

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

5/1/2017

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Proclamation for Children's Mental Health Awareness Day.

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

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. New town hall and library expansion

H. FUTURE AGENDA ITEMS

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

Town Council Meeting Agenda

May 1, 2017

Page 2

I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is a scheduled for Monday, May 15, 2017.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 4/17-** Consider approval of the minutes from a regular meeting of the Town Council held on April 17, 2017.
2. **Encroachment Easement Agreement-** Consider approval of an Encroachment Agreement with Explorer Pipeline Company; and authorization of Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

3. **Heritage Park Ph III Construction Award-** Consider approval of the Construction Agreement with Northstar Construction, LLC., for the Heritage Park Phase III project, in the amount of \$1,591,910.00 and selected bid options of \$222,800.00, for a total not to exceed amount of \$1,814,710.00; and authorization for the Mayor to execute same on behalf of the Town.

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

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, **Parks Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and 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. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Presiding and Alternate Municipal Court Judge.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- d. 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.

Town Council Meeting Agenda

May 1, 2017

Page 3

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 also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: April 27, 2017, at 4:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: May 1, 2017

FROM: Theresa Scott, Town Secretary

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

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 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

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on April 17, 2017.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 17TH DAY OF APRIL 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/04172017-1373> (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

With the following members absent:

Itamar Gelbman	Councilmember Place 5
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constituting a quorum with the following members of the Town Staff participating:

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

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. PRESENTATIONS

1. Recognition of the Flower Mound Citizens Academy - Class of 2017

Ms. Scott gave a presentation identifying or noting background information about the academy and accomplishments of the participants. Graduates recited a pledge and each was presented an award.

E. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (<i>as written on the form</i>)
1.	Ron Hilliard, 2461 Sheri Ln	Town Council
2.	Michael Brizendine, 2709 Fordham Ct	Item 7 (ACMS)
3.	Paul Stone, 4100 Broadway, # 11111	Elections, Item 13(Lakeside)
4.	Sandeep Sharma, 2504 Stillwater Ct	Facebook Live
5.	Susan Dawson, 3425 Lamden Dr	Children's Advocacy Center
6.	Shaheed Luqman, 3429 Jameston Dr	Annual Picnic Invitation

F. ANNOUNCEMENTS

Councilmember Jason Webb had the following announcements:

- Candidate forum dates
- Early voting and election day information
- Reported on the recent vehicle burglaries and noted that all of them were crimes of opportunity and reminded residents to lock their vehicles.

Members of Council reported on the Stryker ribbon cutting and opening ceremony event, including information relative to their financial investment in the community.

Members of Council reported on the high turnout of the recent Easter sunrise service on The Mound. It was also pointed out that former Mayor Tom Webb was there and he has moved back to Flower Mound.

Mayor Hayden announced that the Town is now utilizing Facebook Live to broadcast Council meetings.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects.
 - McKamy Creek Rd

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

- What is the Town's process for public notification as it relates to a road designation change
2. Economic Development projects.
 - Milwaukee Joe's was issued their certificate of occupancy
 - Stryker expansion
 - Close to consummating a deal with another company that will take the space vacated by Stryker

3. New town hall and library expansion.
 - Future meeting dates for briefings

H. FUTURE AGENDA ITEMS

1. There were no items requested for a future agenda.

I. COORDINATION OF CALENDARS

Mayor Hayden announced that the next Town Council regular meeting is scheduled for Monday, May 1, 2017.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on April 3, 2017.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on April 3, 2017.

2. Consider approval for Waste Water Treatment Plant Administrative Building Renovation.

RECOMMENDATION: Move to approve for Waste Water Treatment Plant Administrative Building Renovation.

3. Consider approval of an ordinance amending section 54-178(a) of the Town of Flower Mound Code of Ordinances and the general restrictions applicable to property subject to United States Army Corps of Engineers property rules and regulations; amending recreational use fees contained in Appendix A "Fee Schedule" established by Section 54-178.1 of the Code of Ordinances; providing a penalty; for severability; for repeal of conflicting ordinances; establishing an effective date and providing for publication. (The Parks Board recommended approval by a vote of 6 to 0 at its April 6, 2017, regular meeting.)

RECOMMENDATION: Move to approve an ordinance amending section 54-178(a) of the Town of Flower Mound Code of Ordinances and the general restrictions applicable to property subject to United States Army Corps of Engineers property rules and regulations; amending recreational use fees contained in Appendix A "Fee Schedule" established by Section 54-178.1 of the Code of Ordinances; providing a penalty; for severability; for repeal of conflicting ordinances; establishing an effective date and providing for publication. (The Parks Board recommended approval by a vote of 6 to 0 at its April 6, 2017, regular meeting.)

ORDINANCE NO. 11-17

AN ORDINANCE AMENDING SECTION 54-178(a) OF THE FLOWER MOUND CODE OF ORDINANCES AND THE GENERAL RESTRICTIONS APPLICABLE TO PROPERTY SUBJECT TO UNITED STATES ARMY CORPS OF ENGINEERS PROPERTY RULES AND REGULATIONS; AMENDING RECREATIONAL USE FEES CONTAINED IN APPENDIX A "FEE SCHEDULE" ESTABLISHED BY SECTION 54-178.1 OF THE CODE OF ORDINANCES; PROVIDING A PENALTY; FOR SEVERABILITY; FOR REPEAL OF CONFLICTING ORDINANCES; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION.

4. Consider approval of naming the 10.756 acre public park located at 6425 Stonecrest Road in the Canyon Falls Development as Canyon Falls Park.

RECOMMENDATION: Move to approve naming the 10.756 acre public park located at 6425 Stonecrest Road in the Canyon Falls Development as Canyon Falls Park.

5. Consider approval of an Interlocal Cooperation Agreement for Library Services.

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement for Library Services.

6. Consider approval of a resolution suspending the April 21, 2017, effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as requested by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee.

RECOMMENDATION: Move to approve a resolution suspending the April 21, 2017, effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as requested by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee.

RESOLUTION NO. 07-17

RESOLUTION OF THE TOWN OF FLOWER MOUND SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

7. Item 7 was pulled from consent and moved to regular items.

8. Consider approval of the purchase and installation of play equipment for the 2016-17 Playground Replacements for Glenwick Park, from Playcraft Systems, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$135,743.47.

RECOMMENDATION: Move to approve the purchase and installation of play equipment for the 2016-17 Playground Replacements for Glenwick Park, from Playcraft Systems, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$135,743.47.

9. Consider approval of the purchase and installation of play equipment for the 2016-17 Playground Replacements project for Grove Park, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$134,186.00.

RECOMMENDATION: Move to approve the purchase and installation of play equipment for the 2016-17 Playground Replacements project for Grove Park, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$134,186.00.

10. Consider approval of Bid No. 2017-61, to purchase materials and installation for the renovation of Fire Station No. 1's crew showers and mechanical areas, from Unified Services of Texas, Inc., as part of the Fire Station No. 1 Facility Upgrades project in the amount of \$299,057.00.

