

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

MAY 15, 2017

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

6:00 P.M.

NOTE: At 5:00 p.m. a public reception will be held in the Town Hall lobby for the outgoing and newly elected council members.

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. RECOGNITION OF AND ANNOUNCEMENT FROM OUTGOING COUNCILMEMBER

E. CANVASS GENERAL ELECTION AND OATHS OF OFFICE FOR NEWLY AND RE-ELECTED OFFICIALS

1. 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.

- a. Administer Oaths of Office and issue Certificates of Election.

F. 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 to discuss matters relating to personnel as follows:

- a. Discuss and consider election of Mayor Pro Tem and Deputy Mayor Pro Tem.

G. RECOGNITION OF AND ANNOUNCEMENTS FROM NEWLY AND RE-ELECTED COUNCILMEMBERS

H. PRESENTATIONS

1. Recognition of Robotics Team World Champions
2. Proclamation for National Police Week
3. Proclamation for National Public Works Week

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I. 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.

J. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

K. TOWN ATTORNEY REPORT

1. Discuss term lengths and limits for the Mayor and Councilmember positions, as well as eligibility to run in future elections in accordance with the Section 3.01 & 3.02 of the Town Charter.

L. TOWN MANAGER REPORT

Update and discussion on:

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

M. 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).

N. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

1. The next Town Council regular meeting will be held on June 5th.

O. CONSENT ITEMS

1. **Signal Design College & Silveron** - 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.
2. **Heritage Park Ph3 Testing Award** - 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.

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3. **Western O&M Facility Final Acceptance** - 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.
4. **Atmos Rate Settlement** - Consider approval of an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2017 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if federal income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopted a savings clause; declaring an effective date; and requiring delivery of this ordinance to the Company and the ACSC's legal counsel.
5. **Farm Lease** - Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.

P. REGULAR ITEMS

6. **Minutes 5/1** - Consider approval of the minutes from a regular meeting of the Town Council held on May 1, 2017.
7. **ACMS Agreement** - Consider approval of an agreement with All City Management Services (ACMS), and authorization for the Mayor to execute same on behalf of the Town.
8. **MISC-Lakeside Tower** - Consider approval of a request (MISC17-0005) for a variance to Section 34-182(b)(5), entitled "Construction work," of the Code of Ordinances to allow extended hours for construction of the Lakeside Tower development.
9. **Bradford Park Development Agreement** - 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.
10. **Waketon Rd ROW Abandonment** - 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.

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Q. 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**.

R. 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, and 551.072, to discuss matters relating to personnel, economic development negotiations, real property, 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.

S. 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: May 11, 2017, at 3:20 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. E1

REGULAR ITEM

DATE: May 15, 2017

FROM: Theresa Scott, Town Secretary

ITEM: 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.

BACKGROUND INFORMATION: A General Election was held on May 6, 2017, with voters casting ballots on Election Day and during early voting. The Town Charter (Sec. 5.07) and Texas Election Code (Sec. 67.003) requires canvassing the results after the election (Sec. 67.003).

The official results from Denton/Tarrant County were not available at the time of the agenda packet posting; however, are anticipated to be received prior to the meeting date and start time and will be presented then. In the event the report is still unavailable on Monday, May 15th, a Special Meeting of the Town Council is expected to take place on May 17, 2017, solely for the purpose of canvassing the election in accordance with state law.

The results are considered official after the election canvass.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

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

ATTACHMENTS:

1. Draft ordinance
2. Unofficial Results – Denton County (unavailable at the time of agenda packet posting)
3. Unofficial Results – Tarrant County (available but will be presented at the same time with Denton County)

RECOMMENDATION: Move to approve 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.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: May 15, 2017

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: 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.

BACKGROUND INFORMATION: The intersection of FM 2499 (Long Prairie Road) at College Parkway has met traffic signal warrants and has received authorization from the Texas Department of Transportation (TxDOT). This location was also identified on the Traffic Impact Analysis for the Hawks Hill/Highland Court Development as a location that will require a traffic signal.

The intersection of FM 2499 (Long Prairie Road) and Silveron Boulevard/Lakeside Village Road is a location identified in the Lakeside DFW Traffic Impact Analysis that will ultimately need to be signalized. Traffic counts at this location were delayed due to the TxDOT panel replacements on FM 2499. The request for authorization has not been requested as the warrant study is just now underway. It is anticipated that this location will meet warrants for a traffic signal and receive authorization. If this location does not meet warrants, the professional services agreement is written so that this location can be removed from the design.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$28,000.00

Proposed Expenditure:	Account Number(s):
\$14,000.00	550-117-77062 at College
\$14,000.00	550-117-20170 at Silveron

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

DRAFT MOTION: Move to approve 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 authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY HORN AND ASSOCIATES, INC.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Kimley Horn and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 801 Cherry Street, Suite 950, Fort Worth, TX 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the FM 2499 at College Parkway and FM 2499 at Silveron/Lakeside Village Traffic Signal Design project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the FM 2499 at College and FM 2499 at Silveron/Lakeside Village Traffic Signal Design project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty Eight Thousand and No/100 Dollars (\$28,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 Telephone

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX.
Notice Information

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

Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 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:

Scott R. Arnold, P.E., PTOE, RAS
Kimley Horn and Associates, Inc.
801 Cherry St. Suite 950
Fort Worth, Texas 76102
817-339-2247 Telephone

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

XX.

Applicable Law

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

XX. Non-Discrimination

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

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

XXI. Arbitration

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

XXII. No Waiver of Governmental Immunity

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

XX. Severability

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

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

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

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

XXVI.
No Third Party Beneficiary

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

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Kimley Horn and Associates, Inc.

By: Scott R. Arnold
Name: Scott R. Arnold
Title: Assistant Secretary

Date Signed: April 26, 2017

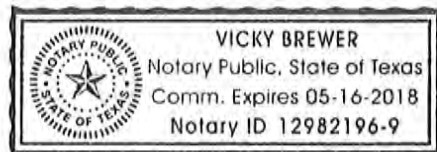
State of Texas §
 §
County of TARRANT §

This instrument was acknowledged before me on the 26 day of April, 2017, by SCOTT R. ARNOLD in his capacity as ASSISTANT SECRETARY of KIMLEY HORN AND ASSOCIATES, INC., a PRIVATE 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 KIMLEY HORN AND ASSOCIATES, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF April, 2017.

Vicky Brewer
Notary Public, State of Texas

My Commission Expires:
5/16/2018



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: FM 2499 at College Parkway and FM 2499 at Silveron Boulevard/Lakeside Village Boulevard Traffic Signal Designs

PROJECT UNDERSTANDING

The Town of Flower Mound plans to install two (2) permanent traffic signals along FM 2499 at the intersections of College Parkway and Silveron Boulevard/Lakeside Village Boulevard. The Town wishes to proceed with the design of the signal at Silveron Boulevard/Lakeside Village Boulevard assuming the intersection will meet traffic signal warrants. The following scope of services includes the preparation of plans, specifications, quantities, and estimate for the construction of this traffic signal.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: KICK-OFF MEETING

- A. At the outset of the project, the Consultant will prepare for and attend one (1) kick-off meeting to discuss the Client's project requirements and special design or coordination needs.

TASK 2: TOPOGRAPHIC SURVEY

- A. The Consultant will perform a field survey at the College Parkway intersection only to collect horizontal and vertical elevations and other information needed by the Consultant in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.
- B. The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400.

- The following information about each Control Point:
 - o Identified (Existing. Town Monument #XXX, PK Nail, 5/8" Iron Rod).
 - o X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on Town Datum only.
 - o Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of FM 1171 at the East end of radius at the Southeast corner of FM 1171 and Forums Drive).
- Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, etc., in the same coordinate system, as the Control.
- No less than two horizontal bench marks, per line or location.
- Bearings given on all proposed centerlines, or baselines.
- Station equations relating utilities to paving, when appropriate.

Deliverable: Copies of field survey data and notes signed and sealed by a licensed surveyor, drawing of the project layout with dimensions and coordinate list.

TASK 3: BASE MAP ASSEMBLY

This task will include performing work associated with preparing the base map in CAD for the College Parkway intersection. The base map for Silveron Boulevard/Lakeside Village Boulevard was completed under a prior agreement.

- A. The Consultant will assemble design standards and specifications (in electronic format) from the Client and/or TxDOT.
- B. The Consultant will gather existing record drawings and file information of the project intersections from Client files, including the existing Town Engineering Division record or construction roadway and traffic signalization plans, right-of-way information, and utility maps.
- C. The Consultant will gather necessary civil engineering design documents for the proposed driveway from the Town. These documents shall be provided in AutoCAD electronic format if available.
- D. The Consultant will meet with the Client's representative at the project intersection for the site investigation. The Consultant will perform a field reconnaissance of the intersection to determine existing pavement widths, lane configurations, traffic control devices, and above ground utility locations. The Consultant will also identify potential traffic signal pole locations, power source, and controller cabinet location. Prior to the field visit, the Consultant will contact Texas 811 and the Client to locate existing underground utilities.

- E. The Consultant will prepare a base map of existing geometrics, apparent or known utilities, and traffic control devices from record drawings and topographic survey collected during Task 2.

Deliverable: None

TASK 4: PRELIMINARY PLANS, CONTRACT DOCUMENTS, SPECIFICATIONS, AND QUANTITIES

This task will include the preliminary design for the traffic signal, preliminary specification list, quantities, contract documents, and engineer's opinion of probable construction cost (OPCC).

- A. Following the meeting described in Task 1.A, the Consultant will furnish the Client a preliminary traffic signal layout sheet showing the signal pole locations and dimensions of said signal poles, proposed service location, proposed controller cabinet location, and conduit runs.
- B. The Consultant will incorporate Client review comments and prepare the preliminary traffic signal design plan set for the project intersections. The basic design parameters will be based on discussions with the Client. The Consultant anticipates this submittal will include a cover sheet, sheet index, general notes, traffic signal layout, signal phasing, summary charts, signs and markings layout (removals and installations), modified sidewalk and ADA ramp layouts (if needed), modified TxDOT standard detail sheets, and a list of applicable Client/TxDOT standard detail sheets for each traffic signal.
- C. The Consultant will prepare the separate contract documents for each traffic signal which will include any required technical specifications. The Client will provide the latest approved front end documents to the Consultant.
- D. The Consultant will prepare and submit a preliminary engineer's OPCC for each traffic signal.

Deliverables:

Preliminary Plans.

- One (1) electronic copy of each preliminary plan set.
- Three (3) 11" x 17" copies of the preliminary plans described in Task 4.B.

List of Quantities. One (1) electronic copy for each traffic signal.

Preliminary Engineer's OPCC. One (1) electronic copy for each traffic signal.

Contract Documents. One (1) electronic copy for each traffic signal.

TASK 5: FINAL PLANS

Following the receipt of preliminary plan comments from the Client, the Consultant will incorporate comments and produce the final plans, specifications, quantities, contract documents, and engineer's OPCC for each traffic signal and submit these to the Client. The Consultant will incorporate Client review comments (if any).

Deliverables:

Final Plans. One (1) set of reproducible 11" x 17" originals and up to ten (10) hard copies for each traffic signal.

List of Quantities. One (1) set of reproducible 8-1/2" x 11" originals and one (1) electronic copy for each traffic signal.

Final Engineer's OPCC. One (1) electronic copy for each traffic signal.

Final Contract Documents. One (1) electronic copy and up to ten (10) hard copies for each traffic signal.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates.

Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing additional printing for bidding document distribution.
- Providing professional services associated with the construction phase of the project.
- Attending the Bid Opening
- Attending the Pre-construction Meeting

- Preparing a Bid Tabulation or Recommendation Letter
- Reviewing Contractor's References
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

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

TASK 1 – Kick-off Meeting	\$1,000
TASK 2 – Topographic Survey	\$4,000
TASK 3 – Base Map Assembly	\$3,000
TASK 4 – Preliminary Plans, Specifications, Quantities, and Contract Documents	\$14,000
TASK 5 – Final Plans	\$6,000
<u>TOTAL</u>	<u>\$28,000</u>

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

ATTACHMENT C

TIME OF COMPLETION

We are prepared to begin our services immediately upon authorization. Upon receipt of a notice to proceed we anticipate the following (exclusive of Client review time):

Calendar Days

Tasks 1 through 4

60 Days

Task 5

10 Days



TOWN COUNCIL AGENDA ITEM NO. 2

REGULAR ITEM

DATE: May 15, 2017

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement with Professional Services Industries Inc., for construction testing of materials for the Heritage Park Phase III project, in the not to exceed amount of \$28,516.50; 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 seven responding bidders, at a base bid of \$1,591,910.00, with bid options totaling \$222,800.00, for a grand total of \$1,814,710.00. The project includes construction of 25 additional parking spaces with associated parking lot lighting, Clearing and Grubbing, Erosion Restoration Area, Shade Structures, Irrigation and Landscaping, 95-feet of 6-foot wide Trail, a Water Park Splash Pad, Split Rail Fence, a Premanufactured Rest Room and Parking Lot Lighting. The bid option provides for the Rustic Pavilion and an allowance for a sculpture yet 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 from 5 phases to 4 phases. Town Council approved this on December 1, 2014.

FISCAL IMPACT: \$28,516.50

Proposed Expenditure:	Account Number(s):
\$28,516.50	317-110-90707

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve a Professional Services Agreement with Professional Services Industries Inc., for construction testing of materials for the Heritage Park Phase III project, in the not to exceed amount of \$28,516.50; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH

Professional Service Industries, Inc.

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and, Professional Service Industries, Inc. ("hereinafter referred to as "CONSULTANT") whose address is 310 Regal Row, Suite 500 Dallas, Texas 75247

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Heritage Park Phase III; 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 ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT 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 Heritage Park Phase III Construction Materials Engineering and Testing 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 Twenty Eight Thousand Five Hundred Sixteen and 50/100 Dollars (\$28,516.50). 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 combined with a flat fee for specific tests performed in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, 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:

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 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, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

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:

David Bauer
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:

Ronnie Yeoman, CET
7550 Sand Street
Fort Worth, TX 76118
214 330-9211 Telephone
214 498-5989 Cell

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.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual

relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Professional Service Industries, Inc.

By: Ronnie Yeoman
Name: Ronnie Yeoman, CET
Title: Branch Manager
Date Signed: 4-26-17

State of Texas §
County of Tarrant §

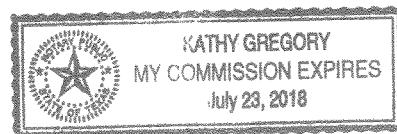
This instrument was acknowledged before me on the 26 day of April, 2017, by Ronnie Yeoman in his capacity as Branch Mgr of Professional Svc. Ind., Inc. a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Professional Svc. Ind., Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26
DAY OF April, 2017.

Kathy Gregory
Notary Public, State of Texas

My Commission Expires:

7-23-18





April 21, 2016

Attachment A

Town of Flower Mound
CIP/Construction Plan Management
2121 Cross Timbers Road
Flower Mound, Texas 75028

Attn: Mr. David Bauer
Email: david.bauer@flower-mound.com
Phone: 972-874-6308

Re: Construction Materials Testing and Observation Proposal
Heritage Park, Phase III
Spinks Rd at Garden Ridge Blvd
Flower Mound, Texas
PSI Proposal No.: 0337-206956

Dear Mr. Bauer;

Professional Service Industries, Inc. (PSI) is pleased to have been selected on the basis of qualifications in accordance with the Professional Services Procurement Act, Article 2254.004 of the Texas Government Code to provide Construction Materials Testing and Observation Services on the project referenced above. In accordance with that act, we are now submitting our proposed estimate and fee schedule as the second step of the negotiation phase of the contracting process.

PSI has the technical capabilities, personnel and equipment resources, and local expertise to provide you with superior testing and observation services. We are consistently ranked by Engineering News Record magazine as one of the nation's largest consulting engineering firms and PSI is considered the leading firm of our type in the engineering and construction industry. PSI has licensed, registered, and certified professionals, and offers the comfort of using one of America's largest and respected engineering companies.

PSI proposes to provide experienced, technical personnel to perform testing services as requested in general accordance with sections of the project specifications as referenced in our "Proposal Assumptions and Basis for Estimate" section of this proposal. In accordance with our assumptions, we have prepared a budget estimate. However, we propose to accomplish the work on a unit fee basis in accordance with the unit rates provided herein. PSI's fees will be determined by the actual amount of technical time expended on the project and the amount of laboratory testing performed. Services are for the typical Quality Control Services and do not include "Special Inspections". Special Inspection Services may be provided for the owner or the owner's representative. However, the Building Code specifically excludes the performance of Special Inspections as an agent for the contractor.

CONSULTANT shall perform such services as are necessary to provide the Heritage Park Phase III Construction Materials Engineering and Testing 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.

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

Please note that the fees for our services are directly related to the contractor's schedule, the quantity of service requests, the quantity and frequency of failed tests / retests, construction delays and other issues outside the control of PSI. We will work with your firm in order to control the budget for our services; however invoices will be based on the actual services rendered.

Construction Hive™ is the primary report distribution platform used by PSI to provide a better experience to our clients. You will have 24 hour access to your reports on this website from any internet enabled device with a web browser. Construction Hive™ has powerful report viewing, retrieval and searching capabilities that allow you to find the information you are looking for faster and with greater ease. An hourly administrative fee may be assessed for other forms and methods of report delivery.

This proposal includes our services to observe, test and report on the construction activities listed below. Please note that our services will be performed on an intermittent, call-out, as requested basis. This proposal does not include full time (continuous) on-site observation services. Scheduling will be the responsibility of our client's designated representative. Requests for services must be coordinated prior to the close of the business day preceding the requested activity. A project manager fee may be assessed to accommodate requests without adequate notice.

We will commence work upon receipt of a fully executed copy of this proposal. Please be sure to fill out the attached Project Data Sheet for timely distribution of reports.

We look forward to providing our services during construction of the above referenced project. Please do not hesitate to contact our office with any questions or concerns.

Respectfully submitted,

Professional Service Industries, Inc.



Evan Wammack, E.I.T.
Branch Manager
Construction Services



Bryan M. Sy, P.E.
Principal Consultant
Construction Services

Attachments: Anticipated Construction Materials Testing Services
 Proposal Assumptions and Basis for Estimate
 PSI General Notes
 Project Data Sheet
 PSI General Conditions



Proposal Acceptance	
Date:	Agreed to this _____ day of _____, 2017
Signature:	
Printed Name:	
Title:	
Firm:	

Attachment "B"

Anticipated Construction Materials Testing Services***Project: Heritage Park, Phase III - Flower Mound, Texas***

	Unit	Quantity	Unit Rate	Item Total
Earthwork Testing and Observation				
Building Pads/Wet Play Tank Preparation				
Soils Engineering Technician (In-place Density Testing)	Per Hour	57	\$45.00	\$2,565.00
Soils Engineering Technician (Overtime Hours)	Per Hour	10	\$67.50	\$675.00
Laboratory Moisture Density Relationship (Standard)	Each	4	\$165.00	\$660.00
Atterberg Limit Determination	Each	4	\$60.00	\$240.00
Percent Passing No. 200 Sieve	Each	4	\$48.00	\$192.00
Bulk Sample Preparation	Each	4	\$52.00	\$208.00
Soils Engineering Technician (Sample Pick-up)	Per Hour	4	\$45.00	\$180.00
Equipment Charge	Per Trip	9	\$50.00	\$450.00
Transportation Charge	Per Trip	8	\$50.00	\$400.00
Management Services for Supervision and Report Review	Per Hour	10.90	\$95.00	\$1,035.50
Sub-Total				\$6,605.50
Paving Subgrade Preparation				
Soils Engineering Technician (In-place Density Testing)	Per Hour	16	\$45.00	\$720.00
Laboratory Lime Series	Each	1	\$285.00	\$285.00
Lime Stabilized Moisture Density Relationship (Standard)	Each	1	\$165.00	\$165.00
Atterberg Limit Determination	Each	1	\$60.00	\$60.00
Bulk Sample Preparation	Each	1	\$52.00	\$52.00
Equipment Charge	Per Trip	4	\$50.00	\$200.00
Transportation Charge	Per Trip	4	\$50.00	\$200.00
Management Services for Supervision and Report Review	Per Hour	3.50	\$95.00	\$332.50
Sub-Total				\$2,014.50
Utility Trench Backfill				
Soils Engineering Technician (In-place Density Testing)	Per Hour	21	\$45.00	\$945.00
Equipment Charge	Per Trip	5	\$50.00	\$250.00
Transportation Charge	Per Trip	5	\$50.00	\$250.00
Management Services for Supervision and Report Review	Per Hour	2.70	\$95.00	\$256.50
Sub-Total				\$1,701.50
Earthwork Testing and Observation Estimate				\$10,321.50
Drilled Pier Installation Observation				
Drilled Shaft Pier Observation				
Senior Engineering Technician	Per Hour	10	\$48.00	\$480.00
Senior Engineering Technician (Overtime Hours)	Per Hour	5	\$72.00	\$360.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	10	\$16.00	\$160.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	4	\$42.00	\$168.00
Equipment Charge	Per Trip	1	\$50.00	\$50.00
Transportation Charge	Per Trip	3	\$50.00	\$150.00
Management Services for Supervision and Report Review	Per Hour	2.60	\$95.00	\$247.00
Sub-Total				\$1,615.00
Drilled Pier Installation Observation Estimate				\$1,615.00



Concrete Testing and Observation**Structural Concrete**

Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	36	\$42.00	\$1,512.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	45	\$16.00	\$720.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	31	\$42.00	\$1,302.00
Equipment Charge	Per Trip	9	\$50.00	\$450.00
Transportation Charge	Per Trip	17	\$50.00	\$850.00
Management Services for Supervision and Report Review	Per Hour	9.20	\$95.00	\$874.00
Sub-Total				\$5,708.00

Concrete Paving/Flatwork/Splash Pad

Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	34	\$42.00	\$1,428.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	45	\$16.00	\$720.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	21	\$42.00	\$882.00
Equipment Charge	Per Trip	7	\$50.00	\$350.00
Transportation Charge	Per Trip	12	\$50.00	\$600.00
Management Services for Supervision and Report Review	Per Hour	7.40	\$95.00	\$703.00
Sub-Total				\$4,683.00

Miscellaneous Concrete

Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	16	\$42.00	\$672.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	20	\$16.00	\$320.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	16	\$42.00	\$672.00
Equipment Charge	Per Trip	4	\$50.00	\$200.00
Transportation Charge	Per Trip	8	\$50.00	\$400.00
Management Services for Supervision and Report Review	Per Hour	4.20	\$95.00	\$399.00
Sub-Total				\$2,663.00

Concrete Testing and Observation Estimate**\$13,054.00****Masonry Testing and Observation****Masonry Testing and Observation**

Senior Engineering Technician (Grout and Mortar Sampling and Testing)	Per Hour	5	\$48.00	\$240.00
Masonry Cubes (2in x 2in x 2in Cubes)	Each	8	\$18.00	\$144.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	5	\$42.00	\$210.00
Equipment Charge	Per Trip	1	\$50.00	\$50.00
Transportation Charge	Per Trip	3	\$50.00	\$150.00
Management Services for Supervision and Report Review	Per Hour	1.60	\$95.00	\$152.00
Sub-Total				\$946.00

Masonry Testing and Observation Estimate**\$946.00****Structural Steel Observation****Structural Steel Observation**

Structural Steel Technician (CWI)	Per Hour	10	\$85.00	\$850.00
Transportation Charge	Per Trip	2	\$50.00	\$100.00
Management Services for Supervision and Report Review	Per Hour	2.00	\$95.00	\$190.00
Sub-Total				\$1,140.00

Structural Steel Observation Estimate**\$1,140.00**

Engineering & Technical Services**Professional Engineering Services**

Professional Engineer (Consults & Letters)	Per Hour	5	\$160.00	\$800.00
Project Manager (Attend Pre-construction Meeting)	Per Hour	5	\$75.00	\$375.00
Project Setup Fee	Each	1	\$265.00	\$265.00
Sub-Total				\$1,440.00

Engineering & Technical Services Estimate**\$1,440.00****Construction Materials Testing and Observation Estimated Total****\$28,516.50**

30% Contingency added per client request.



