII.
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.

XIX.
Headings

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

XX.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Denton County, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXI.
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. Further, nothing contained in this Contract is intended to waive nor should it be interpreted as waiving or otherwise deemed to waive the TOWN's sovereign immunity or governmental immunity as it applies to any third person or entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

By: Thomas Hayden
Thomas E. Hayden, Mayor

ATTEST:


Theresa Scott, Town Secretary

APPROVED AS TO LEGAL FORM:

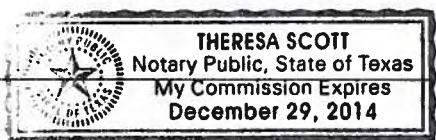

Terrence S. Welch, Town Attorney

State of Texas §
 §
County of Denton §

This instrument was acknowledged before me on the 2 day of Dec. 2013,
by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the
Town of Flower Mound, Texas.

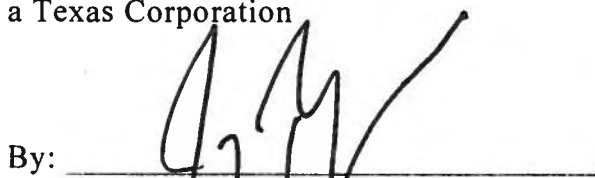

Notary Public, State of Texas

My Commission Expires:



CONSULTANT:

PROMOTER LINE, INC.,
a Texas Corporation

By: 
Name: Jerry R. Thompson
Title: President

Date Signed: 12-2-13

State of Texas §
 §
 County of DENTON §

This instrument was acknowledged before me on the 2ND day of DEC., 2013, by Jerry R. Thompson, in his capacity as President of Promoter Line, Inc., a Texas 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 Promoter Line, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2ND
 DAY OF DECEMBER, 2013.

Anne M. Carnes

Notary Public DENTON County, Texas
 My commission expires 7.14.15



Exhibit "A"

1. Promoter Line, Inc. will work with Town staff in development and design of an Event concept and theme.
2. Promoter Line, Inc. will develop and oversee all existing logistical elements going in to Event.
3. Promoter Line, Inc. will hold a series of meetings to begin in February each year and occur monthly until the Event.
4. Promoter Line, Inc. will secure entertainment related items in cooperation with the budget.
5. Promoter Line, Inc. and the designated Town of Flower Mound's "Key" staff will oversee budget preparation. The budget will include, at a minimum, the following:

Town of Flower Mound Independence Fest	
<u>Services To Be Provided</u>	<u>Projected Budget</u>
Entertainment	\$72,000.00
Advertising	\$12,000.00
Median Signs	\$700.00
ASCAP	\$100.00
BMI	\$100.00
Forklifts/Light Towers	\$3,500.00
Fence/Golf Carts	\$4,800.00
Food/Catering	\$800.00
Décor/scaff	\$4,000.00
Generators	\$13,500.00
Kid Zone	\$9,000.00
Portalets/Cleaning & Servicing	\$3,700.00
Producer fee	32,500.00
Radio Rentals	\$500.00
Security	\$2,700.00
RV Rental	\$750.00
Sound & Lights main stage	\$13,600.00
Stage-Main	\$6,000.00
Stagehands	\$3,100.00
Spot Lights/Stage Barricades	\$500.00
Tents/Tables/Chairs	\$9,950.00
Printing	\$200.00
Volunteer Food	\$200.00
Volunteer/Staff Golf Shirts	\$1,500.00
Supplies	\$500.00
TOTAL	\$196,200.00

6. Promoter Line, Inc. to manage budget and obtain services in accordance with the budget that is approved by the Town of Flower Mound.
7. Promoter Line, Inc. will secure all arts, crafts and food vendors.
8. Promoter Line, Inc. will secure all payments and any insurance required from vendors.
9. Prepare and distribute vendor packets to vendors secured by Promoter Line, Inc., in cooperation with Town.
10. Promoter Line, Inc. will oversee all on site sponsor logistics for sponsors secured by the Town of Flower Mound. Promoter Line, Inc. will not be responsible for securing any sponsors for event.
11. Promoter Line, Inc. will secure all purchase/rental items, delivery and timing of them. Promoter Line, Inc. will compile a list of Town equipment that will be needed and provided by the Town.
12. Promoter Line, Inc. will hire and oversee production items and staffing on all stages.
13. Promoter Line, Inc. will direct and manage overall staffing and placement of staffing for events.
14. Promoter Line, Inc. will jointly handle with the Town of Flower Mound all marketing, advertising, and promotion.
15. Promoter Line, Inc. will manage and execute overall festival accounting, subject to Town of Flower Mound approval of the final budget. Promoter Line, Inc. will oversee and maintain approved budget. This would include making timely payments to all vendors and contractors.
16. Promoter Line, Inc. will oversee and secure talent for entertainment on all stages.
17. Promoter Line, Inc. will develop, implement and maintain a schedule timeline in coordination with all Town departments.



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: January 17, 2017

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 2017, in the principal amount not to exceed \$10,000,000.

BACKGROUND INFORMATION: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2017, (Certificates) in the principal amount not to exceed \$10,000,000, 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 constructing, improving and equipping the Town Hall facility project as approved on the FY 16-17 Five-Year Capital Improvement Program.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on February 20, 2017. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and Deputy 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: On August 9, 2016, the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) Board of Directors held a public meeting and approved the annual debt service for the Certificates to be backed by TIRZ #1 revenue.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$10,000,000

Proposed Expenditure:	Account Number(s):
\$10,000,000	Tax Increment Reinvestment Zone revenue will pay debt service

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

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

ATTACHMENTS:

1. Resolution
2. Preliminary Schedule of Events – Series 2017

RECOMMENDATION: Move to approve a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2017, in the principal amount not to exceed \$10,000,000.

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. ____-2017**

**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 constructing and equipping a new Town Hall and the demolition of the current Town Hall and 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 TEN MILLION DOLLARS (\$10,000,000) for the purpose of paying contractual obligations to be incurred for constructing and equipping a new Town Hall and the demolition of the current Town Hall and 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 17th DAY OF JANUARY, 2017.

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 February 20, 2017, 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 TEN MILLION DOLLARS (\$10,000,000) for the purpose of paying contractual obligations to be incurred for constructing and equipping a new Town Hall and the demolition of the current Town Hall and 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 OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2017

Proposed Schedule of Events (Page 1 of 2)

January 2017						
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				

February 2017						
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				

March 2017						
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
January 17, 2017	Town Council considers Resolution Expressing Intent to Issue Certificates of Obligation (6:00 PM Regular Meeting)
January 18, 2017	Hilltop sends "Request for Information" for completion of Notice of Sale and Preliminary Official Statement ("NOS/POS").
January 19, 2017	Initial publication of Notice of Intent to Issue CO's (at least 31 days prior to sale).
January 26, 2017	Second publication of Notice of Intent to Issue CO's.
January 27, 2017	Town returns information necessary for preparation of NOS/POS to Hilltop.
January 31, 2017	Hilltop sends out initial draft of NOS/POS for review and comment. Hilltop sends necessary information to rating agencies.
February 7, 2017	Comments on initial draft of NOS/POS due to Hilltop.
February 9, 2017	Hilltop sends second draft of NOS/POS to parties for review and comment.
February 13, 2017	Hilltop notifies Municipal Advisory Council of pending sale. Hilltop arranges internet bidding with IPREO Parity. Hilltop makes application for CUSIP numbers.
February 14, 2017	Comments on second draft of NOS/POS due to Hilltop.

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2017

Proposed Schedule of Events (Page 2 of 2)

February 2017							March 2017						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28					26	27	28	29	30	31	

Proposed Date	Action
February 15, 2017	Conference Call with Standard & Poor's and Fitch (exact date and time TBD).
February 16, 2017	Hilltop submits NOS/POS for electronic distribution via internet.
February 20, 2017	Town Council considers Ordinance Authorizing Issuance of Certificates subject to parameters (6:00 PM Regular Meeting).
February 21, 2017	Receive ratings from S&P and Fitch.
February 23, 2017	Competitive Bids due 11:00 am. Bid Form and Pricing Certificate executed.
February 24, 2017	Hilltop sends out Initial draft Final Official Statement for comment.
February 28, 2017	Bond Counsel submits transcript to Attorney General. Comments due on Final Official Statement.
March 1, 2017	Final Official Statement posted to internet and sent to printer.
March 3, 2017	Written Final Official Statement received by all parties.
March 16, 2017	Hilltop to notify all parties of closing and delivery instructions.
March 21, 2017	Closing and Delivery.



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: January 17, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Hillside of Flower Mound. The property is generally located south of Cross Timbers Road and west of Shiloh Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 3, 2017, meeting).*

BACKGROUND INFORMATION: The Hillside of Flower Mound residential development is generally located south of Cross Timbers Road and west of Shiloh Road. The site is approximately 43.20 acres in size, is currently master planned for the Cross Timbers Conservation Development District, and zoned for Planned Development District No. 143 (PD-143) for a cluster development. The applicant has elected to follow the new Tree Ordinance standards, which were passed and approved by Town Council on November 21, 2016. The specimen size for post oak trees under the new Tree Ordinance was reduced from 25" to 22". The applicant previously received approval to remove nine (9) specimen trees and is now requesting the removal of five (5) additional specimen trees from the site in order to build a residential subdivision. All five (5) of the specimen trees now being requested for removal are post oak trees that have a DBH less than 25". The five (5) specimen trees proposed for removal are in good condition and are all located within the proposed buildable area.

The following specimen trees are being requested for removal: Tree #88 – 24" post oak; Tree #223 – 24" post oak; Tree #233 – 22.5" post oak; Tree #1106 – 24" post oak; and Tree #1252 (located in Upland Habitat) – 24" post oak.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. For the four (4) specimen trees that are located outside the Upland Habitat, 189" of replacement trees, equaling 63 three-inch caliper trees, will be required for the removal of those four (4) specimen trees on this site.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 3, 2017, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of January 5, 2017, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Project Tree Survey.

RECOMMENDATION: The ECC recommended approval of the requested permit for the removal of five (5) specimen trees on property proposed for development as Hillside of Flower Mound. The property is generally located south of Cross Timbers Road and west of Shiloh Road.



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

December 30, 2016

James Hoefert
Town of Flower Mound
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Application for Tree Removal Permit
Hillside Flower Mound (Community)

Dear Mr. Hoefert,

Please accept this as our formal Letter of Intent to describe and explain the requested application for a Tree Removal Permit.

There are 2000+ protected trees on this site. Based on the new tree ordinance there are now a total of 51 specimen trees. We have attached a revised Tree Survey for reference. We are requesting the removal of 5 additional specimen trees, based on new specimen tree designation for post oak trees.

- | | | |
|--------------|----------------|-----------------------------------|
| • Tree #88 | 24" Post Oak | Right-of-Way |
| • Tree #223 | 24" Post Oak | Right-of-Way |
| • Tree #233 | 22.5" Post Oak | Right-of-Way |
| • Tree #1252 | 24" Post Oak | Right-of-Way |
| • Tree #1106 | 24" Post Oak | Lot 9, Block B, Drainage Easement |

The reason for the proposed removal of the trees #'s 88, 223, 233 & 1252 are that they fall within a proposed Right-of-Way (ROW). Tree 1106 is located in an area that needs to be graded for proposed storm drainage system and swale. A photograph of each tree is attached.

Sincerely,

Reginald Rembert

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: John St. Clair, St Clair Design Group

Address:

P.O. BOX 12519-0519
Dallas, TX 75225

Phone:

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s): Rembert Enterprises, Inc.

Address: 3625 Bonanza Lane
Flower Mound, TX 75022

3. Location and Legal Description of Property:

43.191 Acres out of the M.E.P. & P. Survey, Abstract No. 935

T. & P. Railroad Co. Survey, Abstract No. 1618

Town of Flower Mound, Denton County, Texas

(Located on the South side of Cross Timbers Road just west of Shiloh Road.)

Page 2 of 3.

4. Owner's Authorization of Representation

I, Reginald Rembert, the owner of the above described real property, do hereby authorize Reginald Rembert to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

[Signature]
Signature of Owner

Given Under My Hand and Seal of Office

This the 9th Day of December, 2016

[Signature]
Notary Public

In and For Denton County, Texas.

**5. Applicants Affidavit-** Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I John St. Clair, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.



