AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/6/2017

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Presentation from CoServ regarding Capital Credit allocation to the Town of Flower Mound.
2. Certificate of Recognition for Town of Flower Mound volunteers, The Thallam Family.

E. PUBLIC PARTICIPATION

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

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

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on new town hall and library expansion.
4. ~~Update and discussion on the Morriss/Gerault Road Capacity Improvement Project~~.
5. Update and discussion on the Canyon Falls tree removal request.

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. The next Town Council meeting is a work session scheduled for Thursday, February 16, 2017.

2. Consider canceling the following 2017 meeting:

   July 3, regular meeting (due to Independence Day next day)

   Consider canceling and rescheduling the following 2017 meeting:

   September 4 (Labor Day), regular and reschedule to September 5 (Tuesday)

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 1/17**- Consider approval of the minutes from a regular meeting of the Town Council held on January 17, 2017.
2. **Minutes 1/19**- Consider approval of the minutes from a work session of the Town Council held on January 19, 2017.
3. **Calling election**- 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.
4. **TxDOT warning siren**- 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.
5. **Bruton Orand storage tank**- 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.
6. **Purchase of aerial bucket truck**- Consider approval of the purchase of one (1) 2017 Ford F-550 (upgraded from F-450) Regular Cab & Chassis w/Dakota Special Service Body and Versalift Aerial Unit for the Public Works - Traffic Operations Department from Sam Pack's Five Star Ford in the amount of $102,662.00.
7. **Purchase of pickup trucks**- Consider approval of the purchase of two (2) 2017 Ford F150 Extended Cab Pickup Trucks for the Development Services – Building & Inspection Services Department from Sam Pack's Five Star Ford in the amount of $51,632.00.

8. **Purchase of equipment**- Consider approval of the purchase of one (1) Case 750 M LT Dozer with attachments for the Public Works – Stormwater: Drainage & ROW Department from Associated Supply Company, Inc in the amount of $86,347.24.

K. REGULAR ITEMS

9. **Timber Place, LP Support resolution**- Public Hearing to consider a resolution supporting an application by Timber Place, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Auburn Drive and Cross Timbers Road.

10. **Marigold Housing, LP Support resolution**- Public Hearing to consider a resolution supporting an application by Marigold Housing, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Justin Road and Stone Hill Farms Parkway.

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

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

M. CLOSED MEETING

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

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

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

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

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

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: February 2, 2017, at 11:45 a.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: February 6, 2017

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from a regular meeting of the Town Council held on January 17, 2017.**

BACKGROUND INFORMATION: The Town Council held a regular meeting on January 17, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on January 17, 2017.

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 17TH DAY OF JANUARY 2017, 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/01172017-1302 *(subject to change)*

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

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Drew Larkin	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
James Hoefert	Environmental Review Analyst

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Mark Sherrill gave the invocation and Mayor Hayden led the pledges.

D. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject *(as written on the form)*
1.	Pravachan Lokesh, Holden Edmondson, Michael Rathon	Graffiti
2.	Andrew Berry, 1804 Richwood Dr, Austin *(administrative note: Mr. Berry spoke when Mayor Hayden reopened public participation after the Town Manager Report/senior housing discussion)*	Skilled nursing facility (community needs waiver application)

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3.	Paul Stone, 709 Lake Bluff	MLK+
4.	Ron Newton, 2257 Shoreline Dr	Green Acres Farm Tree Farm & Public safety of access to Green Acres Farm along Hide-A-Way Ln
5.	Carol Kohankie, 4312 Lauren Way	Book Sale – library
6.	Laura Dillon, 6013 Rock Cove	Senior housing

E. ANNOUNCEMENTS

Several members of Council expressed concern for the police officer that was shot today in the Town of Little Elm.

Councilmember Jason Webb reflected on his service on Council and announced that he will be running for reelection, Town Council Place 1, this May.

Councilmember McDaniel expressed concern regarding various misstatements and omissions in an article recently submitted and published in a local paper by Councilmember Gelbman on the topic of housing.

Mayor Pro Tem Bryant had the following announcements:

- Reported on the recent Martin Luther King, Jr. event
- Announced that the FMHS football team and their boosters will be going to Sunset High School in Dallas tomorrow night to provide that football team a football banquet
- He reflected on his service on Council and announced that he plans to run for reelection in May

Mayor Hayden had the following announcements:

- Expressed his appreciation for the young men that came forward earlier in the meeting to apologize and how it took courage
- He indicated there is a need for the Town to bank land for future park use while there is still an opportunity to do that, and how that will be important 15 – 20 years from now

Deputy Mayor Pro Tem Webb recited excerpts from an article recently submitted and published in a local paper by Councilmember Gelbman, followed by offering clarification on some of the statements.

Councilmember Gelbman offered clarification regarding statements he made in the article he wrote and submitted to a local paper.

F. 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:

   - Sagebrush Drive should be finished next week

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2. Update and discussion on Economic Development projects.

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

   - Parkview Commerce Center update
   - Fit Manufacturing is now open
   - Taco Brone in Parker Square has reopened under the name of Gabriela & Sofia's Tex-Mex
   - Edison Coffee is soon to open in Parker Square
   - Taco Bueno is expected to open February 17

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

   Mr. Stathatos gave an update on the status of the new town hall and noted next steps regarding what would be needed for a library expansion.

4. Update on the Town Council strategic initiatives.

   Mr. Dalton gave a progress report on the Council's strategic initiatives.

5. Update and discussion on senior housing.

   Administrative Note: This item was heard last on the Town Manager's Report.

   Mr. Dalton gave a presentation identifying or noting:

   - A review of past discussions
   - Senior housing types
   - Existing facilities
   - Summary of direction to seek senior housing developers
   - November 21 update
   - Senior housing overlay boundary and requirement of amendment of Section 1.0 of the Town's Master Plan
   - Development interest
   - Next steps

   There was Council discussion as follows:

   - How the marketplace will dictate the number of units for a senior project; however, it doesn't need to be 3,000+ units
   - How the overlay serves the purpose of showing developers Council is serious
   - How there is a void for senior housing in Flower Mound
   - Given the impact to adjacent property owners there should be a master plan amendment
   - How the draft boundary map takes into account the proximity to medical facilities, shopping, and the senior center amenity
   - The pros and cons associated with having a senior housing overlay boundary
   - When decisions are made relative to a developer for a senior housing project, consideration needs to be given to the type of project and not necessarily the first one that comes along
   - Encouraged developers that are interested in constructing a senior housing facility to visit with the seniors in the community for their input

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Mr. Dalton, Mr. Powell, Mr. Stathatos, or Mr. Larkin responded to questions from Council as follows:

- Did staff contact the two developers coming forward tonight or did they contact the Town
- Will the overlay have the option to be removed once it's served its use
- What is the benefit of having the overlay and what specifically would it allow
- Would the possibilities be limited to the boundary map as presented
- How many votes would it take to pass the overlay
- How many groups have staff contacted for senior housing projects, and was the overlay option discussed
- Interest in irrevocable deed restrictions to keep it from being flipped to another in the distant future (i.e. 20 years)
- How tax credit calculations work
- What is the necessity of a resolution of support to coincide with an application
- Clarification regarding the formal approval process and property owner entitlements

Administrative Note: The following individuals completed speaker cards for the public participation portion of the meeting; however, Mayor Hayden opted to have them speak during the Town Manager's report/senior housing update.

Todd Wind, Vice President – Development, Picerne Development Corporation of Florida

Mr. Wind gave a presentation identifying or noting:

- Picerne Real Estate group background information, including past projects
- Timber Place proposal (100 units)
    - Age restricted – 55 and over
    - Proposed unit mix (50 1 bdrm units, 50 2 bdrm units
    - Income set asides
        - 60% of AMI – 45 units
        - 50% of AMI – 36 units
        - 30% of AMI – 9 units
        - Market – 10 units
    - Average renter age

Mr. Wind responded to questions from Council as follows:

- What are typical amenities
- What would the proposed rent be
- How is the development maintained for the long term
- If there is an income test how is this not considered lower income housing
- Has there been a market study, and if so, is there a market for senior housing in Flower Mound
- Are they set on the location identified on Cross Timbers

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Linda S. Brown, 2010 Kessler Pkwy, Dallas and Moe Mohanna, 330 W Victoria, Gardena, CA

Mr. Mohanna or Ms. Brown gave a presentation identifying or noting:

- Background information about the company
- How housing tax credits work
- No rental subsidy from a government program
- How state regulations are a factor for developers
- Financial structure is designed for the long term cash flow
- In addition to age and income verification, they also conduct background checks

Mr. Mohanna or Ms. Brown responded to questions from Council as follows:

- Clarification regarding the application process

Mayor Hayden summarized that Council will have a more in depth discussion at the work session on Thursday, January 19th.

6. Update and discussion on the Town's underground utilities ordinance.

Mayor Hayden reiterated Councilmember McDaniel's idea of initiating fees instead of granting waivers, with the understanding that those funds could be placed in escrow to be used later for burying overhead utility lines in key locations in Flower Mound.

There was Council discussion as follows:

- Legality and mechanics associated with the possibility of creating an escrow fund for that purpose
- The distance required by providers to bury a line
- Direct versus indirect impact

Mr. Stathatos, Mr. Dalton, or Mr. Larkin responded to questions from Council or offered comments as follows:

- Clarification that funds would need to be reinvested in the same area in which the project funds were collected from
- Who or what statute determines the radius in which those funds can be used
- Funds would need to be given back to a developer if not used within ten years
- Cost associated with burying power lines
- Challenge of determining rough proportionality of the lines

Mayor Hayden summarized that Council would like to have a future discussion at the next strategic planning session relative to the option of creating an escrow account, or to explore other options for the purpose of addressing the issue of overhead utility lines, along with feasibility aspects.

G. FUTURE AGENDA ITEMS

1. There was Council consensus to discuss and consider authorizing the mayor to initiate a letter of support at the next Council meeting, and as requested by Mr. Andrew Berry (representing CL Healthcare, LLC), to coincide with a community needs waiver application with the Department of Aging and Disability Services for a

skilled nursing facility. Mr. Berry offered comments during public participation indicating that the waiver would allow the facility the right to treat Medicaid recipients, and a letter from the Town would show that the community is in support of additional health care resources. Based on an informational brochure previously provided to Council, the project is described as follows:

- 6-acres
- 52,000 square foot skilled nursing and rehabilitation facility
- 116 beds
- Total project costs, including operational expenses, should exceed $14 million
- 140 full time employees with an annual payroll of more than $4 million
- The facility will contain: multiple dining areas, a chapel, beauty shop, day area, television lounge, snack bar, multiple nursing stations, administrative offices and an extensive rehabilitation gym
- Some of the services the facility will provide:
    - Physician care and practitioner services
    - 24-hour skilled nursing care
    - Speech therapy
    - Occupational therapy
    - Activities of daily living (ADL) services
    - Custodial care
    - Dementia management
    - IV therapy
    - Medication administration
    - Social services
    - Wound care

H. COORDINATION OF CALENDARS

Mayor Hayden announced that the next Town Council meeting is a work session scheduled for Thursday, January 19, 2017.

I. CONSENT ITEMS

1. 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.

RECOMMENDATION: Move to approve 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.

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2. 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.

   RECOMMENDATION: Move to approve 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.

   RESOLUTION NO. 01-17

   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.

3. 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.

   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 authorization for the Mayor to execute same on behalf of the Town.

4. 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.

   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 authorization for the Mayor to execute same on behalf of the Town.

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

   RECOMMENDATION: Move to approve the purchase of The Brazos Technology eCitation/Accident Reporting Data Capture System by the Flower Mound Police.

   Item 6 was moved from consent to regular items at the request of Deputy Mayor Pro Tem Bryan Webb.

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7. 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.

   RECOMMENDATION: Move to approve 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. 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.

   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.

9. 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.

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

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

11. 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.

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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.

Councilmember Jason Webb moved to approve by consent Items 1 – 5; 7 – 11. Mayor Pro Tem Bryant seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

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

J. REGULAR ITEMS

6. 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.

   Mr. Parr gave a presentation identifying or noting:
   - Purpose of the water line repair project
   - Scope of work
   - Challenges associated with the project

Councilmember McDaniel moved to approve 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. Mayor Pro Tem Bryant seconded the motion.

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

12. 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.

    Staff Presentation

    Ms. Wallace described the purpose of the item.

    Mayor Hayden summarized that the revenue source is the Tax Increment Reinvestment Zone (TIRZ) and the use of funds is for the new Town Hall.

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Mayor Pro Tem Bryant moved 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. Councilmember Jason Webb seconded the motion.

RESOLUTION NO. 02-17

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.

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

13. 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).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Location (aerial view)
- Project information
- How the item is coming back under the new standards for post oak specimen size
- Photographs of the trees being requested to be removed

Mr. Hoefert or Mr. Larkin responded to questions from Council regarding:

- Were the three trees there when the first tree removal request came forward
- Why is the item coming back to Council
- Legalities associated with a denial
- Is the applicant following all standards and requirements necessary for mitigation

At 8:56 p.m. Town Council convened into closed session in accordance with Texas Government Code Chapter 551.071 for consultation with the Town Attorney and reconvened at 9:05 p.m.

There was Council discussion relative to how this item is following the new tree ordinance Council recently approved.

Mayor Hayden opened the Public Hearing at 9:08 p.m.

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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.

Mayor Hayden closed the Public Hearing at 9:08 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve 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. Councilmember McDaniel seconded the motion.