RECOMMENDATION: Move to approve Bid No. 2017-61, to purchase materials and installation for the renovation of Fire Station No. 1's crew showers and mechanical areas, from Unified Services of Texas, Inc., as part of the Fire Station No. 1 Facility Upgrades project in the amount of \$299,057.00.

11. Consider approval of Bid No. 2017-62, to purchase materials and installation for the renovation of the Police Department's Jail, Locker and Shower areas, for the Police and Courts Facility Upgrades project, from Unified Services of Texas, Inc., in the amount of \$639,341.00.

RECOMMENDATION: Move to approve Bid No. 2017-62, to purchase materials and installation for the renovation of the Police Department's Jail, Locker and Shower areas, for the Police and Courts Facility Upgrades project, from Unified Services of Texas, Inc., in the amount of \$639,341.00.

12. Consider approval for emergency purchase of a backup system for all Town servers.

RECOMMENDATION: Move to approve emergency purchase of a backup system for all Town servers.

Councilmember Jason Webb moved to approve by consent Items 1 – 6; 8 – 12. Councilmember McDaniel 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:

AYES: B. WEBB, BRYANT, MCDANIEL, J. WEBB

NAYS: NONE

ABSENT: GELBMAN

Motion passed

K. REGULAR ITEMS

7. Consider approval of an agreement with All City Management Services (ACMS).

Staff Presentation

Chief Kancel or Captain Griffin gave a presentation identifying or noting:

- Purpose of tomorrow's meeting with the crossing guards
- Importance of crossing guards
- Crossing guard program proposal
- Service days and hours involved for crossing guards, volunteers, and officers
- 5 year budget history
- Background information on All City Management Services (ACMS), including other municipalities served in Texas
- Summary of what the partnership with ACMS would mean (safety, response asset increase, reduces tangential administrative liabilities)

Captain Griffin responded to questions from Council as follows:

- Why is it difficult for the Town to find crossing guards
- What changes for the existing crossing guards, if anything
- Will Flower Mound residents be given preferential treatment for new positions over someone outside of Flower Mound

- What percentage of the current crossing guard team are Flower Mound residents
- What gives ACMS the advantage to fill crossing guard positions that the Town currently cannot fill
- Will the Flower Mound Police Department keep the authority in this area
- Clarification that the main driver behind this agreement is because when there is an absence of a crossing guard one of the police officers is called in to fill that vacancy, reducing the response assets to take calls for service or monitor school zones
- What is the duration of the contract
- Clarification regarding the transition plan
- Does the Town still have a say as to crossing guard hiring qualifications
- Who would be the point of contact for any issues or complaints
- Clarification that no changes, if approved, would go into effect until the next school year
- How does the company make money if the pay is the same

There was Council discussion or comments as follows:

- The timing as it relates to communicating the proposed changes to the crossing guards
- How there is a history of the Town struggling to get enough crossing guards to cover all the locations
- How it is not an effective use of police officers to be stationed as a crossing guard as it's not the highest and best use of their skillset
- Interest in having language in the agreement stipulate that if there is a lack of coverage situation that results in putting a uniformed officer at a location, the Town should get compensated back for that
- Every crossing guard the Town has today will be able to stay, and they'll keep their current salary
- Concerns were addressed relative to tenure, transition, pay, training, and hiring practices by ACMS
- How everything stays the same other than a large pool of people in which to hire from and frees up the police officers

There was Council direction to proceed with modifying the agreement that takes into account the following considerations:

- preferential treatment for Flower Mound residents for any new positions
- language in the agreement that stipulates that if there is a lack of coverage that results in putting a uniformed officer at a location, the Town gets reimbursed
- and input that is forthcoming at the meeting tomorrow

Deputy Mayor Pro Tem Bryan Webb moved to postpone an agreement with All City Management Services (ACMS) indefinitely. Councilmember McDaniel seconded the motion.

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

13. Consider approval of a design change (MISC17-0003) for the terminus feature in the central roundabout within the Lakeside DFW development. The property is within the intersection of Edgemere Road and Lakeside Parkway. (The Planning and Zoning Commission denied the item by a vote of 6 to 0 at its April 10, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- the applicant is appealing the Planning and Zoning decision as it relates to site plan (reason why it is coming to Council)
- location
- land use and zoning
- photographs of the site
- summary of discussion at the Planning and Zoning meeting

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

- How did the idea of the terminus come about
- A request for a visual clarification in that if the item is denied what would go there
- How tall does a live oak get in the proposed roundabout environment
- Concerns that the branches of the tree may cause road visibility issues
- In the interest of the roundabout feature not being a stumbling block for the developer to obtain a certificate of occupancy, could there be an exception to the roundabout feature, with the understanding it would be addressed later. There was later Council direction to the Town Manager to proceed with working with the applicant for that purpose
- Legalities associated with what Council or applicant action is necessary in the situation of allowing an exemption to the roundabout feature to the extent that it doesn't restrict the applicant from obtaining a certificate of occupancy

Applicant Presentation

Richard Myers, 909 Lake Carolyn Pkwy, Ste 150, Irving, TX 75039

Mr. Myers gave a presentation identifying or noting:

- Proposal for the Lakeside DFW Roundabout and *The Lakeside Liberty Tree*
- Liberty tree lighting example
- Cell phone coverage issues in the area and possible resolutions
- Options as it relates to a manmade terminus as they believe the obelisk is not fitting at the location

and he responded to questions or comments from Council as follows:

- How large and what type of tree would be planted
- What is the caliper inches on the trunk
- Concerns regarding the business owner's association ability to maintain the trees, particularly given they didn't put up holiday lights this past year
- What changed in one year that shifted the desire for an obelisk as the visual terminus element to a tree
- Why couldn't they bring forward this item at the same time of the 3rd round about that addresses cell service
- Height contradictions as it relates to the tree and the obelisk
- Would a large water feature or a sculpture be an option

There was Council discussion or comments related to:

- How visually the tree will not serve the purpose of a terminus
- Which is more appealing – the obelisk or a tree, and why
- Suggested utilizing the Cultural Arts Commission to get their input on art ideas

Mr. Myers (applicant) officially withdrew the application during the meeting and therefore no council action was taken.