[Signature]
Signature of Applicant

Landscape Architect License No. 2210

State of Licensure TEXAS

Or ISA Certified Arborist No. _____

Given Under My Hand and Seal of Office

This the 9th Day of December, 2016

[Signature]
Notary Public

In and For Denton County, Texas



6. Received by Town of Flower Mound on (Date) 12/14/2016 by (initials) JRH.

Hillside of Flower Mound Specimen Trees proposed for removal

Tree #88 – 24" post oak



Tree #223 – 24" post oak



Tree #233 – 22.5" post oak

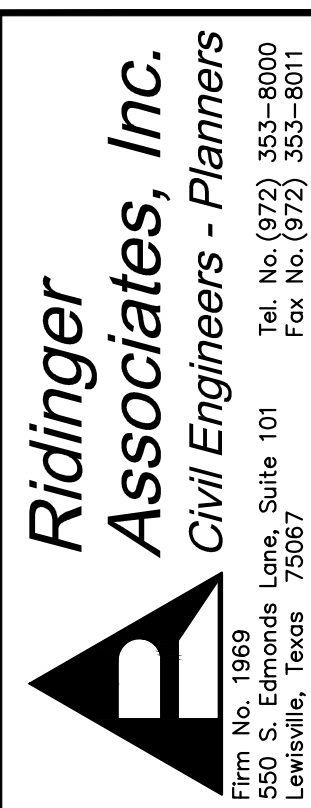


Tree #1106 – 24" post oak



Tree #1252 – 24" post oak





**HILLSIDE OF FLOWER MOUND
RESIDENTIAL SUBDIVISION**
FLOWER MOUND, TEXAS

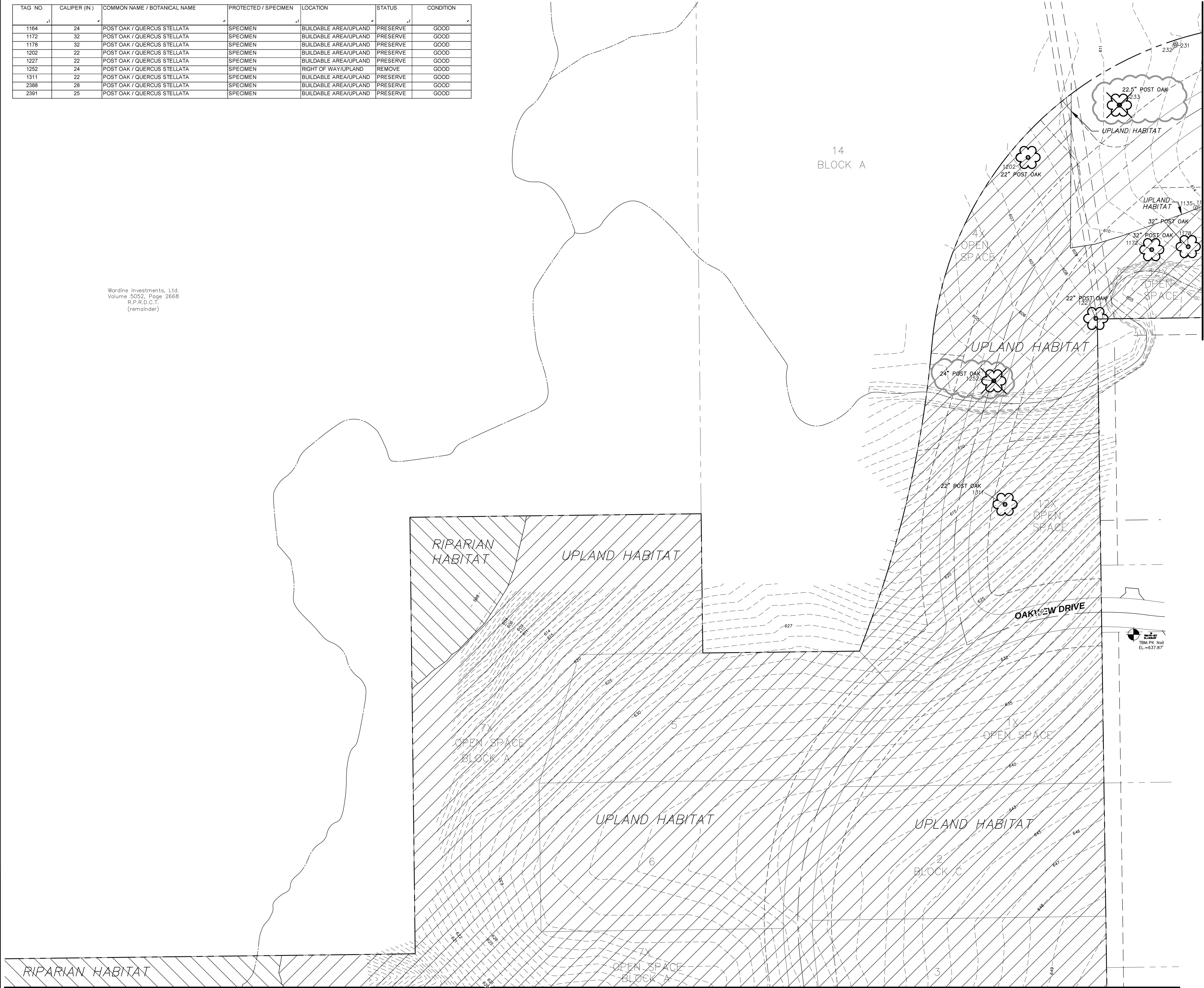
TREE SURVEY - NORTH

Scale: 1" = 40'
Designed by: LDPA
Drawn by: MA
Checked by: TAL
Date: DECEMBER
Project No. 035

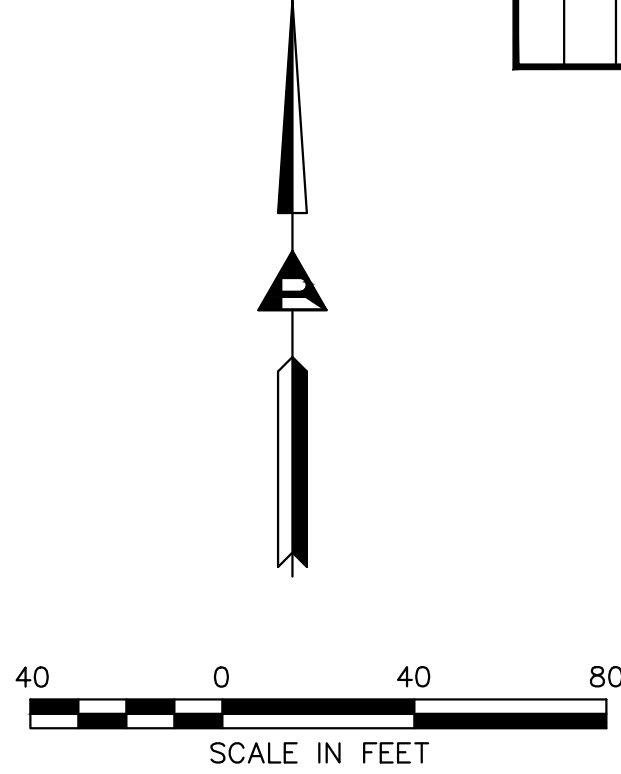
SHEET
TS-1

TAG NO.	CALIPER (IN.)	COMMON NAME / BOTANICAL NAME	PROTECTED / SPECIMEN	LOCATION	STATUS	CONDITION
1164	24	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1172	32	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1178	32	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1202	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1227	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1252	24	POST OAK / QUERCUS STELLATA	SPECIMEN	RIGHT OF WAY/UPLAND	REMOVE	GOOD
1311	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
2388	28	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
2391	25	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD

Wardline Investments, Ltd.
Volume 5052, Page 2668
R.P.R.D.C.T.
(remainder)



MATCH LINE SHEET TE1.01



TREE LEGEND

- ⊗ PROTECTED TREE TO BE REMOVED
- ⊙ PROTECTED TREE TO REMAIN
- 🌸 SPECIMEN TREE TO REMAIN
- 🌸⊗ SPECIMEN TREE TO BE REMOVED

51 TOTAL SPECIMEN TREES.
42 TO BE PRESERVED.
9 TO BE REMOVED.

THE SPECIMEN TREES OF THE SITE THAT ARE PROPOSED TO BE REMOVED, ARE DONE SO TO FACILITATE THE REASONABLE DEVELOPMENT OF THE PROPERTY BASED ON ECONOMIC AND/OR PRACTICAL CONSIDERATIONS. WITH 50% REQUIRED OPEN SPACE, THE ROADWAYS AND LOTS ARE SITUATED IN THE MOST EFFICIENT MANNER POSSIBLE.

ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

P.O. Box 1299
Dallas, Texas 75225
T. 214-394-0641

DATE SEALED 06-09-16

DESIGN BY: JMB
DRAWN BY: JMB
CHECKED BY: KJCC
DATE: DECEMBER 13, 2016

No.	Date	Revisions	App.

Ridinger

Associates, Inc.

Civil Engineers - Planners

Firm No. 1999
1999
Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

HILLSIDE OF FLOWER MOUND
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY SOUTH

Scale: 1" = 40'

Designed by: LDR
Drawn by: MAB
Checked by: TAL
Date: DECEMBER 13, 2016
Project No. 035-018

SHEET

TS-2

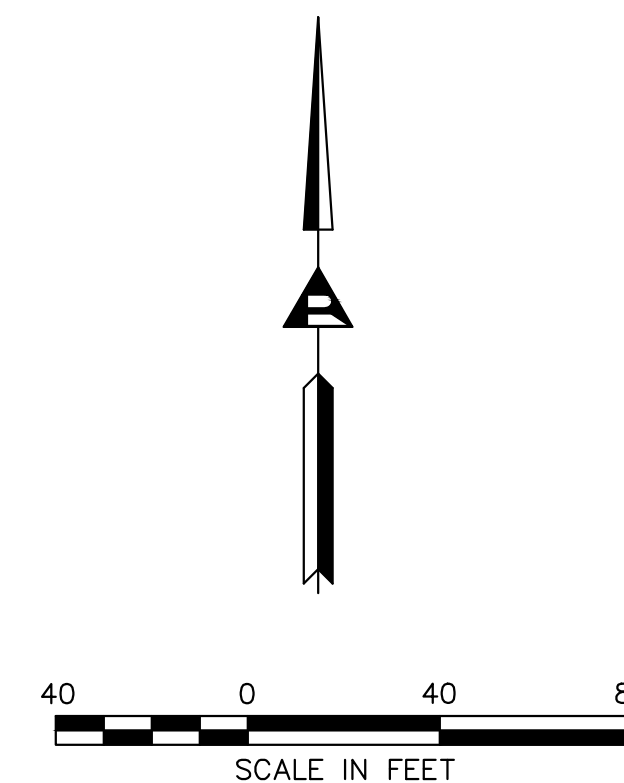
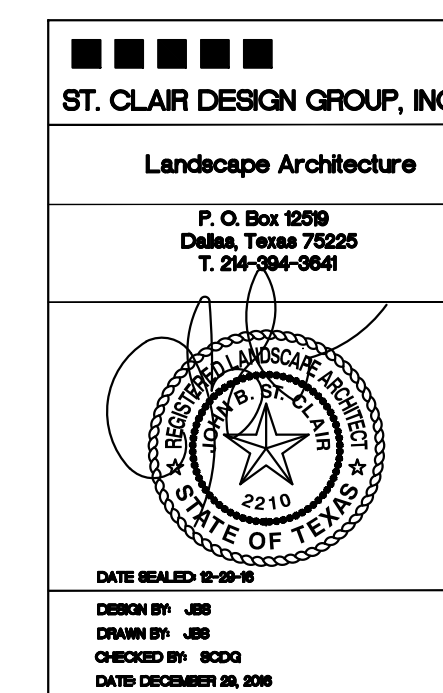
NOTE: NO SPECIMEN TREES LOCATED
ON THIS SHEET.

51 TOTAL SPECIMEN TREES.
42 TO BE PRESERVED.
9 TO BE REMOVED.

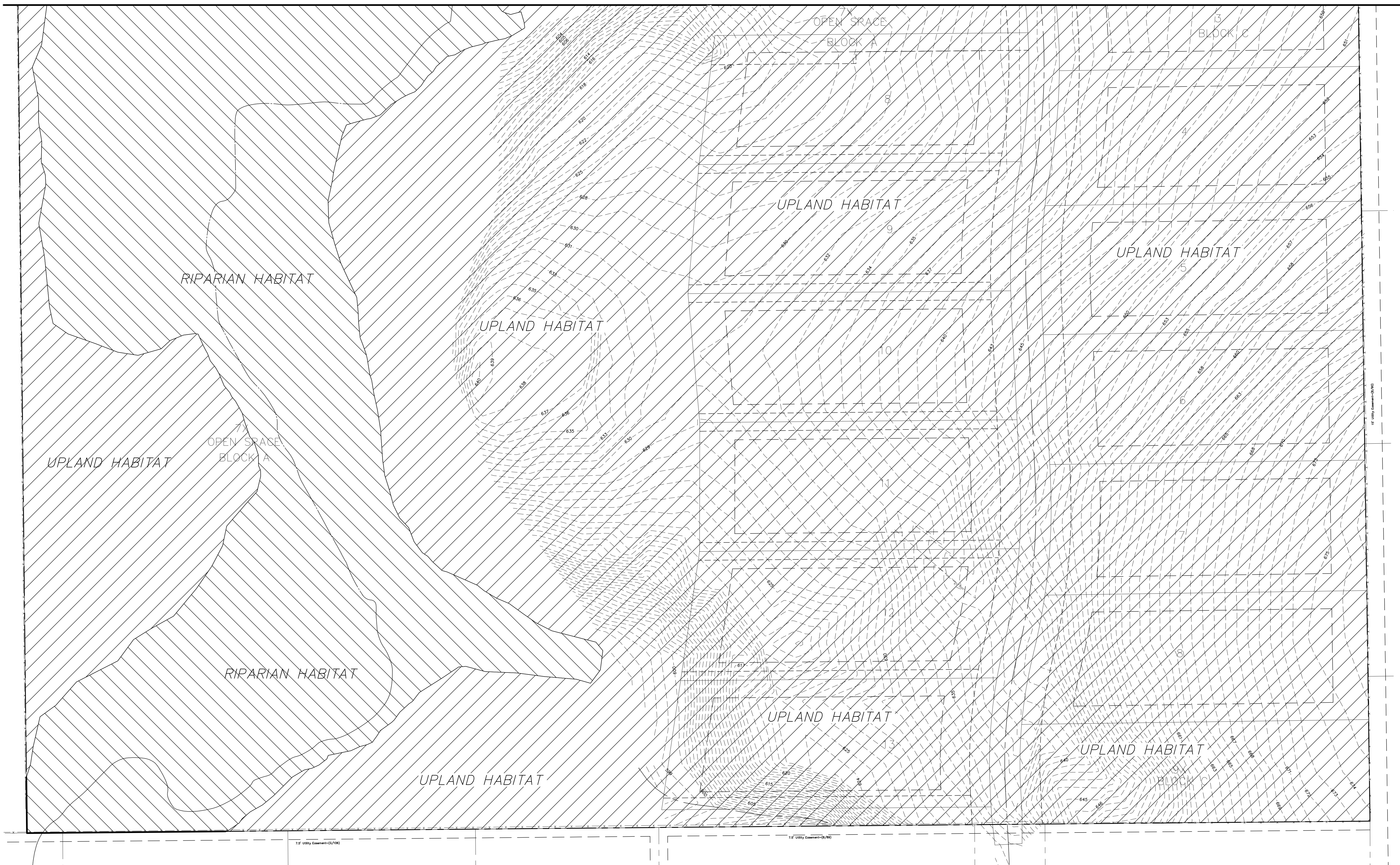
THE SPECIMEN TREES OF THE SITE THAT ARE PROPOSED TO BE REMOVED, ARE DONE SO TO FACILITATE THE REASONABLE DEVELOPMENT OF THE PROPERTY BASED ON ECONOMIC AND/OR PRACTICAL CONSIDERATIONS. WITH 50% REQUIRED OPEN SPACE, THE ROADWAYS AND LOTS ARE SITUATED IN THE MOST EFFICIENT MANNER POSSIBLE.