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

14. 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).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:
- Aerial image of the property demonstrating the full extent of the location
- Project information
- Zoomed in aerial image, noting the tree well
- Original tree survey from 2011/2012
- Photograph of the tree requested to be removed

Mr. Hoefert responded to questions from Council as follows:
- Is there any concern as it relates to the lean of the tree
- If mitigation is restricted to the site associated with the request for removal or could it be anywhere within the Town
- What is the possibility of mitigation on site for this development

Applicant Presentation

Will Swerdlow, Associate Landscape Designer, and Ron Stewart, Senior Landscape Architect, G & A Landscape Architecture, 111 Hillside Dr, Lewisville, TX

Mr. Swerdlow or Mr. Stewart gave a presentation identifying or noting:
- Background information on the project, including the change of ownership with the development
- Project location

DRAFT

- Lot and floor plan, including setback information
- Why they are requesting the tree to be removed

Mr. Swerdlow or Mr. Stewart responded to questions from Council as follows:

- Is there not any way they can build on the lot without removing the tree, albeit with a different house plan
- Are there models in existence that could be built on this property without the tree being removed
- Clarification regarding his relationship with the developer
- Was the buyer of the lot made aware that a condition of this lot is that authorization for the tree removal would need to be granted

There was Council discussion as follows:

- Original intent was to preserve the trees indefinitely, particularly because of the expense of the tree well that was constructed
- Acknowledgement of having received a petition from area residents relative to saving the tree
- Whether there is ample room to build a home on this lot with the tree in place

Mayor Hayden opened the Public Hearing at 9:23 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
None.	1. Leanne Edwards, 5808 Naples Drive 2. Jim Engel, 5110 Bayberry St	None.

Mayor Hayden closed the Public Hearing at 9:30 p.m.

Councilmember McDaniel moved to deny 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. Councilmember Jason Webb seconded the motion.

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

15. 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).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Aerial photograph to demonstrate the full extent of the area
- Project information
- Upland habitat impact area
- Specific trees being requested for removal, including photographs of each
- Health condition of trees

Mr. Hoefert or Mr. Stathatos responded to questions from Council as follows:

- Clarification regarding the disqualification of one of the trees
- Are the trees numbered 2003 and 2004 having to be removed because of the road
- What changed from the original application that the tree removal is needed now versus when it originally came forward
- Tree protection guidelines
- What process is in place to ensure the developer is doing everything they can within reason to save the tree
- If crushed concrete stabilization instead of lime, or other related options, could be used on this segment of the roadway in the interest of saving the tree
- What is the largest tree that the Town can move and what is the success rate for trees that the Town has moved in the past

Applicant Presentation

Bob Ditthardt, Senior Project Manager, NASH Canyon Falls, LLC, 4835 LBJ Freeway, Ste 690, Dallas, TX

Mr. Ditthardt responded to questions from Council as follows:

- If there are utilities going under one or both of those trees (2003 or 2004)

Mayor Hayden opened the Public Hearing at 9:46 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**
None.	None.	Leanne Edwards, 5808 Naples Drive

Mayor Hayden closed the Public Hearing at 9:47 p.m.

There was Council discussion as follows:

- If there is interest (as expressed by the applicant) in saving the 39" post oak tree, how is approving it's removal incentivizing the developer to save the tree

DRAFT

- How waiting two weeks is not going to change the answer of the developer that they will try and save the trees
- There is a financial incentive for the applicant to save the tree

Mayor Hayden summarized that Council would like the applicant to utilize creativity in doing everything they can to save the 39" post oak.

Deputy Mayor Pro Tem Bryan Webb moved to approve 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. Councilmember McDaniel seconded the motion.

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

K. BOARDS/COMMISSIONS(Executive Conference Room)

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

No action taken.

L./M. CLOSED/OPEN MEETING

The Town Council did not convene into closed meeting.

a. 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.

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

   No action taken.

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

DRAFT

No action taken.

d. Consultation with Attorney as follows:

1. Regarding the Low-Income Housing Tax Credit program.

No action taken.

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 9:51 p.m. on Tuesday, January 17, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

THOMAS E. HAYDEN, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

DRAFT

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TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: February 6, 2017

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from a work session of the Town Council held on January 19, 2017.**

BACKGROUND INFORMATION: The Town Council held a work session on January 19, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a work session of the Town Council held on January 19, 2017.

Attachment 1

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 19, 2017 BOOK 44 PAGE 355

THE FLOWER MOUND TOWN COUNCIL WORK SESSION MEETING HELD ON THE 19th DAY OF JANUARY, 2017, 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/01192017-767 (subject to change)

The Town Council met in a work session with the following members present:

Tom Hayden	Mayor (left at 7:57 p.m.)
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4

With the following members absent:

Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Kay Wilkinson	Budget and Grants Manager
Doug Powell	Executive Director of Development Services

A. CALL WORK SESSION TO ORDER

Mayor Hayden called the work session to order at 6:00 p.m.

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

Councilmember McDaniel gave the invocation and Mayor Hayden led the pledges.

D. WORK SESSION ITEM

1. Discuss and receive direction on Community Support funding policy.

Staff Presentation

Ms. Wilkinson gave a presentation identifying or noting:

- Program administration criteria set in FY 2000-2001
- Program eligibility
- Criteria revisions (August 2005, August 2010, and September 2014)
- Community support allocation by year

DRAFT

- FY 2016-17 funded organizations
- Discussion points from the 2016 budget work sessions

There was Council discussion as follows:

- Past history related to community support funding
- Whether or not community support funding should or shouldn't be included in the budget in general
- Whether or not it's the role of Town government to decide the highest and best use of charitable dollars
- Cultural arts versus social services funding
- Whether or not the organizations receiving funds are providing a service that relieves a burden within the Town
- Whether or not the funds being provided by the Town is critical to the success of the organization and that information could serve as a measurement for the purpose of determining funding levels
- The impact associated with removing the funding all together
- Consider changing the funding to a set amount instead of a percentage
- Idea of having an oversight level with the people most knowledgeable to validate the expense or consider creating an ad hoc committee
- The possibility of having the Cultural Arts Commission provide feedback for the art related organizations
- Interest in having more details about each organization to assist with the decision making process and associated funding allocations, and well in advance of the budget. That information could include things such as how they measure their success or an effectiveness rate with the funds provided in the previous year, and direct benefit that the Town is getting
- Have a not to exceed amount to limit out of control growth but to match inflation

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

- Whether or not staff should be involved in the decision making process for the charitable organizations funding within the budget framework, with the possible litmus test being whether or not a direct benefit for the Town was achieved to the point where it relieves a burden

There was Council direction to continue with the community support funding program; however, with the understanding staff would gather more information during the application period (i.e. success rates with funds from the previous year, overall effectiveness rate, more comparable information, and what is the direct benefit for the Town based on services provided). In addition the Cultural Arts Commission would serve in a funding recommendation role for the arts related organizations.

2. Discuss and receive direction on senior housing options.

Mr. Dalton gave a presentation identifying or noting:

- Senior housing types

DRAFT

- Independent living product
- Overlay undeveloped areas
- Proposed senior development projects

There was Council discussion as follows:

- How there is an unmet demand for senior rental
- Whether Council should pick the number of units or let the market dictate that
- A review of the discussion points from the Tuesday, January 17, 2017 meeting
- Interest in doing a site review of the type of senior developments being proposed that already exist nearby, and are 10 – 15 years of age, to confirm if they are maintained
- Considerations need to be given relative to a location, such as proximity to hospital, shopping, and medical care
- Time line
- Interest in having more options to consider that would include something in the middle, and/or the availability of smaller size homes ranging from 800 – 1,000 sf for ownership
- The option of tax credits
- Interest level as it relates to the overlay boundary on the land use map, including whether or not it should be expanded
- Irrevocable deed restriction would be a requirement for any senior housing project and it must be in the zoning
- Create amenities for the audience trying to reach; however, retain the discretion to change
- Some of the criteria should be:
    - not to exceed three stories
    - generalized for accessibility that would include features such as an elevator
    - compatibility buffer
    - proximity and adjacency
- What the official Resolution would mean

Mr. Dalton or Mr. Powell responded to questions from Council as follows:

- Accessibility to a traffic signal from the Justin Road location
- Compatibility buffer setback standards
- How definitive should the amenities be
- Clarification as to if there was a 30 or 40 year restriction associated with an irrevocable deed restriction

Moe Mohanna, 330 W Victoria, Gardena, CA

Mr. Mohanna gave a presentation identifying or noting:

- How the number one amenity for senior housing is affordability
- Critical nature of support resolution and what it means
- How they plan to spend a lot of time with the neighborhoods

DRAFT

Mr. Mohanna responded to questions from Council as follows:

- Interest in understanding more about some of their existing properties that are in the area and 15+ years

Todd Wind, 13785 Research Blvd, Austin

Mr. Wind gave a presentation identifying or noting:

- How use of a tax credit is the best way to get affordable housing to Flower Mound

Mr. Wind responded to questions from Council as follows:

- What is the time line in the event an award is received from the state

Mayor Pro Tem Bryant opened the floor for public participation at 8:14 p.m.

Laura Dillon, 6013 Rock Cove, Flower Mound, Vice President of Stone Hill Farms HOA Board

Ms. Dillon provided feedback based on her role as an HOA representative of Stone Hill Farms (a neighborhood that is adjacent to one of the proposed senior housing developments).

Mr. Dalton summarized that the direction is to:

- move forward with the overlay in the current location; however, removing the River Walk
- work on the language in the master plan to make sure not too loose or too tight
- clarification of the mandatories: rental, multi-story, and deed restricted
- public hearing before voting in
- staff to follow up with the contacts made

E. ADJOURN WORK SESSION

Mayor Pro Tem Bryant adjourned the work session at 8:16 p.m. on Thursday, January 19, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

THOMAS E. HAYDEN, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

DRAFT

TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 6, 2017

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 6, 2017, for the offices of Town Council Place 1, Town Council Place 3, and Town Council Place 5.**

BACKGROUND INFORMATION: The Town's General Election was previously held on the second Saturday in May. This date was changed to the first Saturday in May as a result of the 84th Texas Legislative Session (2015). Council Member Place 1, Council Member Place 3, and Council Member Place 5 shall be elected at the general election.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the May 6, 2017, election, and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $5,600.00

Proposed Expenditure:	Account Number(s):
$ 5,200 (Denton County)	100-610-10300-5110
$ 400 (Tarrant County)	100-610-10300-5110

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

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

ATTACHMENTS:

1. Draft resolution

RECOMMENDATION: Move to approve a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 6, 2017, for the offices of Council Member Place 1, Council Member Place 3, and Council Member Place 5.

TOWN OF FLOWER MOUND

RESOLUTION NO. -17

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, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

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

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

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

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

SECTION 1

GENERAL ELECTION CALLED: A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 6, 2017, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

COUNCIL MEMBER, PLACE 1 – For a two year term ending May, 2019
COUNCIL MEMBER, PLACE 3 – For a two year term ending May, 2019
COUNCIL MEMBER, PLACE 5 – For a three year term ending May, 2020

The election precincts and voting places of said election shall be as set forth in *Exhibit A* of this Resolution.

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT: Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their sworn application with the Town Secretary not earlier than January 18, 2017, and not later than 5:00 p.m. February 17, 2017. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 3

DRAFT

AGREEMENT WITH DENTON AND TARRANT COUNTIES: Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and offer applicable statutes and laws.

SECTION 4

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

SECTION 5

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

Early Voting by personal appearance shall be conducted beginning on April 24, 2017, and continuing through May 2, 2017, at the Flower Mound Municipal Court Building, 4150 Kirkpatrick Ln., Flower Mound, Texas or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A101, Denton, Texas on the following days and times:

Date	Time
April 24 – 28 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 29 (Saturday)	8:00 a.m. – 5:00 p.m.
May 1 – 2 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

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

(b) Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on April 25, 2017. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

(c) EARLY VOTING - TARRANT COUNTY: The Acting Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on April 24, 2017, and continuing through May 2, 2017, at the REC of Grapevine, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
April 24 – 28 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 29 (Saturday)	7:00 a.m. – 7:00 p.m.
April 30 (Sunday)	11:00 a.m. – 4:00 p.m.
May 1 – 2 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

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

(d) Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on April 25, 2017. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

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

SECTION 6

METHOD OF VOTING:

Denton County:

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

Tarrant County:

Early voting in Tarrant County by personal appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 7

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

SECTION 8

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

SECTION 9

RUN-OFF ELECTION: In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on Saturday, June 10, 2017.

SECTION 10

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

SECTION 11

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 6th DAY OF FEBRUARY, 2017.

APPROVED:

_____

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

_____

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____

Bryn Meredith, TOWN ATTORNEY

Attachment 1

RESOLUTION NO.___-17

EXHIBIT A
Polling Places

Election Day - May 7, 2017:

Polling Place	**Precinct Number(s)**
Flower Mound Police and Municipal Court Building (Community Room) 4150 Kirkpatrick Lane, Flower Mound	3024, 3026, 3027, 3028, 3029, 3030, 3031
Flower Mound Public Library (Community Room) 3030 Broadmoor Lane, Flower Mound	3025, 4023, 4024, 4025, 4026, 4027, 4028, 4029
REC of Grapevine, 1175 Municipal Way, Grapevine, 76051	3321 (Tarrant County voters)

Early Voting – Denton County

Precinct Number(s): 3024, 3026, 3027, 3028, 3029, 3030, 3031, 3025, 4023, 4024, 4025, 4026, 4027, 4028, 4029
Polling Place: Flower Mound Municipal Court Building, 4150 Kirkpatrick Ln, Flower Mound

Date	**Time**
April 24 – 28 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 29 (Saturday)	8:00 a.m. – 5:00 p.m.
May 1 – 2 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Other polling places in Denton County will be determined in accordance with the election contract.