Proposal Assumptions and Basis for Estimate	
Construction Documents	1. PSI did have a set of design drawings during preparation of this estimate. 2. PSI did have a set of project specifications during preparation of this estimate. 3. Documents provided to PSI: Project Specifications: dated January 2017, Civil drawings dated 11/30/2016, Structural drawings dated 11/30/2016, Project Geotechnical Report dated 08/09/2010. 4. PSI did not have a detailed construction schedule during preparation of this estimate.
Earthwork	1. We understand that the building pads preparation will require 9 feet of moisture conditioned existing soils with 1 feet of non-expansive fill between the slab and the moisture conditioned soils. 2. In-place moisture density gauge testing for structural areas estimated at 1 test per lift per 2,500 sqft, 3. In-place moisture density gauge testing for utilities estimated at 1 test per 150 LF per 1 foot lift. 4. In-place moisture density gauge testing for paving areas estimated at 1 test per lift per 5,000 sqft.
Pier Observation	1. We understand that the building foundation will consist of drilled straight shaft piers. 2. Assumed 6 drilled piers will be installed per day. 3. Assumed 1 drill rig will be installing the pier foundations per day.
Post-Tensioned Slab	1. Not Included.
Concrete	1. Assumed concrete placement rate at 50 cubic yards per hour. 2. Assumed to cast 1 set of 5, 4 inch by 8 inch concrete test cylinders for every 50 cubic yards of structural concrete or daily fraction thereof and/or for every 100 cubic yards of pavement concrete or fraction thereof.
Masonry	1. Assumed 1 set of 6 mortar, 2 inch by 2 inch cubes per 2,000 sqft. of masonry wall, or per visit. 2. Sampling and testing of Masonry Composite Prisms is not included in this estimate.
Asphalt	1. Not Included.
Structural Steel	1. Perform visual observation on the structural steel framing in general accordance with the Project Specifications for weld or bolted connections. 2. Nondestructive Examination of welded connections is not included in this estimate. However, we can prepare an estimate if this service is requested. 3. The Structural Steel observations quoted herein do not include the cost of conducting observations at the fabrication shop.
Fire Proofing	1. Not Included.
Roofing	1. Not Included.

Project Data Sheet
Construction Materials Testing and Observation Services

Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>	<u>Email Address</u>		
Invoice Requirements			
Your Purchase Order No.:			
<u>Billing Address</u>	<u>Mailing Address (if different)</u>		
Attn:		Attn:	

Report Distribution:

PSI will deliver reports electronically to the client and others listed on the above distribution list. Reports will be posted on a password protected, secure website (Construction Hive) only available to those on the distribution list. An hourly administrative fee may be assessed for hardcopy mailing and other forms and methods of report delivery.





TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: May 15, 2017

FROM: David Bauer, Construction Manager

ITEM: 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.

BACKGROUND INFORMATION: The Western O&M facility and Temporary Fire Station No. 6 is complete and operational. Change Order No. 5 includes fire alarm interface hardware, exterior signage, shower heads that meet ADA standards, lavatory sink changes, painting of the bay doors and accent walls as requested by the Fire Department, additional millwork and a pressure reducing valve required by building inspections. Final payment consists of \$14,557.08 for Change Order No. 5, \$13,217.18 for work completed, and \$41,802.05 of retainage, for a final payment of \$69,576.31, and a final contract value of \$863,815.27.

FISCAL IMPACT: \$69,576.31

Proposed Expenditure:	Account Number(s):
\$55,019.23 -Retainage and Work Completed	505-111-98130
\$14,557.08 –Change Order No. 5	630-960-98130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No.5
2. Final Contract Estimate for Payment
3. Consent of Surety
4. Affidavit of Bills Paid

RECOMMENDATION: Move to approve 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, authorize final payment to Basic IDIQ Inc., in the amount of \$69,576.31; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER

Effective Date: The Date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: BASIC IDIO
2500 Gravel Drive
Fort Worth, TX 76118

Project: Western O&M Facility and Temporary Fire Station #8

CHANGE ORDER NO. 5

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

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

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO5-A	Additional painting, sink and shower modifications, additional millwork and pressure reducing valve	Add	1	LS	\$14,557.08	\$14,557.08
SUBTOTAL						\$14,557.08
Original Contract Price						\$771,398.40
Change Order No. 1						\$35,526.32
Change Order No. 2						\$14,955.83
Change Order No. 3						\$14,125.50
Change Order No. 4						\$13,252.14
Change Order No. 5						\$14,557.08
Revised Contract Price						\$863,815.27

JUSTIFICATION

CO5-A Provides for additional millwork, painting, showers and sinks modifications and pressure reducing valve.

Original Substantial Completion Days
Change Order No. 1 Additional Days
Change Order No. 2 Additional Days
Change Order No. 3 Additional Days
Change Order No. 4 Additional Days
Change Order No. 5 Additional Days
Revised Substantial Completion Days

160
0
0
0
37
23
220

Original Final Completion Days
Change Order No. 1 Additional Days
Change Order No. 2 Additional Days
Change Order No. 3 Additional Days
Change Order No. 4 Additional Days
Change Order No. 5 Additional Days
Revised Final Completion Days

190
0
0
0
37
23
250

Recommended for Approval David Bauer
Construction Manager

Date

Contractor

Date

AREA MANAGER
Contractor Title

Approved Thomas E. Hayden
Mayor

Date

2500 Gravel Dr.
Fort Worth TX 76118

888 402-4347

BASIC IDIQ Inc.



COVER PAGE

1/30/2017

ATTN: David Bauer

Here is the REVISED resubmittal of Change Order #5 attached

Thank You



L. Paul Howie

REV 1/30/2017



January 30, 2017

Mr. David Bauer
Construction Manager
Town of Flower Mound
CIP Engineering/Public Works
2121 Cross Timbers Rd
Flower Mound, TX 75028

Subject: **Request for REV Change Order #5 - Bay Doors/Accent Walls Painted,
Lavatory Sinks, Electrical for Heaters, Fire Alarm adds, Exterior Signage,
Shower Heads, PRV and Water Heater Adds, Laminate at microwave venta-
a-hood & Extension of Days
Town of Flower Mound - Western O&M Facility**

Dear Sir:

Basic IDIQ, Inc. (BI) is proposing a request for the additional work requested for the following:

Power for heaters to be installed by others Lavatory Sink changes from the original on plans (approved by Architect), and Painting of the Bay Doors and Accent Walls. The Change Order also provides for added days requested for the changes listed and the CoServ delay for electrical in the total amount of 23. Attached is the following for your review and approval:

- Cost Summary and Unit Cost
- Scope of Work
- Subcontractor Proposal/Quotes
- Added Days Provisions (as described)

We thank you for the opportunity to offer this request for REV Change Order # 5 as defined in the above information. Should you have any questions, or need further information, please feel free to contact us.

Respectfully,

A handwritten signature in blue ink, appearing to read 'P. Howie', is written over a light blue circular stamp.

Paul Howie
DFW Area Manager

C O #5 Final Adds -Paint Adds,
 Electrical Adds,
 Lavatory ADA Shower heads,
 Fire Alarm Adds, PRV Water
 Heater Adds, and Extension days

COST SUMMARY

1/30/17

Means Based Pricing (Modified by City Cost Index)	\$	19,354.94
Deduct for credit (Concrete Slab Finish)	\$	(2,887.65)
Adjusted Means Based Pricing (Modified by City Cost Index)	\$	16,467.29
Bid Coefficient (Means Based Pricing Only)	85.0%	\$ (2,470.09)
Subtotal	\$	13,997.20

Non Pre-Priced Items (Below-Listed Items Not Addressed W/I RS Means)

	\$	-
	\$	-
	<u>\$</u>	<u>-</u>
	\$	-
Overhead	\$	-
Profit	\$	-
Subtotal	\$	-

Total \$ 13,997.20

HCDE

Project Size	0.0%	\$	-
Distance	0.0%	\$	-
Time of Performance	0.0%	\$	-
Annual Volume	0.0%	\$	-
Utilization of Prevailing Wage Scales	0.0%	\$	-

Permitting Fees (Allowance/Pass Through)

	\$	-
Subtotal	\$	-

Adjusted Total \$ 13,997.20

Payment and Performance Bonds

4.00%	\$	559.89
-------	----	--------

Final Total \$ 14,557.08

COST SUMMARY

1/30/17

C O #5 Final Addds -Paint Addds,
Electrical Addds,
Lavatory ADA Shower heads,
Fire Alarm Addds, PRV Water
Heater Addds, and Extension days

Qty	CSI Number	Description	Unit	Bare Mat.	Bare Labor	Total	Total Incl. O&P	Note
0.000	09 91 1360 8300	Paints & coatings, siding, exterior, for work over 12' h, from swing staging, add	S.F.		35.0%			Color Changes Paint
1.000	26 25 1340 3100	Bus duct, copper, 3 pole 4 wire, elbow, 225 amp	Ea.	1,525.00	144.00	1,669.00	1,900.00	Electrical Addds
1.000	28 31 2350 4050	Detection system, fire alarm control panel, actuating device, excluding wires & conduits	Ea.	340.00	44.00	384.00	445.00	Fire System addds
1.000	28 31 2350 5620	Detection system, visual alarm, ADA type, excluding wires & conduits	Ea.	104.00	52.50	156.50	196.00	Fire System addds
1.000	28 31 2350 7800	Detection system, remote annunciator, 8 zone lamp, excluding wires & conduits	Ea.	213.00	196.00	409.00	540.00	Fire System addds
2.000	10 14 1910 0400	Signs, letters, cast bronze, 6" h x 5/8" deep	Ea.	128.00	25.50	153.50	182.00	Added signage -Exterior
1.000	10 14 1910 9000	Signs, minimum labor/equipment charge	Job	0.00	76.50	76.50	125.00	Added signage -Exterior
2.000	22 41 1613 6210	Lavatory, wall hung, vitreous china, white, with backsplash, wheelchair type, single bowl, 27" x 20", includes trim	Ea.	1,550.00	144.00	1,694.00	1,930.00	Lavatory Sink Change ADA
2.000	22 41 1613 0600	Lavatory, vanity top, porcelain enamel on cast iron, white, 20" x 18", includes trim	Ea.	610.00	158.00	768.00	920.00	Lavatory Sink Change ADA
3.000	28 31 2350 4175	Detection system, fire alarm control panel, addressable interface device, excluding wires & conduits	Ea.	408.00	145.50	553.50	675.00	Fire System addds
2.000	22 41 2340 5000	Shower, built-in head and arm, 2.5 GPM valve	Ea.	157.00	141.00	298.00	392.00	Shower Head Change
2.000	22 41 2340 5200	Shower, built-in head, arm, by-pass, integral stops, handles	Ea.	498.00	156.00	654.00	790.00	Shower Head Change
3.000	26 05 3323 1800	Wireway, tee boxes, 4" x 4", NEMA 1, to 10' high	Ea.	130.50	54.45	184.95	228.00	Electrical Addds (future heaters)
4.000	09 91 1360 9000	Paints & coatings, siding, exterior, minimum labor/equipment charge	Job	0.00	348.00	348.00	560.00	Paint addds
6.000	26 05 3323 0200	Wireway, screw cover, 4" x 4", NEMA 1, to 10' high, incl fittings and supports	L.F.	67.80	43.20	111.00	141.00	Electrical Addds (future heaters)
6.000	26 05 3323 0800	Wireway, elbows, 90 Deg., 2-1/2" x 2-1/2", NEMA 1, to 10' high	Ea.	189.00	72.00	261.00	318.00	Electrical Addds (future heaters)
6.000	07 46 7310 9000	Soffit, minimum labor/equipment charge	Job	0.00	519.00	519.00	846.00	Custom Metal - Signage bars (cover vents West side)
12.000	26 05 3325 0100	Conduit fittings for rigid galvanized steel, standard, locknuts, 3/4" diameter	Ea.	4.56	0.00	4.56	5.04	Electrical Addds (future heaters)
8.000	01 54 3340 0020	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric	Day+	0.00	0.00	671.20	738.32	Electrical Addds (future heaters)
36.000	07 44 7310 1500	Metal faced panels, accessories, outside corner	L.F.	64.80	63.00	127.80	171.36	Added Metal Bars @ Sign
95.000	26 05 3313 0500	Aluminum conduit, 3/4" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	233.70	304.95	538.65	726.75	Electrical Addds (future heaters)
118.000	09 91 1342 0130	Paints & coatings, misc. exterior, railings, decorative wood, w/clip & balusters, newels & spindles @ 12" O.C., brushwork, stain, sand, seal & varnish, first coat	L.F.	109.74	307.45	417.19	614.07	(Adjusted by 099113608300)
118.000	09 91 1342 0140	Paints & coatings, misc. exterior, railings, decorative wood, w/clip & balusters, newels & spindles @ 12" O.C., brushwork, stain, sand, seal & varnish, second coat	L.F.	109.74	230.99	340.73	491.41	(Adjusted by 099113608300)
1.000	11 30 1315 0900	Countertop cook tops, residential appliances, standard, 4 burner, minimum	Ea.	340.00	58.50	398.50	465.00	For replacement of glass stove top

COST SUMMARY

1/30/17

C O #5 Final Adds -Paint Adds,
Electrical Adds,
Lavatory ADA Shower heads,
Fire Alarm Adds, PRV Water
Heater Adds, and Extension days

3.000 12 36 2330 1520	Countertops, plastic laminate, 24" wide, 1-1/2" thick edging, plastic laminate edging, average	L.F.	22.05	38.25	60.30	87.00 Microwave Cabinet Covers - custom
2.000 12 36 2313 9000	Countertops, minimum labor/equipment charge	Job	0.00	163.00	163.00	266.00 Microwave Cabinet Covers - custom
1.000 01 31 1320 0160	Field personnel, general purpose laborer, average	Week	0.00	1,025.00	1,025.00	1,650.00 Labor on uncaptured items and final additional adds
1.000 26 09 2310 0120	Lighting devices, occupancy sensors, dual technology, ceiling mounted	Ea.	160.00	44.00	204.00	244.00 Remote Control Sensor Added for compatibility with lighting Specified
3.000 26 51 1350 9000	Interior lighting fixtures, minimum labor/equip charge	Job	0.00	288.00	288.00	447.00 Labor for re-programming and adjustments to lighting
4.750 01 93 1316 2700	Electrical facilities maintenance, repair misc. appliances, incl. clocks, vent fan, blower, etc	Ea.	0.00	232.75	232.75	361.00 Cost associated with water heater additions, expansion tank, stand and pan per Inspector
1.000 22 05 2320 6990	Valves, bronze, reducing, water pressure, sweat oi	Ea.	2,575.00	26.00	2,601.00	2,900.00 PRV & Labor required via Inspector, not specified on plans/valued engineering
Totals			\$9,539.89	\$5,101.53	\$15,312.62	\$19,354.94

Town of Flower Mound C.O. #5 REV 01/30/17

SCOPE OF WORK
Town of Flower Mound
Western O&M Facility
6566 Stonecrest Road
Flower Mound, Texas 76226

GENERAL:

This project provides for the construction of the Western O&M Facility in Flower Mound, Texas.

1.0 SCOPE OF WORK:

In accordance with this scope of work, site inspections and specifications, all labor, materials, supervision, equipment, insurance, taxes, overhead, and all other things or services necessary to furnish and install components and systems to provide for the construction as indicated herein.

Work includes but is not limited to the following:

1.1 Western O&M Facility CO # 5– Lavatory Sinks, Electrical (Bay Heaters), Bay Doors/Accent Walls Painted, Fire Alarm Adds, Exterior Signage, Shower Heads, PRV, Water Heater Adds, Laminate panel at microwave vent-a-hood & Extension of Working Days

1.1.1 Foundation:

Work includes but is not limited to the following:

1.1.2 Framing

Work includes but is not limited to the following:

1.1.2 Roof System

Work includes but is not limited to the following:

1.1.3 General

Work includes but is not limited to the following:

1. Requested Extension of 23 working days

1.1.4 Interior Finishes

Work includes but is not limited to the following:

1. Paint Bay Doors (exterior with Dark Bronze) and 2 Accent Walls as designated (red per selection)
2. Laminate Filler Panel above microwave vent-a-hood

1.1.5 Exterior Finishes

Work includes but is not limited to the following:

Town of Flower Mound C.O. #5 REV 01/30/17

1. Add custom metal bars to disguise exhaust vents on West side exterior where lettering signage is placed
2. Add exterior signage at Entry for Address and public entrance not depicted on plans
3. Painting of (4) Bay Doors

1.1.6 Special Systems

Work includes but is not limited to the following:

1. Fire Alarm adds requested of additional devices and wiring locations

1.1.7 Furnishings

Work includes but is not limited to the following:

1.1.8 Plumbing

Work includes but is not limited to the following:

1. Provide labor, materials and equipment to install ADA Wall Hung Lavatory Sinks vs. the Counter Top drop-in as designated on the plans, including special mounting brackets
2. ADA Assembly Slide Shower Head vs. Fixed head as designated in plans
3. Provide and install PRV at mainline as required by inspector; alerted to by Basic, but not in plans or scope of work. 2" brass 75psi capacity with related labor and components
4. Provide and install Hot Water Heater pan, stand & expansion tank not specified including labor

1.1.8 Mechanical

Work includes but is not limited to the following:

1.1.8 Electrical

Work includes but is not limited to the following:

1. Provide labor, materials and equipment to install power required for future Bay Area Heaters (4) at ceiling
2. Added Occupancy Sensor (multifunction) remote programmer to comply with lighting specified including programming labor and adjustment technical assistance of manufacturer

2.0 SPECIFICATIONS:

Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.

3.0 SUBMITTALS:

Subcontractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

3.1 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:

Type	Description	Type	Description
------	-------------	------	-------------

Town of Flower Mound C.O. #5 REV 01/30/17

A	Shop Drawings	G	Application Instructions
B	Manufacturer's Catalog Cuts/Data	H	Operations & Maintenance (O&M) Manuals
C	Certificate/Certification	I	Color Samples
D	Performance Test Reports	J	Red Line Drawings
E	Sample of Testing		
F	Notification of Sample Availability		

3.2 PROJECT SUBMITTAL REQUIREMENTS:

Required Submittal	Quantity	Due Date	Type
Sinks, Devices, Fixtures	1E	Upon Acceptance	A

4.0 SPECIAL CONSIDERATIONS:

Special considerations are applicable to this project as outlined in the following:

- 4.1 BASIC IDIQ Inc will contact the client project manager for equipment outages as required. Basic will provide a minimum of two (2) working day(s) notice for proper outage coordination.
- 4.2 Normal working hours for this project is 0700 to 1700. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do include some premium time hours.
- 4.3 All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), Basic IDIQ Safety Manual and Client procedures as applicable.
- 4.4 Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose
- 4.5 Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No "hold points" are imposed on this project; however, items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible
- 4.6 Owner property will be properly protected from damage by construction activities.
- 4.7 Basic IDIQ will provide a Project Manager to supervise this project.
- 4.8 Please note that this proposal is good for **30 days** unless extension is agreed by Basic IDIQ Inc.