TREE LEGEND

- | | |
|---|------------------------------|
|  | PROTECTED TREE TO BE REMOVED |
|  | PROTECTED TREE TO REMAIN |
|  | SPECIMEN TREE TO REMAIN |
|  | SPECIMEN TREE TO BE REMOVED |



MATCH LINE SHEET TE1.02

[illegible]

NO.	DATE	REVISIONS	APP.
			
Ridinger Associates, Inc. <i>Civil Engineers - Planners</i>			
Firm No. 1969 550 S. Edmondson Lane, Suite 101 Lewisville, Texas 75067 Tel. No. (972) 353-8000 Fax No. (972) 353-8011			

**HILLSIDE OF FLOWER MOUND
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS**

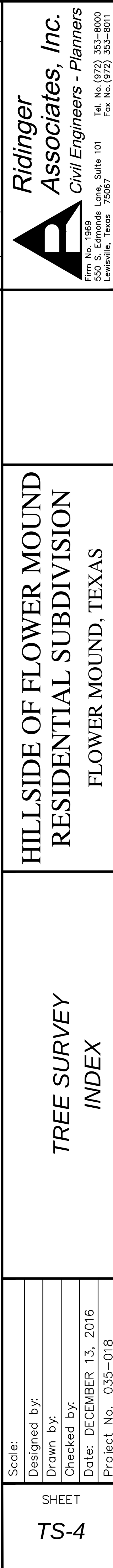
TREE SURVEY SOUTH (2)

Scale:
Designed by:
Drawn by:
Checked by:
Date: DECEMBER 13, 2016
Project No. 035-018

SHEET
TS-3



1. PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
2. THE DEVELOPER SHALL ERECT PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILTH WITHIN THE DRIP LINE.
3. DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE AT-TREE AREA.
4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
5. NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (ONE (1) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - a. WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVED BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - b. AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - c. ROOT BRUING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
6. IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.



[illegible]

TAG NO.	CALIPER (IN.)	COMMON NAME / BOTANICAL NAME	PROTECTED / SPECIMEN	LOCATION	STATUS	CONDITION
1082	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1083	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1084	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1085	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1086	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1087	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1088	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1089	8	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1090	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1091	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1092	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1093	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1094	7	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1095	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1096	7	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1097	10	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1098	18	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1099	7	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1100	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1101	10	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1102	8	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1103	10	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1104	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1105	10	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1106	24	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	REMOVE	GOOD
1108	9	BLACKJACK OAK / QUERCUS MARILANDICA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1109	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1110	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1111	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1112	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1113	10	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1114	10	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1115	6	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1116	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1117	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1118	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1119	14	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1120	8	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1121	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1122	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1123	5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1124	8	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1125	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1126	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1127	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1128	12	AMERICAN ELM / ULMUS AMERICANA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD
1129	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1130	16	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1130A	16	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1131	6	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1131A	18	CHITTAMWOOD / BUMEIA LANGUINOSA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	DEBRIS
1134	18	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1135	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1136	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1141	12	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1161	19.5	BLACKJACK OAK / QUERCUS MARILANDICA	SPECIMEN	BUILDABLE AREA	PRESERVE	GOOD
1163	28	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1164	24	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1170	6	CHITTAMWOOD / BUMEIA LANGUINOSA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
1172	32	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1178	32	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1202	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1227	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
1252	24	POST OAK / QUERCUS STELLATA	SPECIMEN	RIGHT OF WAY/UPLAND	REMOVE	GOOD
1311	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
2364	7	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD
2388	28	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
2391	25	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA/UPLAND	PRESERVE	GOOD
2395	7	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA/UPLAND	PRESERVE	GOOD

**HILLSIDE OF FLOWER MOUND
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS**

TREE SURVEY INDEX

Scale:
Designed by:
Drawn by:
Checked by:
Date: DECEMBER 13, 2016
Project No. 035-018

SHEET

TS-5

ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

P. O. Box 12570
Dallas, Texas 75225
T. 214-354-3641

SEMPER PARVUS LANSCEPES MAJOREM
2210
STATE OF TEXAS

DATE RECEIVED 12-28-88

CHECKED BY: JSS
DRAWN BY: JSS
CHECKED BY: SCDD
DATE DECEMBER 28, 1988

PROTECTED TREE MITIGATION:		
TOTAL PROTECTED TREES ONSITE:	339	
TOTAL PROTECTED TREES TO BE REMOVED:	38	
TOTAL PROTECTED TREES TO REMAIN:	301	
TOTAL PROTECTED TREE MITIGATION W/IN B.A.:	38	3" CAL. TREES
(-) LESS B.A. PROTECTED TREE PRESERVATION CREDITS (NON-ESA):	49	
TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:	-11	3" CAL. TREES

TOTAL SPECIMEN TREE CAL. INCHES ON SITE:	1349	
TOTAL SPECIMEN TREE CAL. INCHES TO BE REMOVED:	216.5	
TOTAL SPECIMEN TREE CAL. INCHES TO BE REMOVED (NON-ESA)	192.5	
TOTAL SPECIMEN TREE CAL. INCHES TO BE REMOVED (ESA)	24	
TOTAL SPECIMEN TREE MITIGATION REQUIRED (NON-ESA):	129	3" CAL. TREES
(-) LESS B.A. SPECIMEN TREE PRESERVATION CREDITS:	66	
(+) TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:	-11	3" CAL. TREES
TOTAL MITIGATION REQUIREMENTS:	52	3" CAL. TREES
CASH IN-LIEU OF PLANTING (\$375/3" CAL. TREE):	\$19,500.00	

TREE MITIGATION IS INTENDED TO BE MADE BY FEE IN LIEU OF PLANTING TREE REPLACEMENTS. TREE MITIGATION COVERS ALL MITIGATION OUTSIDE THE RIPARIAN & UPLAND HABITAT AREAS. ALSO, THE DEVELOPER HAS THE OPTION TO PLANT ADDITIONAL TREES TO OFFSET TREE MITIGATION FEE BY SUBMITTING A REVISED LANDSCAPE PLAN SHOWING ADDITIONAL TREES BEING PLANTED.

A CHECK WILL NEED TO BE REMITTED TO THE TOWN FOR \$19,500.00 AT THE PRE-CON MEETING FOR THE TREE MITIGATION (52 TREES X \$375/3" TREE).



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: January 17, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Estancia Estates. The property is generally located at the southeast corner of Dixon Lane and Chinn Chapel Road. *(The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its January 3, 2017, meeting).*

BACKGROUND INFORMATION: The Estancia Estates residential development is generally located at the southeast corner of Dixon Lane and Chinn Chapel Road. The site is approximately 21.225 acres in size. The site is currently master planned for Medium Density Residential and zoned for Single-Family District-10 (SF-10) uses. The applicant is requesting to remove one (1) specimen tree from residential lot (5855 Naples Dr.) to build a new home. The specimen tree proposed for removal (Tree #1 – 26" ash spp.) is in fair condition and is located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 52" of replacement trees, equaling 18 three-inch caliper trees, will be required for the removal of the one (1) specimen tree on this site. In addition, there were 5 tree credits previously received for the preservation of Tree #1, which will no longer be applied to the project, in the event the tree removal request is approved.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 3, 2017, meeting. The ECC recommended approval of the requested permit to remove the specimen tree. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of January 4, 2017, staff has received feedback from two residents in opposition to the removal of the specimen tree, along with a signed petition from residents within the Estancia Estates neighborhood in opposition to the removal.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Project tree survey.
5. Subdivision Tree Survey.
6. Petition – Estancia Estates.

RECOMMENDATION: The ECC recommended approval of the requested permit for the removal of one (1) specimen tree on property proposed for development as Estancia Estates. The property is generally located at the southeast corner of Dixon Lane and Chinn Chapel Road.



December 16, 2016

Jimmy Hoefert, Environmental Review Analyst
 Town of Flower Mound
 1001 Cross Timbers Road, Suite 2330
 Flower Mound, TX 75028

Reference: Tree Removal Permit Application
 5855 Naples Drive
 Lot 2, Block A
 Esatancia Estates
 Town of Flower Mound
 Tarrant County, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (1) specimen trees (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to site and design conditions which thereby mean the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	1 Tree
Total specimen trees removed	1 Tree

Several plans were generated with various renditions of each based on saving the specimen tree as per the owner. Due to proximity of the specimen tree and tree well to the proposed house and the required setbacks from the property lines, the specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

1. Tree #1 26" caliper Texas Ash

These trees are being removed due to existing conditions and site constraints.

a division of G&A Consultants, LLC

Thank you for your consideration.

Based on the above data, I respectfully ask that the tree enumerated above be allowed to be removed from the site.

Respectfully submitted,

A handwritten signature in red ink, appearing to read 'Ron Stewart', with a long horizontal stroke extending to the right.

Ron Stewart, ASLA
Landscape Architect, TX #791

a division of G&A Consultants, LLC

111 Hillside Drive • Lewisville, TX 75057 • P: 972.317.0276 • F: 972.436.9715

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 2/17/00- present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Majestic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

RON STEWART
ENVIRONS GROUP

Address:

111 HILLSIDE DR.
LEWISVILLE, TX 75057

Phone:

(972) 317-0276

Applicant's Legal Interest in the Property:

LANDSCAPE ARCHITECT

2. Property Owner(s)

Name(s) OUR COUNTRY HOMES - JESSICA MACK

Address: 700 W. HARWOOD RD. HURST, TX 76054

3. Location and Legal Description of Property:

LOT 2 - ESTANCIA ESTATES

11,037 SF S.WAKEFIELD SURVEY, ABSTRACT NO. 1380

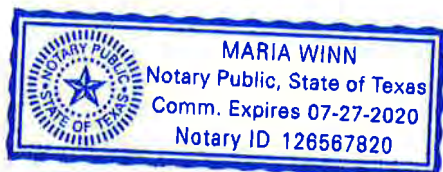
5855 NAPLES DR.

FLOWER MOUND, TX 75028

page 2 of 3.

4. Owner's Authorization of Representation

I, Jessica Mack the owner of the above described real property, do hereby authorize Ron Stewart to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Vegetation), of the Land Development Code of the Town of Flower Mound, Texas.



Jessica D. Mack
Signature of Owner

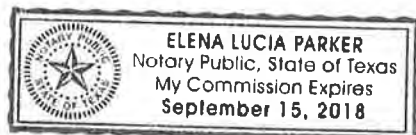
Given Under My Hand and Seal of Office
This the 5 Day of December, 2016
Maria Winn
Notary Public
In and For Tarrant County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Chapter 12, Land Development Code of the Town of Flower Mound, Texas, I RON STEWART, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 791
State of Licensure TX
Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office
This the 15 Day of December, 2016
Elena Lucia Parker
Notary Public
In and For Denton County, Texas

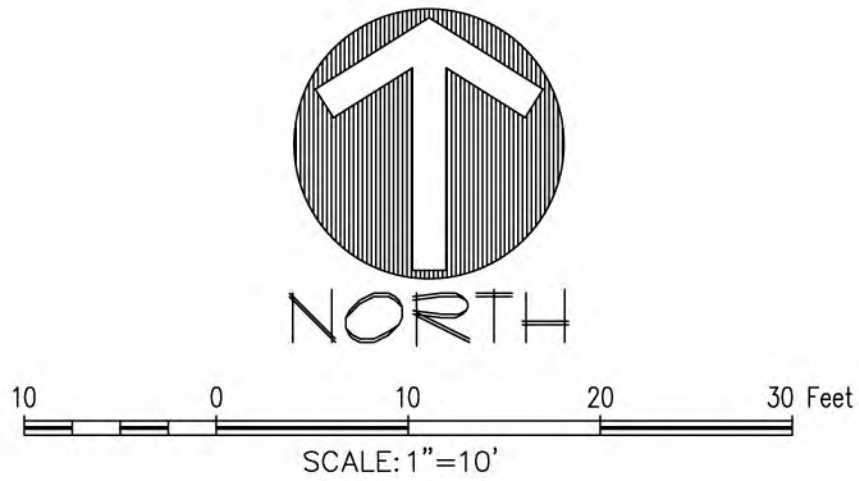
6. Received by Town of Flower Mound on (Date) 12/16/2016 by (initials) JRH

Estancia Estates Specimen tree proposed for removal

Tree #1 – 26" ash spp.