Early Voting – Tarrant County

Precinct Number: 3321
The REC of Grapevine, 1175 Municipal Way, Grapevine

TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 6, 2017

FROM: Eric Greaser, Fire Chief

ITEM: **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.**

BACKGROUND INFORMATION: 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. This location is located near the intersection of FM 1171 and Old Cross Timbers Road. This location will allow for the installation of an outdoor warning siren that was approved with the adoption of the FY 16-17 budget. This location is in an area of Town that currently does not have adequate coverage from the existing outdoor warning siren network. This location will also allow easy access for preventative maintenance as well as a prominent geographic position to maximize coverage from this siren.

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.

ATTACHMENTS:

1. Resolution
2. Texas Department of Transportation Multiple Use Agreement

RECOMMENDATION:

Move to approve 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; and authorization for the Mayor to execute same on behalf of the Town.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A MULTIPLE USE AGREEMENT FOR THE INSTALLATION OF AN OUTDOOR WARNING SIREN ALONG THE STATE HIGHWAY SYSTEM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound has agreed to install and maintain an outdoor warning siren along the State Highway System; and,

WHEREAS, the Town Council desires to enter into an agreement with the Texas Department of Transportation to allow for the installation of an outdoor warning siren ("Agreement"); and

WHEREAS, the Town Council finds that the Agreement is in the best interest of the health, safety, and general welfare of the Town; and,

WHEREAS, the Texas Department of Transportation requires a resolution evidencing the Town Council's approval of the agreement.

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

SECTION 1

The Town of Flower Mound hereby approves entering into the Multiple Use Agreement for the installation of an outdoor warning siren with the Texas Department of Transportation whereby the Town agrees to maintain and operate the outdoor warning siren in accordance with the Agreement. The Multiple Use Agreement for the installation of an outdoor warning siren is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2

The Mayor is hereby authorized to sign the Agreement attached as Exhibit "A."

SECTION 3

This Resolution shall take effect immediately upon its passage by the Town Council of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO_____, ON THIS THE 6TH DAY OF FEBRUARY, 2017.

APPROVED:

_____

Thomas E. Hayden, Mayor

ATTEST:

_____

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____

Bryn Meredith, TOWN ATTORNEY

EXHIBIT "A"

Texas Department of Transportation Multiple Use Agreement for the Installation of an Outdoor Warning Siren on TxDOT's Highway Right-of-Way on FM 1171

Form 2044 (Rev. 02/2015)
(GSD-EPC)
Page 1 of 9

MULTIPLE USE AGREEMENT
For FM 1171 Outdoor Warning Siren

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the Town of Flower Mound hereinafter called "Town", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the ____ day of _____ , 20___ , the governing body for the Town, entered into Resolution/Ordinance No. _____, hereinafter identified by reference, authorizing the Town's participation in this agreement with the State; and

WHEREAS, the Town has requested the State to permit the construction, maintenance and operation of an outdoor warning siren on the highway right of way, (ROADWAY FM 1171, CONTROL SECTION NO. 1311-01).

Installation of a solar powered outdoor warning siren on the State's right of way at the intersection of FM 1171 and Old Cross Timbers Road, shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the Town will enter into agreements with the state for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the state.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The Town will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps, and other pedestrian elements to be constructed, either on or off site, by the Town shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Town and found not to comply with ADA or TAS shall be corrected at the entire expense of the Town.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS—Not Applicable

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^1/_2$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Town. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that the Town has failed to comply with these responsibilities, it will perform the necessary work and charge the Town the actual cost of the work.

6. FEES—Not Applicable

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The Town shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Town shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Town for the use of the facility under this agreement, the Town will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Town must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Town's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon written notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and the Town shall be responsible for the facility's timely removal at no cost to the State. If the State determines that the Town has failed to timely remove the facility, it will perform the necessary work and charge the Town the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The Town shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Town shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY; NO THIRD PARTY LIABILITY

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Town. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Town shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The Town, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. Prior to beginning work on the State's right of way, the Town's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The Town shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The Town, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Town shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The Town must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Town if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	**(Name of other party)** (Mailing Address)
Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483	Town of Flower Mound Emergency Management Officer 3911 S. Broadway Ave. Flower Mound, TX 75028

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.
List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the Town _____ on the _____ day of _____, 20_____, and the State on the _____ day of _____, 20_____.

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

_____
Printed Name

_____
Date

THE LOCAL GOVERNMENT

Town of Flower Mound
(Name of other party)

By: _____
Title MAYOR

THOMAS E. HAYDEN
Printed Name

_____
Date

Contact Name Brandon Barth

Contact Number 972-872-6209

Recommended Approval:

By: _____
James K. Selman, P.E.
Dallas District Engineer

Date: _____

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

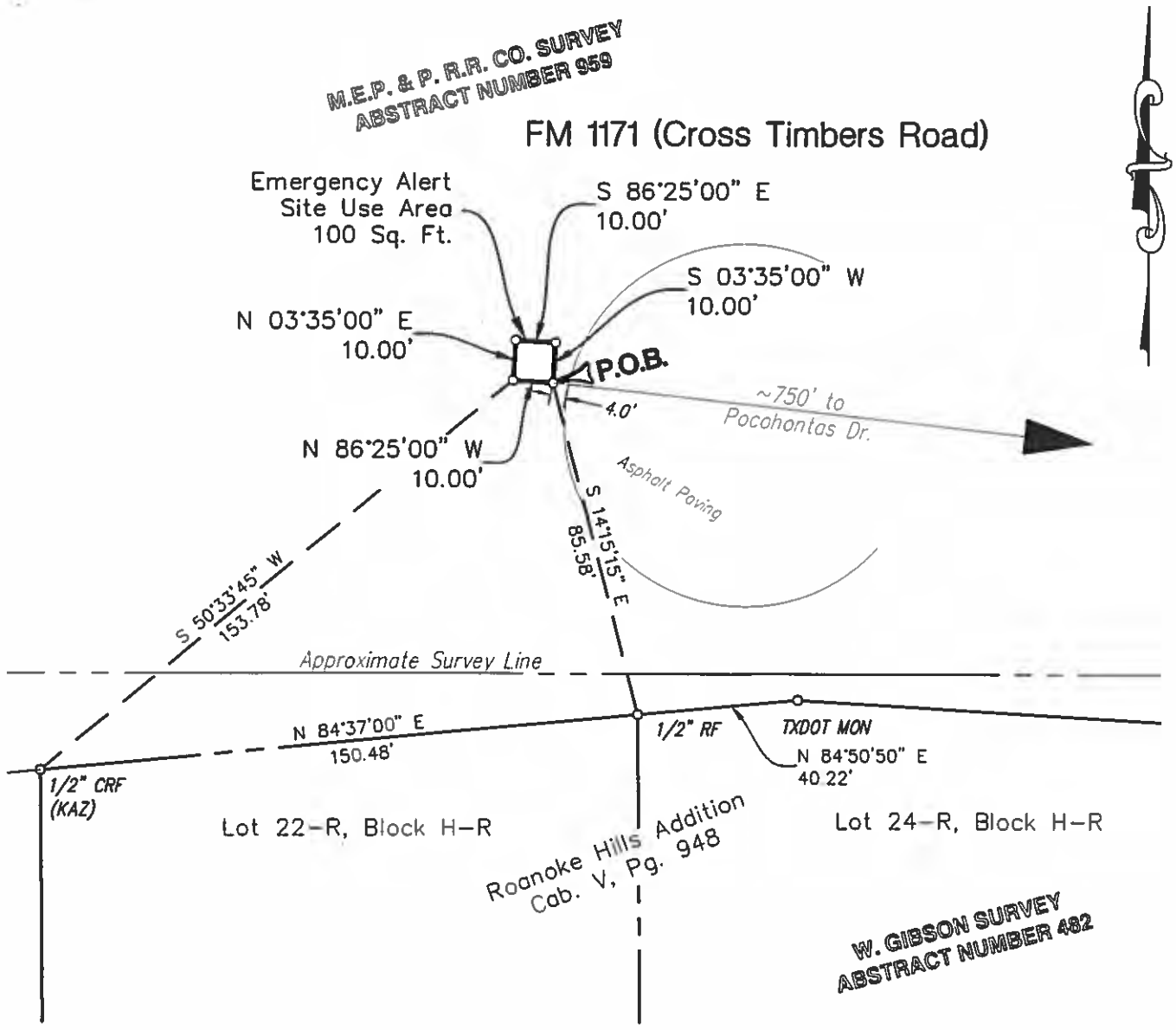
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E

Exhibit A
Attachment 2

Exhibit B

Attachment 2



PRELIMINARY DOCUMENT:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
JAMES STOWELL, RPLS 6513 12/16/16

NOTES:

1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
3. All original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
4. No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property
5. Site use area corners to be marked with 1/2" capped rebar set stamped (Easement Marker)

EXHIBIT
TXDOT ROW
100 Square Feet
in the
M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: JS DATE: 12/13/16 SCALE: 1" = 40' JOB NO 16361

File: Z:\2016\16361\Drawings\Survey\16361 DENTON COUNTY SURFACE.dwg
Plotted: 12/16/2016 7:23 AM by James Stowell Saved: 12/14/2016 10:28 AM by james

Emergency Alert Site Use Area
100 Square Feet
Located in FM 1171 TXDOT Right-of-Way

BEING all that certain lot, tract or parcel of land situated in the M.E.P. & P. R.R. Company Survey, Abstract Number 959, and being located in Farm to Market 1171, Texas Department of Transportation Right-of-Way and being approximately 750 feet west of the intersection of F.M. 1171 and Pocahontas Drive;

BEGINNING at a 1/2" capped rebar set stamped *"Easement Marker"*, from which a 1/2" rebar found at the northwest corner of Lot 24-R, Block H-R, and being the northeast corner of Lot 22-R, Block H-R, of Roanoke Hills Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet V, Page 948, Plat Records, Denton County, Texas bears S 14°15'15" E, 85.58 feet;

THENCE N 86°25'00" W, 10.00 feet to a 1/2" capped rebar set stamped *"Easement Marker"*, from which a 1/2" capped rebar found *"Brittain & Crawford"* at the northwest corner of said Lot 22-R and being the, bears S 50°33'45" W, 153.78 feet;

THENCE N 03°35'00" E, 10.00 feet to a 1/2" capped rebar set stamped *"Easement Marker"*;

THENCE S 86°25'00" E, 10.00 feet to a 1/2" capped rebar set stamped *"Easement Marker"*;

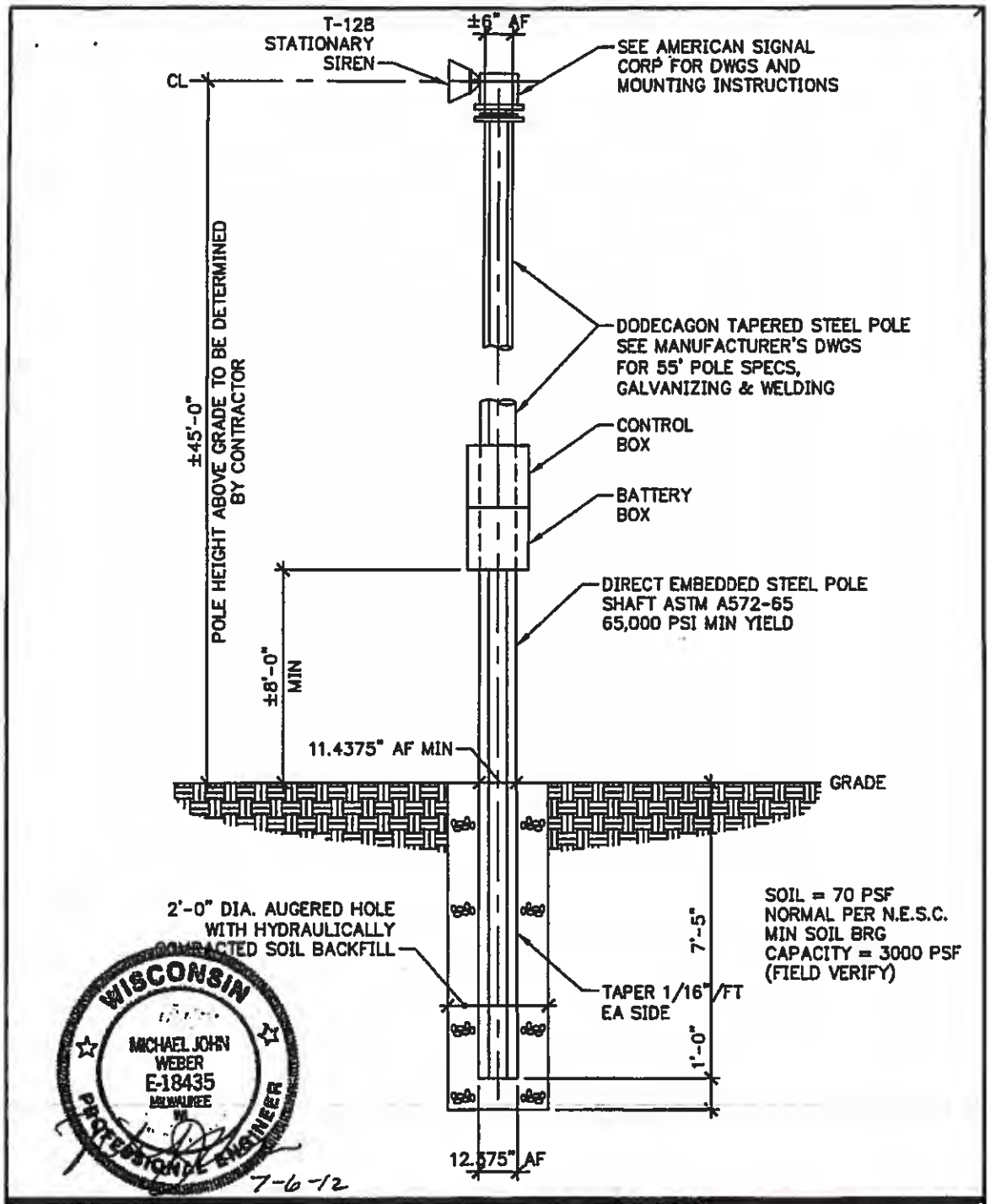
THENCE S 03°35'00" W, 10.00 feet to the POINT OF BEGINNING and containing approximately 100 square feet of land.