14. Public Hearing to consider a request for rezoning (ZPD17-0002 - Victory Retail) to amend Planned Development District No. 51 (PD-51) by amending the development standards related to permitted uses and parking standards for the Retail District-2 (R-2) tract, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Flower Mound Road and east of Morriss Road. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its April 10, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation for items 14 and 15 identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the site
- Clarification regarding the deviation request as it relates to parking (item 15)
- Development standards, particularly as it relates to the Town's parking requirements and how there are some restaurants such as Smoothie King, Nothing Bundt Cakes, etc. that don't have tables and therefore don't have the same actual restaurant requirements
- Applicant revised their applicant in that there is not a request for the limited restaurant provision and now it would only be a request for uses that meet the walk up/counter only type restaurants
- Correspondence received by The Pines development, indicating they would like the same approvals
- How outside seating is also figured into the parking calculations

and he, Mr. Meredith, or Mr. Stathatos responded to questions from Council as follows:

- Clarification of the square footage calculations that trigger parking and how does Flower Mound compare to our neighboring communities
- Why do we include non-customer space into the parking calculations
- Procedural issues as it relates to proceeding (for the Council/Applicant) given the supermajority element and 4 of 5 members present
- Who is responsible for the gate (based on comments from the Tealwood Oaks residents who spoke during the public hearing about it not working)

Applicant Presentation

Kris Ramji, 4908 Pinehurst Dr, Frisco, TX 75034

Mr. Ramji gave a presentation identifying or noting:

- They are asking for the ability to have a store front restaurant that doesn't include seating

And he responded to the following questions:

- What percentage of the total retail is anticipated for the store front use

Mayor Hayden informed the applicant that given the item was denied at P & Z there is now a supermajority requirement from Council (4 out of 5), and given there is one member of Council absent it would require a unanimous vote in favor for approval. For that reason he was provided the option to postpone to another date. The applicant opted to proceed.

Mayor Hayden opened the Public Hearing at 8:27 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
	Pierce Cauvin, 909 Wood Duck Way (indicated on form did not wish to speak)	
	Barry Gabbert, 2017 Ring Teal Ln	
	Mary Ann Holbrook, 912 Drake Trl	
	Jerome Patterson, 620 Autumn Ln	
	Jim Engel, 5110 Bayberry	
	Robert O Monroe, 1904 Ring Teal Ln	
	Renee Doyle, 920 Drake Trl	
	Sandeep Sharma, 2504 Stillwater Ct	
	Martin Rice, 908 Wood Duck	

	Paul Stone, 4100 Broadway, # 11111	
	Karen Martin, 840 Tealwood Cir	

Mayor Hayden closed the Public Hearing at 8:48 p.m.

There was Council discussion as follows:

- How if there is interest in putting in a subsection for limited service restaurants it should be an adjustment to the Town's Ordinance instead of a case by case development issue
- How the applicant didn't make any changes since the last meeting, and instead is asking the Town to make changes
- Possibility of having the Transportation and/or Planning and Zoning Commission look at the Town's parking ordinances and associated requirements, which would include a comparison of neighboring cities, as well as a review of some of the Town's retail centers that are thriving and what the thoughts and assumptions were at that time, followed by making any recommendations as warranted.
 - o Interest in having the topic for discussion at the Town's Strategic Planning session later this year
- How the applicant should continue to work on getting shared access to the east

Mayor Pro Tem Bryant moved to deny a request for rezoning (ZPD17-0002 - Victory Retail) to amend Planned Development District No. 51 (PD-51) by amending the development standards related to permitted uses and parking standards for the Retail District-2 (R-2) tract, and adopt an ordinance providing for said amendment. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:

AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB

NAYS: NONE

ABSENT: GELBMAN

Motion passed

15. 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 recommended denial by a vote of 6 to 0 at its February 27, 2017, meeting.) (This item was postponed indefinitely at the March 20, 2017, Town Council meeting.)

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

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

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

There was some discussion relative to whether or not Council should have Transportation Commission member Louis Wei come to a future Council meeting to discuss his service to the Town, and more specifically as it relates to a potential willful violation of trust in relation to his role.

Given there was not a majority of Council interested in discussing Mr. Wei's service, no staff direction was provided or additional action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:54 p.m. on April 17, 2017, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 10:12 p.m. on April 17, 2017, to take action on the items as follows:

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

No action taken.

- b. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Presiding and Alternate Municipal Court Judge.

Councilmember McDaniel moved to approve an Ordinance of the Town Council of the Town of Flower Mound, Texas appointing an alternate judge in the person of Stephanie Askew, to the Municipal Court of Record in the Town of Flower Mound providing this Ordinance shall be cumulative of all Ordinances, providing a severability clause, providing for publication and providing an effective date, with an addendum of a \$500 stipend for training per month for a 30 day period. Councilmember Jason Webb seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB

NAYS: NONE

ABSENT: GELBMAN

- c. 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.

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

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 10:20 p.m. on Monday, April 17, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 02

CONSENT ITEM

DATE: May 1, 2017

FROM: Ken Parr, Executive Director of Public Works

ITEM: Consider approval of an Encroachment Agreement with Explorer Pipeline Company; and authorization of Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This agenda item is to consider approval of an encroachment easement agreement between the Explorer Pipeline Company and the Town of Flower Mound. This agreement provides for Explorer Pipeline Company to dedicate an encroachment easement across their existing buried 8" high pressure petroleum line to the Town for the purpose of the Town constructing an 2-8'x5' Drainage Box Culvert. The pipeline is located within the City of Grapevine on property owned by Mountainprize. Mountainprize, Inc. has also provided easements to the Town for the construction and maintenance of the Drainage Box Culvert across their property.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: The Encroachment Agreement was reviewed by James Donovan with Taylor, Olson, Adkins and Elam L.L.P.

ATTACHMENTS:

1. Encroachment Agreement.

RECOMMENDATION: Move to approve the Encroachment Agreement with Explorer Pipeline Company; and authorize the Mayor to execute same on behalf of the Town.

ENCROACHMENT AGREEMENT

State of Texas

County of Tarrant

1. This document is dated _____ .

2. Legal description of affected land:

Situated in Tarrant County, Texas, containing 126.75 acres, more or less, in Lot 4, Laseter Heirs Partition of J.M. Baker Survey, Abstract #167, and more fully described in a certain deed from Hattie Hoge, et vir to Mary Flake, recorded in Book 1355, at Page 556, deed records of Tarrant County, TX.

3. Sinclair Refining Company, a Maine corporation, herein called "SINCLAIR", was granted an easement in gross, herein called "EASEMENT", from original landowner Mary Flake, by instrument dated 4 February 1948, filed 6 February 1948, recorded in Volume 1975, Page 494, of the Deed Records of Tarrant County, Texas. **GRANTOR**, Explorer Pipeline Company, a Delaware Corporation, herein called "EPL", is the successor-in-interest to SINCLAIR as regards EASEMENT.
4. The Town of Flower Mound, a Texas municipality, herein called "**GRANTEE**", was granted an easement from the current landowner for surface and subsurface rights to provide storm water drainage. GRANTEE requests permission to encroach on EASEMENT in order to build the drain as shown on the attached drawings.
5. To accommodate GRANTEE's construction, if EPL needs to perform any maintenance, security or repair tasks, such as relocating sections of pipe or pipe appurtenances, relocating corrosion control equipment, providing additional markers, etc., GRANTEE will pay EPL in advance for such items of work. EPL will identify such items and their costs as soon as they are reasonably able.
6. Only after the inspection and repairs as described above are completed, and in consideration of the premises and the conditions described below, EPL thereby grants GRANTEE permission to construct the drain on EASEMENT as shown on the attached drawings insofar as EPL has the right title and interest to grant such permission, subject to the following conditions (failure to comply with any of these conditions voids this agreement in its entirety):
 - 6.1. GRANTEE assumes the risk of, and all liability for or on account of, injury to or death of persons or damage to property, and to the extent permitted by law, shall protect, indemnify and save EPL harmless from any such injury to or death of persons, or damage to property resulting from GRANTEE's construction activities within the easement, (except where such injury, death or damages shall be caused by the proportional negligence of EPL, its agents, servants or employees).