File: Z:\000\16367E\000A & Submittals\Tree Removal Permit\000A.TS
Plotted: 12/16/2016 9:24 AM, Plt. by William Swartz, Scale: 12/16/2016 & 11 AM, by william



LEGEND

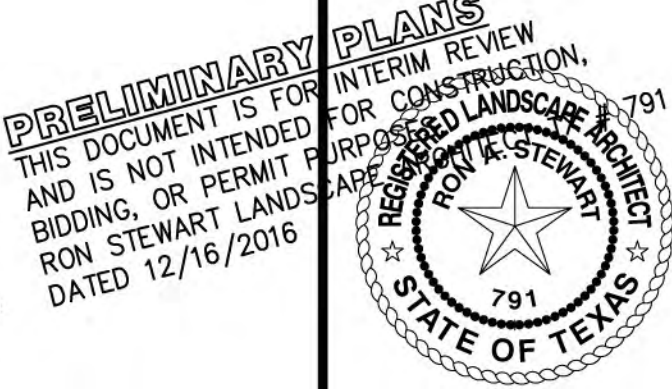


TREE CHART

TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED
1	26	TEXAS ASH	Fraxinus texensis	Yes	Yes	Yes

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE - CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6" T" stakes and orange web fence material.
 - 3) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 4) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 5) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "airdug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 6) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 7) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 8) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.



Drawn By: WS
Date: 12/16/2016
Scale: 1"=10'
Revisions:

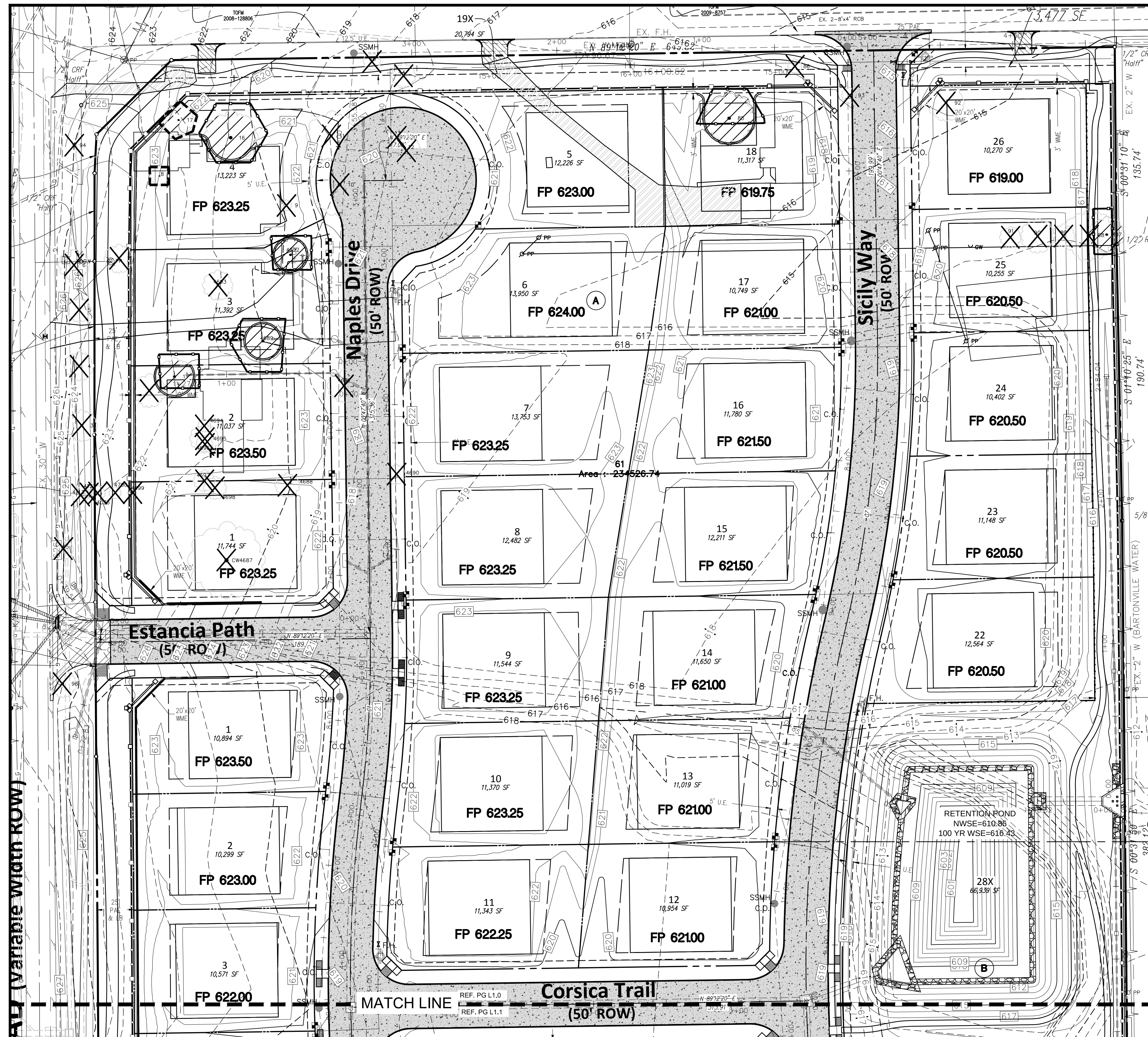
16367E

T1.0

5855 NAPLES DRIVE
LOT2, BLOCK A
ESTANCIA ESTATES
FLOWER MOUND, TEXAS

TREE SURVEY

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a Division of G & A Consultants, LLC.
111 Hillside Drive • Lewisville, TX 75057
P: 972.317.0276 • F: 972.436.9715

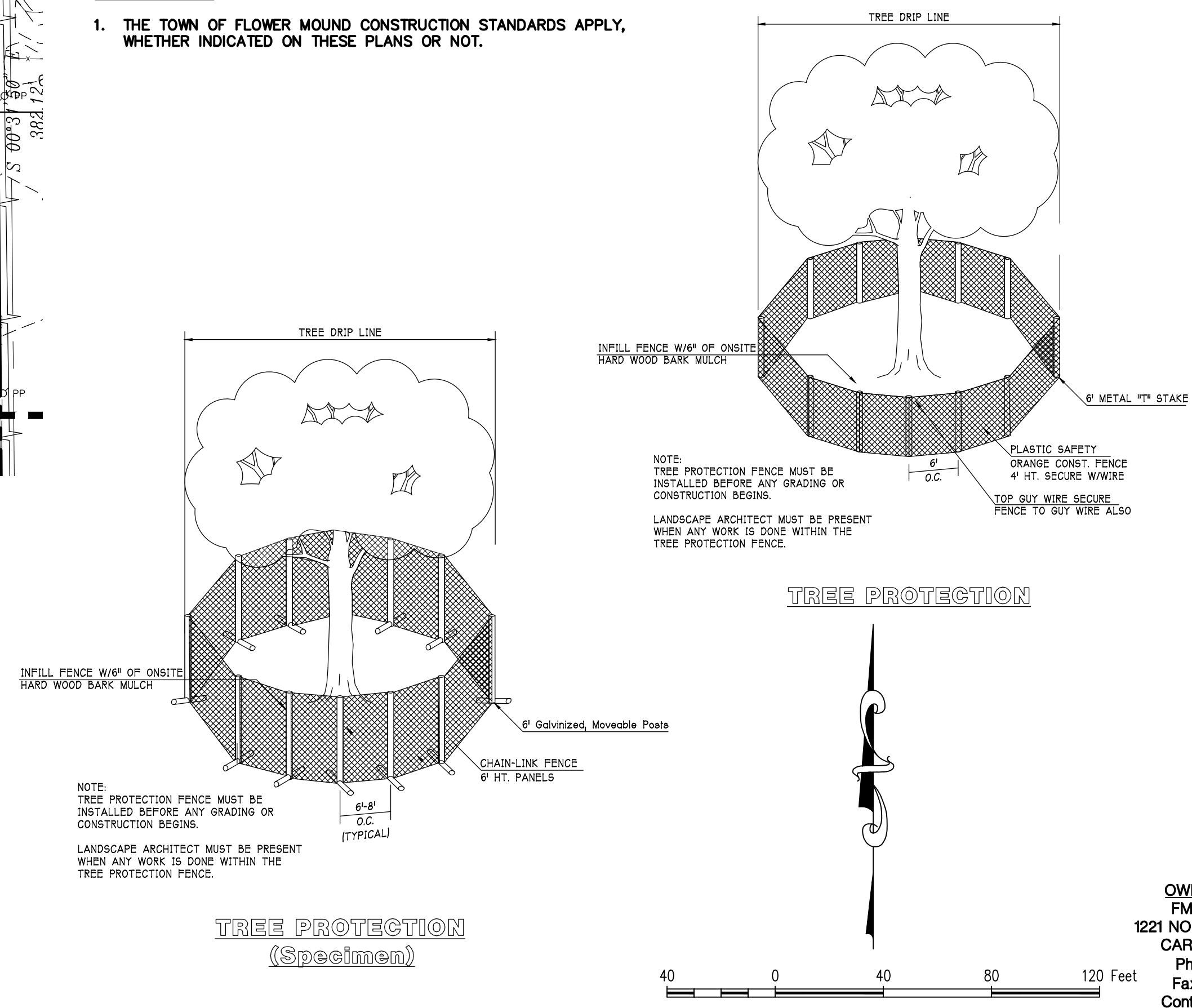


TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS
1	1	26	TEXAS ASH	Fraxinus texensis	YES	YES	NO
2	2	23.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES
3	3	22	MULBERRY	Morus rubra	YES	NO	YES
4	4	19.5	PECAN	Carya illinoensis	YES	NO	YES
5	5	16	AMERICAN ELM	Ulmus americana	YES	NO	YES
6	6	21.5	AMERICAN ELM	Ulmus americana	YES	NO	YES
7	7	20	AMERICAN ELM	Ulmus americana	YES	NO	YES
8	8	13	ELIDARICA PINE	Pinus eldarica	YES	NO	NO
9	9	7.5	PECAN	Carya illinoensis	YES	NO	YES
10	10	44	COTTONWOOD	Populus deltoides	NO	NO	YES
11	11	34.5	COTTONWOOD	Populus deltoides	NO	NO	YES
12	12	19	AMERICAN ELM	Ulmus americana	YES	NO	YES
13	13	17.5	AMERICAN ELM	Ulmus americana	YES	NO	YES
14	14	17	AMERICAN ELM	Ulmus americana	YES	NO	YES
15	15	12	AMERICAN ELM	Ulmus americana	YES	NO	YES
16	16	25,17.5,12	AMERICAN ELM	Ulmus americana	YES	YES	NO
17	17	22.5	SYCAMORE	Platanus occidentalis	YES	NO	NO
18	85	35	POST OAK	Quercus stellata	YES	YES	NO
19	86	10	ELIDARICA PINE	Pinus eldarica	YES	NO	YES
20	87	25	AMERICAN ELM	Ulmus americana	YES	YES	NO
21	88	24,14.5,10	AMERICAN ELM	Ulmus americana	YES	NO	YES
22	89	16	AMERICAN ELM	Ulmus americana	YES	NO	YES
23	90	23	AMERICAN ELM	Ulmus americana	YES	NO	YES
24	91	15	AMERICAN ELM	Ulmus americana	YES	NO	YES
25	92	25.5	AMERICAN ELM	Ulmus americana	YES	NO	YES
26	93	11	SYCAMORE	Platanus occidentalis	YES	NO	YES
27	94	36	TEXAS ASH	Fraxinus texensis	NO	NO	YES
28	95	14	TEXAS ASH	Fraxinus texensis	YES	NO	YES
29	96	19	PECAN	Carya illinoensis	YES	NO	YES
30	4036	10.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES
31	4113	12	TEXAS ASH	Fraxinus texensis	YES	NO	YES
32	4121	6	TEXAS ASH	Fraxinus texensis	YES	NO	YES
33	4687	53.5	COTTONWOOD	Populus deltoides	NO	NO	YES
34	4688	17	TEXAS ASH	Fraxinus texensis	YES	NO	YES
35	4689	32	TEXAS ASH	Fraxinus texensis	YES	YES	NO
36	4690	14	TEXAS ASH	Fraxinus texensis	YES	NO	YES
37	4691	23	TEXAS ASH	Fraxinus texensis	YES	NO	YES
38	4692	26	AMERICAN ELM	Ulmus americana	YES	YES	NO
39	4693	19.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES
40	4694	9	TEXAS ASH	Fraxinus texensis	YES	NO	YES
41	4695	21.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES
42	4696	12	TEXAS ASH	Fraxinus texensis	YES	NO	YES
43	4697	14.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES
44	4698	15.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES
45	4699	7	TEXAS ASH	Fraxinus texensis	YES	NO	YES
46	4700	9.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES

* BUILDABLE AREA- THE BUILDABLE AREA FOR EACH INDIVIDUAL PLATTED LOT INCLUDES THE BUILDING PAD PLUS 10', THE FRONT YARD BETWEEN THE BUILDING PAD AND THE RIGHT-OF-WAY (TO ALLOW FOR DRIVEWAYS AND ENTRY WALKS) AND THE SIDE YARD SETBACKS (TO ALLOW FOR REQUIRED GRADING TO PREVENT LOT TO LOT DRAINAGE.)

GENERAL NOTE:

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.



PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 5/1/2012

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, INC.
LAND SURVEYING LANDSCAPE ARCHITECTURE

ESTANCIA ESTATES
Lot Value, Block Value
Value
21225 Acres
in the
S. WAKEFIELD SURVEY, ABSTRACT NO. 1380
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

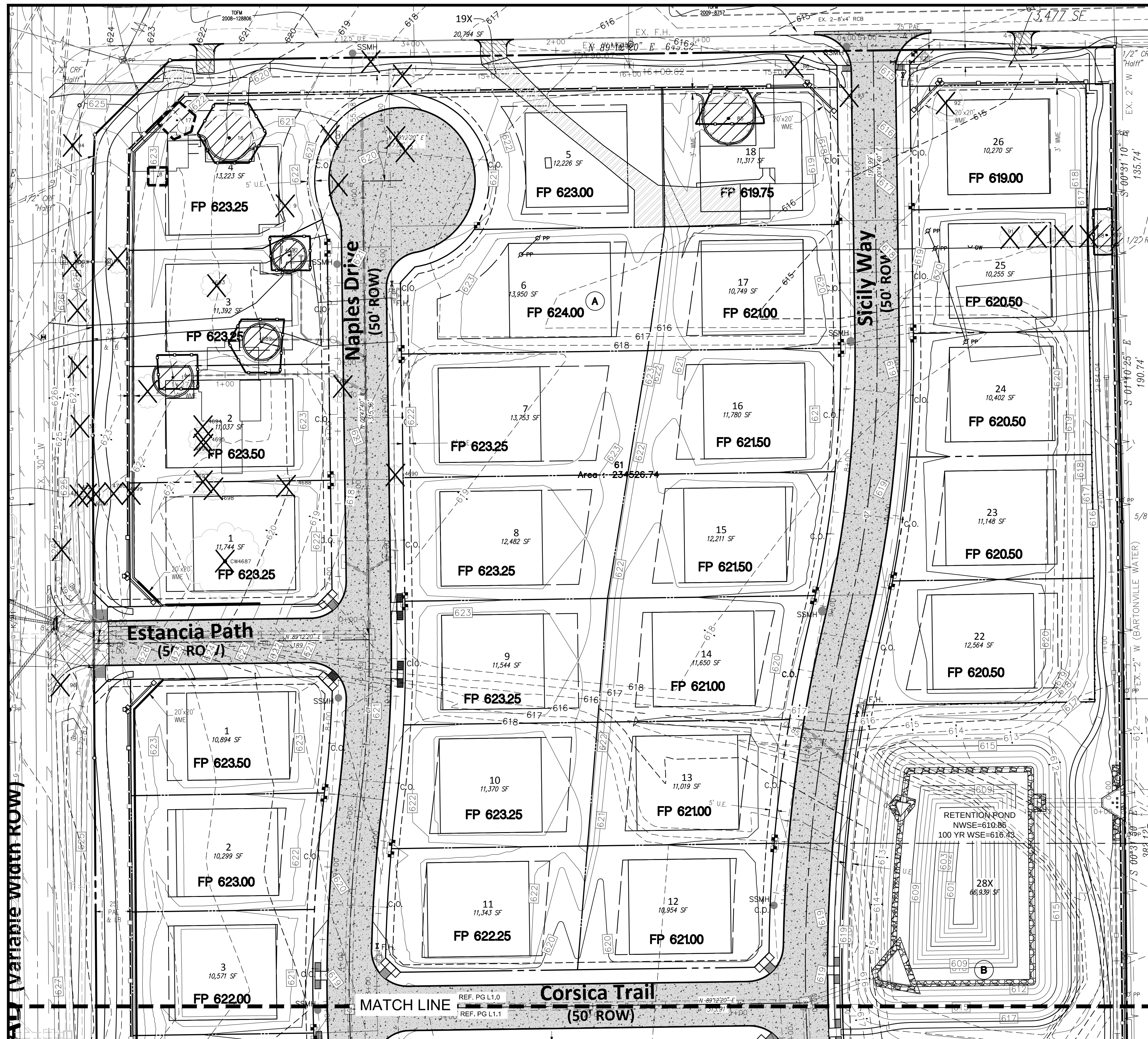
TREE SURVEY

Drawn By: RLS
Date: 03/05/2012
Scale: 1"=40'
Revisions:
1/26/2012
2/30/2012

10046

L3.0

OWNER/DEVELOPER
FM ESTANCIA, LLC
1221 NORTH I-35E, SUITE 200
CARROLLTON, TEXAS
Ph. (469)892-7214
Fax (817)886-3626
Contact: Ross Calhoun



	TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS
1	1	26	TEXAS ASH	<i>Fraxinus texensis</i>	YES	YES	NO	
2	2	23.5	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	MIT
3	3	22	MULBERRY	<i>Morus rubra</i>	YES	NO	YES	ROW
4	4	19.5	PECAN	<i>Carya illinoensis</i>	YES	NO	YES	ROW
5	5	16	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	ROW
6	6	21.5	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	ROW
7	7	20	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	MIT
8	8	13	ELDIRICA PINE	<i>Pinus eldarica</i>	YES	NO	NO	
9	9	7.5	PECAN	<i>Carya illinoensis</i>	YES	NO	YES	BA (-1)
10	10	44	COTTONWOOD	<i>Populus deltoides</i>	NO	NO	YES	NON PROTECTED
11	11	34.5	COTTONWOOD	<i>Populus deltoides</i>	NO	NO	YES	NON PROTECTED
12	12	19	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	ROW
13	13	17.5	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	ROW
14	14	17	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	U EASEMENT
15	15	12	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	ROW
16	16	25,17.5,12	AMERICAN ELM	<i>Ulmus americana</i>	YES	YES	NO	MULTI-TRUNK
17	17	22.5	SYCAMORE	<i>Platanus occidentalis</i>	YES	NO	NO	
18	85	35	POST OAK	<i>Quercus stellata</i>	YES	YES	NO	
19	86	10	ELDIRICA PINE	<i>Pinus eldarica</i>	YES	NO	YES	U EASEMENT
20	87	25	AMERICAN ELM	<i>Ulmus americana</i>	YES	YES	NO	
21	88	24,14.5,10	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	D EASEMENT
22	89	16	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	BA (-1)
23	90	23	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	BA (-1)
24	91	15	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	BA (-1)
25	92	25.5	AMERICAN ELM	<i>Ulmus americana</i>	YES	NO	YES	BA (-1)
26	93	11	SYCAMORE	<i>Platanus occidentalis</i>	YES	NO	YES	ROW
27	94	36	TEXAS ASH	<i>Fraxinus texensis</i>	NO	NO	YES	75% DAMAGED
28	95	14	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	ROW
29	96	19	PECAN	<i>Carya illinoensis</i>	YES	NO	YES	ROW
30	4036	10.5	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	MIT
31	4113	12	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	ROW
32	4121	6	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	ROW
33	4687	53.5	COTTONWOOD	<i>Populus deltoides</i>	NO	NO	YES	NON PROTECTED
34	4688	17	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	BA (-1)
35	4689	32	TEXAS ASH	<i>Fraxinus texensis</i>	YES	YES	NO	
36	4690	14	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	ROW
37	4691	23	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	ROW
38	4692	26	AMERICAN ELM	<i>Ulmus americana</i>	YES	YES	NO	
39	4693	19.5	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	BA (-1)
40	4694	9	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	BA (-1)
41	4695	21.5	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	BA (-1)
42	4696	12	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	BA (-1)
43	4697	14.5	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	MIT
44	4698	15.5	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	BA (-1)
45	4699	7	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	MIT
46	4700	9.5	TEXAS ASH	<i>Fraxinus texensis</i>	YES	NO	YES	MIT

LEGEND

- SPECIMEN TREE
- TREE TO REMAIN
- TREE TO REMOVE
- TREE PROTECTION FENCE
- TREE PROTECTION FENCE (SPECIMEN)

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personal Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsalvaged trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.

G. TREE PROTECTION

- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
- 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the
 - 1) Landscape Architect. Fences may be constructed from 6" T" stakes and orange web fence material.
 - 2) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
 - 3) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 4) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "air dug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 5) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.

- 6) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
- 7) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

GENERAL NOTE:

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.

40 0 40 80 120 Feet



PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
BIDDING OR PERMIT PURPOSES. LANDSCAPE ARCHITECT
RON STEWART LANDSCAPE ARCHITECT, INC.
DATED 5/1/2012

Drawn By: RLS
Date: 03/05/2012
Scale: 1"=40'
Revisions:
3/26/2012
3/30/2012

10046

L3.1

OWNER/DEVELOPER
FM ESTANCIA, LLC
1221 NORTH I-35E, SUITE 200
CARROLLTON, TEXAS
Ph. (469)892-7214
Fax (817)886-3626
Contact: Ross Calhoun

ESTANCIA ESTATES

Lot Value, Block Value

Value

21225 Acres

in the

S. WAKEFIELD SURVEY, ABSTRACT NO. 1380

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, INC.
LAND SURVEYING LANDSCAPE ARCHITECTURE



111 Hillside Drive • Lewisville, TX 76057 • P-972-436-9712 • F-972-436-9715
611 Dallas Drive, Suite 114 • Rowan, TX 76262 • P-882-831-9712 • F-817-860-4043
T&E Firm No. 1798

Petition to Save our Trees in Estancia Estates

Petition summary and background	The residents of Estancia Estates are asking the Environmental Conservation Commission and the City of Flower Mound to deny the request of Our Country Homes to remove any of the 5 mature, large trees which are likely over 100 years old. Please protect our trees and the quality of our neighborhood. These healthy, protected trees serve as visual and noise barriers from Dixon and Chinn Chapel Roads and also add to the beauty of our subdivision and value of our properties.	
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for tree removal in Estancia Estates.	

Printed Name	Signature	Address	Comment	Date
Leanne Edwards	<i>Leanne K. Edwards</i>	5808 Naples Drive, FM	<i>Conservation is Important!</i>	12/29
Hollis Edwards	<i>Hollis Edwards</i>	5808 Naples Drive, FM		12/29
Debbie Adrian	<i>Debbie Adrian</i>	<i>5721 Naples Dr., FM</i>		<i>1/1/17</i>
Mario Castro	<i>Mario Castro</i>	<i>3609 Capri Ln, FM</i>		<i>12/31</i>
Juliana Castro	<i>Juliana Castro</i>	<i>3609 Capri Ln, FM</i>		<i>12/31</i>
Andrea Rockwood	<i>Andrea Rockwood</i>	<i>5821 Sicily</i>		<i>1/3</i>
Jon Rockwood	<i>Jon Rockwood</i>	<i>5821 Sicily</i>		<i>1/3</i>
Susan Gorup				
Kevin Page	<i>Kevin Page</i>	<i>5712 Naples Drive</i>		<i>1/3</i>
Nicole Page	<i>Nicole Page</i>	<i>5712 Naples Drive</i>		<i>1/3</i>
Dhanada Kulkarni	<i>Dhanada Kulkarni</i>	<i>5716 Sicily</i>		<i>1/3</i>



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: January 17, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: Public Hearing to consider an application for a tree removal permit for four (4) specimen trees on property proposed for development as Canyon Falls – Village 10B. The property is generally located north of Canyon Falls Drive and east of Prairie Ridge Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 3, 2017, meeting).*

BACKGROUND INFORMATION: The Canyon Falls – Village 10B residential development is generally located north of Canyon Falls Drive and east of Prairie Ridge Road. The site is approximately 10.907 acres in size. The site is currently master planned for Medium Density Residential and zoned for Planned Development District-98 (PD-98) with Single-Family District-10 (SF-10) uses. According to the tree survey for the project, the site contains a total of nine (9) specimen trees. The applicant previously received approval to remove three (3) specimen trees from this portion of the Canyon Falls development (Tree #s 2000, 2006, and 2050), and are now requesting the removal of the remaining four (4) specimen trees from the site in order to build a residential subdivision. Tree #s 2007 and 2045, which are labeled as specimen trees on the Tree Survey, have been disqualified because of health issues. The four (4) specimen trees proposed for removal are in good to fair condition and are all located within the proposed buildable area.

The following specimen trees are being requested for removal: Tree #2002 (located in Upland Habitat) – 29" cedar elm; Tree #2003 – 39" post oak; Tree #2004 – 35" post oak; and Tree #2005 (located in Upland Habitat) – 21" cedar elm in fair condition (canopy dieback).

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. For the two (2) specimen trees that are located outside the Upland Habitat, 148" of replacement trees, equaling 50 three-inch caliper trees, will be required for the removal of those two (2) specimen trees on this site.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 3, 2017, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of January 5, 2017, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Project Tree Survey.

RECOMMENDATION: The ECC recommended approval of the requested permit for the removal of four (4) specimen trees on property proposed for development as Canyon Falls – Village 10B. The property is generally located north of Canyon Falls Drive and east of Prairie Ridge Road.



December 14, 2016

Doug Powell
Executive Director of Development
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: Canyon Falls Letter of Intent – Tree Removal Application

Dear Doug,

Canyon Falls is a master planned community intended to provide a variety of single family residential and commercial uses that are compatible with the natural characteristics of the land (such as topography, drainage, vegetation and floodplain) to ensure a high-quality new community. This master planned community is intended to provide increased recreation amenities, high quality homes and shopping alternatives that will be designed in a comprehensive fashion, which will enhance the quality of life for future residents and the Town of Flower Mound. We believe that Canyon Falls will be a great addition for the Town of Flower Mound and the rooftops generated within the development will support the future plans and growth of Flower Mound for commercial and retail development along the western side of its Town Limits. Additionally, the proximity of the development to I-35W and U.S. 377 provide a great transition between the commercial and more intense zoning districts that exist along the I-35W and U.S. 377 corridors.

During the design of village 10B, we have discovered that we need to request the removal of 4 specimen trees as identified on the attached tree survey as tree numbers 2002-2005. Unfortunately, when the tree survey was performed in the Fall of 2013, there was no final grading design available to confirm whether or not these 4 specimen trees could indeed be saved. We hoped to be able to save them and therefore did not show them to be removed or ask the ECC board for permission to remove. However, after conducting the final grading design, and given the location of these 4 specimen trees relative to proposed pavement and right of way, there is no way that they can be saved. There is a large upland habitat area with dense tree canopy immediately to the east of Village 10B that we are preserving in accordance with the tree survey.