PRELIMINARY DOCUMENT:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
JAMES STOWELL, RPLS 6513 12/16/2016

Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.

Exhibit C

Attachment 2



AMBROSE ENGINEERING, INC.	American Signal Corporation Warning Signal Tower Foundation T-128 Siren	Job No. 012-135 Date 2012-04-24 Scale NTS	S-2S

TEMPEST T-128

We challenge you to compare our sirens & control systems with any manufacturer's!

ASC's many years of experience in the warning system industry since 1942 has culminated with the advent of the Tempest™ line of the most reliable and coverage effective sirens on the market to date.

Available in low-cost AC operation, DC battery pack operation, and True UPS design with AC power as the main supply source and DC battery backup in the event of a power failure.

The Tempest™ T-128 is designed to be maintenance free. Many composite components are used to reduce or eliminate the damaging effects of harsh environmental conditions. All ASC high powered siren systems are constructed using stainless steel hardware.

ASC can also provide all control components such as the siren control, radio decoder (optional), and service disconnect to one mounting channel which is pre-wired at the factory. The mounting configuration reduces field installation mistakes as well as installation time and cost.

Siren Design Characteristics

The T-128 siren utilizes aluminum sound- producing components which are covered in color-impregnated fiberglass to eliminate rusting and painting maintenance.

Sirens are mounted directly over the center mounting poles so that guy wires are not required.

Customize our systems to your specifications

Tempest™ sirens can be connected to your personal computer and monitored from anywhere with the addition of one of our CompuLert™ graphic user interface options. Our expert team can custom create an Early Warning or Mass Notification System to suit your specific needs and maximize life saving potential.

Learn more at:

www.AmericanSignal.com

FEATURES

- Rotational directional design, 360° coverage
- No maintenance on siren head EVER!
- System can be configured for AC operation, DC operation, or True UPS backup
- Direct Drive Rotation Design eliminates chains and belts that will fail and require maintenance
- Factory sealed motor bearings eliminates maintenance
- Stainless Steel Hardware with a 5 year parts warranty
- UL Listed
- Screened air intake and output.

500Hz ADVANTAGE

***All dBs are NOT CREATED EQUAL!**

Please E-mail us at ContactUs@americansignal.com to learn more!

AMERICAN SIGNAL CORPORATION

TOLL FREE 1 (800) 243-2911 • PHONE 1 (414) 358-8000 • FAX 1 (414) 358-8008 • EMAIL: contactus@americansignal.com

TEMPEST™ T-128

T-128 at 70dB*

SYSTEM SPECIFICATIONS

Acoustical Characteristics	Rating
Tempest™ T-128	129 dB avg. @100 ft. 130.9 dB peak @100 ft.
Output Frequency	500 Hz
Electrical	
AC Power Voltage	240/120 Vac 40/20 Amp 50/60 Hz
Operational Voltage	48 v DC
AC Control	40 Amp Service AC
Battery Charge Current	4 Amps (max)
Duty Cycle	30 min.
Battery Standby Duration	21 Days
Environmental	
Operation Temperature	-40°C to 60°C
Storage Temperature	-65°C to 125°C
Humidity	0%-100% (non-condensing)
Wind Speed	150 Mph
Size and Weight	
LxHxW	59 1/2"x65"x57"
Siren Weight	275 lbs.
DC Control Cabinet	210 lbs.
AC Control Cabinet	180 lbs.

Pricing and specifications are subject to change without notice. Decibel ratings meet ANSI-S-12.34-1992 and IOS 3746 specifications, and were produced under ideal weather test conditions. Actual decibel ouput may very depending on site-specific variables, including weather. Systems should be designed accordingly.

ALERT
Steady Tone, 3 minutes

ATTACK
Wailing Tone, 6 sec. Hi / 6 sec. Low, 3 minutes

FIRE
Wailing Tone, 16 sec. Hi / 8 sec. Low, 4 Cycles

INSTALLATION

For maximum sound dispersion, sirens should be mounted 45'-55' above grade. An optional pole mount is available for mounting the poles on a standard wooden utility pole. The center mount, low silhouette siren design eliminates the need for support wires. The siren can also be mounted on proper structures such as roofs, towers, etc. Mounting brackets for these applications and additional installation accessories are available from American Signal.

Exhibit D

Attachment 2

CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/12)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: GIFFORD ELECTRIC, INC.

Street/Mailing Address: P.O. BOX 7441

City/State/Zip: FT. WORTH, TX 76111

Phone Number: (817) 834 - 6308

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: TEXAS MUTUAL INSURANCE COMPANY			Carrier Phone #: (800) 859 - 5995	
Address: P.O. BOX 12058			City, State, Zip: AUSTIN, TX 78711	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	0001117561	06/30/16	06/30/17	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: EMPLOYERS MUTUAL CASUALTY COMPANY			Carrier Phone #: (800) 223 - 0562	
Address: 245 N. WACO #330			City, State, Zip: WICHITA, KS 67202	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	4D8834917	06/30/16	06/30/17	Not Less Than: $ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: TRAVELERS CASUALTY INSURANCE CO OF AMERICA			Carrier Phone #: (800) 238 - 6225	
Address: 1301 E. COLLINS #340			City, State, Zip: RICHARDSON, TX 75081	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	BA3H04400316	06/30/16	06/30/17	Not Less Than: $ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: ( ) -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

Agency Name	Address	City, State, Zip Code
IBTX	10101 REUNION PLACE #100	SAN ANTONIO, TX 78216

(210) 696 - 6688 — Authorized Agent's Phone Number

Authorized Agent Original Signature

12/09/16 — Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

5

TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 6, 2017

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

ITEM: **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.**

BACKGROUND INFORMATION: On December 5, 2016, the construction contract for the Town's 2.0 Million Gallon Bruton Orand Elevated Storage Tank (EST) Rehabilitation project, in the amount of $1,279,050, was awarded to Utility Service Company, Inc. The project is required to provide routine 15 year cycle rehabilitation and repainting of the tank.

FISCAL IMPACT: $31,460.00

Proposed Expenditure:	Account Number(s):
$ 31,460.00	630-960-98340

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 a Professional Services Agreement with Boswell & Reyes International, LLC., to provide construction materials testing services, associated with the Bruton Orand EST Rehabilitation Improvements project in the amount of $31,460.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH BOSWELL & REYES INTERNATIONAL, LLC

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 **BOSWELL & REYES INTERNATIONAL, LLC.,** ("hereinafter referred to as "CONSULTANT") whose address is 1503 Sagebrush Drive, Round Rock, Texas 78681

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to welding and painting inspections and other services for the Bruton Orand Elevated Storage Tank Rehabilitation; and

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

TERMS OF AGREEMENT

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

I.
Employment of Consultant

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

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Flower Mound Bruton Orand Elevated Storage Tank Rehabilitation 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 Thirty-One Thousand Four Hundred Sixty and No/100 Dollars ($31,460.00). 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.

CONSULTANT will bill TOWN on an hourly basis for certain services provided; If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the

terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

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

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

V.
Term

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

VI.
Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

Tiffany Bruce
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6306 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.

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, CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents,

employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

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

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

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages in an amount not to exceed:

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

(2) The total dollar amount of this Contract.

XV.

Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not

include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

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

Tiffany Bruce
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6308 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:

Mary Lou Boswell
Boswell & Reyes International, LLC.
1503 Sagebrush Drive
Round Rock, TX 78681
512-426-3380 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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

XX.
Non-Discrimination

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

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXI.
Arbitration

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

XXII.
No Waiver of Governmental Immunity

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

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

This Contract is fully performable in Denton County, Texas, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXVI.
No Third Party Beneficiary

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

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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:
BOSWELL & REYES INTERNATIONAL, LLC.

By: _____
Name: Mary Lou Boswell

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:

_____

BOSWELL & REYES INTERNATIONAL, LLC.
a mbe/wbe owned company
CLIENT SERVICE IS NUMBER 1

1503 Sagebrush Drive
Round Rock, Texas 78681
phone | 512-426-3380
e-mail | Robert@brintlllc.com
e-mail | Marylou@brintlllc.com
web | www.brintlllc.com

January 9, 2017

Miss Tiffany Bruce P.E.
Engineering Manager
2121 Cross Timbers Road
Town of Flower Mound, Texas

Subject: Inspection Services for Abrasive Blasting and Painting the Bruton Orand 2.0 MG Elevated Water Tank in The Town of Flower Mound, Texas

Dear Miss Bruce:

Boswell & Reyes International, LL (BRI) is pleased to submit this proposal for Inspection Services for Abrasive Blasting and Painting the Bruton Orand 2.0 MG Elevated Water Tank in The Town of Flower Mound, Texas.

This proposal was developed based on our experience with similar projects, and our phone and email correspondence with you. We propose to provide our scope of services and associated estimated fees as outlined below.

Pre-Construction Meeting

1. Attend pre-construction meeting prior to beginning of welding repairs, and abrasive blasting and painting the tank.

Welding Repairs and Modifications

1. Visit the site on four separate occasions to observe the contractor's inspector performing Magnetic Particle and/or X-ray Testing of welding repairs and modifications, and to review the results of the testing.
2. Reports will be provided for the site visits, one report per week with daily entries.

Steel Tank Painting Interior

1. The painting specifications require dehumidification for the tank interior during abrasive blasting and painting. Therefore, we have made the assumption that the painting contractor will abrasive blast all surfaces inside the wet area of the tank prior to applying coating. During that time we would visit the site at the beginning of abrasive blasting, two times during abrasive blasting and one time at the end of abrasive blasting for inspection the abrasive blasting quality.
2. Visit the site one time for inspection of the applied primer coating.
3. Visit the site one time for inspection of the applied intermediate coating.
4. Visit the site two times for Holiday testing of the intermediate coating.
5. Visit the site one time for inspection of the applied finish coating.

6. Visit the site two times for Holiday testing of the finish coating.
7. Reports will be provided for the site visits, one report per week with daily entries.

Steel Tank Painting Exterior

1. Visit the site 20 times for inspection abrasive blasting and primer coating application.
2. Visit the site one time for inspection of preparation of the primer coating for application of the intermediate coating.
3. Visit the site one time for inspection of preparation of the intermediate coating for application of the finish coating.
4. Visit the site one time for inspection of the applied finish coating.
5. Reports will be provided for the site visits, one report per week with daily entries.

Owner's Walkthrough

1. Attend Owner's walkthrough after painting of the tank is finished.

Compensation

1. The estimated total for our services on the project is $31,460. This is a budgetary fee using the schedule information provided in an email message by the painting contractor. The overall cost for our services may be more or less depending on the paint contractor's schedule and the needs of the project.
2. Please understand that the estimated fee does not include costs associated with reinspection of repairs for contractor non-complaint work.

General Notes

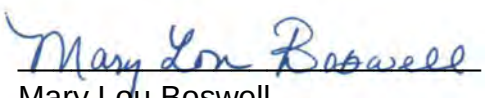
1. All required access and equipment for inspection will need to be provided by the tank painting contractor.
2. We will ask that the contractor provide us with copies of their internal QC reports.
3. We request that we be provided with two hard copies of the plans and specifications for the project.

Terms of Engagement

Please indicate your approval of this proposal by providing us with a Work Order listing the Scope of Services including our proposed fee.

We appreciate the opportunity to provide you with this proposal, and look forward to working with you on your project. If you have any questions, please contact us at (512) 426-3380.