5.0 Exclusions:

Town of Flower Mound C.O. #5 REV 01/30/17

All exclusions are applicable to this project as outlined in the following:

- 1) Asbestos Abatement
- 2) Lead Abatement
- 3) Any Items Explicitly Described or Agreed Upon in the Future

TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599

Texas State Board of Plumbing
P.O. Box 4200
Austin, TX 78765



Company:	Basic IDIQ	Job Name:	Flower Mound Western O&M
Address:	10713 RR 620 N. Ste. F622 Austin, TX 78726	Address:	
Contact:	Paul Howie	Contact:	Same
Phone No.	(817) 513-1938	Date:	12/27/2016
Email:	PHowie@BasicIDIQ.com	Quote No.	FMOMCO-001

We propose the following amounts for executed CO's,

1. Provide and install (4) dedicated circuits for garage doors. \$1,625.00 *CO#4 - T&F M*
2. Provide and install (4) switches and (4) fixtures over beds.
(3-4 week lead time on fixtures) \$2,200.00
- * 3. Provide and install larger breakers, conductors, and conduit than
Called for on plans for AC/Heat. \$1,455.00 *CO#5 - T&F M*
4. Provide and program remote controller for lighting not speced on plans \$660.00

Total Price for Labor and Materials (Excluding Sales Tax)----- <u>\$5,940.00</u>

* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

Austin Runnels

Electrical Service Manager
Cell # (469) 516-8905
Office # (972) 888-6750
Fax # (972) 888-9520
austin.runnels@tdindustries.com

Accepted by _____

Date _____



Clarifications:

- **This proposal is based on performing work during normal working hours with Davis Bacon Wages.**

- All pricing is based on award of contract and work commence not later than **60 days** from the date of this proposal with pricing subject to review after **30 days** from the date of proposal.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor we will validate under Contractors Building Code permit.
- Price is based on the assumption that the structure is of sufficient strength that all piping and equipment can be supported from it.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plans, specs and/or engineering data.
- Proposal is based on use of building elevators.

Exclusions:

- Payment or Performance Bonds.
- Additional work required meeting OSHA or NEC standards.
- Additional work that may be required by the city or building codes to meet existing codes.
- **Any additional work not listed in the scope above.**
- Any pre-existing conditions.
- Roof penetrations.
- Sheetrock cutting, removal or patching of any nature.
- Painting of any nature.
- Structural engineering or Structural work.
- Ceiling removal or replacement other than described in above scope of work.
- Landscaping repairs or replacement.
- Floor x-rays for concealed conduits or post tension cables. Any repairs are the owner's responsibility.
- Concrete cutting, coring, removal and replacement.
- Energy Management System (EMS) or connection to the EMS.
- Openings or revisions to openings through steel beams in the building for penetrations.
- Fire-stopping of wall and ceiling penetrations.
- Preventive and required maintenance during first year.
- Roofing work.
- Cutting roof deck.
- Repair or replacement of faulty or inoperable components will be quoted and approved in advance.



PENNINGTON MECHANICAL, L.L.C.

Date: January 6, 2017

**Basic IDIQ
Austin, Texas**

Attention: Mr. Paul Howie

**Reference: Western O&M Facility
Plumbing
BP#2016
CHANGE PRICING**

Mr. Howie,
We would like to thank you for the opportunity to provide you with the following pricing for the above referenced project. We have based this pricing per the information provided, in accordance with the following documents included, clarifications, inclusions, and exclusions.

ITEMS INCLUDED:

1. Provide/install all labor, supervision, materials, equipment, and consumables required to provide the following work, with the here-in referenced general clarifications, documents included, items included, and items excluded.
2. Provide and install different L1 per engineer cut sheets
3. Install provided Shower heads in both showers.
4. Provide/Install PRV for water system.

ITEMS EXCLUDED:

1. Sales tax.
2. Overtime work.
3. Shower stalls (supply hardware only)
4. Exhaust fan in apparatus area.
5. Civil or earth work.
6. Roofing work.
7. Flushing or chlorination .
8. Fire Alarm.
9. Concrete or structural work.
10. Flooring repairs
11. Permits.
12. Payment or performance bonds.
13. Consequential damages.
14. Any other work not mentioned above.

TOTAL PRICE: \$ 9,750.00

Breakdowns:

Underground Delays:	\$ 6,490.00
L1 CHANGE OUT:	\$ 1,060.00
SHOWER HEADS:	\$ 350.00
PRV :	\$ 1,850.00

Should you have any questions or require any additional information, please do not hesitate to contact me at (214) 869-8311.

Sincerely,
Pennington Mechanical, L.L.C.

Eugene Zeller

CHANGE ORDER

C.W.O. Date : 10/13/2016

Requested By : Chris
Customer ID :
Department :

JOB	BILL TO	SHIP TO (if different)
Paint block walls	Basic IDIQ	

[illegible]

Nephtali@texasrpremodel.com, Felicia@texasrpremodel.com

SUBTOTAL	\$ 4,715.00
TAXABLE	-
TAX RATE	8.250%
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 4,715.00

Date: _____

Thank You For Your Business!



208 Hewitt Dr., #103-394, Waco, TX 76712
 877-824-0025 Fax: 832-553-2790
www.libertyfireprotection.net

QUOTE

QUOTE #	LFPQ1113
DATE	Nov 15, 2016

To Paul Howie
 Basic IDIQ
 10713 RR 620 North
 Suite 622
 Austin, TX 78726
 United States of America
 Phone (888) 402-4347

SALESPERSON	P.O. Number	PAYMENT TERMS	DUE DATE
Jimmy McBee		Net 30 Days	

QTY	Part No.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
FLOWER MOUND FIRE STATION Fire Alarm Additions Per Fire Marshal				
1	P2W	Horn/strobe, 12/24 volt, multi-candela 15, 15/75, 30, 75, 110, 115, white	\$51.82	\$51.82
2	MS-7	BG12 Double action pull station	\$31.82	\$63.64
2	4193SN	Addressable Mini Multiplex Module	\$20.38	\$40.76
1		Wire, Cable, Materials	\$272.73	\$272.73
13	Installation	Labor to complete job as quoted	\$89.24	\$1,160.12

SCOPE OF WORK

Price is for additional devices as per Flower Mound Fire Marshal's request.

Scope includes:

- 1) Addition of Horn/Strobe in Captain's Suite
- 2) Relocation of User Keypad to the Watch Office (Fire Marshal mentioned relocating the panel in his email, however, the keypad is the actual panel control).
- 3) Manual Pull Stations added to the building exits that exit into the bay area.

Additionally, the Fire Marshal's requirements are for low-frequency sounder bases to be installed in the Captain's Suite & Sleeping Quarters. This change will be made on the shop drawings to be re-submitted. However, there are no additional equipment or labor costs associated with this particular request. The sprinkler system will be monitored for waterflow and tamper, as was originally quoted, and these devices will be reflected on the revised shop drawings.

SUBTOTAL	\$1,589.07
SALES TAX	\$0.00
TOTAL	\$1,589.07

I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment for all equipment and installation charges is due upon receipt of invoice. Equipment will be invoiced upon shipment from the designated shipping point and installation charges will be invoiced as the job

AGREED TO:

Customer P.O. No: _____

Customer's Name: _____

By: _____

Title: _____

Date: _____

Quote No. LFPQ1113

Quote Total \$1,589.07

Thank You For Your Business!



SALES ORDER ACKNOWLEDGMENT

14031 WEST HARDY
PO BOX 38217
HOUSTON, TX 77060-5304
281-445-8555

Metal Building Components is not responsible for compliance with plans and specifications. MBCI makes no warranties express or implied, as to the merchantability or fitness for any particular purpose of these products. MBCI's Standard Terms and Conditions of Sale are a part of this quotation/order. The final acceptance or rejection of this quotation/order shall be made by an authorized MBCI employee or agent.

Price is subject to change if not shipped within ten days from the date the order was received by MBCI subject to availability and standard MBCI lead times. MBCI is not responsible for the determination of the quantities/gauges/lengths/colors, etc. required.

Your signature hereon constitutes an open order to MBCI.

SOLD TO: 173499
BASIC IDIQ

REGION: 0041C

B		S	
I	BASIC IDIQ	H	BASIC IDIQ
L	26 DOROTHY LN	I	CPU - ENNIS
L	HURST, TX 76053-8049	P	1804 JACK MCKAY BLVD
	(817) 508-8383		ENNIS, TX 75119
T		T	817-508-8383 PAUL
O		O	

DATE OF ORDER	LOAD DATE	CUSTOMER P.O.NO./ORDERED BY	SALES COORDINATOR	TERMS	ORDER NUMBER
30-NOV-16	06-DEC-16		J. Kelly 001	COD - CASH	5152626

REF #	DESCRIPTION	Ga	COLOR	Qty	SHEET LENGTH	SHP. PLT.	MFG PLT.	SQ.FT. PER SHEET	TOTAL SQ.FT. MATL	UNIT PRICE	OPT PRICE	AMOUNT
1000	- ARTISAN L12	24	MDNT-BZ	14	2'- 4-3/4"	023	001	2.4	33.6	215.00	51.80	
					(Total Linear Feet	33.54)		Sub Total	33.6		51.80	124.04
2000	- SP24 SPECIAL _3_2_19-1/16" _#1	24	MDNT-BZ	1	17'- 6"	023	023	27.8	27.8	2.10	11.20	69.58
3000	- SP24 SPECIAL _3_2_17-7/8" _#2	24	MDNT-BZ	1	17'- 6"	023	023	26.07	26.07	2.10	11.20	65.95
4000	- SP24 SPECIAL _LH_4_0_3" _EC#1	24	MDNT-BZ	1	1'- 3-1/2"	023	023	.32	.32	2.10	6.40	7.07
5000	- SP24 SPECIAL _LH_4_0_3" _EC#2	24	MDNT-BZ	1	1'- 3-1/2"	023	023	.32	.32	2.10	6.40	7.07
6000	- SP24 SPECIAL _RH_4_0_3" _EC#1	24	MDNT-BZ	1	1'- 3-1/2"	023	023	.32	.32	2.10	6.40	7.07
7000	- SP24 SPECIAL _RH_4_0_3" _EC#2	24	MDNT-BZ	1	1'- 3-1/2"	023	023	.32	.32	2.10	6.40	7.07
8000	* CH FRT OS CARRIER			1		023	023			0.00	0.00	0.00
9000	* CH FUEL SURCHG OS CARRIER			1		023	023			0.00	0.00	0.00
10000	* CH SPECIAL PACKAGING			1		023	023			0.00	0.00	0.00

CUSTOMER JOB NAME / #		ESTIMATED SHIPPING WT		SHEET PACKAGING		PACKAGES@	
FLOWER MOUND		96.82 LB.		TRIM PACKAGING		PACKAGES@	
SHIP VIA	CPU	MARKET CODE	MISC	NON-TAXABLE ITEMS		0.00	
A CARRYING CHARGE OF .833% PER MONTH(10%PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS AND A REASONABLE ATTORNEY'S FEES IF THIS ACCOUNT IS PLACED FOR COLLECTION. ALL INVOICES DUE AND PAYABLE IN HOUSTON, HARRIS COUNTY, TEXAS. ALL FREIGHT F.O.B SHIPPING POINT. FOR COMPLETE PERFORMANCE SPECIFICATIONS, PRODUCT LIMITATIONS AND DISCLAIMERS, PLEASE CONSULT MBCI'S PAINT AND GALVALUME PLUS WARRANTIES. UPON RECEIPT OF PAYMENT IN FULL, THESE WARRANTIES ARE AVAILABLE UPON REQUEST FOR ALL PAINTED OR GALVALUME PLUS, PRIME PRODUCTS. Sample copies can be found at www.mbc.com or contact your local MBCI Sales Representative.				TAXABLE ITEMS		287.85	
				SUB TOTAL OF ALL ITEMS		287.85	
				STATE TAX @ 6.25		17.99	
				CITY TAX @ 1.75		5.02	
				OTHER TAX @ .25		0.72	
				TOTAL AMOUNT OF ORDER		311.58	
				DEPOSIT		0.00	
				TOTAL AMOUNT DUE		311.58	

REPRINT

Printed: 12/02/2016 13:25:03

Page 1 of 2

MBCI_STANDARD

14031 WEST HARDY
PO BOX 38217
HOUSTON, TX 77060-5304
281-445-8555

Your signature hereon constitutes an open order to MBCL.

REGION:0041C

S
H BASIC IDIQ
I CPU - ENNIS
P 1804 JACK MCKAY BLVD
ENNIS, TX 75119
817-508-8383 PAUL
T
O

DATE OF ORDER	LOAD DATE	CUSTOMER P.O.NO./ORDERED BY	SALES COORDINATOR	TERMS	ORDER NUMBER
30-NOV-16	06-DEC-16		J. Kelly 001	COD - CASH	5152626

[illegible]

CUSTOMER JOB NAME / # FLOWER MOUND		ESTIMATED SHIPPING WT 96.82 LB.	SHEET PACKAGING TRIM PACKAGING	PACKAGES@ PACKAGES@	
SHIP VIA	CPU	MARKET CODE	MISC	NON-TAXABLE ITEMS	0.00
A CARRYING CHARGE OF .833% PER MONTH(10%PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS AND A REASONABLE ATTORNEY'S FEES IF THIS ACCOUNT IS PLACED FOR COLLECTION. ALL INVOICES DUE AND PAYABLE IN HOUSTON, HARRIS COUNTY,TEXAS. ALL FREIGHT F.O.B SHIPPING POINT.				TAXABLE ITEMS	287.85
				SUB TOTAL OF ALL ITEMS	287.85
FOR COMPLETE PERFORMANCE SPECIFICATIONS, PRODUCT LIMITATIONS AND DISCLAIMERS, PLEASE CONSULT MBCI'S PAINT AND GALVALUME PLUS WARRANTIES. UPON RECEIPT OF PAYMENT IN FULL, THESE WARRANTIES ARE AVAILABLE UPON REQUEST FOR ALL PAINTED OR GALVALUME PLUS, PRIME PRODUCTS. Sample copies can be found at www.mbc.com or contact your local MBCI Sales Representative.				STATE TAX @ 6.25	17.99
REPRINT				CITY TAX @ 1.75	5.02
Printed: 12/02/2016 13:25:04				OTHER TAX @ .25	0.72
Page 2 of 2				TOTAL AMOUNT OF ORDER	311.58
MBCI_STANDARD				DEPOSIT	0.00
				TOTAL AMOUNT DUE	311.58



Appliance Parts Depot

STOVE TOP GLASS REPLACEMENT
* DAMAGED BY TOFM PERSONNEL

QUOTE NUMBER

31

3002419-0000-03
817-831-4340

QUOTE NUMBER

3002419-0000-03

BILL

TO: RETAIL CUSTOMER COD

SHIP

TO: BASIC IDIQ

HALTOM CITY TX 76117

HALTOM CITY TX 76117

CUSTOMER P.O. NO. 01/06/17 13:12:57

CUSTOMER P.O. NO. 01/06/17 13:12:57

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER		DATE	
3002419-0000-03		399	01/06/17	306	01/06/17 13:12:57			
INSTRUCTIONS							FRT.	PAGE NO.
WILLCALL-FTW							B	1
QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				NOW AUTHORIZED DISTRIBUTOR OUT OF WARRANTY FOR SAMSUNG PARTS WHI W10472035 COOKTOP 3-4711 D BIN: 4711 D QTY: 2.00	EA		326.97	326.97

CODE EXPLANATION

* - STATE TAX APPLICABLE
- FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED

C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM
R - RETURNED CYL.

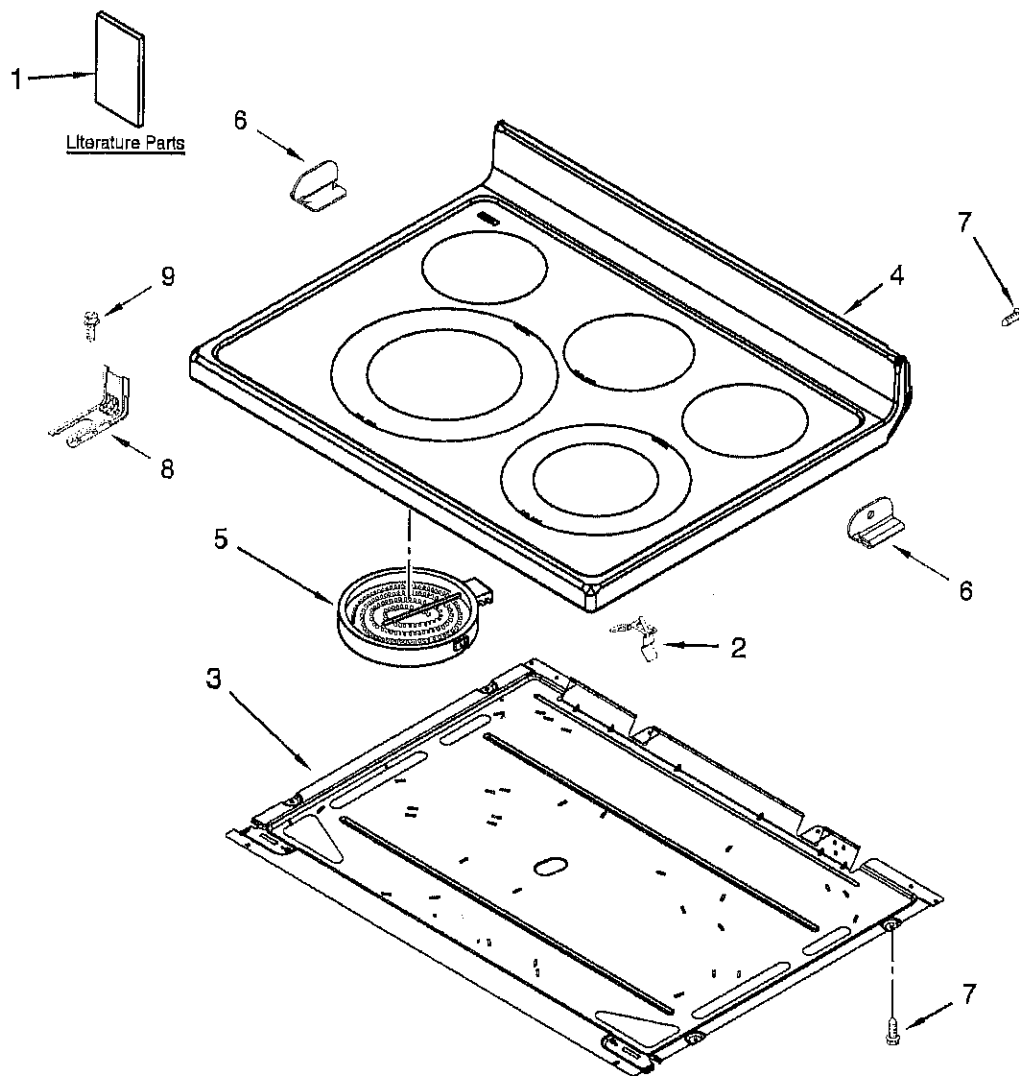
FREIGHT IN

FREIGHT OUT

SUB TOTAL	326.97
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	0.00
STATE TAX	26.98
PAYMENT REC'D.	0.00

TOTAL AMOUNT DUE
353.95

COOKTOP PARTS



Ref #	Part Number	Qty.	Description
1	W10403811		INSTRUCTIONS, INSTALLATION
1A	W10719734		USE AND CARE GUIDE, ENGLISH
1B	9762761		TIPS, SAFE COOKING (ENGLISH)
1C	W10575156		TECH SHEET, (ENGLISH)
2	W10225448		SPRING, ELEMENT
3	W10691223		PAN, RADIANT ELEMENT
4	W10380664		COOKTOP (WHITE)
4A	W10380665		COOKTOP (BLACK)
5	W10162040		ELEMENT (3000/1900W) (LEFT FRONT)
5A	W10275048		ELEMENT (3000/1400W) (RIGHT FRONT)
5B	8273994		ELEMENT (1200W) (LEFT REAR & RIGHT REAR)
5C	W10388271		ELEMENT, WARM ZONE (CENTER REAR)
6	W10607641		BRACKET, COOKTOP (LEFT)
6A	W10607642		BRACKET, COOKTOP (RIGHT)
7	3196169		SCREW
8	W10306542		BRACKET, ANTI-TIP
9	7101P485-60		SCREW, ANTI-TIP
NI	N/P		FOLLOWING PARTS NOT ILLUSTRATED
NI	W10349711		HARNESS, WIRE MAIN
NI	W10174428		HARNESS, SENSOR
NI	W10349654		HARNESS, COOKTOP (RIGHT)
NI	W10349661		HARNESS, WIRE (COOKTOP LEFT)
NI	W10278580		HARNESS, WARM ZONE
NI	W10465644		HARNESS, HIDDEN BAKE
NI	W10183541		CLIP, SPRING STEEL
NI	3196520		CLIP, WIRE

FLOOR FINISH CREDIT

BNR CONCRETE POLISHING, LLC.

QUOTATION



BNR Concrete Polishing, LLC

4900 Preston Rd. Frisco, TX 75034
 Phone: 972-307-8951
 Fax: 972-862-1508

Quotation

Date: 11/21/16

Quote valid for: 30 Days

Prepared by: John Van Horn

Quote Number: 112116-BI
 Project Number:

Quote For:

Company Name: Basic IDIQ
 Street Address: 26 Dorothy Ln.
 City, ST Zip: Hurst, TX. 76053
 Contact: Paul Howie
 Phone: 817-513-1938
 Email: phowie@basicidiq.com

Project: Floor Finishes
 Job Name: Western O&M Facility
 Street Address: 6566 Stonecrest Rd.
 City, ST Zip: Flower Mound, TX. 76226
 Contact:
 Phone:

Special Instructions or Notes: Grind, Polish and Seal

BNR Concrete Polishing LLC is a Certified Woman Owned Business (802115782) and Certified Small Business Enterprise (V00000936783)				
Qty	Description	Unit Price	Tax (mtls)	Amount
2139 SF	Heavy Grind concrete to provide a smooth uniform surface using pads needed to achieve the best result. Apply H&C Surecrete sealer.		(-1,110)	5,240.55
1735 SF	Grind desired areas to smooth and open concrete for dye. Apply dye and seal.		1,351	3,903.75
300 SF	Professionally clean and seal concrete slab with Ashord Formula per manufactures instructions.			180.00
625 LF	Professionally fill construction joints with semi-rigid joint filler per plans and specifications			845.05
BNR Concrete Polishing to provide all labor, equipment and materials. All merchandise, racking and walls to be protected with plastic. GC is responsible for protecting finished floor and for any damage to finished floor during construction process. Project to be billed upon actual square footage completed. BNR will charge for Mockups that require a special trip prior to scheduled service date. Additional mockups will require an extra charge.				