6.2. GRANTEE shall include the following warning on all construction prints involving EPL's pipeline:

**WARNING!!! Explorer's High-Pressure Petroleum Products Pipeline.
At least 48 hours before any construction within 25 feet of Explorer's
pipeline, contact Explorer Pipeline Area Manager, John Patterson,
918-591-3162 (office), 214-532-7532 (cellular), 866-780-3598 (fax).**

- 6.3. All encroachments to be constructed in accordance with the attached drawing(s).
- 6.4. EPL's Area Office shall receive notice via a "One-Call" at least 48 hours in advance of commencing construction on EASEMENT. GRANTEE shall not permit any machine excavation nor allow heavy equipment to work within 15 feet of EPL's pipeline without prior approval of EPL's field agent. An EPL field agent must be present for any and all digging. The EPL contact person and contact information are as shown in the paragraph above.
- 6.5. With regards to the existing grade level of EPL's right-of-way, At no time will GRANTEE remove any cover therefrom, or add cover thereto, that would cause the total cover to be less than three feet, or more than six feet over the pipeline without prior approval from EPL's field agent.
- 6.6. GRANTEE shall provide a 6" thick, 48" wide protective reinforced concrete slab over Explorer's pipeline and completely across the drain easement. See attached sketch.
- 6.7. Any protective slabs, pavements, driveways, sidewalks, fences, landscaping, or anything else located in EASEMENT that have to be removed for access to pipeline for emergency or maintenance purposes, will be removed and replaced at GRANTEE'S expense.
- 6.8. The minimum vertical clearance between EPL's pipe and proposed underground encroachments through EPL's right-of-way (utility lines, other pipes, whatever) is 24". Unless required for proper operation (e.g. drainage), such encroachments will be of uniform depth for the full width of EASEMENT. Such encroachments shall cross under EPL's pipe whenever possible.
- 6.9. As much clearance as possible should be maintained between EPL's pipe and any underground electrical conductors. Conductors shall be encased in steel conduit and covered with a 6" minimum layer of red concrete. Should it be impractical to install the conductor under EPL's pipeline, it may be installed above EPL's pipeline provided the 24" minimum clearance is obtained to the bottom of a 12" minimum layer of red concrete containing the centralized steel conduit. All conductors including the bare copper neutral shall be insulated for maximum circuit voltage in the vicinity of the pipeline.
- 6.10. The minimum vertical clearance above EASEMENT finished grade and proposed above ground encroachments (utility lines, other pipes, whatever) is 25 feet.
- 6.11. No power poles or other utility structures shall be located within EASEMENT unless approved in writing by EPL's field agent.
- 6.12. After GRANTEE completes installation of all construction, GRANTEE will provide EPL with three copies of as-built plans showing all underground and above-ground encroachments.
7. All other rights described in EASEMENT remain unchanged.
8. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

TO HAVE AND TO HOLD said rights and right-of-way, easements, estates, and privileges unto the said GRANTEE, its successors and assigns, so long as said right-of-way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF,

EPL has executed this instrument this _____ day of _____, 2017.

WITNESS:

Ray Matlock, Explorer Pipeline Company

Explorer Pipeline Co.
Approved as to form

William J Sanders

State of Oklahoma

County of Tulsa

BEFORE ME, the undersigned authority, on this day personally appeared **Ray Matlock**, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Explorer Pipeline Company for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this _____ day of _____, 2017.

Notary Public in and for Tulsa County, Oklahoma

My commission expires: _____

WITNESS:

Date

Tom Hayden, Mayor Town of Flower Mound

State of Texas

County of Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared **Tom Hayden**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of The Town of Flower Mound, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this _____ day of _____ , 2017.