Sincerely,
Boswell & Reyes International



Mary Lou Boswell
CEO/Principal Owner

BOSWELL & REYES INTERNATIONAL, LLC.
a mbe/wbe owned company
CLIENT SERVICE IS NUMBER 1

1503 Sagebrush Drive
Round Rock, Texas 78681
phone | 512-426-3380
e-mail | Robert@brintlllc.com
e-mail | Marylou@brintlllc.com
web | www.brintlllc.com

BRI Proposed Cost Estimate
Town of Flower Mound
Bruton Orand 2MG EST Repaint
12/20/2016

Service Description	Estimated Quantity		Unit Price	Estimated Total Amount
STEEL TANK PRECONSTRUCTION MEETING				
Attend Pre-Construction Meeting	12	hrs.	$ 80.00	$ 960.00
Trip Charge	1	ea.	$ 260.00	$ 260.00
Hotel	1	ea.	$ 150.00	$ 150.00
PerDiem Meals	1	ea.	$ 60.00	$ 60.00
			Subtotal	**$ 1,430.00**
STEEL TANK PRECONSTRUCTION MEETING				
STEEL TANK WELDING REPAIRS AND MODIFICATIONS				
Estimated Visits for Observation of Contractor's Inspector Performing Weld Testing				
Initial Welding Inspection Observation	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Second Welding Inspection Observation	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Third Welding Inspection Observation	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Forth Welding Inspection Observation	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Project Manager	5	hrs.	$ 100.00	$ 500.00
			Subtotal	**$ 3,300.00**
STEEL TANK WELDING REPAIRS AND MODIFICATIONS				
STEEL TANK PAINTING INTERIOR				
Estimated Time for Abrasive Blasting and Painting 25 Days				
Initial Abrasive Blasting Inspection	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Second Abrasive Blasting Inspection	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Third Abrasive Blasting Inspection	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Fourth Abrasive Blasting Inspection	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Inspection of Applied Primer Coating	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Inspection of Applied Intermediate Coating	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Holiday Testing Interior Coating / Day 1	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Holiday Testing Interior Coating / Day 2	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Inspection of Applied Finish Coating	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Holiday Testing Interior Coating / Day 1	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00

Service Description	Estimated Quantity		Unit Price	Estimated Total Amount
Holiday Testing Interior Coating / Day 2	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Project Manager	5	hrs.	$ 100.00	$ 500.00
			Subtotal	**$ 8,200.00**

STEEL TANK PAINTING INTERIOR

STEEL TANK PAINTING EXTERIOR

Estimated Time for Abrasive Blasting and Painting 30 Days

Inspection of Abrasive Blasting and Primer Coating Application 20 days at 8 hours per trip	160	hrs.	$ 80.00	$ 12,800.00
Trip Charge	20	ea.	$ 60.00	$ 1,200.00
Inspection of Primer Coating after being Preprared for Intermediate Coating	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Inspection of Intermediate Coating after being Preprared for Finish Coating	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Inspection of Finish Coating	8	hrs.	$ 80.00	$ 640.00
Trip Charge	1	ea.	$ 60.00	$ 60.00
Attend Owner Walkthrough	12	hrs.	$ 80.00	$ 960.00
Trip Charge	1	ea.	$ 260.00	$ 260.00
Hotel	1	ea.	$ 150.00	$ 150.00
PerDiem Meals	1	ea.	$ 60.00	$ 60.00
Project Manager	10	hrs.	$ 100.00	$ 1,000.00
			Subtotal	**$ 18,530.00**

STEEL TANK PAINTING EXTERIOR

Project Total $ 31,460.00

TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 6, 2017

FROM: Sabrina Zadow, Purchasing Manager

ITEM: **Consider approval of the purchase of one (1) 2017 Ford F-550 (upgraded from F-450) Regular Cab & Chassis w/Dakota Special Service Body and Versalift Aerial Unit for the Public Works - Traffic Operations Department from Sam Pack's Five Star Ford in the amount of $102,662.00.**

BACKGROUND INFORMATION: The Public Works – Traffic Operations Department is requesting the purchase of a new 2017 Ford F550 PickUp Truck upgraded to an Aerial Bucket Truck in the amount of $102,662.00. This unit will be purchased through State of Texas Contract #072-A1 (TexasSmartBuy CoOp Contract). The new vehicle purchase was approved in the Fiscal Year 2016-2017 Vehicle Equipment Replacement Fund (VERF) budget and replaces unit #9520-07.

FISCAL IMPACT: $102,662.00

Proposed Expenditure:	Account Number(s):
$102,662.00	565-450-84500-6130

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

ATTACHMENTS:

1. Sam Pack Five Star Ford Quote
2. Fleet Manager's Bid Award Recommendation

RECOMMENDATION: Move to approve the purchase of one (1) 2017 Ford F-550 (upgraded from F-450) Regular Cab & Chassis w/Dakota Special Service Body and Versalift Aerial Unit for the Public Works - Traffic Operations Department from Sam Pack's Five Star Ford in the amount of $102,662.00.

Attachment 1

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members -- Kevin Moore - Ruben Santana - Shauna Hood - Jorge Guerra - Alan Rosner

Contract Name:State of Texas 072-A1 Texas Smartbuy Contract Effective 9-1-2016 till 8-31-2017

End User: TOWN OF FLOWER MOUND **Sam Pack's Rep:** KEVIN MOORE

Contact: DEATS STEWART **Date:** 12.14.16

Contact TN/Email **Phone #**

Product Description: 2017 F450 REG CAB CHASSIS 84CA DAKOTA SERVICE BODY **Exterior Color / Interior** WHITE

A. Bid Series: 930D F4G **Base Price:** $ 37,794.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	60 CA CHASSIS	INCLUDED			
	UP FITTER SWITCHES	INCLUDED			
	DAY TIME RUNNING LIGHTS	INCLUDED			
	DELIVERY FREE	INCLUDED			
	2YR STATE INSPECTION	INCLUDED			
	VINYL FLOORING	INCLUDED			
	TRAILER TOW	INCLUDED			
	SPARE TIRE AND WHEEL	INCLUDED			
	WHITE IN COLOR	INCLUDED			
	VINYL INTERIOR	INCLUDED			
	TRAILER BRAKE CONTROLLER	$ 295.00			
	6.7L V-8 DIESEL	INCLUDED			
				Total of B. - Published Options	$ 295.00

C. Ford Factory Published Options

Code	Description	Bid Price	Code	Description	Bid Price
				Total of C. - Dealer Published Options	$ -

D. Fleet Quote 39

Code	Description	Bid Price	Code	Description	Bid Price
	USING A VERSALIFT AERIAL				
	AERIAL SERVICE BODY PER CUSTOMER SPEC ATTACHED	$62,874.00			
	UP GRADE TO 18000 GVWR (F550)	$1,654.00			
	FLOOR MATS	$45.00			
	1 EXTRA KEY	FREE			
				Total of D. - Off Menu Options	$ 64,573.00

F.	Delivery Charges	0 Miles @ $2.45/mile	$ -
G.	Option Discounts		$ -
H.	Total of A + B + C + D + E = F		$ 102,662.00
I.	Floor Plan Assistance		$0.00
J.	Lot Insurance Coverages		$0.00
K.	Quantity Ordered 1	X F =	$ 102,662.00
L.	Administrative Fee		$ -
M.	Non-Equip Charges & Credits		
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		$102,662.00

Bid Award Recommendation

Quote: State of Texas
Smartbuy Contract #072-A1

Date: 12-15-2016

Description: **2017 Ford F-550 (upgraded from F-450) Regular Cab & Chassis w/Dakota Special Service Body and Versalift Aerial Unit**

Replaces/Trade-in/New: 9520-07

Bidder #1: Sam Pack's Five Star Ford **Kevin Moore** **888-835-3389**

bid: 2017 Ford F-550 Reg. C&C with Dakota Body & Versalift Aerial
Per: TOFM specs

Unit Price: **$102,662.00**

Delivered FOB to: Town of Flower Mound Fleet Service Center
1101 Duncan Ln.
Flower Mound, Tx

It is Fleet Services recommendation to award the bid to **Sam Pack's Five Star Ford** as the lowest responsible bidder in the amount of **$ 102,662.00** .

H. Deats Stewart
Fleet Services Manager

12-15-2016
Date

TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 6, 2017

FROM: Sabrina Zadow, Purchasing Manager

ITEM: **Consider approval of the purchase of two (2) 2017 Ford F150 Extended Cab Pickup Trucks for the Development Services – Building & Inspection Services Department from Sam Pack's Five Star Ford in the amount of $51,632.00.**

BACKGROUND INFORMATION: The Development Services – Building & Inspection Services Department is requesting the purchase of two (2) 2017 Ford F150 Extended Cab Pickup Trucks in the amount of $51,632.00. The vehicles will be purchased through State of Texas Contract #072-A1 (TexasSmartBuy CoOp Contract). One vehicle is a new addition and part of an approved Fiscal Year 2016-2017 Decision Package. The second vehicle purchase was approved in the Fiscal Year 2016-2017 Vehicle Equipment Replacement Fund (VERF) budget and replaces unit #2100-08.

FISCAL IMPACT: $51,632.00

Proposed Expenditure:	Account Number(s):
$25,816.00	565-450-84500-6130
$25,816.00	100-620-21000-6130

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

ATTACHMENTS:

1. Sam Pack Five Star Ford Quote
2. TOFM Specifications
3. Fleet Manager's Bid Award Recommendation

RECOMMENDATION: Move to approve the purchase of two (2) 2017 Ford F150 Extended Cab Pickup Trucks for the Development Services – Building & Inspection Services Department from Sam Pack's Five Star Ford in the amount of $51,632.00.

Attachment 1

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members -- Kevin Moore - Ruben Santana - Grace Torres - Jorge Guerra - Alan Rosner

Contract Name: State of Texas - SmartBuy - 072-A1

End User: TOWN OF FLOWER MOUND **Sam Pack's Rep:** KEVIN MOORE

Contact: DEATS STEWART **Date:** 1.10.16

Contact TN/Email _____ **Phone #** _____

Product Description: 2017 Ford F-150 Extended Cab pickup SWB **Exterior Color / Interior** WHITE

A. Bid Series: 863C X1C **Base Price:** $ 22,816.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	Included			
	Power Group	Included			
	Speed Control	Included			
	Rubber Floor	Included			
	Vinyl Interior	Included			
	5.0L V8	Included			
133	Trailer Tow Package	$ 795.00			
	SPRAY IN LINER	$ 490.00			
				Total of B. - Published Options	$ 1,285.00

C. Ford Factory Published Options

Code	Description	Bid Price	Code	Description	Bid Price
				Total of C. - Dealer Published Options	$ -

D. Fleet Quote

Code	Description	Bid Price	Code	Description	Bid Price
	WINDOW TINT	$175.00			
	THIRD KEY	$175.00			
	Blue Tooth SYNC	Included			
	AM FM CD Radio	Included			
	WEATHER GUARD MATS	$210.00			
				Total of D. - Off Menu Options	$ 560.00

F.	Delivery Charges	0 Miles @ $2.45/mile	$ -
G.	Option Discounts		$ -
H.	Total of A + B + C + D + E = F		$ 24,661.00
I.	Floor Plan Assistance		$0.00
J.	Lot Insurance Coverages		$0.00
K.	Quantity Ordered 2	X F =	$ 49,322.00
L.	Administrative Fee		$ -
M.	Non-Equip Charges & Credits		
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		$49,322.00

PURCHASING SPECIFICATIONS **SPECIFICATION #070-63-006208**

ITEM: **New , Full Size, Extended Cab, 1/2 Ton Pick-Up, Short Bed**

APPLICATION: **Field application** **Revised: 01/09/2017**

REQUIREMENTS:

1. **Manuals: One (1) each — Parts, Service, Operator**
   (One (1) sets per unit class, NOT per unit.)

   ****These manuals MUST accompany the 'delivery documents' at time of unit(s) delivery.**

2. **The vehicle MUST be complete, to include ALL options and bid requirements per awarded bidder specifications at time of unit delivery.**

   Failure to do so could result in refusal of unit delivery and/or payment refusal until such time that all items and specifications are met and delivered to the Town of Flower Mound.

*****ATTENTION !!!:**

It is the intent of the Town of Flower Mound to satisfy the requirements set forth by the EPA (Environmental Protection Agency) whenever purchasing new vehicles and/or equipment.

✓ Yes ___No **1. Unit(s) bid are EPA LEV (or greater) certified.**

✓ Yes ___No **2. Unit(s) bid are E-85 Flex-Fuel Vehicles (if available)**

DRIVE TRAIN

✓ Yes ___No 1. **Engine: Gasoline, approx. 231 hp.@4750 rpm
Example: GM: Vortec 4800 V8
Ford: ~~4.6L~~ V8 5.0L V-8.
** (*state engine size and horse-power bid*)
Engine bid: 5.0L V-8 385

✓ Yes ___No 2. Automatic Transmission

✓ Yes ___No 3. Fuel tank: standard equipment capacity

✓ Yes ___No 4. Heavy duty battery

✓ Yes ___No 5. GVWR #6200 minimum (approx.)

✓ Yes ___No 6. Power Brakes

✓ Yes ___No 7. H.D. Trailer Towing Package

TIRES AND WHEELS

✓ Yes ___ No 1. Tires: Radial highway tread

✓ Yes ___ No 2. Full size spare tire with jack

✓ Yes ___ No 3. Standard hub covers

CAB & EQUIPMENT

✓ Yes ___No 1. Power Steering

✓ Yes ___No 2. Tinted glass (All)

✓ Yes ___No 3. Intermittent wipers

✓ Yes ___No 4. Exterior paint: OEM Fleet White

✓ Yes ___No 5. Seats: Bench type with vinyl covering, blue interior (if available).

✓ Yes ___No 6. Air Conditioning

✓ Yes ___No 7. Rear Step Bumper

✓ Yes ___No 8. Radio: Standard AM / FM plus

✓ Yes ___No 9. Power windows

✓ Yes ___No 10. Power door locks

INSPECTION

✓ Yes ___No 1. Current Texas Vehicle State Inspection when delivered (2 year certificate)

OTHER

✓ Yes ___ No 1. Full Floor Covering

✓ Yes ___ No 2. Heavy duty floor mats to match covering

✓ Yes ___ No 3. **Three** (3) sets of keys/FOBs. (door, ignition, trunk as applicable)

✓ Yes ___ No 4. Spray-in bed liner, to include tailgate as well as the inside and top rail of bed.