**General Contractor must provide a Texas Resale Certificate or BNR Concrete Polishing, LLC will charge sales tax.

OTHER	
SUBTOTAL	10,169.35
TAX RATE*	
+ SALES TAX	
TOTAL	\$10,169.35

Please Sign And Submit The Approved Changed Order Via Email To: ESTIMATING@BNRCONCRETE.COM

Approved by: X

Approval Date: / /

A complete lien release will be sent after our receipt of 90% of the contract amount

THANK YOU FOR YOUR BUSINESS!



Updated 1/30/17

December 7, 2016

Request for additional Schedule Days in conjunction with Change Order #5

In conjunction with the requested Change Orders #5 Basic IDIQ is requesting additional working days due to the lead times of change of material/products and added work time required to complete.

From the date of the last extension for substantial completion of 11/18/16 and this added/changes, we are asking for an additional 23 working days. The 12 days are based on reasonable lead time to acquire materials, time for installation and the CoServ delay for electrical permanent power capability.

In conclusion this will extend the Substantial Completion and Final Completion date 23 working days beyond the contract terms. Please note, this is part of this change order approval.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Paul Howie', is written over a light blue circular stamp.

Paul Howie
DFW Area Manager

QUANTITY VERIFICATION

Attachment 2

Project: Western O&M Facility (Temporary FS# 6)

Owner: Town of Flower Mound

Estimate No.: 8 & Final
Period Of: January 1, 2017
To: February 28, 2017

Effective Start Date: April 11, 2016
Substantial Completion Date: October 25, 2016
Final Completion Date: November 24, 2016

Contractor: Basic IDIQ, Inc.
26 Dorothy Lane
Hurst, Texas 76053
Ph 888-402-4347

Council Approved - 3/21/2016

Contract Calendar Days
Substantial Completion: 197
Final Completion: 227

Item Number	Description of Item	Unit of Measure	Approved Contract Quantity	Unit Price	Contract Amount	Quantity Completed Previously	Quantity Completed This Month	Is Item Complete?
1	Bonds	LS	1	19,284.96	19,284.96	19,284.96		Yes
2	Insurance	LS	1	11,570.97	11,570.97	11,570.97		Yes
3	Overhead	LS	1	77,139.84	77,139.84	73,282.84	3,857.00	Yes
4	Profit	LS	1	46,283.90	46,283.90	43,969.70	2,314.20	Yes
5	Sitework	LS	1	10,799.58	10,799.58	10,799.58		Yes
6	Concrete	LS	1	61,711.87	61,711.87	61,711.87		Yes
7	CMU	LS	1	92,567.81	92,567.81	92,567.81		Yes
8	Doors, Frames & Hardware	LS	1	11,570.98	11,570.98	10,992.43	578.55	Yes
9	Veneers	LS	1	7,713.98	7,713.98	7,713.98		Yes
10	Paint	LS	1	24,684.75	24,684.75	23,450.51	1,234.24	Yes
11	Millwork	LS	1	8,871.08	8,871.08	8,427.52	443.56	Yes
12	Framing	LS	1	21,599.16	21,599.16	21,599.16		Yes
13	Drywall	LS	1	16,970.76	16,970.76	16,970.76		Yes
14	Structural Wood	LS	1	23,141.95	23,141.95	23,141.95		Yes
15	Miscellaneous Wood	LS	1	25,456.15	25,456.15	25,456.15		Yes
16	Signage	LS	1	4,628.39	4,628.39	4,628.39		Yes
17	Glazing	LS	1	24,684.75	24,684.75	24,684.75		Yes
18	Roofing	LS	1	21,213.46	21,213.46	21,213.46		Yes
19	Insulation	LS	1	7,328.28	7,328.28	7,328.28		Yes
20	Specialties (Fixtures, FRP, etc)	LS	1	26,613.24	26,613.24	26,613.21	0.03	Yes
21	Mechanical	LS	1	43,584.01	43,584.01	43,584.00	0.01	Yes
22	Electrical	LS	1	71,354.35	71,354.35	71,354.35		Yes
23	Plumbing	LS	1	82,539.63	82,539.63	78,412.64	4,126.99	Yes
24	Fire Alarm / Sprinklers	LS	1	11,185.28	11,185.28	11,185.28		Yes
25	Vehicle Exhaust	LS	1	6,942.59	6,942.59	6,942.59		Yes
26	Canopy	LS	1	11,956.68	11,956.68	11,956.68		Yes
CO-1A	Split Faced Block	LS	1	(98,000.00)	(98,000.00)	-98,000.00		Yes
CO-1B	Acme Brick to Match Western Pump Station	LS	1	125,000.00	125,000.00	125,000.00		Yes
CO-1C	Contractor OH&P, Bonds and Insurance	LS	1	8,526.32	8,526.32	8,526.32		Yes
CO-2A	Dumpster Enclosure	LS	1	14,955.83	14,955.83	14,955.83		Yes
CO-3A	Millwork Additions	LS	1	14,125.50	14,125.50	14,125.50		Yes
CO-4A	Additional Electrical, Dumpster Gates and Bollards	LS	1	13,252.14	13,252.14	12,589.54	662.60	Yes
CO-5A	Additional Painting, sink/shower modification, additional millwork, & pressure reducing vlave	LS	1	14,557.08	14,557.08		14,557.08	Yes

\$ 863,815.27 \$ 836,041.01 \$ 27,774.26 100.0%

QUANTITY VERIFIED:

**CONSENT OF SURETY
TO FINAL PAYMENT**

G707

713830P

(Instructions on reverse side)

 OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

Attachment 3

AIA DOCUMENT

TO (OWNER)

(Name and address)

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

PROJECT:

(Name and address)

Western O&M Facility, PO No. 16431

ARCHITECT'S PROJECT NO:

CONTRACT AMOUNT: \$863,815.27
 In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
 (here insert name and address of Surety)
Developers Surety and Indemnity Company
2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

on bond of

(here insert name and address of Contractor)

Basic IDIQ, Inc.
10713 RR 620 North, #F622
Austin, TX 78726

 hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of
 any of its obligations to

(here insert name and address of Owner)

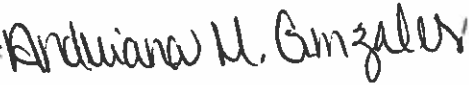
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

as set forth in the said Surety Company's bond.

SURETY,

CONTRACTOR,

OWNER,

 IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 19th day of April, 2017 (Insert
 in writing the month following by the numeric date and year)
Attest:
Seal

Developers Surety and Indemnity Company

Surety Company

Signature of Authorized Representative

Title

John W. Schuler, Attorney-in-Fact**John W. Schuler, Attorney-in-Fact**

Bond Number: 713830P

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

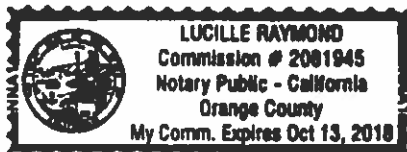
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of April, 2017

By: *Cassie J. Benisford*
Cassie J. Benisford, Assistant Secretary

ATS-1004 (02/17)



Final Bills Paid Affidavit by Contractor

BEFORE ME, the undersigned authority, personally appeared **Basic IDIQ Inc.** (hereinafter referred to as "Contractor"), known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

"My name is **Paul Howie**, and I am the **SR Project Manager of Basic IDIQ Inc.** hereafter sometimes referred to in this affidavit as "Contractor". Contractor's business address is **2500 Gravel Dr., Fort Worth, Texas 76118**. The undersigned Contractor has personal knowledge of the facts stated herein and has full authority to make the agreements in this affidavit on behalf of Contractor.

Pursuant to and in accordance with a written construction contract between **Basic IDIQ Inc.**, Contractor, and **The Town of Flower Mound**, Owner/Administrator, Contractor furnished materials and labor for the construction, renovation, or repair of improvements located on or relating to project known as **Western O & M (Temporary)** located at **6566 Stonecrest Rd., City of Flower Mound, Denton County, Texas**, legally described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"). All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions thereof.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of improvements on or relating to the subject Property, or any portion thereof, excepting only the amounts owed for the following specified bills to the persons identified below. Contractor warrants and represents that the following specified bills will be paid to Subcontractors by **Basic IDIQ Inc.** in reliance on this Final Bills Paid Affidavit upon receipt of required final documents:

Name of Payee	Address	Telephone No.	Amount Owed
TD Industries (Electric)	P.O. Box 300008 Dallas, Texas 75303-008	972 888-9500	\$64,1000.00
Pennington Mechanical	12054 Beaver Creek Anna, Texas 75409	214 869-8311	\$16,980.00

Other than the above specified bills owed to the above referenced persons, Contractor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for the construction, renovation, or repair of improvements located on or related to the subject Property.

In consideration of the funds paid to Contractor by Owner/Administrator and by Lender on behalf of Owner/Administrator in reliance on this affidavit, Contractor waives and releases all of Contractor's statutory and constitutional mechanic's lien rights connected with the construction of the Project, conditioned on the actual payment or collection if payment is made by check or draft.

Contractor further understand that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

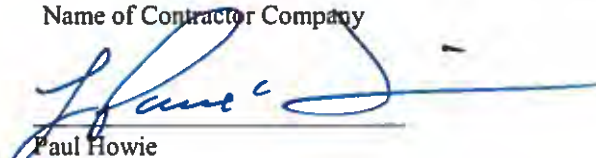
Contractor hereby indemnifies and holds harmless Owner/Administrator from any and all claims, demands or causes of action, and any costs, expenses, and attorney's fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein."

EXECUTED this 26 day of APRIL, 2017.

Basic IDIQ Inc.

Name of Contractor Company

By:
Printed Name:
Title:


Paul Howie
Sr Project Manager

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared **Paul Howie**, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/ she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF 26TH day of APRIL, 2017 .
OFFICE on this the

(Seal)




Notary Public, State of Texas
My commission expires 2/18/2019



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 15, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2017 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if federal income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopted a savings clause; declaring an effective date; and requiring delivery of this ordinance to the Company and the ACSC's legal counsel.

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

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting \$57.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would receive a \$52.4 million increase, or about \$4.4 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$9.4 million, such that the Ordinance approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$38.8 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%. Attached is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

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

ATTACHMENTS:

1. Draft Ordinance
2. Bill Comparison

RECOMMENDATION: Move to approve an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2017 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if federal income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopted a savings clause; declaring an effective date; and requiring delivery of this ordinance to the Company and the ACSC's legal counsel.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

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

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

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

WHEREAS, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2017 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$48 million on a system-wide basis; and

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

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

WHEREAS, the Company and ACSC have agreed that rates should be adjusted if any change in federal income tax rates is implemented during the period that rates approved herein remain in place; and

WHEREAS, because ACSC believes that certain provisions of the current terms and conditions of the RRM tariff are inconsistent with market conditions, the Town expects renegotiation of the current RRM tariff in the Summer of 2017.

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

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

Section 2. That the Town Council finds that the settled amount of an increase in revenues of \$48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

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

Section 5. Consistent with Texas Utilities Code Section 104.055(c), Atmos Energy's recovery of federal income tax expense through the Rider RRM has been computed using the statutory income tax rate. In the event that a change in the statutory income tax rate is implemented during the Rider RRM Rate Effective Date, Atmos Energy shall reconcile the difference between the amount of federal income tax expense included in the Rider RRM calculation for the Rate Effective Date with the amount of federal income tax expense authorized under the new statutory income tax rate. The reconciliation period shall be from the date on which any new statutory income tax rate is implemented through the Rate Effective Date. An interest component calculated at the customer deposit interest

rate then in effect as approved by the Railroad Commission of Texas shall be applied to the federal income tax expense reconciliation. Further, any required reconciliation of federal income tax expense shall be included as part of Atmos Mid-Tex's next annual RRM filing and shall be returned to or recovered from customers as a one-time credit or surcharge to the customer's bill.

Section 6. The Town requires renegotiation of RRM tariff terms and conditions during the Summer of 2017. If an agreed renegotiated RRM tariff cannot be achieved, the Town will terminate the RRM process and consider initiation of a traditional rate case to reduce the Company's authorized return on equity.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the Town Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 15th day of May, 2017.

Thomas, E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2016**

Line							June 1, 2016 PROPOSED	CHANGE
1	Rate R @ 46.3 Ccf					CURRENT		
2	Customer charge					\$ 19.10		
3	Consumption charge	46.3	CCF	X	\$ 0.11378 =	5.27		
4	Rider GCR Part A	46.3	CCF	X	\$ 0.28325 =	13.11		
5	Rider GCR Part B	46.3	CCF	X	\$ 0.25447 =	11.78		
6	Subtotal					\$ 49.26		
7	Rider FF & Rider TAX					3.52		
8	Total					\$ 52.78		
9								
10	Customer charge						\$ 19.60	
11	Consumption charge	46.3	CCF	X	\$ 0.14427 =	6.68		
12	Rider GCR Part A	46.3	CCF	X	\$ 0.28325 =	13.11		
13	Rider GCR Part B	46.3	CCF	X	\$ 0.25447 =	11.78		
14	Subtotal					\$ 51.17		
15	Rider FF & Rider TAX					3.65		
16	Total					\$ 54.82		\$2.04
17								3.87%
18								
19	Rate C @ 371 Ccf					CURRENT	PROPOSED	CHANGE
20	Customer charge					\$ 41.75		
21	Consumption charge	371.0	CCF	X	\$ 0.08494 =	31.51		
22	Rider GCR Part A	371.0	CCF	X	\$ 0.28325 =	105.07		
23	Rider GCR Part B	371.0	CCF	X	\$ 0.18646 =	69.17		
24	Subtotal					\$ 247.50		
25	Rider FF & Rider TAX					17.68		
26	Total					\$ 265.18		
27								
28	Customer charge						\$ 44.70	
29	Consumption charge	371.0	CCF	X	\$ 0.09279 =	34.42		
30	Rider GCR Part A	371.0	CCF	X	\$ 0.28325 =	105.07		
31	Rider GCR Part B	371.0	CCF	X	\$ 0.18646 =	69.17		
32	Subtotal					\$ 253.36		
33	Rider FF & Rider TAX					18.09		
34	Total					\$ 271.45		\$6.27
35								2.37%

36	Rate I @ 4364 MMBTU					CURRENT	PROPOSED	CHANGE
37	Customer charge					\$ 738.00		
38	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40			
39	Consumption charge	2,864	MMBTU	X \$ 0.2267 =	649.26			
40	Consumption charge	0	MMBTU	X \$ 0.0486 =	-			
41	Rider GCR Part A	4,364	MMBTU	X \$ 0.2900 =	1,265.76			
42	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =	1,908.41			
43	Subtotal				\$ 5,025.83			
44	Rider FF & Rider TAX		\$ 5,025.83	X 0.07142 =	358.93			
45	Total				\$ 5,384.76			
46								
47	Customer charge					\$ 799.75		
48	Consumption charge	1,500	MMBTU	X \$ 0.3374 =	506.10			
49	Consumption charge	2,864	MMBTU	X \$ 0.2470 =	707.40			
50	Consumption charge	0	MMBTU	X \$ 0.0530 =	-			
51	Rider GCR Part A	4,364	MMBTU	X \$ 0.2900 =	1,265.76			
52	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =	1,908.41			
53	Subtotal				\$ 5,187.42			
54	Rider FF & Rider TAX		\$ 5,187.42	X 0.07142 =	370.47			
55	Total				\$ 5,557.89			\$173.13
56								3.22%
57	Rate T @ 4364 MMBTU					CURRENT	PROPOSED	CHANGE
58	Customer charge				\$ 738.00			
59	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40			
60	Consumption charge	2,864	MMBTU	X \$ 0.2267 =	649.26			
61	Consumption charge	0	MMBTU	X \$ 0.0486 =	-			
62	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =	1,908.41			
63	Subtotal				\$ 3,760.07			
64	Rider FF & Rider TAX		\$ 3,760.07	X 0.07142 =	268.54			
65	Total				\$ 4,028.61			
66								
67	Customer charge					\$ 799.75		
68	Consumption charge	1,500	MMBTU	X \$ 0.3374 =	506.10			
69	Consumption charge	2,864	MMBTU	X \$ 0.2470 =	707.40			
70	Consumption charge	0	MMBTU	X \$ 0.0530 =	-			
71	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =	1,908.41			
72	Subtotal				\$ 3,921.66			
73	Rider FF & Rider TAX		\$ 3,921.66	X 0.07142 =	280.08			
74	Total				\$ 4,201.74			\$173.13
75								4.30%



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: May 15, 2017

FROM: Ken Parr, Executive Director of Public Works

ITEM: Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town currently owns a 22.8 acres tract of land located at 10300 Dunham Road. At some time in the future this property will be utilized for a Park Recreational Facility and for a Reuse Water Storage and Pump Station Facility. The land is currently pastureland and is not being utilized by the Town.

The Town entered into a yearly lease agreement for this property on May 2, 2016 with Wayne Haynes Estate. This lease has expired and the Lessee has requested renewing this lease for another year.

The Wayne Haynes Estate owns property on Dunham and runs a cattle operation. They will be utilizing the property for cattle grazing. The Lease will be a yearly agreement that can be cancelled by the Town with a thirty (30) day notification to the Lessee. The Lease amount will be \$182.00 (\$8.00/acre) per year. The Lessee will be responsible for maintaining the property including all fenced and other improvements on the Premises. As needed, the Lessee will be required to mow the pastureland to keep the Premises free of trash and refuse. The Lessee cannot cut or otherwise damage or destroy trees of any kind upon the Premises with prior written consent of the Town. The Town will have the right to access the property as needed for inspection.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: The Town will receive \$180.00 in annual revenue from the Lease and will not be out the expense of mowing or otherwise maintaining the property.

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

ATTACHMENTS:

1. Proposed Farm Lease

RECOMMENDATION: Move to approve a Farm Lease between the Town of Flower Mound and Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorizes the Mayor to execute same on behalf of the Town.

FARM LEASE

This Farm Lease (the “Agreement” or the “Lease”) is made and entered into this 2nd day of May, 2016, by and between Town of Flower Mound, (Lessor”), and Wayne Haynes Estate (“Lessee”).

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable considerations, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the land and any existing improvements and facilities existing thereon containing approximately 22.8 acres of land, located next to Dunham Road in Town of Flower Mound, County of Denton, Texas (the “Premises”).

1. Purpose. The Premises shall be used exclusively for farming and livestock grazing, and for no other purposes. Lessee shall not cultivate any portion of the Premises not presently being used for the cultivation of crops without Lessor’s prior written consent.

2. Term. The term of this Lease shall be from May 2, 2017 to May 1, 2018, both dates inclusive, unless sooner terminated as herein provided. The term of this Lease shall continue from month to month thereafter unless either party gives thirty (30) days written notice to the other party before the expiration of any term hereof, or unless terminated and not continued in the event Lessee fails to pay Lessor the yearly rent in advance on or before the anniversary date of this Lease. It is further understood and agreed to by the Lessee that the Lessor shall have the right to develop any portion for Town purposes during the term of this Lease. In such event, Lessor may cancel and terminate this Lease by giving Lessee thirty (30) days written notice of termination. In the development of the Premises or any portion thereof, and notification of cancellation and termination of this Lease or partial termination of the Lease by Lessor, Lessor shall prorate the Rest (as defined below) and reimburse Lessee for any unearned rent. Lessor reserves the right to assign this Lease.

3. Rent. Lessee agrees to pay Lessor without any prior demand therefore and without any deduction or setoff whatsoever as fixed rent, the sum of One Hundred Eighty-two U.S. Dollars (\$182.00) for the term of the lease as described above. The address for payment of Rent to Lessor is listed in Section 15(e) of this Lease.

4. Maintenance. Lessee agrees and covenants to keep and maintain in good repair all fenced and other improvements on the Premises. Lessee shall not cut or otherwise damage or destroy trees of any kind growing upon the Premises without prior written consent of the Lessor. Lessee shall not permit weeds or noxious plants or grasses to grow while the same may be kept down or

eradicated by reasonable diligence and sound conservation practices. Lessee agrees to mow the permanent pastureland and dormant cultivation at such times as are needed. Lessee agrees to keep the Premises free from any accumulation of trash or refuse. Lessee shall not permit the scattering of wire or the placement of bailing wire on fences. Lessee agrees to not overstock the Premises with cattle or livestock and further agrees that Lessor shall be the sole judge of the capacity of the pasture and number of livestock that should graze thereon and Lessee agrees to abide the Lessor's decision in this matter.

5. Improvements and Major Repairs. Lessee may not make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. Alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessee shall not mortgage or encumber any part of the Premises. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Premises.

6. Water Supply. Lessor shall have no responsibility or liability for supplying water to the Premises. Lessor shall not be required to furnish water for the benefit of Lessee, and if any buildings on the Premises shall be destroyed or damaged by a fire or any other cause, Lessor shall not be required to repair or replace the same or furnish a substitute for Lessee, and shall not be liable for any damaged or destroyed contents of the Lessee.