Notary Public in and for Tarrant County, Texas

My commission expires: _____

Deed Records of Tarrant County, Texas filestamp



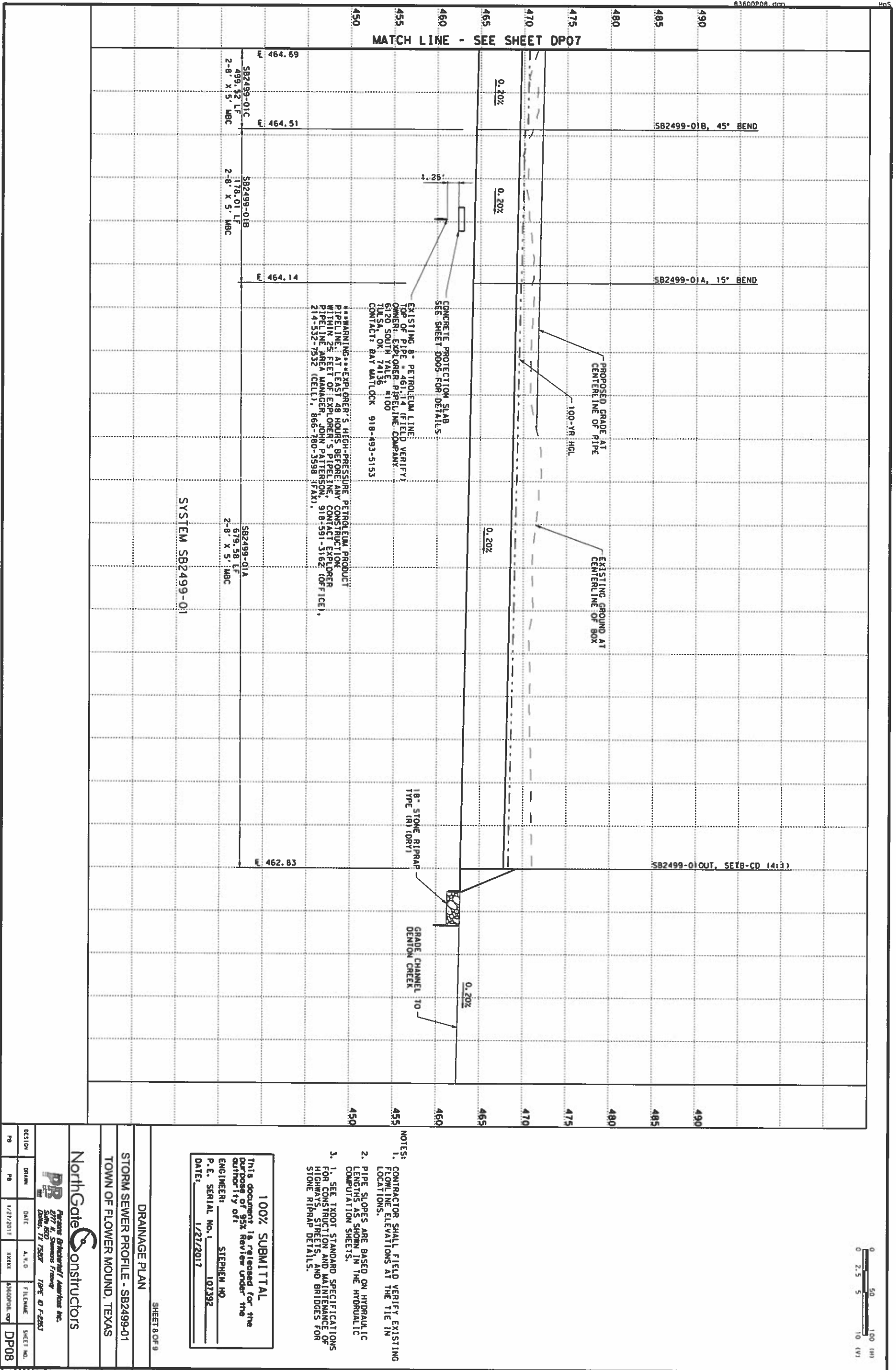
PROPOSED STORM SEWER
 DRAINAGE DITCH
 TRAFFIC DIRECTION

NOTES:

1. SEE TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES FOR STONE RIPRAP DETAILS, ITEM 432.
2. REMOVE EXISTING HEADWALL AND SAW CUT 1' OF EXISTING CULVERT. DRILL AND EPOXY PROPOSED BARS, SIZE AND SPACING PER TxDOT STANDARD.

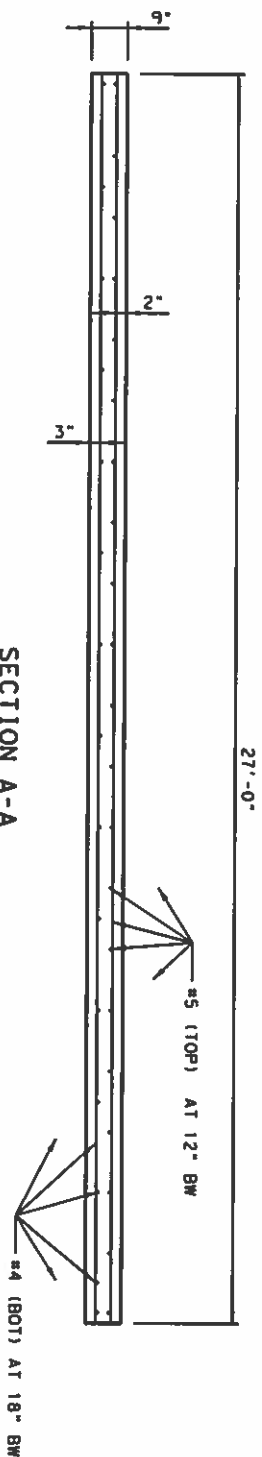
NorthGate Constructors

 PERKINS ENGINEERING CONSULTANTS, INC. 5171 N. STEWART FRISKY DENVER, CO 80212				
 NorthGate Constructors				
DRAINAGE PLAN (NB2499) STA 5055+00 TO STA 5017+00 TOWN OF FLOWER MOUND, TEXAS				
DESIGN	DRAWN	DATE	A.V.O.	FILENAME
PB	PA	12/9/2016	XXXX	03600002.dwg
				SHEET NO.
				DP02



83600005.dgn

H05



SECTION A-A

GENERAL NOTES:

DESIGNED ACCORDING TO ACI 360 SPECIFICATIONS.

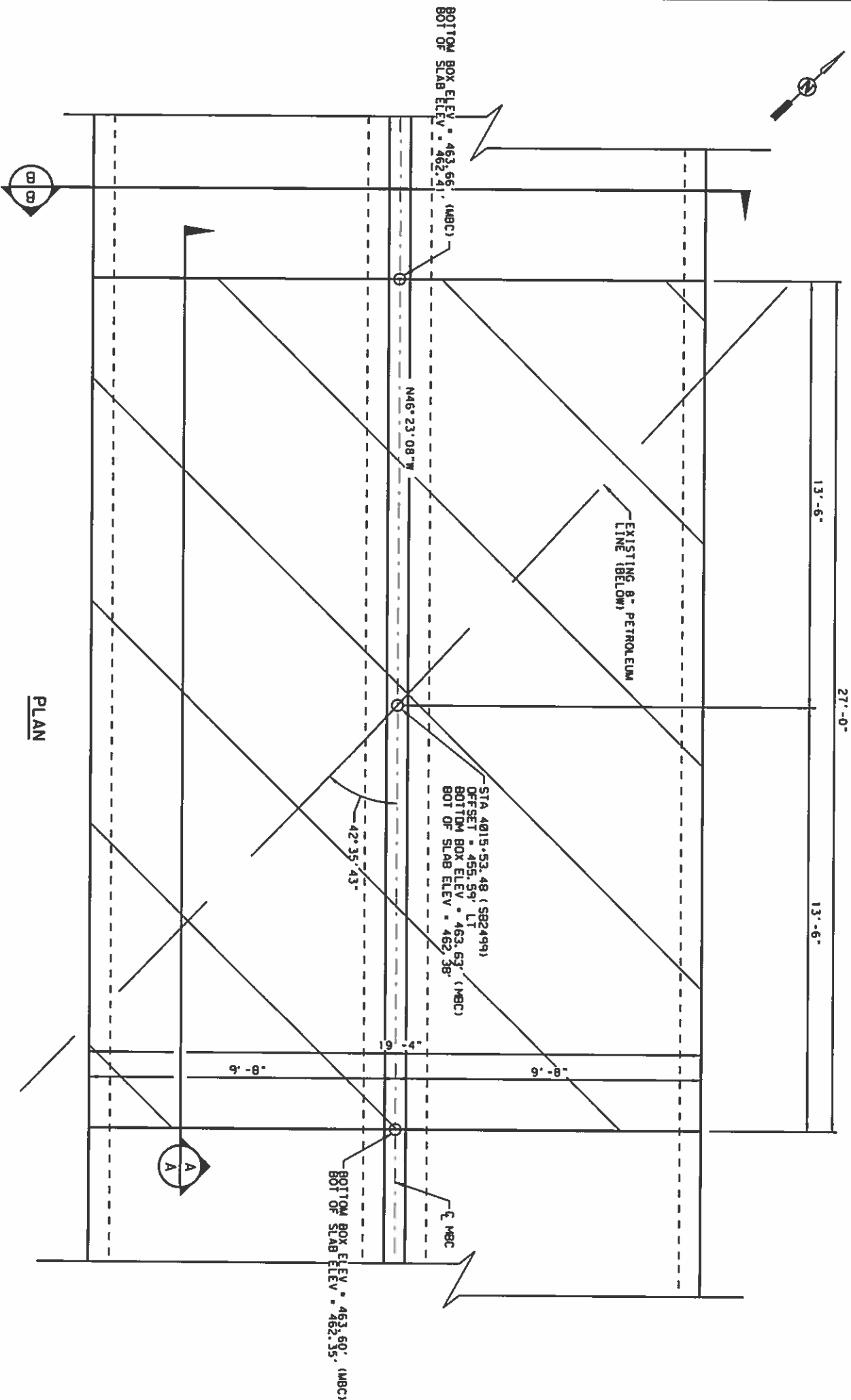
ALL REINFORCING STEEL SHALL BE GRADE 60.