OPTIONS (Include installation in price)	Qty	Price (ea.)
1. Heavy Duty in-the-bed, over-the-top-rail mounted, locking side boxes	2	$ 900.00
2. Min. Class III ~~receiver hitch~~ Included in Tow PKG w/drawbar and 2" ball, installed	1	$ 35.00
3. 6-way socket wired and mounted in bumper recess	1	$ In Tow PKG
4. Rawson/Koenig heavy duty across-the-bed locking toolbox. white	1	$ 695.00
5. Rawson/Koenig heavy duty louvered headache rack white	1	$ 425.00

WARRANTY:

State warranty terms and conditions below:

3yr - 36K Bumper-/Bumper
5yr - 60K Power Train.

COMMENTS:

Bid Award Recommendation

Quote: State of Texas
Smartbuy Contract 072-A1

Date: 01-10-2017

Description: **2017 Ford F-150 Extended Cab, Short Bed pickup**

Replaces/Trade-in/**New**:
Qty. 1: New
Qty. 1: Replaces unit #2100-08

Total Quantity: Two (2) units

Bidder #1: Sam Pack's Five Star Ford **Kevin Moore** **888-835-3389**

bid: 2017 Ford F-1150 Extended Cab, Short Bed Pickup
Per: TOFM specs

Unit Price (Less Options):	**$24,661.00**
Included Options:	
Rawson-Koenig Across-the-bed locking tool box	695.00
Rawson Koenig HD louvered headache rack	425.00
2" drawbar w/2" ball	35.00
Options:	1,155.00
Total per unit (w/Options):	**$ 25,816.00**
Qty. Two (2) TOTAL:	**$ 51,632.00**

Delivered FOB to: Town of Flower Mound Fleet Service Center
1101 Duncan Ln.
Flower Mound, Tx

It is Fleet Services recommendation to award the bid to **Sam Pack's Five Star Ford** as the lowest responsible bidder in the amount of **$ 51,632.00** .

H. Deats Stewart
Fleet Services Manager

01-10-2017
Date

TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 6, 2017

FROM: Sabrina Zadow, Purchasing Manager

ITEM: **Consider approval of the purchase of one (1) Case 750 M LT Dozer with attachments for the Public Works – Stormwater: Drainage & ROW Department from Associated Supply Company, Inc in the amount of $86,347.24.**

BACKGROUND INFORMATION: The Public Works – Stormwater: Drainage & ROW Department is requesting the purchase of a new Case 750 M LT Dozer with attachments in the amount of $86,347.24. This unit will be purchased through BuyBoard CoOp Contract No 515-16. The new equipment purchase was approved in the Fiscal Year 2016-2017 Vehicle Equipment Replacement Fund (VERF) budget and replaces unit #9410-15 (2001 Case 850H Dozer), which will be traded-in to the dealer for a greater value than the unit would bring at the Town's auction. Following is the pricing summary:

Unit Price: $145,197.24
Less Discounts: ($30,850.00)
Less Trade-in of Unit #9410-15: ($28,000.00)
Total Cost: $86,347.24

FISCAL IMPACT: $86,347.24

Proposed Expenditure:	Account Number(s):
$86,347.24	565-450-84500-6110

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

ATTACHMENTS:

1. Associated Supply Company, Inc Quote
2. Fleet Manager's Bid Award Recommendation

RECOMMENDATION: Move to approve the purchase of one (1) Case 750 M LT Dozer with attachments for the Public Works – Stormwater: Drainage & ROW Department from Associated Supply Company, Inc in the amount of $86,347.24.

Attachment 1

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: Associated Supply Company, Inc.
2019 Airport Fwy Euless, TX. 76040
Phone: 817-283-2844
Fax: 817-283-7836

Prepared By: Adam Peeler
Mobile: 682-219-2053
Email: apeeler@ascoeq.com

Date Prepared: 1/4/2017

Government Agency: **Town of Flower Mound**

Ship To: **Town of Flower Mound**
1105 Duncan Lane
Flower Mound, Tx 75028

Bill To: **Town of Flower Mound**
2121 Cross Timbers Road
Flower Mound, Tx 75028

Contacts' Name: Doug Stevens
Email: doug.stevens@flower-mound.com

Phone: 972-874-6411
Fax:

Product Description: CASE 750M LT Dozer

BuyBoard Contract: **515-16**

I. Price List Dated: 11/7/2016

Base Price: $152,034.00

II: Base Bid Options (Itemized Below)

Power Angle Tilt Blade		Included	Air Cleaner Cap		Included
3 Shank Ripper	$	14,472.00	Environmental Drain	$	298.00
Front Pull Hook		Included	Rearview Mirror	$	63.00
20" Closed Grousers and CLT	$	974.00	Radio	$	230.00
104" Dozer Blade	$	5,083.00	Rear Wiper for Cab	$	125.00
Cab w/ Heat, AC, Defroster, and Lights	$	15,305.00	Pump Hydrauilc Equp w/o PTO		Included
Radiator Brush Screen	$	446.00	2" Seat Belt		Included
Cab Rear Screen	$	843.00	Cab Lights w/ Sweeps	$	151.00
Sweeps	$	1,025.00	CASE SiteWatch Telematics		Included
Grid Heater		Included	3 Year Advanced Telematics Subscription		Included
SUB-TOTAL:	$	38,148.00	**SUB-TOTAL:**	$	867.00
			Options List Price Total:	$	39,015.00
III. SUB-TOTAL OF I & II				$	191,049.00
IV. BuyBoard Discount: 24.00%	$	45,851.76	**BUYBOARD CONTRACT PRICE:**	$	145,197.24
V: NON-BASE OPTIONS			**Non-Base Options (%) =**		0
SUB-TOTAL:	$	-	**SUB-TOTAL:**	$	-

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2) $ -

VII: TOTAL IV + VI $ 145,197.24

VIII: QUANTITY ORDERED UNITS: 1 $ 145,197.24

IX: TRADE-IN OR OTHER CREDIT(S): $ 58,850.00 **New Year Discount ($30,850)** $ 58,850.00

CASE 850H JJG0296436 ($28,000) **TOTAL:** $ 86,347.24

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

Bid Award Recommendation

Contract: BuyBoard #515-16

Date: 11-05-2017
Revised: 01-23-2017

Description: **New Dozer with attachments**

Replaces/**Trade-in**: 9410-15
2001 Case 850H Dozer
**This unit will be traded in.

Bidder #1: ASCO (Associated Supply Company, Inc. Adam Peeler 682-219-2053

bid: Case 750 M LT Dozer long track w/20" closed grousers and CLT
To include all options listed on quote.
104" dozer blade
Cab w/heat, AC, Defroster, and Lights
Radiator brush screen
Cab Rear Screen
Sweeps
3-shank ripper
Front pull hook
Grid heater
ETC. listed specs per quote.

Unit Price:	$145,197.24
Less Discounts:	30,850.00
Less Trade-in:	28,000.00**
Total:	$ 86,347.24

***F.O.B. delivery to be made to the Town of Flower Mound Fleet Service Center

It is Fleet Services recommendation to award the bid to **ASCO (Associated Supply Company, Inc.)** as the lowest responsible bidder in the amount of $ **86,347.24**

H. Deats Stewart
Fleet Services Manager

01-23-2017
Date

TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: February 6, 2017

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Public Hearing to consider a resolution supporting an application by Timber Place, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Auburn Drive and Cross Timbers Road.**

BACKGROUND INFORMATION: This item is not required to be a public hearing; however, per the Town Council's request, this item has been noticed as a public hearing to encourage public comment.

In December 2016, the Town was approached by representatives of Timber Place, LP (to be formed) regarding the development of an age-restricted senior housing project. Timber Place, LP is making an application for 9% Housing Tax Credits (HTC) with the Texas Department of Housing and Community Affairs (TDHCA) for Timber Place (the Project) to be located in the vicinity of Auburn Drive and Cross Timbers Road. The project is an age-restricted elderly development, which is defined by the Texas Department of Housing and Community Affairs as a Development that is subject to an Elderly Limitation or a Development that is subject to an Elderly Preference. The project is pursuing approximately 100 units of which 90 will be for low-income tenants.

Timber Place, LP is requesting a resolution of support for their HTC application with TDHCA. The proposed low-income senior facility was discussed during the following Council meetings:

- January 17, 2017: Under Town Manager's Report on the update on Senior Housing
- January 19, 2017: Part of the work session on Senior Housing

The resolution of support is a component of the application for the TDHCA to determine local support of a HTC project. The resolution does not contemplate development application approvals for land use, zoning, platting, site planning, or building permits. If Timber Place, LP is awarded the 9% tax credits by TDHCA, they must still apply for and receive development application and permit approvals by the Town. Based on the location they are proposing, the development will require Master Plan and zoning amendment approvals, in addition to various other development and permit approvals by the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The HTC application is time sensitive. The Council may approve or deny the resolution.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft Resolution
2. Timber Place Presentation Materials
3. Housing Tax Credit Basics from TDHCA

DRAFT MOTIONS:

Move to approve a resolution supporting an application by Timber Place, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Auburn Drive and Cross Timbers Road.

Move to deny a resolution supporting an application by Timber Place, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at at Auburn Drive and Cross Timbers Road.

Attachment 1: Draft Resolution

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS SUPPORTING A PROPOSED AFFORDABLE MULTIFAMILY ELDERLY DEVELOPMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

WHEREAS, the Town of Flower Mound benefits from the availability of senior affordable housing for its residents of lower economic means; and,

WHEREAS, Timber Place, LP (to be formed) has proposed a development for senior/elderly affordable rental housing in the vicinity of 3711 Cross Timbers Road, to be named Timber Place in the Town of Flower Mound, Denton County, Texas; and,

WHEREAS, Timber Place, LP (to be formed) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2017 Competitive 9% Housing Tax Credits for Timber Place (the "Application"); and,

WHEREAS, the Town of Flower Mound supports the Application and pledges ten dollars ($10.00), as a commitment of development funding, towards the cost of permitting fees, as authorized by Texas Government Code (Low Income Housing Tax Program) §2306.6725(a)(5); and,

WHEREAS, after extensive deliberation regarding and consideration of the senior/elderly affordable rental housing project, the Town Council finds that the de minimis commitment of ten dollars ($10.00) serves the public purpose of attracting diversified housing for the Town of Flower Mound's ageing population;

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

SECTION 1

The Town of Flower Mound, acting through its governing body, hereby confirms its support for the proposed Timber Place development in the vicinity of 3711 Cross Timbers Road, Flower Mound, Texas, TDHCA Application Number 17201 and that this formal action has been taken to place on record the opinion expressed by the Town of Flower Mound on February 6, 2017; and

SECTION 2

That pursuant to Title 10, Rule 11.9(d)(2) of the Texas Administrative Code, and authorized by Texas Government Code (Low Income Housing Tax Program)

§2306.6725(a)(5), the Town of Flower Mound pledges ten dollars ($10.00), as a commitment of development funding, towards the cost of permitting fees. This funding commitment shall be contingent upon: (i) TDHCA low income housing tax credit (Elderly Development) project approval and (ii) development application approvals (including required land use and zoning applications) by the Town of Flower Mound; and

SECTION 3

For and on behalf of the Governing Body, the Town Manager or his designee is hereby authorized, empowered, and directed to certify these resolutions and sign a letter related to the funding commitment to the Texas Department of Housing and Community Affairs.

SECTION 4

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS ___ DAY OF _____, 2017.

APPROVED:

_____
Thomas E. Hayden, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

TIMBER PLACE
FLOWER MOUND, TEXAS
100 UNIT ACTIVE ELDERLY DEVELOPMENT

Sponsor: Picerne Affordable Development of Texas, LLC
Contractor: Picerne Construction Corporation
Management Agent: Picerne Management Corporation

2/1/2017

Tax Credit Program

- Federal program that began over 30 years ago
  - Credits allocated to the States annually on a per capita basis
  - Extremely Competitive
    - This is the reason why the sites that have been presented were chosen (best scoring sites available)
  - Highly regarded as one of the best uses of federal funds to incentivize public-private partnerships
- Residents are responsible for 100% of their rent

3

Timber Place

We are…..