7. Right to Enter. Lessor or its authorized representatives shall have the right, at any reasonable time, to enter on the Premises for the purposes of making major repairs, alterations, improvements, examinations or surveys, and for the inspection of the Premises, including soil tests and borings on the Premises as it shall deem necessary or advisable. Lessor further reserves for itself the right to enter the Premises for the purpose of hunting wild game, birds, and for fishing.

8. No Partnership. This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other.

9. Indemnification. Lessee agrees to indemnify and hold harmless Lessor and its officers, directors, employees and agents, from and against any and all claims, demands, liabilities, damages, including punitive damages, losses, injuries to person or property, or responsibility arising therefrom, costs, and expenses, including reasonable attorney's fees, for the defense thereof, arising from Lessee's use of the Premises, or from any act or omission by Lessee, its agents, servants, employees, contractors, guests or invitees on or about the Premises during the term of this Agreement or prior to or after the term of the Agreement, it being the intent of the parties that Lessee's indemnity obligation be without limit and without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint, concurrent or contractual, active or passive, including gross negligence. In the event that any action or

proceeding is brought against Lessor by reason of any of the above, Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of loss and damage from any source to Lessee's property, or property under Lessee's control, in, upon, or about the Premises or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor harmless from and against such claims by others, and Lessee agrees that this indemnification is intended to be as broad and inclusive as it permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall continue in full legal force and effect.

10. Compliance with Law. Lessee shall, at Lessee's sole cost and expense, during the term hereof, comply with all laws and regulations of any governmental authority affecting the Premises including without limitations, the Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor and the Premises free and harmless from all liens, claims, demands or actions, which may result from the failure, neglect or refusal of Lessee to comply with said laws or regulations or claims by others.

11. No Assignment or Sublease. Lessee may not assign this Lease nor sublease any portion of the Premises without the prior written consent of Lessor.

12. Utility Charges. Lessee shall pay all utility charges, including without limitation, electricity, heat, water, gas, power, garbage, communications, and sewer services used in and about the Premises, to be paid before the same becomes delinquent.

13. Breach. If Lessor or Lessee fails to carry out any provisions of the Agreement, the other party shall have the right to terminate this Lease on thirty (30) days written notice to the offending party of his intention to do so.

14. Entire Agreement-Amendment. This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

15. Other Provisions.

a. Insurance. Lessee shall maintain liability insurance for the Premises, insuring Lessor from acts involving death or bodily injury in an amount equal to \$1,000,000.00 per occurrence. Lessor shall be listed as an insured on the policy. Lessee shall maintain insurance on its personal property located on the Premises.

b. Lessee's Acceptance of the Premises. Lessee accepts the Premises "AS IS" "WITH ALL FAULTS", and in its present condition. Lessee represents that the Premises are suitable for Lessee's purposes.

c. Attorney's Fees. If either party retains an attorney to enforce this Lease, the prevailing party shall be entitled to recover attorney's fees and costs relating thereto.

d. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

e. Notices. Any notice required or permitted hereunder must be in writing. Any notice required by this Lease will be deemed to be delivered three (3) days after (whether actually received or not) deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses for notice shall be as follows:

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

Lessee: Wayne Haynes Estate
c/o Ron Haynes
6536 Lake Side Circle
North Richland Hills, TX 76180

f. Any and all other leases between Lessor and Lessee in reference to the premises are hereby deemed null and void.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Lease to be effective as of the date first above written.

LESSOR:

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

By:_____

Name: Thomas E. Hayden

Title: Mayor

LESSEE:

By:_____

Name: Wayne Haynes Estate
Ron Haynes, Executor



TOWN COUNCIL AGENDA ITEM NO. 6

REGULAR ITEM

DATE: May 15, 2017

FROM: Theresa Scott, Town Secretary

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

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 1, 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 May 1, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 1, 2017**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 1ST DAY OF MAY 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/05012017-1305> *(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
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
David Bauer	Construction Manager

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 Henry Meeks gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

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

Whitney McGee & Monya Crow with WATCH, the Denton County Behavioral Health Leadership Team, the Denton County MHMR Center, and United Way of Denton County accepted the proclamation to support Children's Mental Health Awareness Day.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 1, 2017**PAGE 2****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
1.	Carol Kyer, 2616 Crepe Myrtle Dr	Habitat for Humanity project report
2.	Louis Wei, 509 Landwyck Ln	Resignation from Transportation Commission

F. ANNOUNCEMENTS

Mayor Pro Tem Bryant announced early voting and election day polling hours.

Councilmember Jason Webb had the following announcements:

- May concerts in the Park at Heritage Park
- National Day of Prayer event this week and how it's appropriate given recent events in our neighboring communities, state and country.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects.
 - Heritage Park Phase 3
 - FM 2499 roadway drainage improvement project
2. Economic Development projects.
 - Met new manager for Courtyard by Marriott
 - CVS is now under construction
 - Fit Manufacturing is expanding
 - Order Talk is expanding
 - Slim Chickens restaurant is coming and will be located North of Taco Bueno

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

- When does Courtyard by Marriott anticipate opening
 - For the work at 2499 near the flyover, will the road extend past the traffic signal
3. New town hall and library expansion.
 - For Town Hall, the site plan is going to P & Z next Monday with both the site plan and guaranteed maximum price to be set by Council scheduled for the June 5th Council meeting
 - For the Library, there is a TIRZ board meeting later this month

H. FUTURE AGENDA ITEMS

1. Mayor Hayden indicated he would like a future discussion about solar panels to fully understand what the regulations are and if there should be any modifications to the ordinance to be more accommodating for residents.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 1, 2017

PAGE 3

I. COORDINATION OF CALENDARS

Mayor Hayden announced that the next Town Council regular meeting is scheduled for Monday, May 15, 2017.

J. CONSENT ITEMS

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

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

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

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

Councilmember McDaniel moved to approve by consent Items 1 – 2. 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: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE****K. REGULAR ITEMS**

3. 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.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- Items associated with the contract

Mr. Bauer responded to questions from Council as follows:

- Proximity from the pavilion to the splash pad
- Will there be ample shade structures
- How much disruption to the park access will there be during construction, and if so, for how long

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 1, 2017

PAGE 4

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

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN****NAYS: NONE****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 a brief discussion as to whether Mr. Wei submitted his resignation in writing prior to the meeting.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 6:27 p.m. on May 1, 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 6:35 p.m. on May 1, 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 Bryan Webb moved to approve an ordinance which modifies the compensation package of the municipal court judge. Councilmember Jason Webb seconded the motion.

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

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 1, 2017**PAGE 5**

- 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 6:36 p.m. on Monday, May 1, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

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TOWN COUNCIL AGENDA ITEM NO. 7

REGULAR ITEM

DATE: May 15, 2017

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of an agreement with All City Management Services (ACMS), and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: We propose Flower Mound should enter into a contract with All Cities Management Services to assist in the continued implementation of the school crossing guard program.

As illustrated below, the five year annual expenditure history of the crossing guard program exceeds the budgeted amount by an average of 12.57%. This overage was offset in salary savings related to vacancies in previous years. Based on this five year average, the projection for this fiscal year would estimate the true end of year cost at \$483,594. We have calculated, to the best of our ability, additional non-listed expenses such as police officer backfill, Human Resource expenses, training and more that show the total budgetary liability to be \$556,157 for FY 17/18. ACMS has offered a contract to transition the program to private management for \$562,456.

FY	Budget	Actual Spent	Projected	% Over Budget
2016-2017	429,594.00	450,000.00*	483,594.00	12.57
2015-2016	396,750.00	439,504.00		10.78
2014-2015	386,906.00	449,509.88		16.18
2013-2014	379,762.00	428,316.71		12.79
2012-2013	374,806.00	414,300.25		10.54

The below line items are expenses included in the existing program budget:

- Cell phone allowance – 100-640-43500-1320 (\$480)
- Worker's comp claims – 100-640-43500-1150 (\$2,870)
- Unemployment – 100-640-43500-1160 (\$3,564)
- Hiring expenses – 100-640-43500-2150

The below line items could be reduced in the line item budget if the program was contracted:

- Training expenses – 100-640-43500-5060 (\$1,000)
- Equipment – 100-640-43500-2150 (\$1,500)
- Mileage – 100-640-43500-5060 (\$687)

Financial liability in addition to current Town budget for crossing guard program:

- Police Officer Overtime Compensation to fill annual average of unmanned crosswalks- (\$69,583)
- Savings recognized by reducing above three line items (\$3,187)

Current Staffing

Flower Mound has 51 crossing guard positions, including six substitute positions to staff 76 crossing locations. There is one supervisor and two "lead guards" included in these 51 positions as well. The Flower Mound crossing guard program has been difficult to manage and staff for the past several years.

This past August we started the school year 10 crossing guards less than our allotted 51 positions. This is not unique to the 2016 school year. Many crossing guards quit over the summer months, or often times a few days before school starts. In the past two years we've lost 18 crossing guards through turnover. The guards work split shifts in numerous locations for low pay, and often call in or fail to show up for work. Human Resources estimates that each new hire takes an average investment of 3 man hours to hire. For worker's compensation claims and unemployment insurance administrative work, Human Resources estimates an average of three hours per incident with as many as five incidents per year. Over the last two years, that amounts to an average of 69 man hours per year just for Human Resources.

The 51 positions are not representative of the total number of student crossings in town. . We have many locations that require multiple guards. Also, many guards cover an elementary school, and then cover a middle school immediately after their first assignment. We have 47 elementary school crossing positions and 31 middle school crossing positions.

Our 51 guards must cover 76 positions each day for 175 school days, over 27,000 annual duty hours. If we fall short of staffing capability we must cover crosswalks with on-duty police personnel or overtime police personnel. We have historically used police officers for 410 hours of crosswalk duty during the school year and unpaid volunteers for 822 hours annually. It is very unlikely that we will be able to continue using volunteers for these duties to this extent. For purposes of calculating the amount of financial liability for the program, we should calculate using police to fill the assignments at an overtime rate so that we can maintain effective and efficient police response for the remainder of the Town, our primary duty. Therefore, 1232 hours calculated at the average patrol officer overtime rate (plus 3% for anticipated pay adjustment FY 17/18) of \$56.48/hr. This provides a total financial liability to the Town of \$69,583.

Proposal

The Finance Department projected total crossing guard expenses this year to exceed budget by \$20,406. That puts the budget around \$450,000. The projection included payroll taxes. Reducing the training budget by \$1,000 and the equipment budget by \$1,500 annually would offset that cost by an additional \$2,500. Then, factor in the outstanding financial liability for using police overtime to fill the average unmanned crossings at a cost of \$72,563, and the total cost of the program is \$522,563. If the annual program cost includes the average 12.57% over budget amount, then the total cost would be an additional \$33,594, or \$556,157.

ACMS sent a cost proposal of \$562,456 to take over our program. The proposal takes all factors into account including our guards' current rate of pay and is estimated on 51 positions and a 27,612 hour work-year. This also includes pay for three lead guards as well as a 3% pay increase for all crossing guards for the coming school year.

All City Management Services (ACMS) is a California company that specializes in the privatization and management of school crossing guard programs. They address transitioning existing employees, orientation, training, recruitment and staffing. They also incorporate existing personnel into their organization. They have standards of procedure, employee handbooks, a field training program, and

regular site visits with area supervisors. ACMS has been in business since 1985 and several Texas agencies currently use them. The City of Carrollton has used ACMS for three years. They reported that ACMS is easy to work with, complaints are rare, and crosswalks get staffed. Additionally, Highland Park ISD PD (covering University Park and Highland Park), New Braunfels PD, City of Midland PD, City of Odessa PD, and Corpus Christi PD all use and highly recommend ACMS.

Invoices would be mailed every two weeks with a work summary detailing each site, each day, and the hours worked at the site.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: This fiscal year contractually we would pay ACMS for 24 school days (August and September) at \$20.37 per hour per guard for 2.1 hours per guard. Adding in a 3% adjustment for raises over the 2016/1017 FY for the 2017/2018 FY results in a projected budget for FY 2017/1018 of \$498,102.00, or an increase of \$14,508.00, which results in a savings of \$8,209.00.

Proposed Expenditure:	Account Number(s):
\$8,209.00 estimated savings	Various accounts

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



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

ATTACHMENTS:

1. All City Management Services Agreement

DRAFT MOTION: Move to approve an agreement with All City Management Services (ACMS) and authorize the Mayor to execute same on behalf of the Town.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT made and entered into this May 15, 2017 by and between the TOWN OF FLOWER MOUND, TX. hereinafter called the "Town", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences upon Contractor's best availability on or around August 28, 2017 and ends on June 30, 2018 and for such term thereafter as the parties may agree upon in writing.
2. The Contractor will provide 51 personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Town.
3. The Town's representative in dealing with the Contractor shall be designated by Flower Mound Police Department.
4. The Town shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws of the State of Texas and the Flower Mound Code.
7. Persons provided by the Contractor as Crossing Guards shall be trained in the laws of the State of Texas and the Flower Mound Code pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which School is in session. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Town a Certificate of Insurance naming the Town and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Town, its officers, agents and interest of the Town. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after sixty (60) days written notice has been given to the designee for the Town of Flower Mound.
11. Contractor agrees to indemnify the Town, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent or intentional acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein. This indemnification is limited to the maximum combined aggregate of the general liability and umbrella insurance policies of \$9 million dollars.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay Town, its officers, agents, or employees, any and all costs and expenses incurred by the Town, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
12. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.
13. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the Town.

14. The Town agrees to pay the Contractor for services rendered pursuant to this Agreement the sum Twenty Dollars and Thirty-seven Cents (**\$20.37**) per hour, per guard during the contract period.

Contractor has based pricing upon 76 crossing guard sites and compensated per the schedule provided by the Town for 175 school days annually. Contractor shall provide 3 Area Supervisors to oversee the program. Contractor estimates a Not to Exceed Price of \$562,456 based upon 27,612 billing hours, per school year.

Effective December 1, 2017; if Contractor after ten minutes past scheduled service start time, fails to perform service, requiring the Town to deploy a Police Officer or other Town employee to perform service, Contractor shall credit Town the sum of \$40.00 per shift worked by Town employee.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the contract period as a result of legislatively mandated increases in wages or benefits to State of Texas and or local municipality employees. Contractor shall provide Town with 60 days written notice of its request to increase pricing. Town agrees to review and respond to said notice within 30 days of service.
17. The Town shall have an option to renew this contract by amendment. In the event this Agreement is extended beyond June 30, 2018; the compensation and terms for services shall be established by mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Town of Flower Mound

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Thomas E. Hayden, Mayor
Print Name and Title

Date _____

Date _____



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: May 15, 2017

FROM: Doug Powell, Executive Director of Development Services

ITEM: Consider approval of a request (MISC17-0005) for a variance to Section 34-182(b)(5), entitled "Construction work," of the Code of Ordinances to allow extended hours for construction of the Lakeside Tower development.

BACKGROUND INFORMATION: The purpose of this request is to allow concrete placement associated with the construction of the Lakeside Tower development to occur outside of the normal construction hours as prescribed by the Town's Code of Ordinances (Attachment 1).

The Lakeside Tower is a 15-story, high-rise development which does not easily fit within the typical Town standards and regulations. In this instance the building process necessitates repeated concrete pours over several months. The applicant has requested a blanket approval for allowing extended work hours, starting immediately and continuing through September 2017, in order to accomplish this unique construction process. They have further defined the rationale and specific parameters for the request in the attached presentation (Attachment 2). Town Code does not have a mechanism for a blanket administrative approval, so this item is being considered through a variance approval by the Town Council.

To date, Town staff has granted permission of only one request by the applicant for extended work hours on this project. It was limited to an early-morning concrete pour on Saturday, April 22, 2017. Staff did not receive any complaints due to this activity. If the Town Council grants this variance, Town staff will attach the parameters as described by the applicant to the building permits for the purpose of monitoring compliance and enforcement.

ATTACHMENTS:

1. Chapter 34, Article III – Noise Control
2. Lakeside Tower Construction Presentation

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

DRAFT MOTION: Move to approve a request (MISC17-0005) for a variance to Section 34-182(b)(5), entitled "Construction work," of the Code of Ordinances to allow extended hours for construction of the Lakeside Tower development.

Chapter 34 Article III – Noise Control**Sec. 34-154. - Permits of variance.**

The director is authorized to grant permits for relief of any provision in this article on the basis of undue hardship in cases where:

1. The sound source will be of short duration and the activity cannot be conducted in a manner as to comply with this article.
2. Additional time is necessary for the applicant to alter or modify their activity or operation to comply with this article.
3. No reasonable alternative is available to the applicant.
4. An automatic variance will be granted without the payment of permit fees for the purpose of conducting parades or other public events, provided that any noise disturbance created by such activity will be abated when such request is made by a town official authorized to enforce this article.
5. The town manager or designated representative may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects and may suspend any permit issued for violating any provisions prescribed in the permit of variance.

A nominal fee shall be charged to each applicant for processing permit applications. Fee schedules shall be approved by town council resolution.

Sec. 34-155. - Appeals.

- a) Any applicant who has been denied a permit of variance or any permittee whose permit has been suspended shall have the right to a hearing before the town council.
- b) Requests for a hearing shall be made in writing and received by the director within ten days of the date of the denial or the issuance date of the notice on suspension. The director shall schedule a hearing before the town council within 20 days of receipt of the request.
- c) The town council shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the director. Additionally, the town council shall have the authority to accept written and verbal testimony from the director, applicant and interested citizens.
- d) The town council shall have the authority to assess whether the director acted properly within its powers under this article in its denial or suspension of a permit. The majority vote of the town council shall determine whether to uphold or reject the director's action. Upholding the action of the director shall affirm the denial or suspension. Rejection of the director's action shall automatically reinstate a suspended permit.
- e) No person whose permit has been denied or suspended, shall create or allow the creation of the noise in dispute prior to final determination by the town council.

Sec. 34-182. - Prohibited noise.

- a) No person shall allow, make or cause to be made any unreasonably loud or disturbing noise in the town which is offensive to an adult person within the town, which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort, nor shall any person allow, make or cause to be made any unreasonably loud or disturbing noise in the town.
- b) The following activities, among others but not to exclude other such acts, are declared to create unreasonably loud or disturbing noises in violation of this article, unless a permit of variance as provided in [section 34-154](#) is first obtained, namely:
 - 1. *Animals.* Owning, keeping, possessing or harboring any animals which, by noise making, disturb or interfere with the peace, comfort or repose of neighboring residents, or cause a noise disturbance. The provisions of this article shall apply to all public and private facilities, including any animal shelter or commercial kennel, which hold or treat animals.
 - 2. *Radios, television sets, musical instruments, loud speaking amplifiers and similar devices.* The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound in such a manner as to violate [section 34-181](#) or cause a noise disturbance. The operation of any such radio, instrument, phonograph, television set, machine, loudspeakers or similar device between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located, shall be prima facie evidence of a violation of this article. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention to any cause or demonstration, or to any performance, show, sale or display of merchandise so as to attract customers to any place of business when such use is done in a manner which violates [section 34-181](#) or causes a noise disturbance. The use of mechanical devices, loudspeakers, sound amplifiers or other instruments or devices on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale or display of merchandise when such use is done in a manner which violates [section 34-181](#) or causes a noise disturbance.
 - 3. *Yelling, shouting, hooting, whistling and singing.* The yelling, shouting, crying, hooting, whistling or singing of peddlers, hawkers or any other person in a manner that causes a noise disturbance.
 - 4. *Loading operations.* The loading or unloading of any vehicle between the hours of 7:00 p.m. and 7:00 a.m. the following day on any premises in a residential district, or within 500 feet of any residence in such a manner as to cause a noise disturbance.
 - 5. *Construction work.* Operating or permitting to be operated in a nonresidential district any equipment used in commercial construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto which exceed the sound level limits for an industrial land use as set forth in [section 34-181](#) as measured on the property boundary of the receiving land use. Operating or permitting to be operated in a

residential district, or within 500 feet of any residence, any equipment used in commercial construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto and/or the erection, including excavation, demolition, alteration or repair of any building in a residential district, or within 500 feet of any residence, at times other than between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Friday, and 9:00 a.m. and 5:00 p.m. on Saturday and Sunday.

6. *Vehicle repairs or testing.* The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft on private property, on a public right-of-way, on a public space, or in a quiet zone, between the hours of 7:00 p.m. and 7:00 a.m. the following day in such a manner as to cause a noise disturbance.
7. *Impulsive sources.* Causing impulsive sound sources including, but not limited to, the use of fireworks, explosives, the firing of guns or other explosive devices in such a manner as to cause a noise disturbance. This is not intended to preclude any existing ordinances prohibiting such acts.
8. *Powered model mechanical devices.* The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices, between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to cause a noise disturbance.
9. *Refuse compacting vehicles.* Operating or permitting to be operated any refuse compacting, processing or collection vehicle or parking lot sweeper between the hours of 10:00 p.m. and 7:00 a.m. the following day in any residential district, or within 500 feet of any residence in such a manner as to cause a noise disturbance.
10. *Quiet zone.* Creating a noise disturbance on any street adjacent to any school, hospital, clinic or other noise sensitive facility, when conspicuous signs are located at such streets indicating that schools, hospitals, clinics or other noise sensitive facilities are adjacent thereto.
11. *Vibration.* Using or causing the use of any device that creates any ground vibration which is perceptible without instruments at any point on or beyond the property boundary of the source if on private property or at 50 feet from the source if on a public space or public right-of-way.
12. *Stationary nonemergency signaling devices.* Sounding or permitting the sounding of any electronically activated or amplified signal from any stationary bell, chime, siren, whistle, or similar device, intended primarily for nonemergency purposes, from any place for more than five minutes during any consecutive 60-minute period.