ALL CONCRETE SHALL BE CLASS "C".

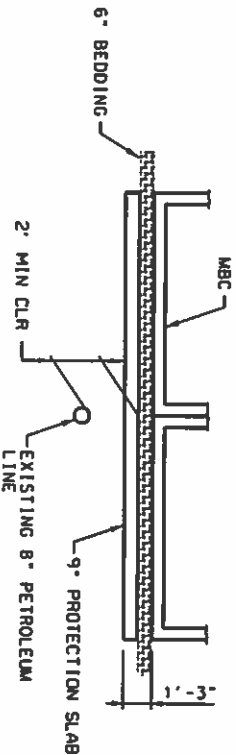
CLASS "C" CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,600 PSI.

EXCAVATE SO AS TO NOT DISTURB GAS PIPE. OVEREXCAVATION IS NOT PERMITTED. IF USE OF EXCAVATION MACHINERY ENCOUNTERS BOULDER REMOVAL THAT PARTIALLY LIES BELOW LEVEL OF BOTTOM ELEVATION OF SLAB, DISCONTINUE AND EXCAVATE BY HAND METHODS.

WARNINGEXPLORER'S HIGH-PRESSURE PETROLEUM PRODUCT PIPELINE, AT LEAST 48 HOURS BEFORE ANY CONSTRUCTION WITHIN 25 FEET OF EXPLORER'S PIPELINE, CONTACT EXPLORER PIPELINE AREA MANAGER, JOHN PATTERSON, 918-591-3162 (OFFICE), 214-532-7532 (CELL), 866-780-3598 (FAX).



PLAN



SECTION B-B

100% SUBMITTAL

This document is released for the purpose of 95% Review under the authority of:

ENGINEER: DION R. ALLCOCK

P.E. SERIAL NO.: 92529

DATE: 1/27/2017

DRAINAGE DETAILS				
PROTECTION SLAB DETAILS				
TOWN OF FLOWER MOUND, TEXAS				
NorthGate Constructors				
Arizona Builders' Association Inc. 5077 W. McDowell Avenue Suite 400 Phoenix, AZ 85034 Phone: 602-998-1234 Fax: 602-998-1235				
DESIGN	DRAWN	DATE	A.V.O.	FILENAME
PB	PB	1/27/2017	XXXX	83600005.dgn
				SHEET NO.
				DD05



TOWN COUNCIL AGENDA ITEM NO. 03

REGULAR ITEM

DATE: May 1, 2017

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Construction Agreement with Northstar Construction, LLC., for the Heritage Park Phase III project, in the amount of \$1,591,910.00 and selected bid options in the amount of \$222,800.00, for a total amount of \$1,814,710.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 17, 2017, bids were received and opened for the Heritage Park Phase III project. Northstar Construction, LLC, submitted the lowest qualified bid of the five responding bidders at a base bid of \$1,591,910.00, with bid options in the amount of \$222,800.00, for a total of \$1,814,710.00.

Heritage Park Phase III includes twenty-five additional parking spaces with associated parking lot lighting, clearing and grubbing, erosion restoration area, shade structures, irrigation and landscaping, 95' of 6' Trail, a splash pad, split rail fence, a premanufactured rest room and parking lot lighting. Bid options include a rustic pavilion and an allowance of \$25,000.00 for a sculpture to be determined.

BOARD REVIEW/CITIZEN FEEDBACK:

The Park, Arts and Library Services (PALS) board unanimously approved the Heritage Park of Flower Mound phasing plan to adjust from 5 phases to 4 phases on December 1, 2014. The Community Development Corporation (CDC) met on September 15, 2015 to recommend additional funding required to be able to build this project and approved it unanimously.

FISCAL IMPACT: \$1,814,710.00

Proposed Expenditure:	Account Number(s):
\$1,814,710	317-110-90707

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

LEGAL REVIEW: The Town's standard contract 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 Contract Agreement.

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement
3. Heritage Park Phasing Plan
4. Construction layout of the park

RECOMMENDATION: Move to approve the Construction Agreement with Northstar Construction, LLC., for the Heritage Park Phase III project, in the amount of \$1,591,910.00 and selected bid options in the amount of \$222,800.00, for a total not to exceed amount of \$1,814,710.00; and authorization for the Mayor to execute same on behalf of the Town.



**Town of Flower
Mound
Bid Tabulation**

Bid No: 2017-36 - Heritage Park Phase III

Bid Opening: February 17, 2017 at 11:00am

Company	Base Bid	Options	Total Bid
Cooper General Contractors	\$ 1,931,097.00	\$ 274,696.00	\$ 2,205,793.00
Fort Worth Civil Constructors, LLC	\$ 1,824,677.45	\$ 208,000.00	\$ 2,032,677.45
Northstar Construction, LLC	\$ 1,591,910.00	\$ 222,800.00	\$ 1,814,710.00
2L Construction, LLC	\$ 1,780,348.00	\$ 328,000.00	\$ 2,108,348.00
RoeschCo Construction	\$ 2,288,707.00	\$ 249,000.00	\$ 2,537,707.00
North Rock Construction, LLC	\$ 1,842,916.75	\$ 238,357.00	\$ 2,081,273.75
The Fain Group, Inc.	\$ 1,879,693.50	\$ 315,800.00	\$ 2,195,493.50

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

Certified By: Marquita Shamlin
Administrative Assistant
Town of Flower Mound, Texas

Date: February 22, 2017

TOWN OF FLOWER MOUND

**HERITAGE PARK OF FLOWER MOUND
PHASE III**

Bid # 2017-36

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 1st day of May, 2017, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Northstar Construction, LLC, a Limited Liability Company, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**HERITAGE PARK OF FLOWER MOUND - PHASE III
Bid #2017-36**

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million, Eight Hundred Fourteen Thousand, Seven Hundred Ten Dollars (\$1,814,710)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of one hundred fifty (150) calendar days, and final completion of one hundred eighty (180) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

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

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

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

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

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

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

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

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

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

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

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind

so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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

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

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

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

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

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

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

This Agreement will be effective on the 1st day of May, 2017.