The specimen trees that are being requested for removal are:

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>
2002	29	Cedar Elm
2003	39	Post Oak
2004	35	Post Oak
2005	21.75	Cedar Elm



We appreciate your assistance with this application and look forward to working with you and the Town of Flower Mound on the Canyon Falls development.

Sincerely,

Brian Cramer
Vice President

NASH Canyon Falls, LLC
a Delaware limited liability company
By: Newland Real Estate Group, LLC
a Delaware limited liability company
Its Agent

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

LEONARD REEVES

Address:

396 WEST MAIN STREET
LEWISVILLE, TEXAS 75057

Phone:

#469.635.1900

Applicant's Legal Interest in the Property:

2. Property Owner(s)

Name(s): NASH Canyon Falls, LLC

Address: 4835 LBJ Freeway, Suite 690 Dallas, TX 75244

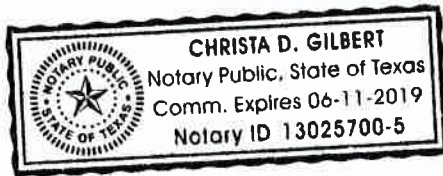
3. Location and Legal Description of Property:

North of FM 1171, West of US 377, East of I-35W

Page 2 of 3.

4. Owner's Authorization of Representation

I, Brian Cramer, the owner of the above described real property, do hereby authorize Leonard Reeves to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



[Signature]
Signature of Owner

Given Under My Hand and Seal of Office
This the 15 Day of December, 20 16
Christa D Gilbert
Notary Public
In and For Dallas County, Texas.

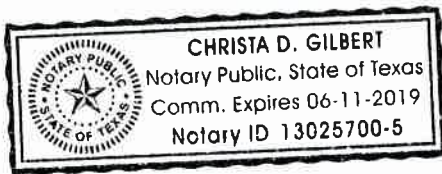
5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I LEONARD W. REEVES, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]

Signature of Applicant

Landscape Architect License No. 1977
State of Licensure TEXAS
Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office
This the 15 Day of December, 20 16
Christa D Gilbert
Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 12/15/2016 by (initials) JRH.

Canyon Falls – Village 10B Specimen Trees proposed for removal

Tree #2002 – 29" cedar elm



Tree #2003 – 39" post oak



Tree #2004 – 35" post oak



Tree #2005 – 21.75" cedar elm



Plotted by: Leonard Plot Date: 9/27/2013 9:09 AM

Drawing: S:\Projects\WSC002\DWG\WSC002-TR.dwg Saved By: Leonard Save Time: 9/26/2013 5:01 PM

TREE INFORMATION

SPECIMEN TREES ON SITE
TO REMAIN - SIX (6)

SYMBOL
○ 4433

SPECIMEN TREES ON SITE
TO BE REMOVED - SEVEN (7)

⊗ 2325

PROTECTED TREES TO BE
REMOVED FROM EASEMENTS /
RIGHTS-OF-WAYS

⊕ 2148

PROTECTED TREES TO BE
REMOVED FROM THE BUILDABLE
AREA

✕ 2104

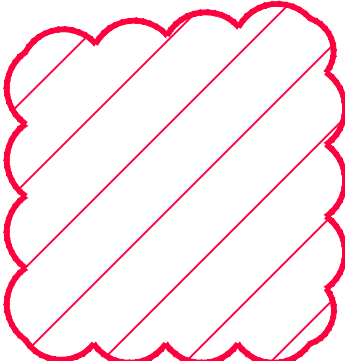
PROTECTED TREES TO REMAIN

● 2122

TREES TO BE REMOVED

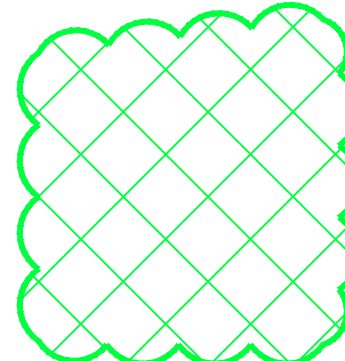
✕ 2178

UPLAND HABITAT AREA
TO BE REMOVED AND MITIGATED

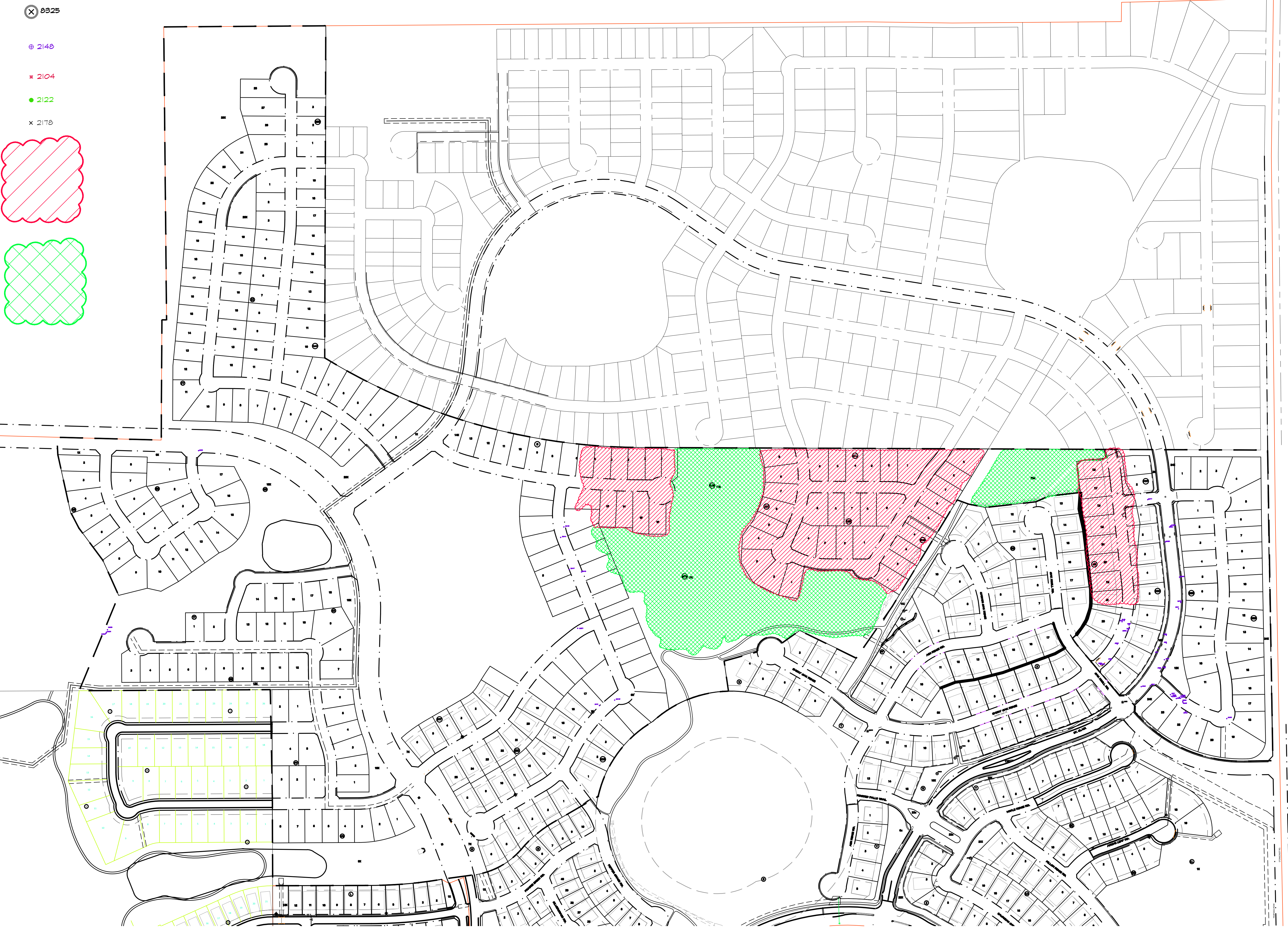


750,995 SF or 17.24 ACRES

UPLAND HABITAT AREA
TO BE REMAIN AND TO
BE PROTECTED



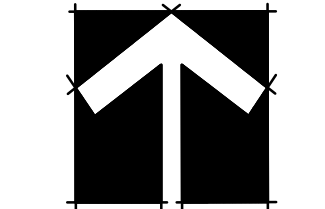
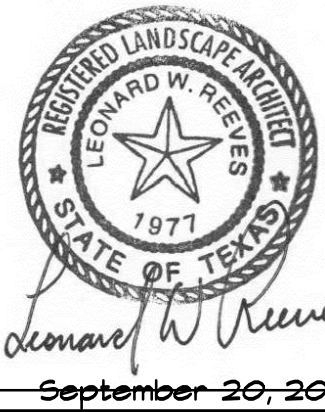
619,194 SF or 14.21 ACRES



THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE PAD LOCATION, THEREFORE, ADDITIONAL TREES WILL BE SAVED.



Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900



NORTH

200 100 0 200

1" = 200' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

UPLAND HABITAT

Overall Plan

Canyon Falls - Phase 1

Town of Flower Mound, Denton County, Texas

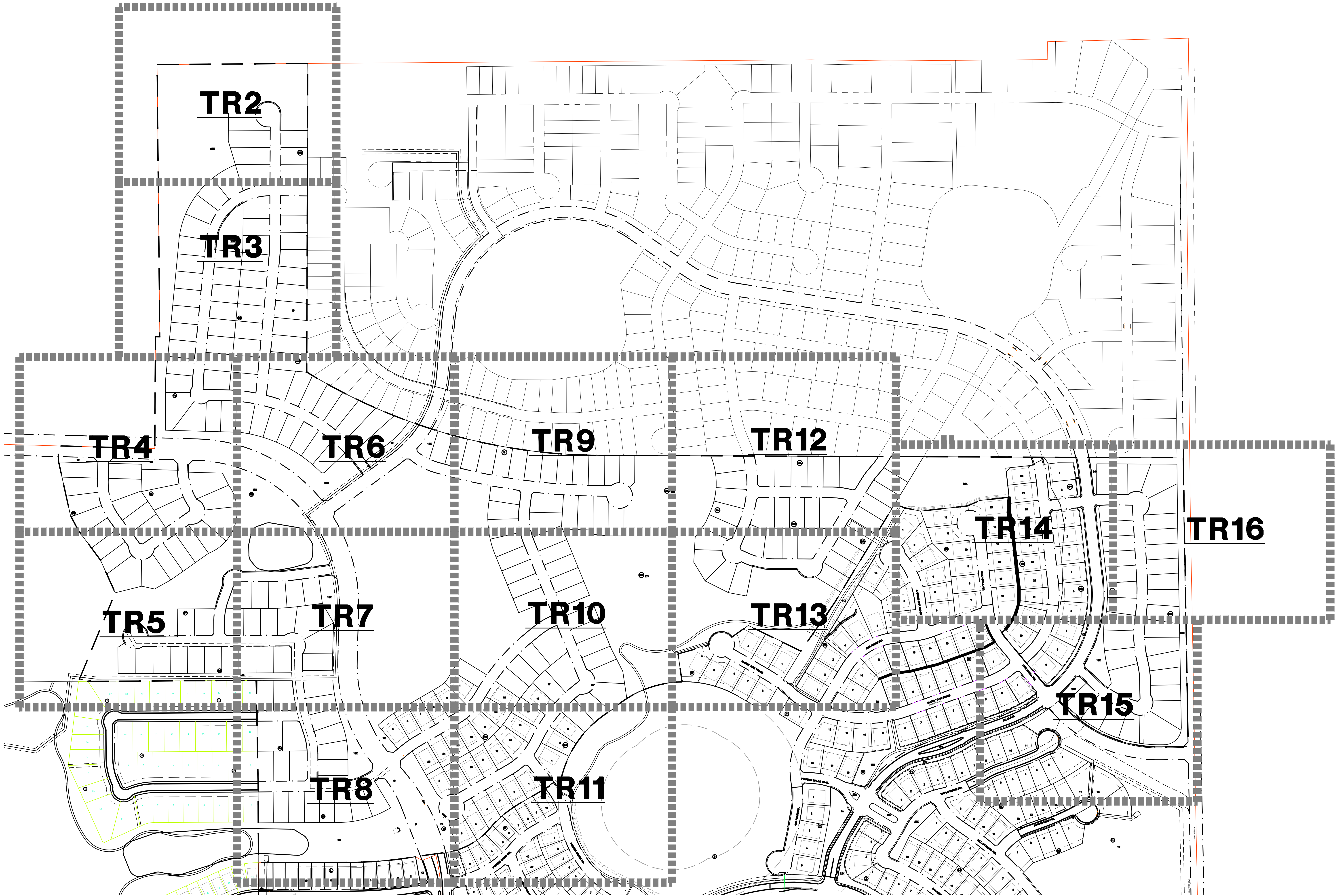
PLAN REVIEW REVISIONS		BY	DATE
#	Revised Site Layout	LWR	12-7-2012
1			
2	Revised to show Upland Habitat per Town Urban Forester	LWR	9-20-2013

PROJECT
WSC002

SHEET
TR1A of 16

Plotted by: Leonard Plot Date: 9/27/2013 9:09 AM

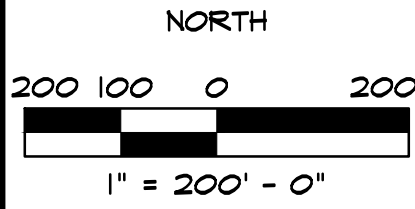
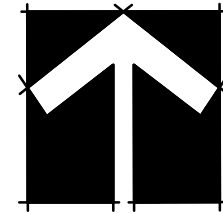
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THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE PAD LOCATION, THEREFORE, ADDITIONAL TREES WILL BE SAVED.



Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900



Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY

Overall Plan

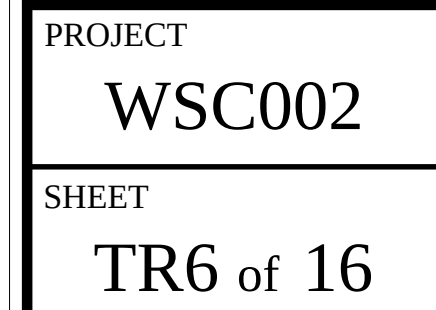
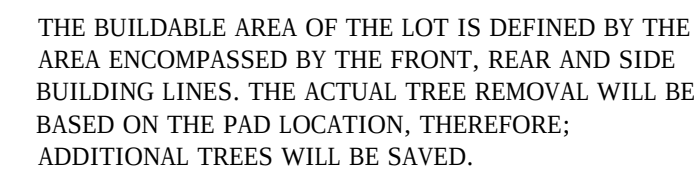
Canyon Falls - Phase 1

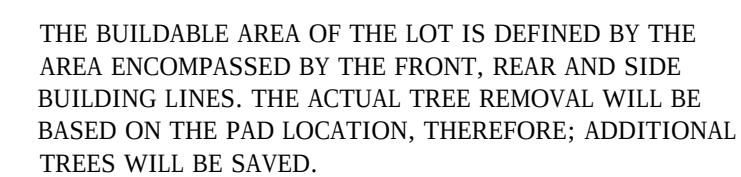
Town of Flower Mound, Denton County, Texas

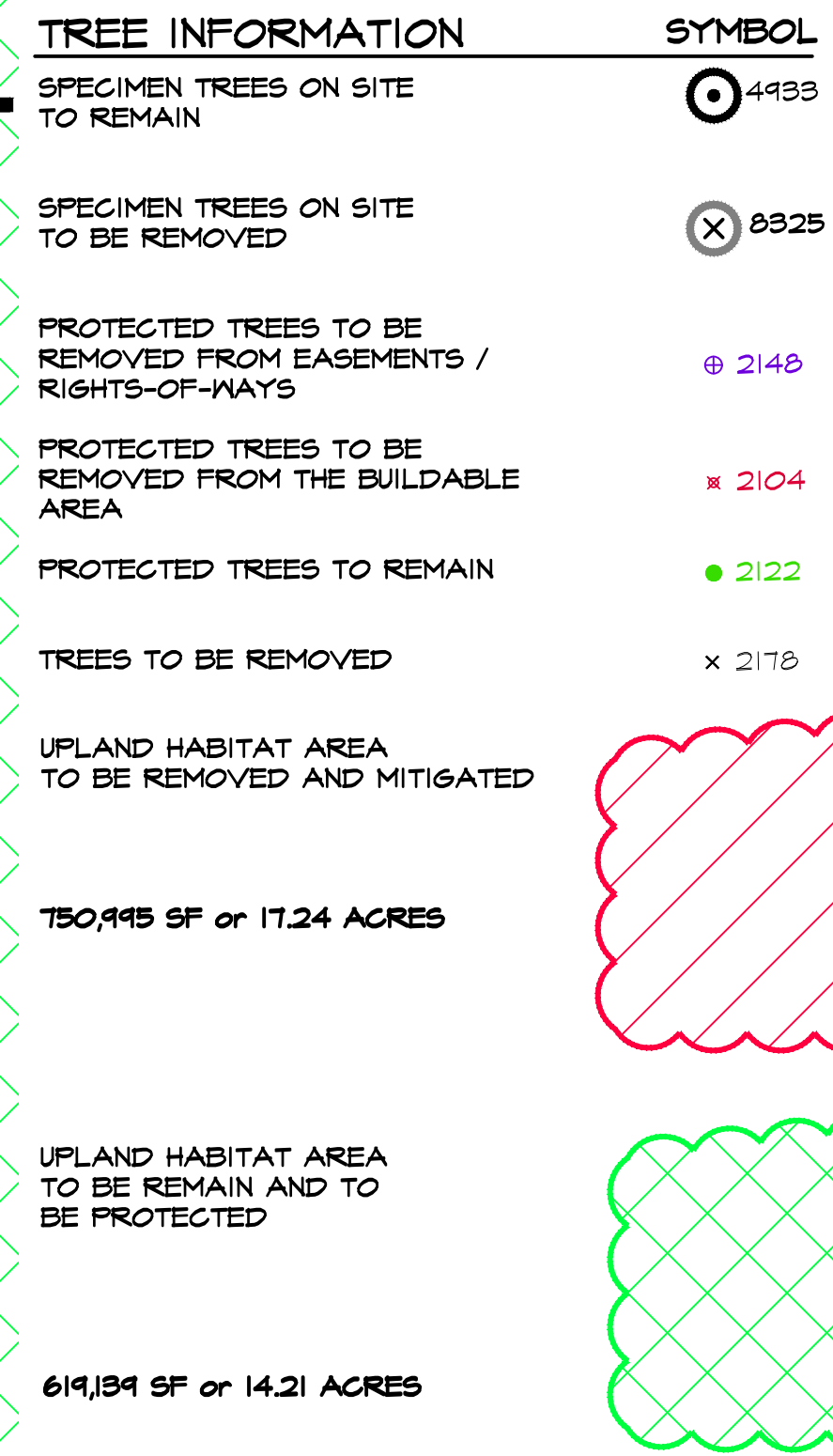
PLAN REVIEW REVISIONS		BY	DATE
#	1	LWR	12-7-2012
	2	LWR	9-20-2013

PROJECT
WSC002

SHEET
TR1 of 16







THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE PAD LOCATION, THEREFORE; ADDITIONAL TREES WILL BE SAVED.

WSC002

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Cond.</u>	<u>Status</u>	<u>Specimen</u>	<u>Habitat Delineation</u>
2000	27.75	Cedar Elm		Good	Buildable Area	Specimen	
2001	23.75	Cedar Elm		UL	Not Protected		
2002	29	Cedar Elm		Good	Remove	Specimen	
2003	39	Post Oak		Good	Remove	Specimen	
2004	35	Post Oak		Good	Remove	Specimen	
2005	21.75	Cedar Elm		CD	Remove	Specimen	
2006	23.75	Cedar Elm		Good	Easement	Specimen	
2007	21.25	Cedar Elm		CD	Easement	Specimen	
2008	NUMBER NOT USED						
2009	7.25	Cedar Elm		Good	Save		
2010	6.5	Cedar Elm		Good	Save		
2011	6.75	Cedar Elm		Good	Save		
2012	6.75	Cedar Elm		Good	Save		
2013	7.25	Cedar Elm		Good	Save		
2014	11.25	Cedar Elm		Good	Save		
2015	6.75	Cedar Elm		Good	Save		
2016	10.25	Cedar Elm		Good	Save		
2017	8	Cedar Elm		UL	Not Protected		
2018	7	Cedar Elm		Good	Save		
2019	14.25	Cedar Elm		Good	Save		
2020	9.25	Cedar Elm		Good	Save		
2021	7	Cedar Elm		Good	Easement		
2022	24.75	American Elm		RD	Save		
2023	19	American Elm		RD	Save		
2024	15	Chittam Wood		UL	Not Protected		
2025	7	American Elm		CD	Save		
2026	11.75	American Elm		UL	Not Protected		
2027	10.5	Cedar Elm		UL	Not Protected		
2028	7.5	Cedar Elm		UL	Not Protected		
2029	10.75	Cedar Elm		UL	Not Protected		
2030	7.75	Cedar Elm		UL	Not Protected		
2031	7.5	Chittam Wood		UL	Not Protected		
2032	6.75	Chittam Wood		UL	Not Protected		
2033	7	Chittam Wood		UL	Not Protected		
2034	8.5	Chittam Wood		UL	Not Protected		
2035	6	Chittam Wood		Good	Save		
2036	37	Post Oak		Good	Easement	Specimen	
2037	32	Post Oak		Good	Remove		
2038	20.75	American Elm		Good	Remove		
2039	9.75	Chittam Wood		Good	Save		
2040	21.75	Post Oak		Good	Save		
2041	19.25	Post Oak		UL	Not Protected		
2042	21.25	Cedar Elm		Split Trunk	Remove		
2043	30.5	Post Oak		Good	Remove		
2044	28	Post Oak		Good	Buildable Area		
2045	34	Post Oak		Good	Buildable Area	Specimen	
2046	6.75	Cedar Elm		UL	Not Protected		

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Cond.</u>	<u>Status</u>	<u>Specimen</u>	<u>Habitat Delineation</u>
2047	13.5	Chittam Wood		UL	Not Protected		
2048	20	Post Oak		Good	Remove		
2049	22.5	Post Oak		Rotten Trunk	Not Protected		
2050	36.75	Cedar Elm		Good	Buildable Area	Specimen	
2051	19	Post Oak		Leaning Trunk	Save		
2052	13	Post Oak		UL	Not Protected		
2053	17	Post Oak		UL	Not Protected		
2054	18.5	Post Oak		Good	Remove		
2055	6.75	Cedar Elm		UL	Not Protected		
2056	6.25	Cedar Elm		UL	Not Protected		
2057	7.25	Cedar Elm		UL	Not Protected		
2058	6.5	Cedar Elm		UL	Not Protected		
2059	8.25	Cedar Elm		Good	Buildable Area		
2060	7.75	Cedar Elm		Good	Buildable Area		
2061	6.75	Cedar Elm		Good	Buildable Area		
2062	7	Cedar Elm		CD	Remove		
2063	22.5	American Elm		Good	Buildable Area		
2064	14	American Elm		Good	Remove		
2065	8	Black Jack Oak		UL	Not Protected		
2066	6.75	Black Jack Oak		UL	Not Protected		
2067	7.5	Post Oak		Good	Remove		
2068	17.5	Black Jack Oak		Good	Remove		
2069	19.5	Black Jack Oak		Good	Save		
2070	6.75	Black Jack Oak		UL	Not Protected		
2071	6.5	Black Jack Oak		Good	Save		
2072	6.5	Black Jack Oak		Good	Remove		
2073	16	Black Jack Oak		Good	Buildable Area		
2074	6	Black Jack Oak		UL	Not Protected		
2075	10.5	Black Jack Oak		Good	Buildable Area		
2076	6.25	Post Oak		Good	Buildable Area		
2077	9.25	Post Oak		Good	Easement		
2078	17	Pecan		Good	Remove		
2079	8	American Elm		UL	Not Protected		
2080	8.5	Cedar Elm		Good	Remove		
2081	15.25	American Elm		UL	Not Protected		
2082	11.5	Post Oak		Good	Remove		
2083	8.75	Black Jack Oak		UL	Not Protected		
2084	12.25	Post Oak		Good	Easement		
2085	11.25	American Elm		UL	Not Protected		
2086	12	American Elm		UL	Not Protected		
2087	17.5	Pecan		Good	Remove		
2088	16.25	American Elm		Good	Easement		
2089	6	Cedar Elm		Good	Remove		
2090	32.25	American Elm		Good	Easement		
2091	11	American Elm		US	Remove		
2092	16	Black Jack Oak		Good	Buildable Area		
2093	15.25	Black Jack Oak		UL	Not Protected		
2094	15.25	Black Jack Oak		Good	Buildable Area		
2095	6.5	Black Jack Oak		UL	Not Protected		
2096	8	Post Oak		Good	Buildable Area		
2097	15.25	Black Jack Oak		UL	Not Protected		
2098	15	Black Jack Oak		Rotten Trunk	Not Protected		
2099	21	Black Jack Oak		Good	Buildable Area	Specimen	

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Cond.</u>	<u>Status</u>	<u>Specimen</u>	<u>Habitat Delineation</u>
2100	NUMBER NOT USED						
2101	14.75	American Elm		Good	Remove		
2102	13.75	Chittam Wood		Good	Remove		
2103	9.25	Pecan		UL	Not Protected		
2104	11.5	Pecan		UL	Not Protected		
2105	9.75	American Elm		UL	Not Protected		
2106	8	Cedar Elm		UL	Not Protected		
2107	6.75	Cedar Elm		UL	Not Protected		
2108	6	Cedar Elm		US	Save		
2109	8.75	Cedar Elm		UL	Not Protected		
2110	20.5	American Elm		UL	Not Protected		
2111	10.25	Cedar Elm		UL	Not Protected		
2112	8.25	Cedar Elm		US	Remove		
2113	6.5	Cedar Elm		UL	Not Protected		
2114	7.75	Cedar Elm		Good	Save		
2115	8.5	Cedar Elm		UL	Not Protected		
2116	9.5	Cedar Elm		UL	Not Protected		
2117	7.75	Cedar Elm		UL	Not Protected		
2118	7.75	Cedar Elm		UL	Not Protected		
2119	6	Cedar Elm		LT	Save		
2120	6.25	Cedar Elm		US	Save		
2121	10.5	Cedar Elm		UL	Not Protected		
2122	8.75	Cedar Elm		Good	Save		
2123	8	Cedar Elm		UL	Not Protected		
2124	8	Cedar Elm		Good	Remove		
2125	11.75	American Elm		Good	Save		
2126	6.75	Cedar Elm		UL	Not Protected		
2127	11.5	Cedar Elm		UL	Not Protected		
2128	11	Pecan		Good	Easement		
2129	17.75	Pecan		Good	Easement		
2130	6	Pecan		UL	Not Protected		
2131	8	Pecan		UL	Not Protected		
2132	6	Pecan		UL	Not Protected		
2133	6.5	Pecan		UL	Not Protected		
2134	8	Black Jack Oak		UL	Not Protected		
2135	12	Black Jack Oak		Good	Buildable Area		
2136	8.25	Black Jack Oak		Good	Remove		
2137	10.25	Black Jack Oak		Good	Remove		
2138	7	Black Jack Oak		UL	Not Protected		
2139	6	Black Jack Oak		UL	Not Protected		
2140	7	Black Jack Oak		UL	Not Protected		
2141	7.5	Black Jack Oak		UL	Not Protected		
2142	8.75	Black Jack Oak		Good	Remove		
2143	9.75	Black Jack Oak		Good	Buildable Area		
2144	6.25	Black Jack Oak		UL	Not Protected		
2145	8.5	Black Jack Oak		Good	Buildable Area		
2146	10.5	Black Jack Oak		Good	Buildable Area		
2147	9.5	Post Oak		LT	Easement		
2148	24	Post Oak		Good	Easement		
2149	15.25	Black Jack Oak		Good	Easement		
2150	7.5	American Elm		UL	Not Protected		
2151	13.5	Cedar Elm		Good	Remove		
2152	8.5	Cedar Elm		UL	Not Protected		