Lakeside Tower Construction Presentation

April 12th, 2017



Early Morning Concrete Pours

Yates Construction will need to work outside of the normal construction hours for concrete placement.

Reasons:

- *Earlier pouring times will eliminate any traffic back-up or issues that would occur on Lakeside Parkway if concrete placement began during rush hour.*
- *A cooler climate is necessary to insure the structural integrity of the concrete.*
- *Pouring early will allow for better control of the placing and curing process of the concrete, due to the lower temperatures. This is crucial on high-rise construction that has multiple post tension floor decks.*

Concrete Pour Schedule

Yates Construction predicts to work outside of normal business hours starting *effective immediately and will continue through the beginning of September 2017.*

Yates Construction will work outside of normal construction hours *approximately once every 10 to 12 days.*

This work will commence around *4:00-4:30am.*

Yates Construction should return to normal concrete placement hours by the *end of September 2017.*

There will be a maximum of **6 concrete trucks** on-site at one time, and *30 trucks are needed for each pour.* The entire concrete pouring process *should take 3 hours.*

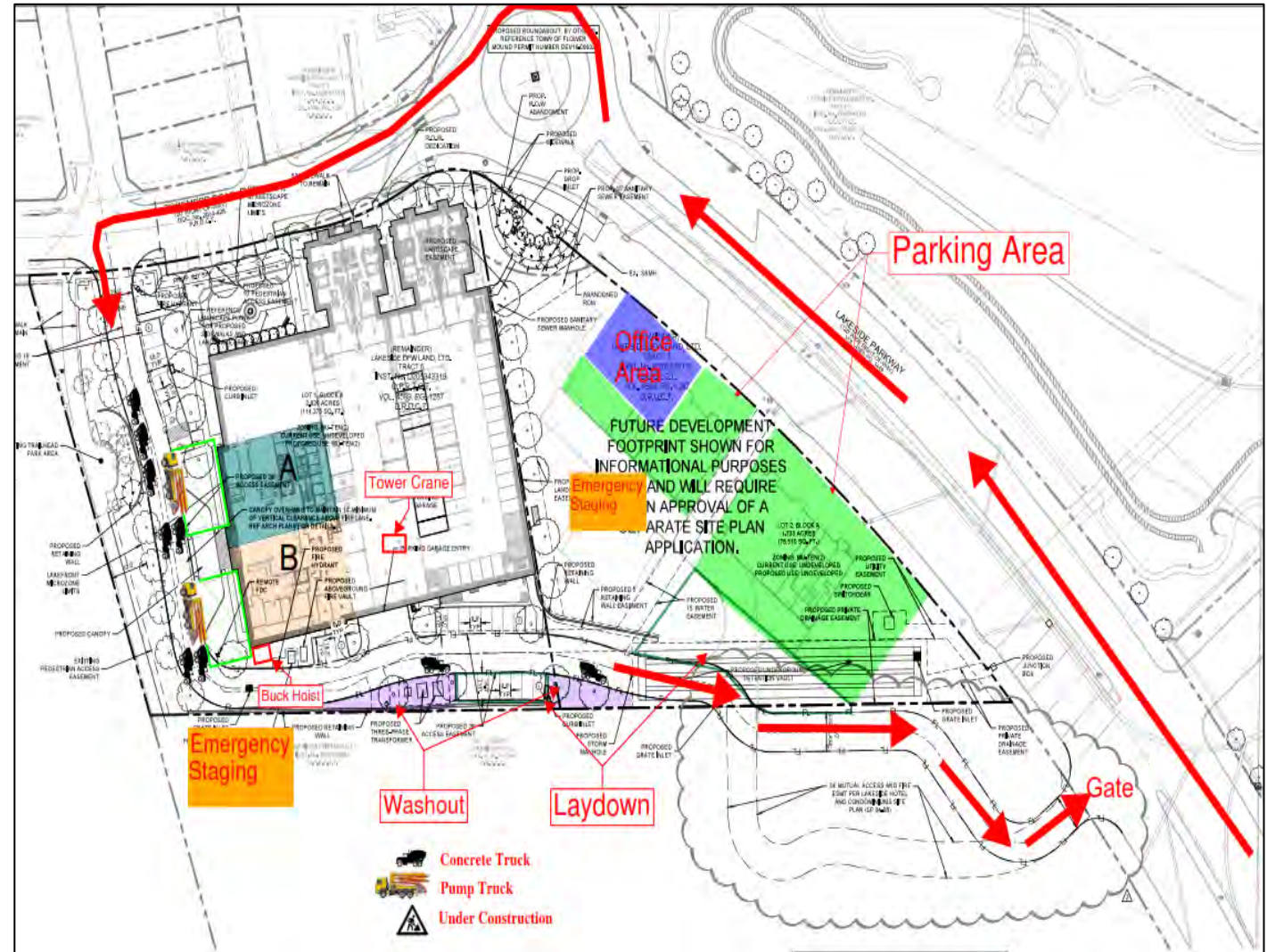
The concrete trucks *should not* “stack” on Edgemere Road and *will line-up on site at all times (see “Concrete Pour Logistics”).*

Concrete Pour Logistics

All concrete trucks will enter the site through Edgemere Road and exit on Lakeside Parkway.

Benefits:

- The noise level of the pump and concrete trucks are mitigated.
- Trucks should never be lined up on Edgemere or Lakeside Parkway, eliminating added traffic concerns.
- Trucks will not need to turn around on-site, eliminating the loud reverse signals and making it safer for the construction workers and truck drivers.



Construction Decibel Levels

Construction Machinery Maximum Decibel levels (dBA):

- *Concrete Mixer and Pump Trucks have a measured dBA of 55 at 50 feet away, while idling.*

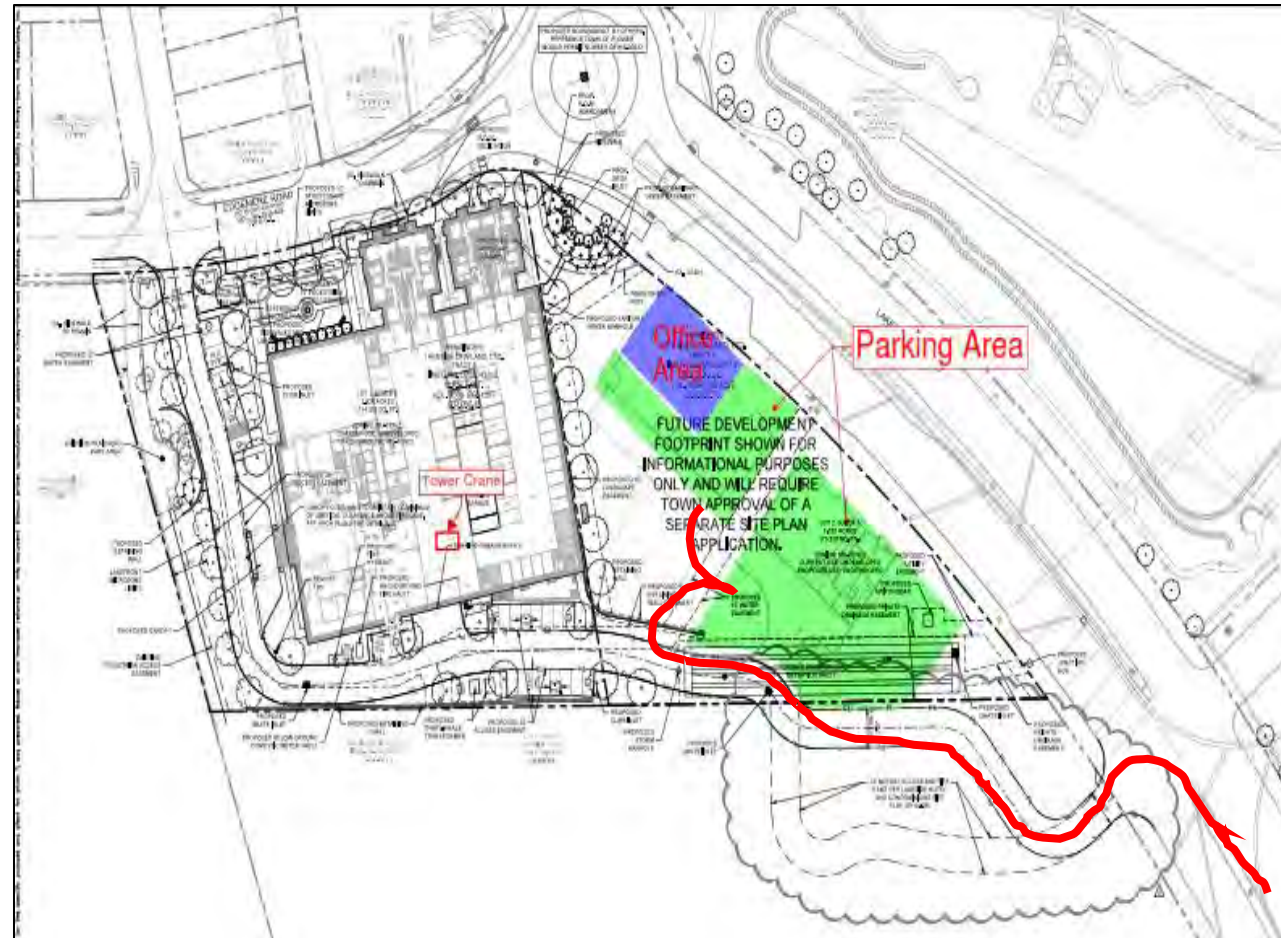
The closest Lakeside Resident lives approximately 150 feet from the site of concrete placement.

Real-World Comparisons:

- *A business office has a dBA of 60*
- *A toilet flushing has a dBA of 70*
- *A washing machine has a dBA of 70*

Approved Employee Parking Locations

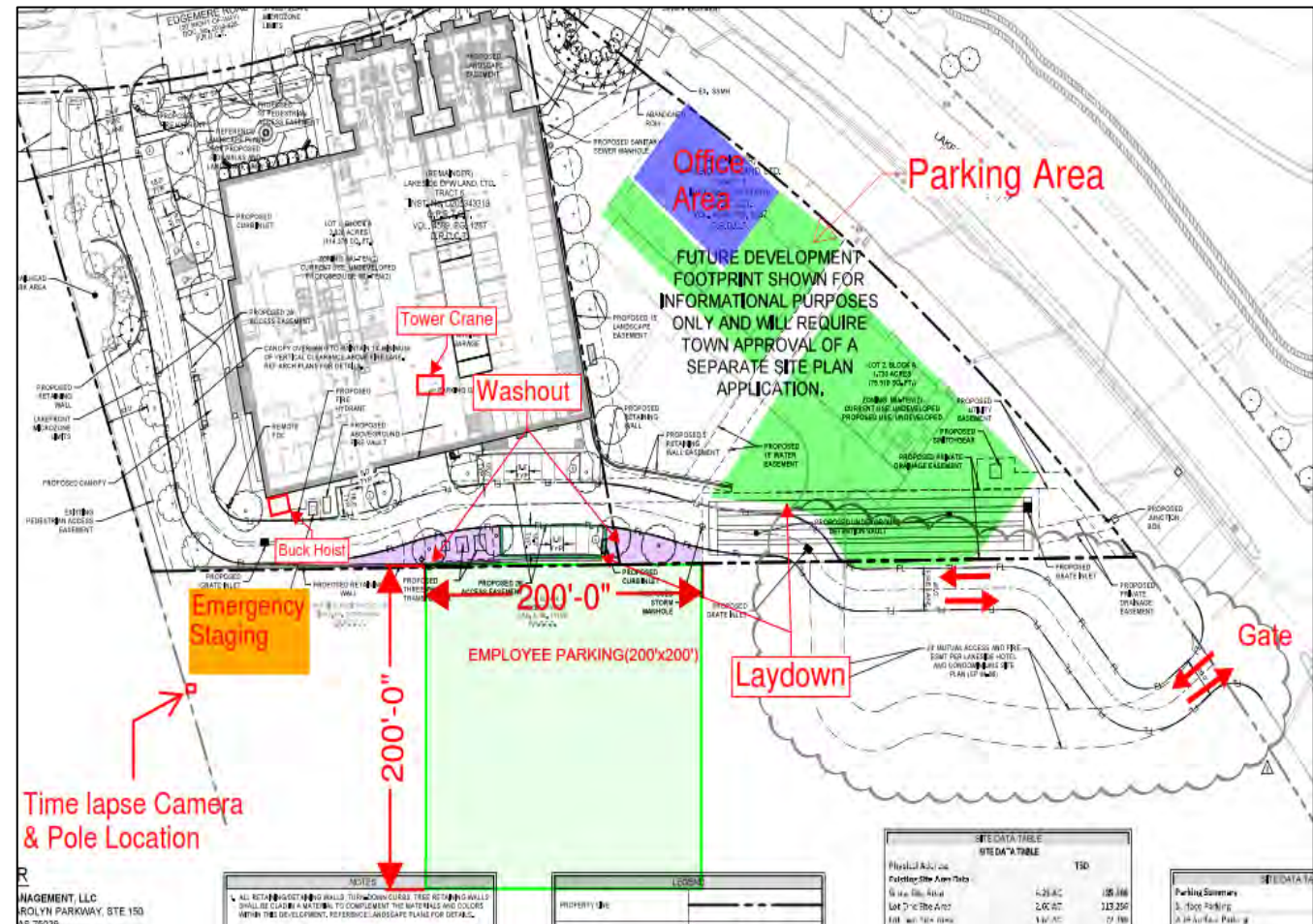
The employee parking is shown on the Exhibit to the right. Each employee will enter from Lakeside Parkway and exit through the same entrance.



Proposed Employee Parking Locations

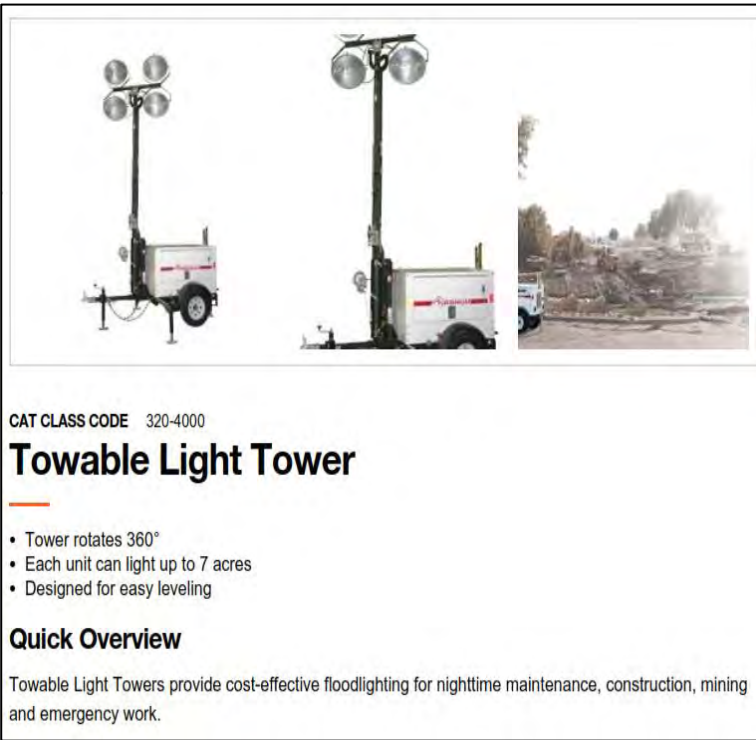
Additional employee parking is shown on the Exhibit to the right. Each employee will enter from Lakeside Parkway and exit through the same entrance.

*Realty Capital Management and Yates Construction are currently working on a Development Permit to have this plan approved by the Town.

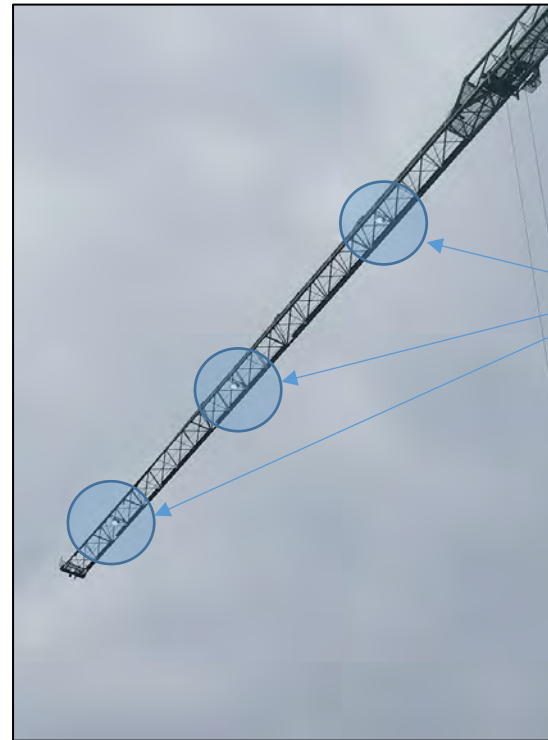


Construction Lighting

Towable Light Tower



Crane Lights



The “Towable Light Tower” will be used for additional lighting to ensure the safety of all the workers on-site.

Temporary lights will be installed along the horizontal section of the construction crane when Yates Construction begins pouring concrete.

All temporary lighting will follow the Division 6 – Outdoor Lighting Flower Mound Ordinance, and point downward towards the work area from 4:00am to daylight (6:30am to 7:00am).

Community Outreach

Realty Capital Management held two exclusive events in March at Mio Nonno and Carvao Prime Brazilian Steakhouse for the residents of Village Oaks and Lakeside DFW, offering appetizers and beverages to all attendees.

Realty Capital and Yates Construction gave presentations that covered construction details, contact information, and answered questions from the residents.

Handouts of the package have been distributed to the closest residents to the construction site.



Community Outreach Invites

Village Oaks
&
The Lakeside Tower
Builder Team

GET TOGETHER!

We'd love to meet our Village Oaks neighbors

DATE: Monday, March 13, 2017
PLACE: Mio Nonno
The newest restaurant in The Shops at Lakeside at 2450 Lakeside Parkway
TIME: 5:30 pm - 6:30 pm

The Lakeside
Tower



Lakeside Owners
&
The Lakeside Tower
Builder Team

GET TOGETHER!

We'd love to meet our neighbors

DATE: Monday, March 20, 2017
PLACE: Carvao Brazilian Steakhouse
The Shops at Lakeside at 2401 Lakeside Parkway
TIME: 5:30 pm - 6:30 pm
Appetizers & Drinks Will be Served

The Lakeside
Tower



Information on the construction of the
Lakeside Tower will be available

Contact Information

Yates Construction and Baker Concrete will be the responsible parties for maintaining compliance with the Town of Flower Mound's operating protocols.

Yates Construction

Rick Richards

Cell Phone: (601) 238-4836

Email: rrichards@wgyates.com

ZR Saenz

Cell Phone: (281) 475-6183

Email: zsaenz@wgyates.com

Baker Concrete

Dan Eynon

Cell Phone: (303) 356-5351

Email: eynon@bakerconcrete.com

Hugo Resendiz

Cell Phone: (281) 802-6597



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: May 15, 2017

FROM: Robert Pegg, Engineering Manager

ITEM: 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.

BACKGROUND INFORMATION: CalAtlantic Homes of Texas, Inc. is currently developing the Bradford Parks residential subdivision in Flower Mound. As part of the overall Bradford Parks development CalAtlantic plans to realign and widen the existing Waketon Road and relocate existing Town utilities in order to comply with the Town's Thoroughfare Master Plan. Waketon Road is identified on the Town's Master Plan and the developer is therefore entitled to reimbursement for their costs that exceed their impact fee requirements. This agreement allows for the Town to reimburse CalAtlantic Homes of Texas, Inc. for the Town's share of the construction costs associated with the infrastructure improvements.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$4,141,064.00

Proposed Expenditure:	Account Number(s):
\$2,763,430.00 Waketon Road	308-103-70465
440,724.00 Waketon Road Water line	308-103-70465
762,275.00 Rippy Road	TIRZ Funds, CIP Amendment 5
174,635.00 Rippy Road Water Line	Impact Fee Credits

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

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

ATTACHMENTS:

1. Development Agreement for Bradford Parks

RECOMMENDATION: Move to approve 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.

DEVELOPMENT AGREEMENT FOR BRADFORD PARK

THIS DEVELOPMENT AGREEMENT FOR BRADFORD PARK ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the Town of Flower Mound, Texas (the "Town"), and CalAtlantic Homes of Texas, Inc., a Delaware corporation ("Developer").

WITNESSETH:

WHEREAS, the Bradford Park Project ("Project") is a development approved by the Town as set forth on Exhibit "1" and encompassing approximately 54.05 acres in Flower Mound as described by metes and bounds on Exhibit "2"; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the construction of a roadway and construction of utilities, among other matters and to provide for reimbursement by the Town of certain infrastructure construction costs; and

WHEREAS, the Town and Developer acknowledge and agree that the Town's participation in the cost of the improvements as detailed herein shall not exceed thirty percent (30%) of the total cost for construction of all improvements in or related to the development of the Project pursuant to Exhibit "1", and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before construction begins; and

WHEREAS, the Town and Developer desire to address (1) infrastructure and related concerns associated with the Project due to its location; (2) the anticipated roadway and related improvements to be constructed at and near the Project necessitated by the development of the Project; and (3) the concern for the public health, safety and welfare due to the foregoing; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through development agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. Project Subject to Town Ordinances. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. Rippy Road Paving and Drainage.