TOWN OF FLOWER MOUND

CONTRACTOR

Thomas E. Hayden, MAYOR

(Signature)
(Printed Name)
(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

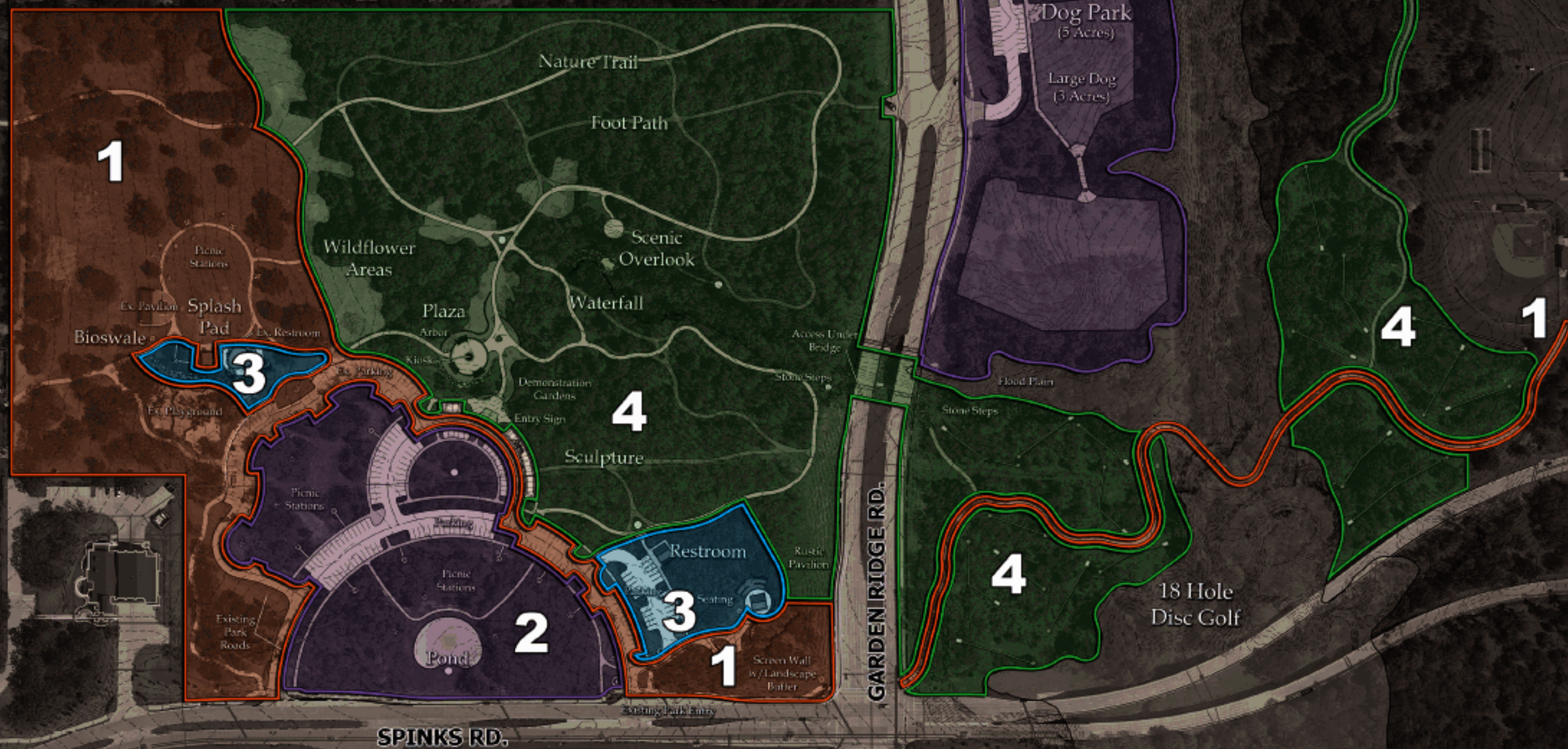
ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____

(Signature)
(Position)

PHASING SUMMARY

- PHASE 1 = PLAYGROUND/ PAVILION/ RESTROOM/ TRAIL/ PARKING
- PHASE 2 = DOG PARK/ SIDEWALK/ POND/ SCULPTURE/ PICNIC STATIONS/ PARKING
- PHASE 3 = BIO-SWALE/ SPLASH PAD/ RESTROOM/ SIDEWALK/ RUSTIC PAVILION/ PARKING
- PHASE 4 = NATURE TRAIL/ PLAZA/ WATERFALL / SCENIC OVERLOOK/ SCULPTURE/ 18 HOLE DISC GOLF COURSE/ TRAIL



The Heritage Park - Phasing Plan



Schricket, Rollins and Associates, Inc.
Landscape Architecture - Civil Engineering - Planning
1161 Corporate Drive West Suite 200
Arlington, Texas 76006
Phone: 817.649.3216
Metro: 817.640.8212
Fax: 817.649.7645

Electrical Engineer
YAGGI ENGINEERING, INC.
5840 W. I-20, Suite 270
Arlington, Texas 76017
(817) 483.2373 FAX (817) 483.4233

Structural Engineer
DON ILLINGWORTH AND ASSOC., INC.
2401 Ave. J, Suite 206
Arlington, Texas 76006
(817) 649-1544 FAX (817) 649-1545



11/30/2016

DATE: NOVEMBER 30, 2016

REVISED:

STATUS: BID SET

DESIGN BY: CW, JT, CS

DRAWN BY: MW

JOB NO. 5326

PROJECT NAME:
HERITAGE PARK of FLOWER MOUND -
PHASE III

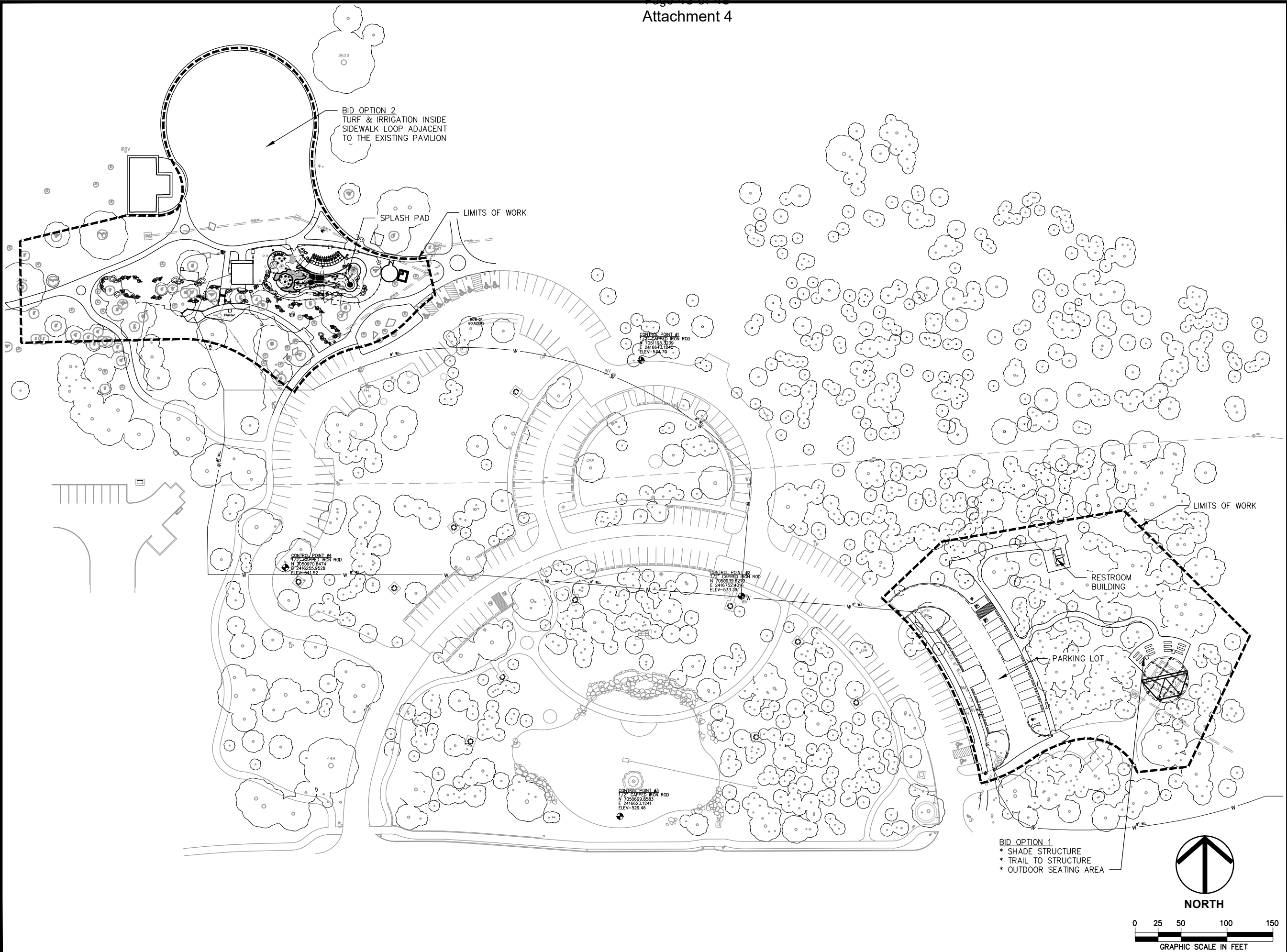
OVERALL SITE LAYOUT

BAR IS ONE INCH LONG ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

1"

SHEET NO.

L1.00



Town Council Future Agenda Items



SCHEDULED 5/15/2017 Presentation National Public Works Weeks (5/21/17- 5/27/17) - Proclamation

Consent Consider approval of the purchase of Horton C4500 Medic for the Fire and Emergency Services Department through the Texas Local Government Purchasing Cooperative Program; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., to provide traffic signal designs for the FM 2499 at College Parkway and the FM 2499 at Silveron projects, in the amount of \$28,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of a Professional Services Agreement with Professional Services Industries Inc. for construction testing of materials and methods for Heritage Park Phase III project, in the amount of not to exceed \$28,516.50; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of Change Order No. 5 in the amount of \$14,557.08 and final acceptance with Basic IDIQ Inc., for the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, authorization for final payment to Basic IDIQ Inc., in the amount of \$69,576.31; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of an ordinance abandoning certain unused Town Right of Way and execution of a partial release of said unused Town Right of Way to abutting property owner, CalAtlantic Homes of Texas, Inc., related to the construction of Town infrastructure associated with the Bradford Parks residential development; and authorization for the Mayor to execute all documents required for the same on behalf of the Town.

Consent Consider approval of the minutes from a regular meeting of the Town Council held on May 1, 2017.

Regular Consider approval of a Development Agreement with CalAtlantic Homes of Texas, Inc., for the construction of Town infrastructure associated with the Bradford Parks residential development; and authorization for the Mayor to execute same on behalf of the Town.

Regular Consider a request for a Site Plan (SP17-0004 - Flower Mound Town Hall) to develop a new Town Hall, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances. The property is generally located west of Morriss Road and south of Cross Timbers Road. (Planning and Zoning Commission recommended by a vote of to at its May 8, 2017, meeting.)

SCHEDULED	5/15/2017	Regular	Consider approval of an ordinance canvassing and declaring the results of a general election held May 6, 2017, for the purpose of electing the offices of Town Council Places 1, 3, for two year terms each, and Place 5 for a three year term, and providing an effective date.
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0001 - Lakeside Crossing) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (Planning and Zoning Commission recommended by a vote of to at its May 8, 2017, meeting.)
	6/5/2017	Consent	2016-2017 Playground Equipment Replacement - Oak Park.
		Consent	Consider approval of Professional Services Agreement with Stantec Consulting Services, Inc., for the traffic signal designs of US 377 at Canyon Falls Drive, and FM 407 at Browning - Reconstruction, in the amount of \$45,330.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Town Hall GMP
		Consent	2015 Street Reconstruction (Canterbury Lane & Superior Place)
		Consent	Yucca & Woodbine Reconstruction Amendment No.2.
		Consent	Consider approval of Change Order No. 5, in the increased amount of \$76,570.17, final acceptance of the Sagebrush Drive project, and authorization for final payment to CD Builders, Inc., in the amount of \$293,428.97; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2017.
		Consent	Consider approval of the minutes from a work session of the Town Council held on May 18, 2017.
	6/15/2017	Work Session	Presentation and discussion on the Town's floodplain standards
	6/19/2017	Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	FM 2499 & FM 3040 Water Line Crossing Change Order 2 and Final Acceptance.

SCHEDULED	6/19/2017	Consent	FM2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
		Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
		Consent	Shady Point Acres Water Main Replacement Construction Award.
		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	2015 Street Reconstruction (Canterbury Ln & Superior Pl) Testing Award.
		Consent	2016-17 Playground Replacement - Bluebonnet Park.
		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.
		Consent	2016-17 Playground Replacement - Spring Meadow Park.
		Consent	Pintail Pump Station Capacity Change Order 2 & Final Acceptance.
		Consent	Fire Station No. 6 Fencing & Landscaping.
		Consent	Consider approval of Amendment No. 5 to the Fiscal Year 2016-2017 Capital Improvement Program.
	7/17/2017	Consent	Wilkerson, Rheudasil, & Cortadera Parks Pond Dredging Construction Award.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	Shady Point Acres Water Main Replacement Testing Award.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	8/7/2017	Consent	Consider proposing a maximum tax rate of \$0.____ per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and scheduling August 21, 2017, public hearings on the budget and tax rate, September 5, 2017, public hearing on the tax rate, and scheduling the September 18, 2017, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

SCHEDULED	8/7/2017	Consent	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
		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	FM1171 @ FM2499 Easebound Right Turn Lane Testing Award.
		Consent	Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2017, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
	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 to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound 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.
	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 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.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Bakers Branch Design Award.
		Consent	Heritage Park Phase IV Testing Award.
		Consent	Heritage Park Phase IV Construction Award.
		Consent	Fire Station #7 Design Award.