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Cond.</u>	<u>Status</u>	<u>Specimen</u>	<u>Habitat Delineation</u>
2153	7.25	Cedar Elm		UL	Not Protected		
2154	6	Cedar Elm		Good	Remove		
2155	6.25	Cedar Elm		UL	Not Protected		
2156	9.25	Cedar Elm		UL	Not Protected		
2157	6.25	Cedar Elm		UL	Not Protected		
2158	7.75	Cedar Elm		UL	Not Protected		
2159	8.75	Cedar Elm		UL	Not Protected		
2160	8.25	Cedar Elm		UL	Not Protected		
2161	7.5	Cedar Elm		UL	Not Protected		
2162	7.5	Cedar Elm		UL	Not Protected		
2163	6.75	Cedar Elm		UL	Not Protected		
2164	7.5	Cedar Elm		Good	Remove		
2165	11	Cedar Elm		UL	Not Protected		
2166	8	Cedar Elm		UL	Not Protected		
2167	7.75	Cedar Elm		Good	Remove		
2168	11	Cedar Elm		Good	Remove		
2169	6.75	Cedar Elm		UL	Not Protected		
2170	6.5	Cedar Elm		UL	Not Protected		
2171	6	Cedar Elm		UL	Not Protected		
2172	7.75	Cedar Elm		Good	Remove		
2173	7.75	Cedar Elm		UL	Not Protected		
2174	10.25	Black Jack Oak		UL	Not Protected		
2175	8.5	Black Jack Oak		UL	Not Protected		
2176	33.25	Post Oak		Good	Remove		
2177	20.25	Post Oak		UL	Not Protected		
2178	6.5	Cedar Elm		Good	Remove		
2179	12.25	Black Jack Oak		Good	Buildable Area		
2180	NUMBER NOT USED						
2181	8.25	Cedar Elm		Good	Easement		
2182	NUMBER NOT USED						
2183	8.25	Cedar Elm		UL	Not Protected		
2184	10.5	Pecan		UL	Not Protected		
2185	8.25	Cedar Elm		Good	Remove		
2186	9	Cedar Elm		Good	Remove		
2187	7.25	Cedar Elm		Good	Remove		
2188	16	Pecan		Good	Easement		
2189	11.75	Pecan		Good	Remove		
2190	20.25	Cedar Elm		Good	Remove		
2191	12.75	Cedar Elm		Good	Easement		
2192	32.5	American Elm		Good	Easement		
2193	10.75	Black Jack Oak		UL	Not Protected		
2194	6.25	Cedar Elm		UL	Not Protected		
2195	8.5	Cedar Elm		UL	Not Protected		
2196	11.25	Post Oak		Good	Remove		
2197	NUMBER NOT USED						
2198	NUMBER NOT USED						
2199	NUMBER NOT USED						
2200	NUMBER NOT USED						
2201	11.25	Black Jack Oak		Good	Buildable Area		
2202	7.5	Black Jack Oak		Good	Buildable Area		
2203	6.75	Black Jack Oak		UL	Not Protected		
2204	6.5	Black Jack Oak		UL	Not Protected		
2205	7	Black Jack Oak		UL	Not Protected		

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Cond.</u>	<u>Status</u>	<u>Specimen</u>	<u>Habitat Delineation</u>
2206	17	Black Jack Oak		Good	Buildable Area		
2207	8.5	Black Jack Oak		Good	Buildable Area		
2208	22.5	Black Jack Oak		Good	Remove		
2209	30.25	Post Oak		Good	Remove		
2210	8.5	American Elm		UL	Not Protected		
2211	NUMBER NOT USED						
2212	8	American Elm		UL	Not Protected		
2213	11.5	Post Oak		UL	Not Protected		
2214	9.5	Black Jack Oak		US	Easement		
2215	7.25	American Elm		Good	Remove		
2216	10	Black Jack Oak		US	Save		
2217	15	American Elm		UL	Not Protected		
2218	6	Post Oak		UL	Not Protected		
2219	6.75	Black Jack Oak		UL	Not Protected		
2220	6.5	Cedar Elm		UL	Not Protected		
2221	NUMBER NOT USED						
2222	10.25	Cedar Elm		UL	Not Protected		
2223	6	Cedar Elm		UL	Not Protected		
2224	6.25	American Elm		UL	Not Protected		
2225	8	Cedar Elm		UL	Not Protected		
2226	9.5	Cedar Elm		Good	Buildable Area		
2227	7	Cedar Elm		UL	Not Protected		
2228	6.75	Cedar Elm		UL	Not Protected		
2229	6	Cedar Elm		UL	Not Protected		
2230	8	Cedar Elm		Good	Buildable Area		
2231	7.75	Cedar Elm		UL	Not Protected		
2232	6.5	Cedar Elm		UL	Not Protected		
2233	6.75	Cedar Elm		UL	Not Protected		
2234	7	Cedar Elm		Good	Buildable Area		
2235	8.25	Cedar Elm		UL	Not Protected		
2236	8.25	Cedar Elm		UL	Not Protected		
2237	8	Cedar Elm		UL	Not Protected		
2238	7.5	American Elm		UL	Not Protected		
2239	24.5	Cedar Elm		Good	Remove	Specimen	
2240	7.5	Cedar Elm		UL	Not Protected		
2241	10.75	American Elm		UL	Not Protected		
2242	7	Cedar Elm		UL	Not Protected		
2243	8	Pecan		Good	Remove		
2244	8	Pecan		Good	Buildable Area		
2245	6.25	Cedar Elm		UL	Not Protected		
2246	6.75	Cedar Elm		UL	Not Protected		
2247	9.25	Cedar Elm		UL	Not Protected		
2248	7.75	Cedar Elm		Good	Easement		
2249	8.75	Post Oak		UL	Not Protected		
2250	9.5	Black Jack Oak		UL	Not Protected		
2251	8.5	Black Jack Oak		LT	Easement		
2252	11.75	Black Jack Oak		UL	Not Protected		
2253	NUMBER NOT USED						
2254	7.25	Black Jack Oak		Good	Easement		
2255	8	Black Jack Oak		UL	Not Protected		
2256	7.25	Black Jack Oak		UL	Not Protected		
2257	16.75	Black Jack Oak		Good	Buildable Area		
2258	17	Post Oak		Good	Remove		

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Cond.</u>	<u>Status</u>	<u>Specimen</u>	<u>Habitat Delineation</u>
2259	25.5	Chittam Wood		UL	Not Protected		
2260	9.5	Chittam Wood		UL	Not Protected		
2261	9.5	Black Jack Oak		Good	Remove		
2262	11.25	Black Jack Oak		Good	Remove		
2263	7.25	Pecan		UL	Not Protected		
2264	8.5	Black Jack Oak		Good	Remove		

<u>Tree Classification</u>	<u>Total Caliper Inches - Protected Trees</u>	<u>Cal. Inches to be Mitigated</u>
Buildable Area	411.3	0.0
Easement	339.0	0.0
Remove	763.5	763.5
Save	283.0	0.0
Total Caliper Inches to Be Mitigated		1,145.3

NOTE: Trees exhibiting hazardous health conditions such as split trunk, canopy dieback, root decay, and unilateral canopy have been classified as Not Protected Per Town of Flower Mound Tree Ordinance and in the interest of the health and safety of the general public. Protected trees to be mitigated at 1.5" per caliper inch removed outside of Buildable Area and Easements. Specimen trees to be mitigated at

The upland habitat area that is impacted by development plan #3 is 750,995 square feet or 17.24 acres. Record plats for Villages 10A, 13 & 16B will impact 270,072 square feet or 6.2 acres of Upland Habitat. Per the Town of Flower Mound requirements, a fee of \$15,000 per acre shall be owed to the Town's Tree Preservation Fund.



Town Council Future Agenda Items



SCHEDULED	1/19/2017	Work Session	Discuss and receive direction on Community Support funding policy
		Work Session	Discuss and receive direction on senior housing options
	2/6/2017	Consent	Consider approval of a resolution adopting a Multiple Use Agreement with the Texas Department of Transportation (TxDOT) for the installation of an outdoor warning siren on TxDOT's highway right-of-way.
		Consent	Consider approval of a Professional Services Agreement with Boswell & Reyes International, LLC., to provide construction materials testing services associated with the Bruton Orand EST Rehabilitation project, in the amount of \$31,460.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 6, 2017, for the offices of Town Council Place 1, Town Council Place 3, and Town Council Place 5.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on January 17, 2017.
		Consent	Consider approval of the minutes from a work session of the Town Council held on January 19, 2017.
		Regular	Consider approval of a Development Agreement with Toll Brothers, Inc. for the construction of Town infrastructure associated with the Oak Bridge residential development; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of an amended Development Agreement for the River Walk Public Improvement District No. 1, and authorization for the Mayor to execute same on behalf of the Town.
	2/16/2017	Work Session	Joint work session with the Environmental Conservation Commission (ECC) to discuss the Town's Sustainability Plan.
	2/20/2017	Consent	Oak Drive Water Main Replacement Change Order 3 and Final Acceptance.
		Consent	Purchase & Install Playground Equipment @ Gaston Park.
		Consent	Sagebrush Drive Change Order 5 and Final Acceptance.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on February 6, 2017.

SCHEDULED	2/20/2017	Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017, 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.
		Regular	Public Hearing to consider a request for rezoning (ZPD16-0011 - Timber Creek Medical Park) to amend Planned Development District-114 (PD-114) with Retail District-2 (R-2) and Office District (O) 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 east of Long Prairie Road and south of College Parkway. (The Planning and Zoning Commission recommended by a vote to at its February 13, 2017, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0009 - Timber Creek Medical Park) to amend Section 4.0, Urban Design Plan, by amending the roof and parapet standards to request a waiver for the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Long Prairie Road and south of College Parkway. (Planning and Zoning Commission recommended by a vote of to at it's February 13, 2017, meeting.)
3/6/2017	Consent		Western O&M Facility (Temporary Fire Station No. 6) Change Order 5 and Final Acceptance.
	Consent		Consider approval of the minutes from a regular meeting of the Town Council held on February 20, 2017.
	Consent		Consider approval of the minutes from a Joint Town Council/Environmental Conservation Commission work session held on February 16, 2017.
3/20/2017	Consent		FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
	Consent		Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	Consent		FM 2499 / Gerault Drainage and Intersection Construction Award.
	Consent		Heritage Park Phase IV Design Award.
	Consent		FM 2499 & FM 3040 Water Line Crossing Change Order 2 and Final Acceptance.
	Consent		Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
3/23/2017	Work Session		Joint work session with the Transportation Commission to discuss the Town's Thoroughfare Plan.

SCHEDULED	4/3/2017	Consent	2015 Street Reconstruction (Canterbury Lane & Superior Place)
		Consent	Heritage Park Phase III Construction Award.
	4/17/2017	Presentation	Graduation Day - Flower Mound Citizens Academy - Class of 2017
	4/20/2017	Work Session	Presentation and discussion regarding the Town requirements and process for Traffic Impact Analyses
	5/15/2017	Regular	Placeholder: Canvass May 6, 2017 Election
	6/15/2017	Work Session	Presentation and discussion on the Town's floodplain standards
	6/19/2017	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, 2017 and ending September 30, 2018, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	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, 2017; and authorization for the Mayor to execute same on behalf of the Town.
	8/7/2017	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, 2017, and ending September 30, 2018.
		Consent	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
		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 21, 2017, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2017, 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 Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2017, 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	8/7/2017	Consent	Consider proposing a maximum tax rate of \$0.____ per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and scheduling August 21, 2017, public hearings on the budget and tax rate, September 5, 2017, public hearing on the tax rate, and scheduling the September 18, 2017, 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	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
	8/17/2017	Work Session	Hold a discussion and provide direction regarding the FY 2017-2018 Proposed Budget, including Community Support funding.
	8/21/2017	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, 2017, and ending on September 30, 2018.
		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, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
	9/5/2017	Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	9/18/2017	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, 2017, and ending on September 30, 2018.
		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, 2017, and ending on September 30, 2018.

SCHEDULED	9/18/2017	Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, 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, 2017.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Shady Point Acres Water Main Replacement Construction Award.
		Consent	Waketon Road Drainage Study.
		Regular	Public Hearing to consider an application for a tree removal permit for nineteen (19) specimen trees on property proposed for development as The Lakes. The property is generally located west of Shiloh Road and north of Cross Timbers Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its June 7, 2016, meeting).