A. Conditioned upon the Town's approval of construction plans and a schedule of values reasonably acceptable to Town and Developer, Developer agrees to reconstruct Rippy Road from the southern edge of the Bradford Park Development 927 feet north to the beginning of the below defined Waketon Road Improvements as more particularly shown on Section "A" of Exhibit "3," attached and incorporated herein for all purposes ("Rippy Road Improvements"). Developer will reconstruct the road in accordance with the Town's Standard Paving Detail for an Urban Collector roadway as depicted in Exhibit "4," attached and incorporated herein for all purposes.

B. Prior to commencing construction, Developer shall submit construction plans for the Rippy Road Improvements to the Town for review and approval. Upon approval of the plans, Developer shall submit a schedule of values detailing an estimated cost for the Rippy Road Improvements to the Town for review and approval. Upon approval of the schedule of values, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Rippy Road Improvements.

C. The estimated cost of the Rippy Road Improvements is \$762,275.00 and includes construction costs and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs. Developer understands that the actual cost of the Rippy Road Improvements will be determined by the Town approved schedule of values for the Rippy Road Improvements which will be the basis for reimbursement from the Town. Developer will be responsible for payment of all costs for the Rippy Road Improvements as required herein and shall be entitled to reimbursement from the Town of the actual cost as determined by the Town approved schedule of values only upon completion and acceptance of the Rippy Road Improvements. In no event will the Town be obligated to provide reimbursement payments to Developer for the Rippy Road Improvements before October 1, 2017.

3. Rippy Road 12-Inch Water Line.

A. Conditioned upon the Town's approval of construction plans and a schedule of values reasonably acceptable to Town and Developer, Developer agrees to construct a twelve (12) inch water line ("Rippy Water Line") along the west right-of-way line of Rippy Road from the southern edge of the Project to connect to the Town's existing 16-inch water line on the north side of Waketon Road as more particularly shown on Exhibit "3."

B. Prior to commencing construction, Developer shall submit construction plans for the Rippy Water Line to the Town for review and approval. Upon approval of the plans, Developer shall submit a schedule of values detailing an estimated cost for the Rippy Water Line to the Town for review and approval. Upon approval of the schedule of values, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Rippy Water Line.

C. The estimated cost of the Rippy Water Line is \$174,635.00 and includes construction costs and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs. Developer understands that the actual cost of the Rippy Water Line will be determined by the Town approved schedule of values for the Rippy Water Line which will be the basis for reimbursement from the Town. Developer will be responsible for payment of all costs for the Rippy Water Line as required herein and shall be entitled to water impact fee credits in accordance with the actual cost as determined by the Town approved schedule of values only upon completion and acceptance of the Rippy Water Line.

4. Waketon Road Paving and Drainage.

A. Conditioned upon the Town's approval of construction plans and a schedule of values reasonably acceptable to Town and Developer, Developer agrees to reconstruct Waketon Road from the northwestern edge of the Bradford Park Development east to the beginning of the currently improved section of Waketon Road as more particularly shown on Section "B" of Exhibit "3," attached and incorporated herein for all purposes ("Waketon Road Improvements"). Developer will reconstruct the road in accordance with the Town's Standard Paving Detail for an Urban Collector roadway as depicted in Exhibit "4," attached and incorporated herein for all purposes.

B. Prior to commencing construction, Developer shall submit construction plans for the Waketon Road Improvements to the Town for review and approval. Upon approval of the plans, Developer shall submit a schedule of values detailing an estimated cost for the Waketon Road Improvements to the Town for review and approval. Upon approval of the schedule of values, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Waketon Road Improvements.

C. The estimated cost of the Waketon Road Improvements is \$2,763,430.00 and includes construction costs and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs. Developer understands that the actual cost of the Waketon Road Improvements will be determined by the Town approved schedule of values for the Waketon Road Improvements which will be the basis for reimbursement from the Town. Developer will be responsible for payment of all costs for the Waketon Road Improvements as required herein and shall be entitled to reimbursement from the Town of the actual cost as determined by the Town approved schedule of values only upon completion and acceptance of the Waketon Road Improvements.

5. Waketon Road 16-Inch Water Line.

A. Conditioned upon the Town's approval of construction plans and a schedule of values reasonably acceptable to Town and Developer, Developer agrees to demolish and reconstruct a 770 linear foot portion of sixteen (16) inch water line ("Waketon Water Line") along the north and east right-of-way line of Waketon Road as more particularly shown on Exhibit "3."

B. Prior to commencing construction, Developer shall submit construction plans for the Waketon Water Line to the Town for review and approval. Upon approval of the plans, Developer shall submit a schedule of values detailing an estimated cost for the Waketon Water Line to the Town for review and approval. Upon approval of the schedule of values, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Waketon Water Line.

C. The estimated cost of the Waketon Water Line is \$440,724.00 and includes construction costs and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs. Developer understands that the actual cost of the Waketon Water Line will be determined by the Town approved schedule of values for the Waketon Water Line which will be the basis for reimbursement from the Town. Developer will be responsible for payment of all costs for the Waketon Water Line as required herein and shall be entitled to reimbursement from the Town of the cost only upon completion and acceptance of the Waketon Water Line but under no circumstance shall the Town be obligated to reimburse Developer for an amount in excess of the approved schedule of values for the Waketon Water Line.

6. **Right-of-Way.** Developer agrees to dedicate to the Town all Right-of-Way owned by Developer and required for the Rippy Road Improvements, Rippy Water Lines, Waketon Road Improvements, and Waketon Water Line in accordance with Exhibit "5".

7. **Captions and Headings.** The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

8. **Intentionally deleted.**

9. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

10. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

If to Developer: CalAtlantic Homes of Texas, Inc.
2600 Network Blvd., Suite 600
Frisco, Texas 75034
Attn: Chip Boyd

with a copy to: CalAtlantic Group, Inc.
3030 N. Rocky Point Dr. W., Suite 350
Tampa, FL 33607
Attn: Court Terrell
Court.terrell@calatl.com
Phone: (850) 888-7101
Fax: (813) 289-5597

with a copy to: Bellinger & Suberg, LLP
10,000 North Central Expressway, Suite 900
Dallas, Texas 75231
Attn: Glen A. Bellinger
gbellinger@bellingersuberg.com
Phone: (214) 954-9540
Fax: (214) 954-9541

11. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

13. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

14. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed (a "Fully Improved Lot").

15. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents

that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

16. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

17. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).

18. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions (both construction and payment obligations) mandated by the Town associated with the Project and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions associated with the Project are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the Project that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

19. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

- | | |
|-----------|--|
| Exhibit 1 | Project Development Plan |
| Exhibit 2 | Metes and Bounds Description of the Project in the Town of Flower Mound; |
| Exhibit 3 | Map depicting construction of Rippy Road Improvements, Rippy Water Line, Waketon Road Improvements, and Waketon Water Line |

and dedication of Right-of-Way property;

Exhibit 4 Town of Flower Mound Standard Paving Detail for an Urban
Collector roadway; and

Exhibit 5 Right-of-Way Dedications

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: _____

Name: Thomas E. Hayden

Mayor, Town of Flower Mound

STATE OF TEXAS §

§

COUNTY OF DENTON §

 This instrument was acknowledged before me on this the ____ day of _____, 2017 by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

DEVELOPER:

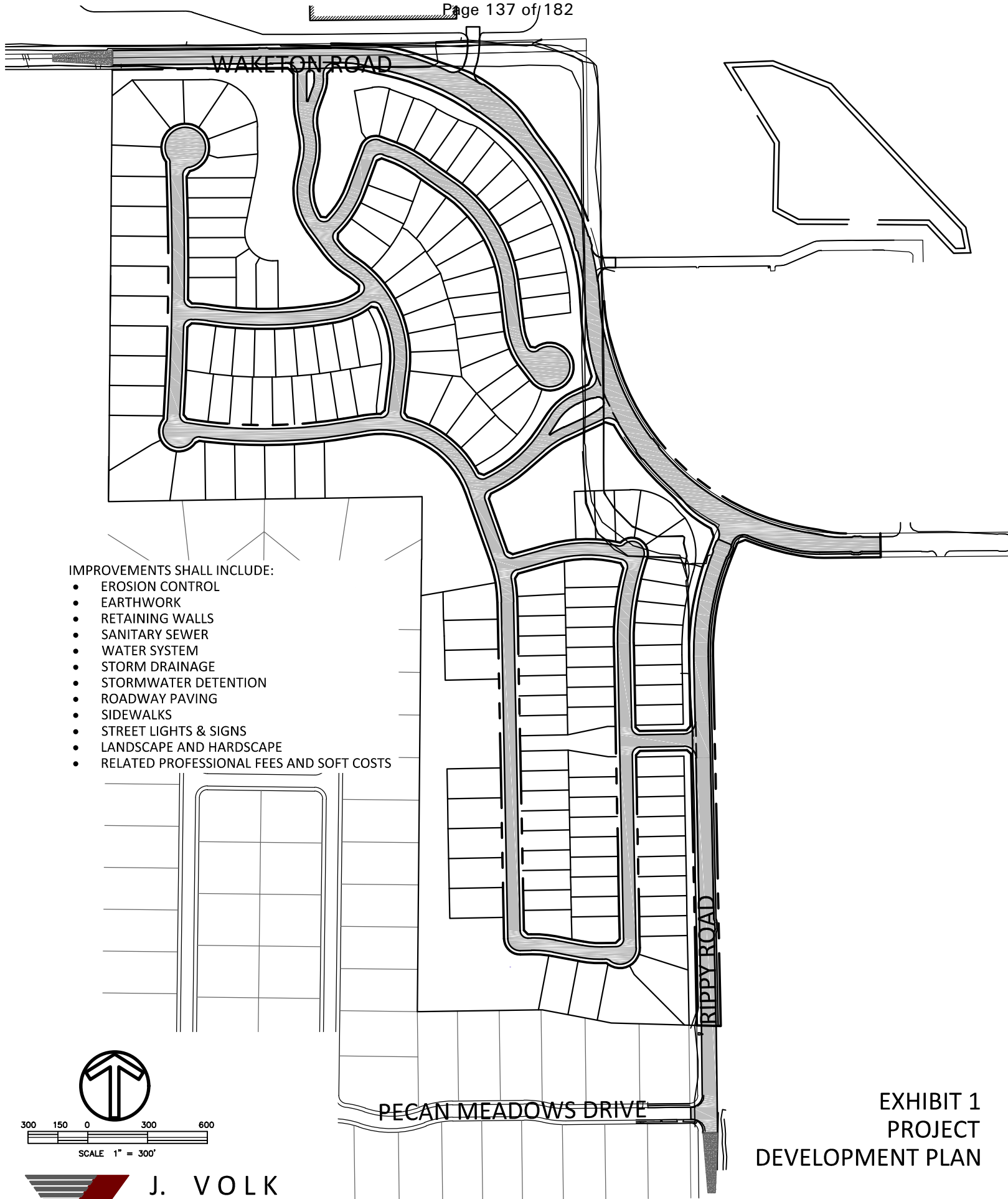
CalAtlantic Homes of Texas, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____ **§**
§
COUNTY OF _____ **§**

This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, the _____ of CalAtlantic Homes of Texas, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas



IMPROVEMENTS SHALL INCLUDE:

- EROSION CONTROL
- EARTHWORK
- RETAINING WALLS
- SANITARY SEWER
- WATER SYSTEM
- STORM DRAINAGE
- STORMWATER DETENTION
- ROADWAY PAVING
- SIDEWALKS
- STREET LIGHTS & SIGNS
- LANDSCAPE AND HARDSCAPE
- RELATED PROFESSIONAL FEES AND SOFT COSTS



300 150 0 300 600
SCALE 1" = 300'



J. VOLK
consulting

830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

EXHIBIT 1
PROJECT
DEVELOPMENT PLAN

BRADFORD PARK
FLOWER MOUND, TEXAS

EXHIBIT “2”
LEGAL DESCRIPTION
ZONING
54.052 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being all of that tract of land described in Deed to W.E. Bradford and wife, Clair Bradford, as recorded in Volume 579, Page 261, Deed Records, Denton County, Texas and being all of Lots 1-2, Block B of WAKETON RANCH, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas and being part of that tract of land described as Lot 9X, Block A of said WAKETON RANCH Addition and being part of that tract of land described in Deed to Donald R. Parks and wife, Margaret M. Parks, as recorded in Volume 929, Page 508, Deed Records, Denton County, Texas and being part of that tract of land described in Deed to Donald R. Parks and wife, Margaret Mary Parks, as recorded in Volume 1669, Page 292, Deed Records, Denton County, Texas and being all of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas and being part of that tract of land described in Deed to Hawks Ramsey, LLC, as recorded in Document No. 2007-51767, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the southwest corner of said W.E. Bradford and wife, Clair Bradford tract;

THENCE North 00 degrees 31 minutes 52 seconds East, with the west line of said W.E. Bradford and wife, Clair Bradford tract, a distance of 1,134.10 feet to a point for the northwest corner of said W.E. Bradford and wife, Clair Bradford tract;

THENCE North 89 degrees 05 minutes 46 seconds East, a distance of 0.35 feet to a point for corner;

THENCE North 00 degrees 23 minutes 27 seconds East, a distance of 157.88 feet to a 2 inch iron pipe found for the southeast corner of the above mentioned Donald R. Parks and wife, Margaret M. Parks tract;

THENCE South 89 degrees 04 minutes 11 seconds West, a distance of 786.64 feet to a 2 inch iron pipe found for the southwest corner of said Donald R. Parks and wife, Margaret M. Parks tract;

THENCE North 00 degrees 29 minutes 15 seconds East, a distance of 1,113.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “JVC” found in the south line of Waketon Road, a 30 foot right-of-way, for the northwest corner of the above mentioned Donald R. Parks and wife, Margaret M. Parks tract;

THENCE North 89 degrees 23 minutes 46 seconds East, with said south line, a distance of 548.85 feet to a point for corner;

THENCE North 00 degrees 36 minutes 14 seconds West, leaving said south line, a distance of 30.00 feet to a point for corner in the north line of said Waketon Road at the beginning of a curve to the right having a central angle of 03 degrees 37 minutes 06 seconds, a radius of 680.00 feet and a chord bearing and distance of South 88 degrees 47 minutes 40 seconds East, 42.94 feet;

THENCE Easterly, leaving said north line and with said curve to the right, an arc distance of 42.94 feet to a point for corner at the beginning of a curve to the left having a central angle of 01 degrees 55 minutes 21 seconds, a radius of 1,595.97 feet and a chord bearing and distance of South 87 degrees 56 minutes 48 seconds East, 53.55 feet;

THENCE Easterly, with said curve to the left, an arc distance of 53.55 feet to a point for corner at the beginning of a curve to the right having a central angle of 10 degrees 53 minutes 43 seconds, a radius of 282.03 feet and a chord bearing and distance of South 83 degrees 27 minutes 37 seconds East, 53.55 feet;

THENCE Easterly, with said curve to the right, an arc distance of 53.63 feet to a point for corner at the beginning of a curve to the right having a central angle of 08 degrees 38 minutes 49 seconds, a radius of 686.00 feet and a chord bearing and distance of South 73 degrees 41 minutes 22 seconds East, 103.43 feet;

THENCE Easterly, with said curve to the right, an arc distance of 103.53 feet to a point for corner at the beginning of a reverse curve to the left having a central angle of 03 degrees 57 minutes 09 seconds, a radius of 1,019.27 feet and a chord bearing and distance of South 71 degrees 20 minutes 33 seconds East, 70.30 feet;

THENCE Easterly, with said curve to the left, an arc distance of 70.32 feet to a point for corner at the beginning of a reverse curve to the left having a central angle of 15 degrees 31 minutes 54 seconds, a radius of 259.71 feet and a chord bearing and distance of South 65 degrees 33 minutes 11 seconds East, 70.19 feet;

THENCE Easterly, with said curve to the right, an arc distance of 70.40 feet to a point for corner at the beginning of a compound curve to the right having a central angle of 06 degrees 56 minutes 04 seconds, a radius of 543.00 feet and a chord bearing and distance of South 54 degrees 19 minutes 12 seconds East, 65.68 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 65.72 feet to a point for corner at the beginning of a compound curve to the right having a central angle of 18 degrees 44 minutes 54 seconds, a radius of 275.34 feet and a chord bearing and distance of South 43 degrees 04 minutes 06 seconds East, 89.70 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 90.10 feet to a point for corner at the beginning of a curve to the left having a central angle of 04 degrees 14 minutes 02 seconds, a radius of 1,145.78 feet and a chord bearing and distance of South 35 degrees 48 minutes 40 seconds East, 84.65 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 84.67 feet to a point for corner at the beginning of a curve to the right having a central angle of 12 degrees 46 minutes 21 seconds, a radius of 680.00 feet and a chord bearing and distance of South 31 degrees 32 minutes 30 seconds East, 151.27 feet;

THENCE Southerly, with said curve to the right, an arc distance of 151.59 feet to a point for corner at the beginning of a curve to the right having a central angle of 22 degrees 38 minutes 00 seconds, a radius of 670.00 feet and a chord bearing and distance of South 13 degrees 50 minutes 20 seconds East, 262.95 feet;

THENCE Southerly, with said curve to the right, an arc distance of 264.67 feet to a point for corner at the beginning of a curve to the left having a central angle of 12 degrees 11 minutes 22 seconds, a radius of 411.85 feet and a chord bearing and distance of South 08 degrees 37 minutes 01 seconds East, 87.46 feet;

THENCE Southerly, with said curve to the left, an arc distance of 87.62 feet to a point for corner at the beginning of a curve to the left having a central angle of 04 degrees 18 minutes 29 seconds, a radius of 1,158.78 feet and a chord bearing and distance of South 16 degrees 51 minutes 57 seconds East, 87.11 feet;

THENCE Southerly, with said curve to the left, an arc distance of 87.13 feet to a point for corner at the beginning of a curve to the left having a central angle of 61 degrees 44 minutes 58 seconds, a radius of 604.00 feet and a chord bearing and distance of South 49 degrees 53 minutes 41 seconds East, 619.90 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 650.95 feet to a point for corner at the beginning of a curve to the right having a central angle of 02 degrees 35 minutes 51 seconds, a radius of 1,086.50 feet and a chord bearing and distance of South 79 degrees 28 minutes 14 seconds East, 49.25 feet;

THENCE Easterly, with said curve to the right, an arc distance of 49.26 feet to a point for corner at the beginning of a curve to the left having a central angle of 11 degrees 35 minutes 56 seconds, a radius of 229.00 feet and a chord bearing and distance of South 83 degrees 58 minutes 16 seconds East, 46.28 feet;

THENCE Easterly, with said curve to the right, an arc distance of 46.36 feet to a point for corner in the north line of the above mentioned Waketon Road;

THENCE North 89 degrees 30 minutes 59 seconds East, with said north line, a distance of 86.06 feet to a point for corner;

THENCE South 00 degrees 38 minutes 38 seconds East, leaving said north line, a distance of 60.00 feet to a point for corner;

THENCE South 89 degrees 28 minutes 55 seconds West, a distance of 142.16 feet to a point for corner at the beginning of a curve to the right having a central angle of 10 degrees 38 minutes 45 seconds, a radius of 330.00 feet and a chord bearing and distance of North 85 degrees 11 minutes 42 seconds West, 61.23 feet;

THENCE Westerly, with said curve to the right, an arc distance of 61.32 feet to a point for corner at the beginning of a curve to the right having a central angle of 12 degrees 03 minutes 36 seconds, a radius of 676.00 feet and a chord bearing and distance of North 73 degrees 50 minutes 32 seconds West, 142.03 feet;

THENCE Westerly, with said curve to the right, an arc distance of 142.29 feet to a point for corner;

THENCE South 68 degrees 39 minutes 26 seconds West, a distance of 21.52 feet to a point for corner at the beginning of a curve to the left having a central angle of 03 degrees 10 minutes 14 seconds, a radius of 610.00 feet and a chord bearing and distance of South 22 degrees 12 minutes 04 seconds West, 33.75 feet;

THENCE Southerly, with said curve to the left, an arc distance of 33.76 feet to a point for corner;

THENCE South 20 degrees 36 minutes 57 seconds West, a distance of 26.57 feet to a point for corner at the beginning of a curve to the left having a central angle of 21 degrees 49 minutes 19 seconds, a radius of 232.33 feet and a chord bearing and distance of South 09 degrees 42 minutes 17 seconds West, 230.93 feet;

THENCE Southerly, with said curve to the left, an arc distance of 232.33 feet to a point for corner;

THENCE South 01 degrees 12 minutes 22 seconds East, a distance of 927.93 feet to a point for corner;

THENCE North 88 degrees 23 minutes 04 seconds West, a distance of 274.47 feet to a point for corner;

THENCE North 79 degrees 12 minutes 28 seconds West, a distance of 176.40 feet to a point for corner;

THENCE South 89 degrees 09 minutes 18 seconds West, a distance of 313.92 feet to the **POINT OF BEGINNING** and containing 54.052 acres of land, more or less.