Elderly Limitation Definition

A Development subject to an "elderly limitation" is a Development that meets the requirements of the Housing for Older Persons Act ("HOPA") under the Fair Housing Act and receives no funding that requires leasing to persons other than the elderly (unless the funding is from a federal program for which the Secretary of HUD has confirmed that it may operate as a Development that meets the requirements of HOPA)

Unit Features

- Unit Features will include:
  - Interior Corridor Entry Units
  - 1br Units – 670 Square Feet
  - 2br Units – 960 Square Feet
  - Energy Efficient Apartment Homes
    - Energy-Star Appliances
    - Low-flow water fixtures
    - 14-SEER air conditioning units
    - Energy-Star Rated Windows

Resident Programs

- Resident Programs:
  - Food pantry/common household items accessible to residents at least on a monthly basis
  - Quarterly health and nutrition classes
  - Annual health fair provided by a health care professional
  - Twice monthly arts, crafts, and other recreational activities
  - Twice monthly on-site social events

Example Elevations

Example Elevations

FORUM
237 S Westmonte Drive • Suite 220 • Altamonte Springs FL 32714
407-830-1400 • www.ForumArchitecture.com • AA0003731

Conceptual Building Elevations

TOLEDO PLACE SENIORS

12 OCT 2016 • North Port, FL

PICERNE DEVELOPMENT CORPORATION

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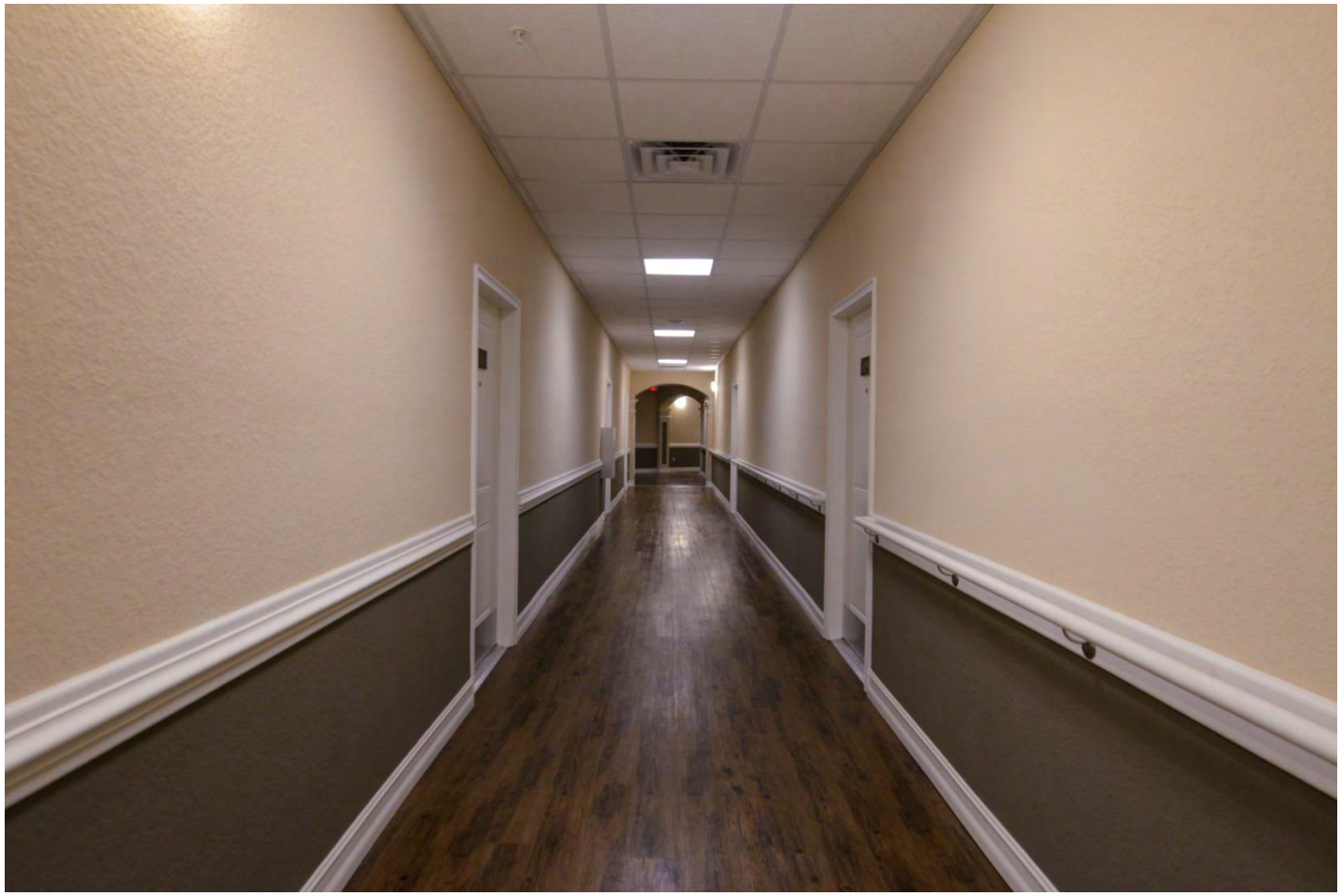
Laurel Court

81 Units
Deland, FL
Completion Date: December 2015

Laurel Court – Front Entrance

Laurel Court – Main Lobby

Laurel Court – Interior Corridor



Laurel Court – Billiards Room

Laurel Court – Fitness Room

Laurel Court – Card/Game Room

Laurel Court – Rear Balcony/Entrance

Laurel Court - Gazebo

Benefits to Flower Mound

- Approximately a $17 Million investment in the Town of Flower Mound
- Provide the Senior residents of Flower Mound with a high quality housing option at rents that are a fraction of its counterparts
- Increase to the Tax Base
- Local Temporary Construction and Permanent Management Jobs
- Long Term Hold – Own and operate the apartment community for at least 15 years

Thank you for your time

Questions?

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOUSING TAX CREDIT BASICS

The Texas Department of Housing and Community Affairs' ("TDHCA") Housing Tax Credit ("HTC") program is one of the primary means of directing private capital toward the development and preservation of affordable rental housing for low-income households. The HTC program is designed to:

- Provide a source of equity financing for the development of affordable housing;
- Maximize the number of affordable units added to the state's housing supply;
- Ensure that the state's affordable housing supply is well maintained and operated, serving as a credit to the communities in which affordable housing is constructed and operated; and
- Prevent losses in the state's supply of affordable housing.

How Housing Tax Credits Work

- Tax credits are awarded, using a competitive process detailed in statute and rule, to eligible participants to offset a portion of their federal tax liability in exchange for the production or preservation of affordable rental housing.
- The value associated with the tax credits allows residences in HTC developments to be leased to qualified households at below market rate rents.
- There are two types of HTCs: 9% HTC and 4% HTC.

9% HTC (Competitive)

- The 9% HTC program is highly competitive.
- The amount of HTC available in each region is determined through the Regional Allocation Formula ("RAF"); there are separate set-asides for "at risk" and US Department of Agriculture ("USDA") assisted developments.
- At least 10% of the allocation must be used for qualified non-profits.
- Applications are scored and ranked within their region or set-aside.
- Scoring criteria range from financial feasibility, various indicators of local support, size and quality of units, amenities and services to be provided to the tenants, economic health of the community, and more.
- Scoring reflects requirements found in state law and program rules; the program rules are known as the Qualified Allocation Plan ("QAP").

4% HTC (Non-Competitive)

- 4% HTCs are awarded to developments that use tax-exempt bonds as a component of their financing.
- Applications are accepted throughout the year.
- 4% HTCs are available statewide; they are not subject to regional allocation.

Funding Source

U.S. Treasury Department via the Internal Revenue Code.

Eligible Activities

The development of affordable rental properties or the rehabilitation of existing properties that maintain affordable rents for an extended period of time.

Eligible Applicants

Private for-profit and nonprofit developers.

Beneficiaries

Tenants earning up to 60% of the area median family income ("AMFI"), which varies by area. For example, to qualify for a reduced rent in an HTC-supported property, the annual income of a Dallas family of four may not exceed $42,240, while the annual income for the same household living in Brownsville may not exceed $31,440. *(These limits are subject to change as HUD releases new income limits and are available under the Featured Items drop menu on TDHCA's home page at www.tdhca.state.tx.us).*

Public Input

- Public comment is taken at all TDHCA board meetings and is accepted during the application review process.
- Regional public hearings are held to take public comment on 9% HTC applications (Applications for 4% HTC have hearings associated with their bond funding; no separate hearing is held for the 4% HTCs.)
- Under the 9% HTC program, the following entities may affect an application's score by submitting comment reflecting support, neutrality, or opposition: a city council and/or county commissioner's court (through a resolution): neighborhood associations that contain all or a portion of the proposed development and that are registered with the state or county; and state representatives.
- Under the 4% HTC program, the local governing body (city council and/or commissioners' court) may submit a certified resolution to TDHCA expressing objection or no objection to the proposed development.
- Hearing schedules, TDHCA board meeting announcements, and other informational notices are posted on TDHCA's Website.

Awards

- Final funding decisions on all HTC applications are made by TDHCA's Governing Board.
- The application "cycle" for 9% applications starts at the beginning of the year. Throughout the cycle different attributes of developments that are competing will be considered by the TDHCA board, such as appeals of terminations, scoring notices, requests for waivers, and third-party deficiencies.
- 9% HTC applications are recommended for final approval in July
- 4% HTC applications are considered for approval throughout the year

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- TDHCA monitors and physically inspects all properties which have received tax credits and/or multifamily funds from any TDHCA program
- Property owners who don't keep their promises during the building process, who let their properties fall into disrepair, or who do not follow the program rules may be subject to certain actions designed to encourage compliance. These actions, if not promptly addressed, may lead to other, more serious actions such as the assessment of administrative penalties or, in extreme instances, debarment from the HTC program.
- TDHCA provides oversight authority for health, safety, and program compliance of funded properties for up to 40 years.

More Information

More HTC information can be found by visiting TDHCA's site at www.tdhca.state.tx.us, hovering over the Programs tab, selecting Multifamily Programs, and clicking Multifamily FAQs under the Resources option, or by calling 512-475-3340.

Consumer Assistance

Individuals may search for TDHCA-supported affordable rental properties in their area by visiting TDHCA at www.tdhca.state.tx.us and clicking on the "Help for Texans" tab or by calling TDHCA's Housing Resource Center toll free at 800-525-0657.

TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: February 6, 2017

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Public Hearing to consider a resolution supporting an application by Marigold Housing, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Justin Road and Stone Hill Farms Parkway.**

BACKGROUND INFORMATION: This item is not required to be a public hearing; however, per the Town Council's request, this item has been noticed as a public hearing to encourage public comment.

In December 2016, the Town was approached by representatives of Marigold Housing, LP (to be formed) regarding the development of an age-restricted senior housing project. Marigold Housing is making an application for 9% Housing Tax Credits (HTC) with the Texas Department of Housing and Community Affairs (TDHCA) for Marigold Place (the Project) to be located in the vicinity of Justin Road and Stone Hill Farms Parkway. The project is an age-restricted elderly development, which is defined by the Texas Department of Housing and Community Affairs as a Development that is subject to an Elderly Limitation or a Development that is subject to an Elderly Preference. The project is pursuing approximately 136 units of which 109 will be for low-income tenants.

Marigold Housing is requesting a resolution of support for their HTC application with TDHCA. The proposed low-income senior facility was discussed during the following Council meetings:

- January 17, 2017: Under Town Manager's Report on the update on Senior Housing
- January 19, 2017: Part of the work session on Senior Housing

The resolution of support is a component of the application for the TDHCA to determine local support of a HTC project. The resolution does not contemplate development application approvals for land use, zoning, platting, site planning, or building permits. If Marigold Housing is awarded the 9% tax credits by TDHCA, they must still apply for and receive development application and permit approvals by the Town. Based on the location they are proposing, the development will require Master Plan and zoning amendment approvals, in addition to various other development and permit approvals by the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The HTC application is time sensitive. The Council may approve or deny the resolution.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft Resolution
2. Marigold Housing Presentation Materials
3. Housing Tax Credit Basics from TDHCA

DRAFT MOTIONS:

Move to approve a resolution supporting an application by Marigold Housing, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Justin Road and Stone Hill Farms Parkway.

Move to deny a resolution supporting an application by Marigold Housing, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Justin Road and Stone Hill Farms Parkway.

Attachment 1

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS SUPPORTING A PROPOSED AFFORDABLE MULTIFAMILY ELDERLY DEVELOPMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

WHEREAS, the Town of Flower Mound benefits from the availability of senior affordable housing for its residents of lower economic means; and,

WHEREAS, Marigold Housing, LP (to be formed) has proposed a development for senior/elderly affordable rental housing in the vicinity of Justin Road and Stone Hill Farms Parkway named Marigold Place Apartments in the Town of Flower Mound, Denton County, Texas; and,

WHEREAS, Marigold Housing, LP (to be formed) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2017 Competitive 9% Housing Tax Credits for Marigold Place Apartments (the "Application");

WHEREAS, the Town of Flower Mound supports the Application and pledges ten dollars ($10.00) as a commitment of development funding, towards the cost of permitting fees, as authorized by Texas Government Code (Low Income Housing Tax Program) §2306.6725(a)(5); and,

WHEREAS, after extensive deliberation regarding and consideration of the senior/elderly affordable rental housing project, the Town Council finds that the de minimis commitment of ten dollars ($10.00) serves the public purpose of attracting diversified housing for the Town of Flower Mound's ageing population;

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

SECTION 1

The Town of Flower Mound, acting through its governing body, hereby confirms its support for the proposed Marigold Place development in the vicinity of Justin Road and Stone Hill Farms Parkway, Flower Mound, Texas TDHCA Application Number 17210 and that this formal action has been taken to place on record the opinion expressed by the Town of Flower Mound on February 6, 2017; and

SECTION 2

That pursuant to Title 10, Rule 11.9(d)(2) of the Texas Administrative Code, and authorized by Texas Government Code (Low Income Housing Tax Program) §2306.6725(a)(5), the Town of Flower Mound pledges ten dollars ($10.00) as a commitment of development funding towards the cost of permitting fees. This funding commitment shall be contingent upon: (i) TDHCA low income housing tax credit (Elderly Development) project approval and (ii) development application approvals (including required land use and zoning applications) by the Town of Flower Mound; and

SECTION 3

For and on behalf of the Governing Body, the Town Manager or his designee is hereby authorized, empowered, and directed to certify these resolutions and sign a letter related to the funding commitment to the Texas Department of Housing and Community Affairs.

SECTION 4

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 6TH DAY OF FEBRUARY, 2017.

APPROVED:

_____
Thomas E. Hayden, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

Marigold Place

A Proposed New Affordable Senior Rental Community

BRIEFING PRESENTATION

FEBRUARY 6, 2017

highridge costa HOUSING, LLC

CLDC
CASA LINDA DEVELOPMENT CORPORATION

As required by TDHCA, and in accordance with the department's rules, aspects of the proposed development may be subject to change including but not limited to changes in the amenities ultimately selected and provided

Development Overview

- ✓ **LOCATION:** SWQ of Justin Road and Stone Hill Farms Parkway; 5.33 acres
- ✓ **ZONING:** Property currently zoned commercial; Rezoning Requires a Master Plan amendment
- ✓ **TYPE OF HOUSING:** Senior/Elderly Community – 55+ and older; Mixed Income
- ✓ **PROJECT INVESTMENT:** $21,160,000 financed in part federal housing tax credits
- ✓ **PRIVATELY OWNED:** Property will pay all real estate taxes
- ✓ **TOTAL APARTMENT HOMES:** 136 units
  - 5% of units set aside for the disabled
  - 109 income eligible; 27 market rate
- ✓ **UNIT TYPES AND SIZES:** 1/1 Bedroom – 720 sf; 2/2 Bedroom – 950 sf;
- ✓ **ESTIMATED RENTS:** Based on Dallas County Area Median Income (AMI); determined by HUD;
- ✓ **CURRENT AMI:** - $71,700.

Marigold Place breakdown of Percentage/Units/Income Level

30% AMI	50% AMI	60% AMI	Market Rate
9%	32%	39%	20%

- ✓ **ESTIMATED NET RENTS:** One Bedroom – Low of $347 to $751; Two Bedroom – Low of $408 to $893.
- ✓ **METHOD OF PROPERTY RESTRICTION:** The property will be restricted for seniors and by income through a Land Use Restriction Agreement effective for 35 years which will be executed and recorded by the State and the County once the development is completed.

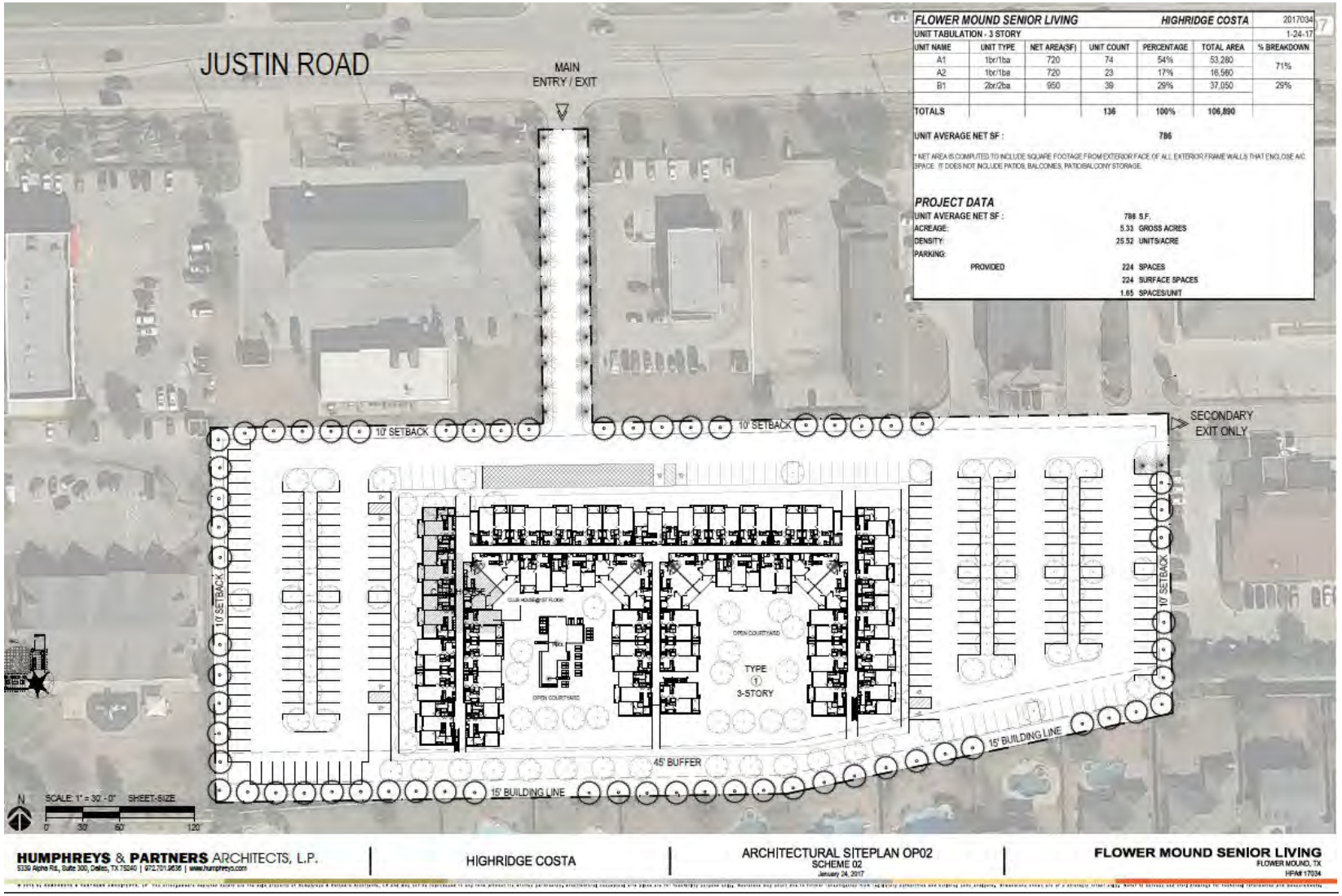
Site Location – Why This Site?

Selection was based on several factors:

- High economic growth area
- Excellent transportation access
- Near a hospital
- Near recreational opportunities
- Market demand in the low to moderate Senior population
- Meets the maximum points per the 2017 TDHCA Qualified Allocation Plan including tie-breakers

LOCATION IS AT THE SWQ OF JUSTIN ROAD AND STONE HILL FARMS PARKWAY; CURRENTLY ZONED PD 43 COMMERCIAL;

Preliminary Site Plan



Proposed Elevation

2 REAR ELEVATION
SCALE: 1/8" = 1'-0"

1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Proposed Community and Unit Amenities

COMMUNITY AMENITIES

- ✓ Clubhouse with Furnished community room
- ✓ Business center with computers, printer/scanner
- ✓ Community kitchen
- ✓ Equipped Fitness center
- ✓ Social room
- ✓ Common Area WiFi
- ✓ Pavilion with picnic tables and barbecue
- ✓ Perimeter Fencing with controlled access
- ✓ On Site Management and 24-hour emergency
- ✓ Swimming Pool with disabled accessibility
- ✓ Green Development Features

UNIT AMENITIES

- ✓ 9 foot ceilings
- ✓ Covered entries and porches
- ✓ Ceiling fans
- ✓ Washer/Dryer hookups
- ✓ Refrigerator
- ✓ Microwave, kitchen disposal
- ✓ Self-cleaning oven
- ✓ Energy efficient appliances
- ✓ Elevator Served Energy efficient appliances

Casa Linda Development Corporation and Highridge Costa Housing, LLC

CASA LINDA DEVELOPMENT CORPORATION

- ✓ Based in Dallas, Texas;

- ✓ Principals and Owners Linda S. Brown and Sara Reidy bring over 27 years of Texas affordable housing and economic development experience; Linda S. Brown - Former City of Dallas Economic Development Director; Sara Reidy - 1998 – 2009 Exec. VP of Development Finance for a private affordable development company assisting in the financing of over 10,500 units with over $1B in debt and equity for 9% and 4% tax credit developments; CLDC has developed properties in Harlingen, Dallas, Rio Grande City, Alton, Edinburg (under construction) and Cibolo (awarded 2016). CLDC has also assisted in the development and/or tax credit award for communities in Austin, San Antonio, Laredo, El Paso, and Georgetown.

HIGHRIDGE COSTA HOUSING, LLC - HCH is part of the Highridge Costa Group of Companies

- ✓ HCH has principals and a project management staff that are highly experienced and capable of overseeing projects from inception through completion.
- ✓ Mohannad H. Mohanna, HCH President, has over 25 years of experience in the affordable housing industry nationwide and internationally.
- ✓ Established in 1994 - $1 billion asset base
- ✓ A-Z design, development, and financing of low-to-moderate income apartment communities

The CLDC/HCH Winning Team!

- ✓ Superior Design, Commitment to the Investment and Attention to Asset Management sets our team apart.
- ✓ We work in partnership with cities and neighborhood interests to meet housing goals.
- ✓ Provide a superior amenity package: swimming pool, picnic area, computer and recreation room, secured entrance, and beautiful landscaping
- ✓ We listen to the needs of our residents to provide services such as on-site computer training, nutritional and/or exercise classes and social events.
- ✓ Our experience and successful track record in developing and operating over 250 housing communities ensures our communities and the cities in which they are located winning outcomes.
- ✓ We develop and construct communities we are proud and more importantly our residents are proud to call home.

DORADO SENIOR APARTMENTS, BUENA PARK, CA

PERRIS STATION SENIOR APARTMENTS

PERRIS, CALIFORNIA

highridge costa
DEVELOPMENT COMPANY, LLC

OCEAN BREEZE APARTMENTS – SANTA MONICA, CA

Community Under Construction
The Heights – Edinburg, Texas

highridge costa HOUSING, LLC

CLDC
CASA LINDA DEVELOPMENT CORPORATION

Community Preparing to Close
El Sereno, Cibolo, Texas (Elderly)

highridge costa HOUSING, LLC

CLDC
CASA LINDA DEVELOPMENT CORPORATION

CLDC Sample Communities

The Belleview – Dallas
164 units on 1.64 acres

La Esperanza De Alton – Alton, TX
80 units

La Esperanza Del Rio –
Rio Grande City, TX
60 units

Next Steps

- ✓ **February 6, 2017** – Town Council Approval for a Resolution of Support for Application to the State;
- ✓ **July 2017** – Award of Tax Credits from the State;
- ✓ **Town approval** for all development plans including Rezoning;

Attachment 3: Housing Tax Credit Basics

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOUSING TAX CREDIT BASICS

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Town Council Future Agenda Items

SCHEDULED	**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	Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Gaston Park Playground, from Playwell Group, Inc., and PlayWorks, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of $210,943.68.
		Consent	PLACEHOLDER Annual COE Solicitation for Contract
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16 for adjustments to the Stormwater Utility Fund, General Fund and Vehicle and Equipment Replacement Fund.
		Consent	Consider approval of Change Order No. 3, for a decrease in the amount of $75,000.27, the final acceptance of the Oak Drive Water Main Replacement project, and authorization of final payment to the contractor, A&M Construction and Utilities, Inc., in the amount of $66,431.77; and authorization for the Mayor to execute on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on February 6, 2017.
		Regular	Public Hearing to consider a request for rezoning (MU17-0001 – Lakeside DFW) to amend the Lakeside DFW Development Code by amending Section 7.1.B(2), "Unrestricted Materials," to add EIFS as an Unrestricted Material applicable only to the Lakeside Tower, and by amending Section 8, "Signage Standards," to allow for signs on construction cranes located within the MU-TEN and MU-C(3) Subzones, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Edgemere Road and along both sides of Lakeside Parkway. (The Planning and Zoning Commission recommended by a vote of to at its February 13, 2017, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA17-0003 - Urban Design - Roofs and Parapets) to amend Section 4, Urban Design Plan, by modifying the Roofs and Parapets standards regarding applicability and waiver process and criteria, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended by a vote of to at its February 13, 2017, meeting.)

SCHEDULED	**2/20/2017**	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	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 conceptual elevations and plans, 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	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	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.
	3/6/2017	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.
		Regular	Public Hearing to consider a request to amend the Master Plan (MPA16-0008 - Parks and Trails Plan) by deleting existing Section 5.0 Parks and Trails Plan and replacing said section with a new Section 5.0 Parks and Trails Plan and adopting the 2017 Parks and Recreation Master Plan Update and to adopt an ordinance providing for said Standards. (The PALS Board recommended approval of the proposed master plan update by a vote of ?-? At its February 2, 2017, meeting. The Planning and Zoning Commission recommended approval of the proposed master plan update by a vote of ?-? At its February 13, 2017, meeting.)
	3/20/2017	Consent	FM 2499 & FM 3040 Water Line Crossing Change Order 2 and Final Acceptance.
		Consent	Sagebrush Drive Change Order 5 and Final Acceptance.
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016.
		Consent	Heritage Park Phase IV Design Award.

SCHEDULED	**3/20/2017**	Consent	Western O&M Facility (Temporary Fire Station No. 6) Change Order 5 and Final Acceptance.
	3/23/2017	Work Session	Joint work session with the Transportation Commission to discuss the Town's Thoroughfare Plan.
	4/3/2017	Consent	Twin Coves Change Order 1.
		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
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
	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	Town Hall GMP
		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	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.

SCHEDULED	**8/7/2017**	Consent	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
		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.
		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.
		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.
	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 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.
		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.
	9/5/2017	Regular	Public Hearing to consider a tax rate of $0._____ per $100 assessed valuation.

SCHEDULED	**9/18/2017**	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.
		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	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.
		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.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Waketon Road Drainage Study.
		Consent	Shady Point Acres Water Main Replacement Construction Award.
		Consent	Fire Station #7 Design Award.
		Regular	Public Hearing to consider an application for a tree removal permit for nineteen (19) specimen trees on property proposed for development as The Lakes. The property is generally located west of Shiloh Road and north of Cross Timbers Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its June 7, 2016, meeting).
		Regular	Consider approval of a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances. The property is generally located north of Flower Mound Road and east of Morriss Road. (The Planning and Zoning Commission tabled this item by a vote of 5 to 1 at its January 23, 2017, meeting.)