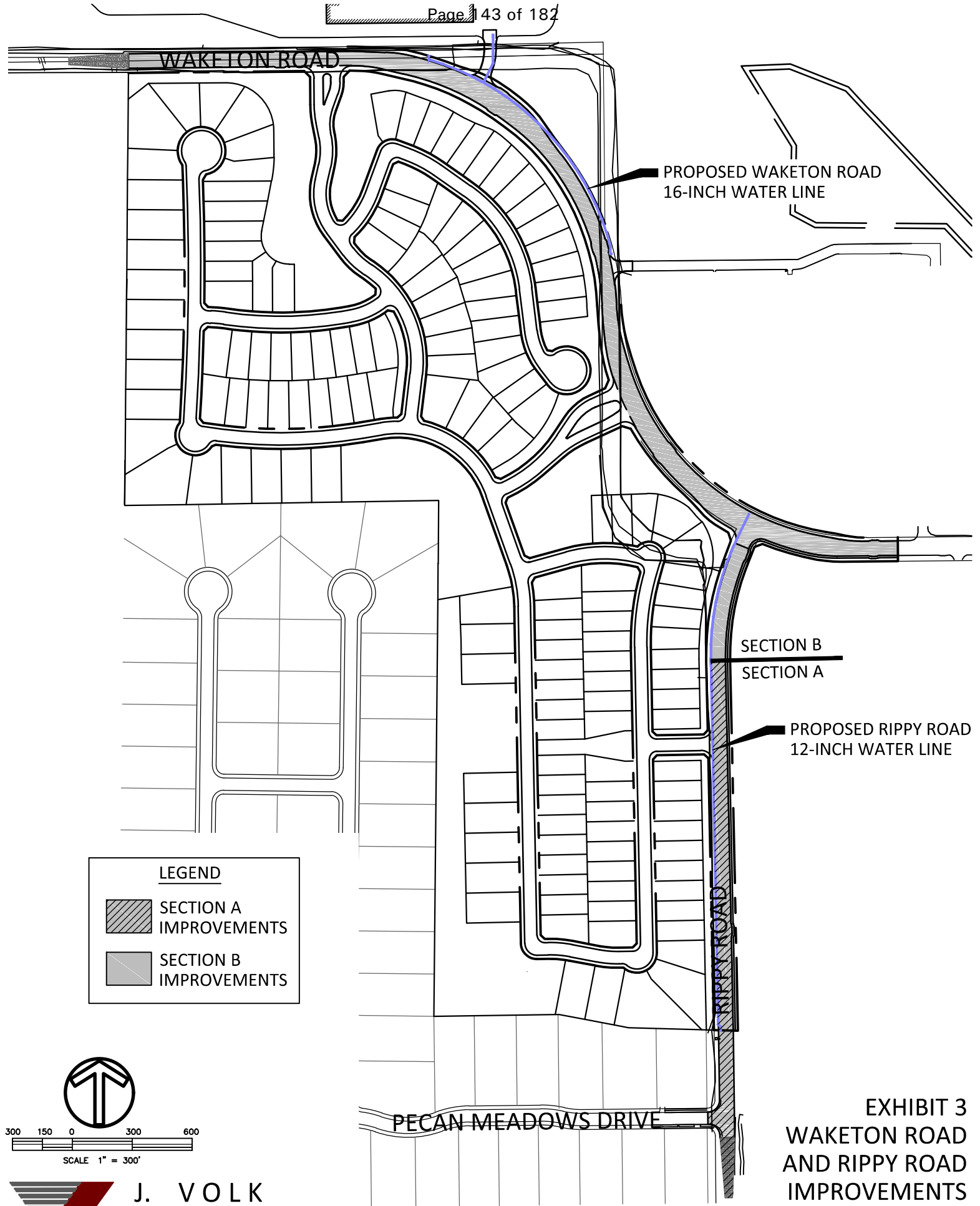
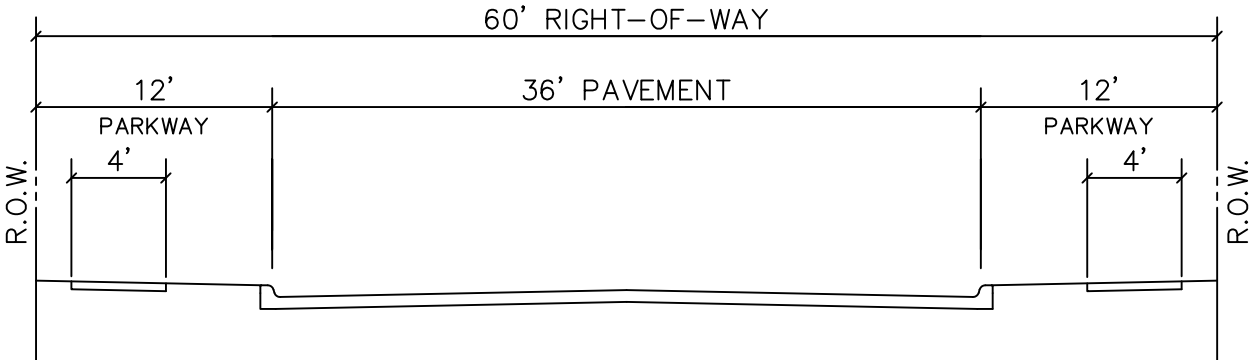


EXHIBIT 3
WAKETON ROAD
AND RIPPY ROAD
IMPROVEMENTS

BRADFORD PARK
 FLOWER MOUND, TEXAS

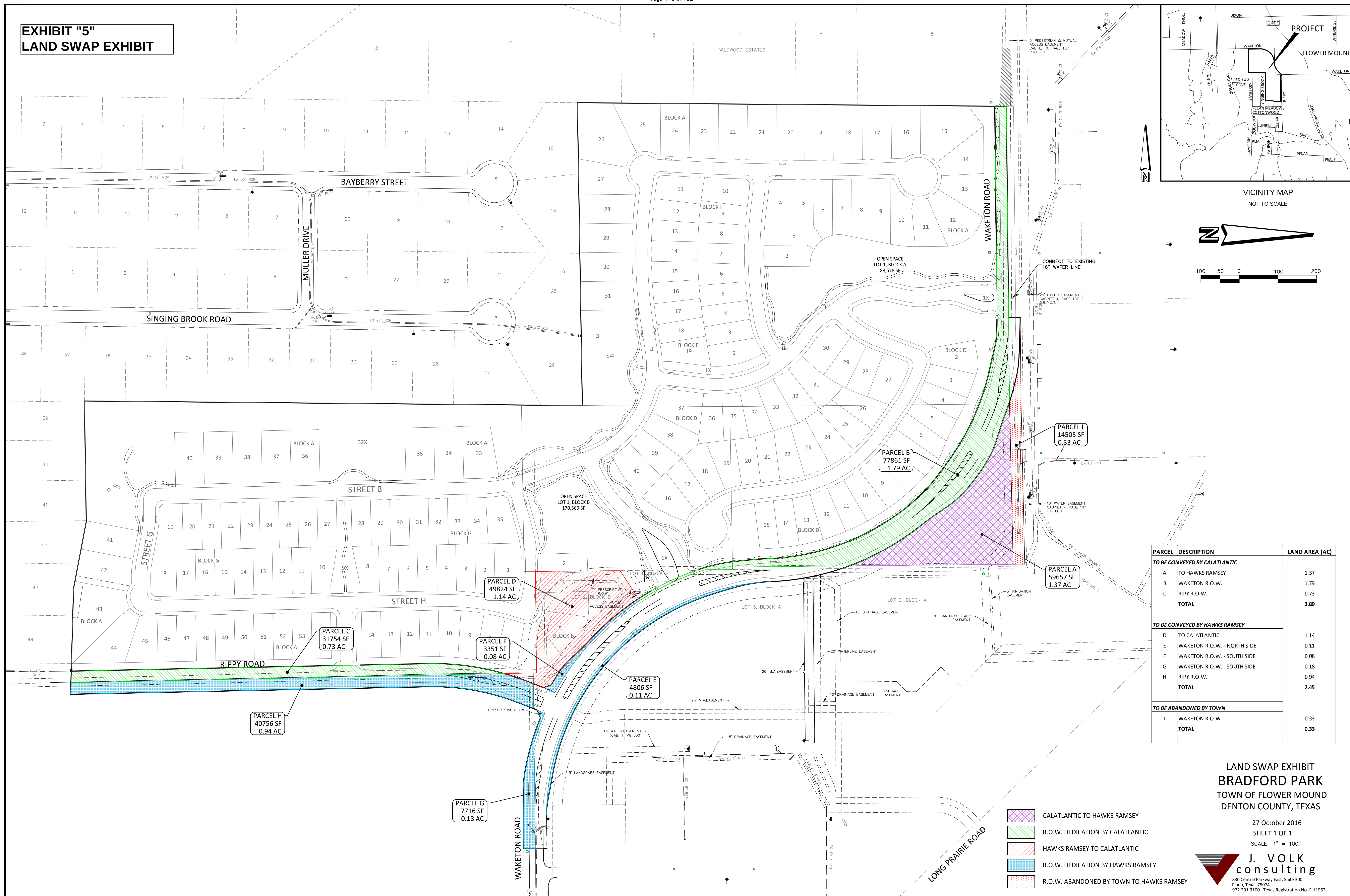
EXHIBIT "4"
URBAN COLLECTOR CROSS SECTION



URBAN COLLECTOR

	STANDARD PAVING DETAIL	DATE: 08/06/02
	URBAN COLLECTOR	SHEET 8 OF 13
		SHEET: ST-1

EXHIBIT "5" LAND SWAP EXHIBIT





TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: May 15, 2017

FROM: Robert Pegg, Engineering Manager

ITEM: 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.

BACKGROUND INFORMATION: CalAtlantic Homes of Texas, Inc. is currently developing the Bradford Parks residential subdivision in Flower Mound. As part of the overall Bradford Parks development, CalAtlantic plans to realign and widen the existing Waketon Road and relocate existing Town utilities in order to comply with the Town's Thoroughfare Plan. Because of the re-alignment of Waketon Road the Town has identified an existing parcel of previously dedicated Town Right of Way that is no longer required for the construction. The ordinance and the release provide that the Town will release the surplus, unneeded, and unused Town Right of Way to CalAtlantic Homes of Texas, Inc. who owns the property abutting the Town Right of Way.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Partial Release of Right of Way Instrument
2. Ordinance Abandoning Unused Right of Way

RECOMMENDATION: Move to approve an ordinance abandoning certain Town Right of Way property and approval of the partial release to release said certain portion of the 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.

After Recording please return to:

Town of Flower Mound
Town Secretary's Office
2121 Cross Timbers Rd.
Flower Mound, TX 75028

PARTIAL RELEASE OF RIGHT-OF-WAY

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, CalAtlantic Homes of Texas, a Texas corporation is the owner of the land described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein for all purposes (the "CalAtlantic Property"); and

WHEREAS, on or about May 2, 2006, Right-of-Way was dedicated by plat to the Town of Flower Mound, Texas, for use by the Town for public purposes, said plat filed on May 26, 2006, recorded in/under Cabinet X, Page 107 of the Real Property Records of Denton County, Texas, a copy of which is attached hereto as Exhibit C; and

WHEREAS, a portion of the Right-of-Way described on Exhibit D and depicted on Exhibit E attached hereto and incorporated herein is no longer needed as the alignment of the abutting roadway has been modified, the total area to be abandoned (the "Abandoned ROW") is shown on Exhibit E with hatched lines indicating the area to be abandoned; and

WHEREAS, the Town of Flower Mound, Texas, wishes to release the aforementioned Abandoned ROW; and

WHEREAS, the Mayor of the Town of Flower Mound, Texas, has been duly authorized to execute this Release on behalf of the Town of Flower Mound, Texas;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town of Flower Mound, Texas does hereby release and discharge any easement and/or encumbrance, if any such easement and/or encumbrance exists, on the CalAtlantic Property described on Exhibit A attached hereto, and for no other tracts or parcels of property. This release shall not affect any other portion of the Right-of-Way dedicated by plat attached as Exhibit C other than the Abandoned ROW portion on the CalAtlantic Property, and the Right-of-Way dedication shall remain in full force and effect with respect to the remaining portions of the Right-of-Way dedication not released hereby.

Executed the ____ day of _____, 2017.

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

 This instrument was acknowledged before me on the _____ day of _____,
2017, by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas.

Notary Public, State of Texas

[Notary Seal]

EXHIBIT A – CALATLANTIC PROPERTY

Exhibit A**LEGAL DESCRIPTION
51.204 ACRES**

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being part of those tracts of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139461, Document No. 2016-139483 and Document No. 2017-16040, Deed Records, Denton County, Texas and being all of those tracts of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139414 and Document No. 2016-139441, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 2 inch iron pipe found for the southwest corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139461;

THENCE North 00 degrees 29 minutes 15 seconds East, a distance of 1,113.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the south line of Waketon Road, a 30 foot right-of-way at this point, for the northwest corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139461;

THENCE North 89 degrees 23 minutes 46 seconds East, with said south line, a distance of 768.16 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 35 minutes 37 seconds, a radius of 686.00 feet and a chord bearing and distance of South 70 degrees 39 minutes 46 seconds East, 31.05 feet;

THENCE Southeasterly, leaving said south line and with said curve to the right, an arc distance of 31.05 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 03 degrees 57 minutes 09 seconds, a radius of 1,019.27 feet and a chord bearing and distance of South 71 degrees 20 minutes 33 seconds East, 70.30 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 70.32 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of 15 degrees 31 minutes 54 seconds, a radius of 259.71 feet and a chord bearing and distance of South 65 degrees 33 minutes 11 seconds East, 70.19 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 70.40 feet to a point for corner at the beginning of a compound curve to the right having a central angle of 06 degrees 56 minutes 04 seconds, a radius of 543.00 feet and a chord bearing and distance of South 54 degrees 19 minutes 12 seconds East, 65.68 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 65.72 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 18 degrees 44 minutes 54 seconds, a radius of 275.34 feet and a chord bearing and distance of South 43 degrees 04 minutes 06 seconds East, 89.70 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 90.10 feet to a point for corner at the beginning of a reverse curve to the left having a central angle of 04 degrees 14 minutes 02 seconds, a radius of 1,145.78 feet and a chord bearing and distance of South 35 degrees 48 minutes 40 seconds East, 84.65 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 84.67 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of 12 degrees 46 minutes 21 seconds, a radius of 680.00 feet and a chord bearing and distance of South 31 degrees 32 minutes 30 seconds East, 151.27 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 151.59 feet to a point for corner at the beginning of a compound curve to the right having a central angle of 04 degrees 55 minutes 51 seconds, a radius of 670.00 feet and a chord bearing and distance of South 22 degrees 41 minutes 24 seconds East, 57.64 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 57.66 feet to a point for corner in the east line of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139483;

THENCE South 00 degrees 33 minutes 39 seconds East, with said east line, a distance of 302.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the north line of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139414 for the southeast corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139483;

THENCE North 89 degrees 02 minutes 53 seconds East, with said north line, a distance of 6.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the northeast corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139483;

THENCE South 00 degrees 32 minutes 57 seconds East, with the east line of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139483, a distance of 71.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the north corner of Lot 1, Block B of WAKETON RANCH, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas, said point being at the beginning of a non-tangent curve to the left having a central angle of 16 degrees 04 minutes 45 seconds, a radius of 670.00 feet and a chord bearing and distance of South 25 degrees 16 minutes 16 seconds East, 187.41 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 188.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the east corner of said Lot 1;

THENCE South 56 degrees 41 minutes 26 seconds West, with the south line of said Lot 1, a distance of 5.98 feet to a point for corner in the southwest line of Waketon Road, a variable width right-of-way at this point, at the beginning of a non-tangent curve to the left having a central angle of 14 degrees 48 minutes 51 seconds, a radius of 676.00 feet and a chord bearing and distance of South 40 degrees 43 minutes 16 seconds East, 174.30 feet;

THENCE Southeasterly, leaving said south line and with said southwest line and said curve to the left, an arc distance of 174.78 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 08 degrees 11 minutes 58 seconds, a radius of 373.26 feet and a chord bearing and distance of South 43 degrees 54 minutes 59 seconds East, 53.37 feet;

THENCE Southeasterly, continuing with said southwest line and with said curve to the right, an arc distance of 53.42 feet to a point for corner at the beginning of a reverse curve to the left having a central angle of 17 degrees 15 minutes 50 seconds, a radius of 179.35 feet and a chord bearing and distance of South 48 degrees 26 minutes 55 seconds East, 53.84 feet;

THENCE Southeasterly, continuing with said southwest line and with said curve to the left, an arc distance of 54.04 feet to a point for corner at the beginning of a compound curve to the left having a central angle of 03 degrees 11 minutes 23 seconds, a radius of 688.00 feet and a chord bearing and distance of South 58 degrees 40 minutes 32 seconds East, 38.30 feet;

THENCE Southeasterly, continuing with said southwest line and with said curve to the left, an arc distance of 38.30 feet to a point for corner at the north end of a corner clip;

THENCE South 18 degrees 38 minutes 55 seconds East, with said corner clip, a distance of 21.32 feet to a point for corner at the south end of said corner clip;

THENCE South 20 degrees 36 minutes 57 seconds West, a distance of 54.62 feet to a point for corner at the beginning of a curve to the left having a central angle of 04 degrees 36 minutes 41 seconds, a radius of 670.00 feet and a chord bearing and distance of South 18 degrees 18 minutes 36 seconds West, 53.91 feet;

THENCE Southerly, with said curve to the left, an arc distance of 53.92 feet to a point for corner in the east line of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441;

THENCE South 01 degrees 12 minutes 22 seconds East, with said east line, a distance of 1,124.69 feet to a 1/2 inch iron rod found for the southeast corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441;

THENCE Westerly, with the south line of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441, the following three (3) courses and distances:

North 88 degrees 23 minutes 04 seconds West, a distance of 244.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 79 degrees 12 minutes 28 seconds West, a distance of 176.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

South 89 degrees 09 minutes 18 seconds West, a distance of 313.92 feet to a 5/8 inch iron rod found for the southwest corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441;

THENCE North 00 degrees 31 minutes 52 seconds East, a distance of 1,134.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the northwest corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441;

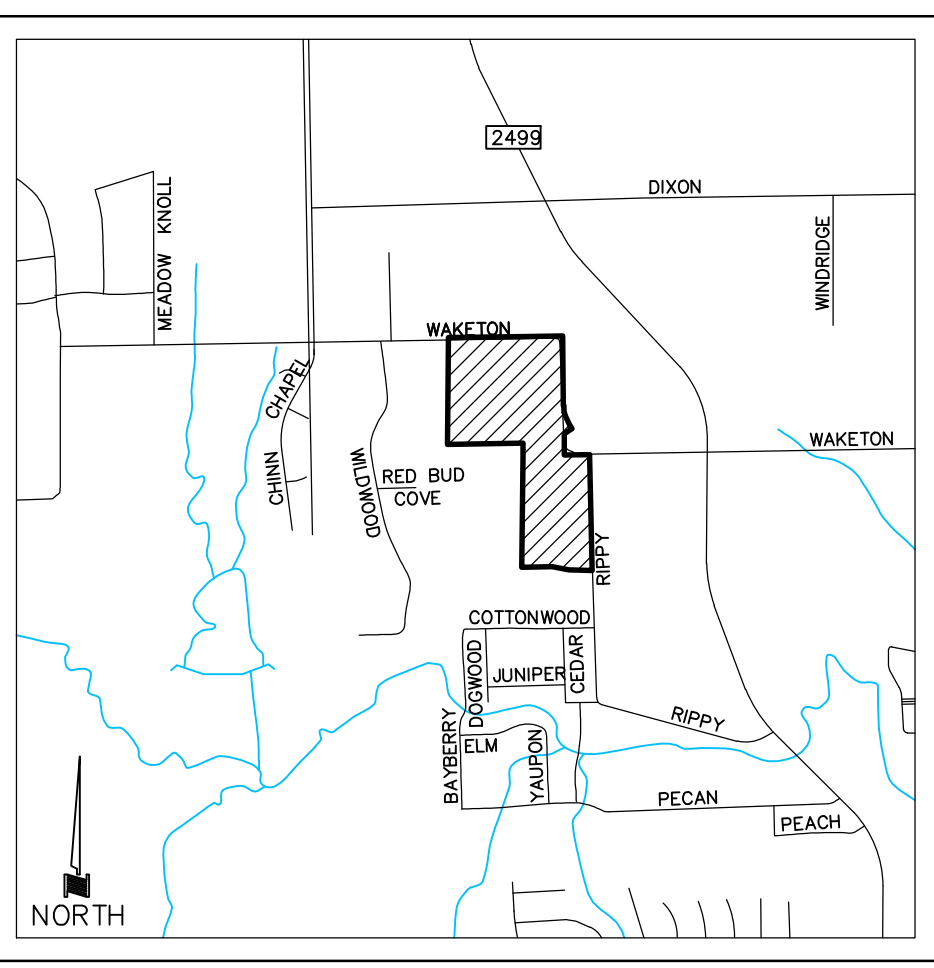
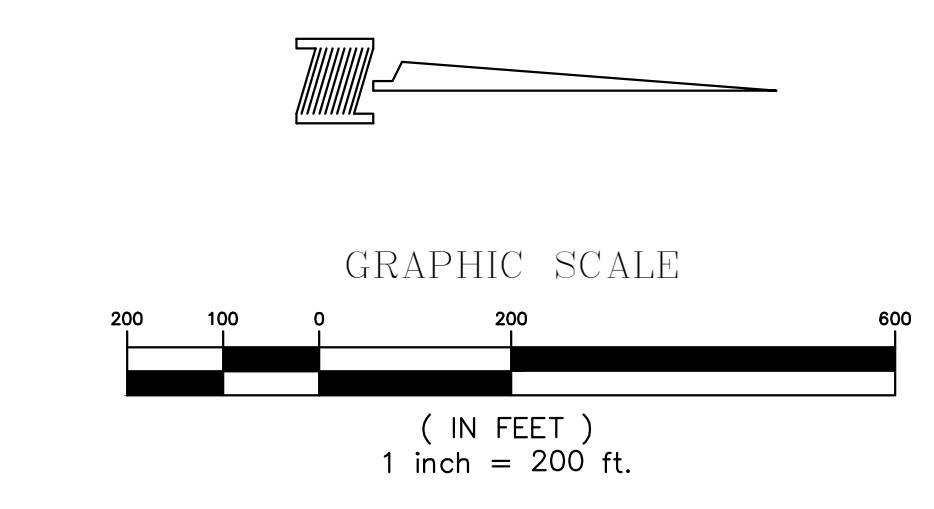
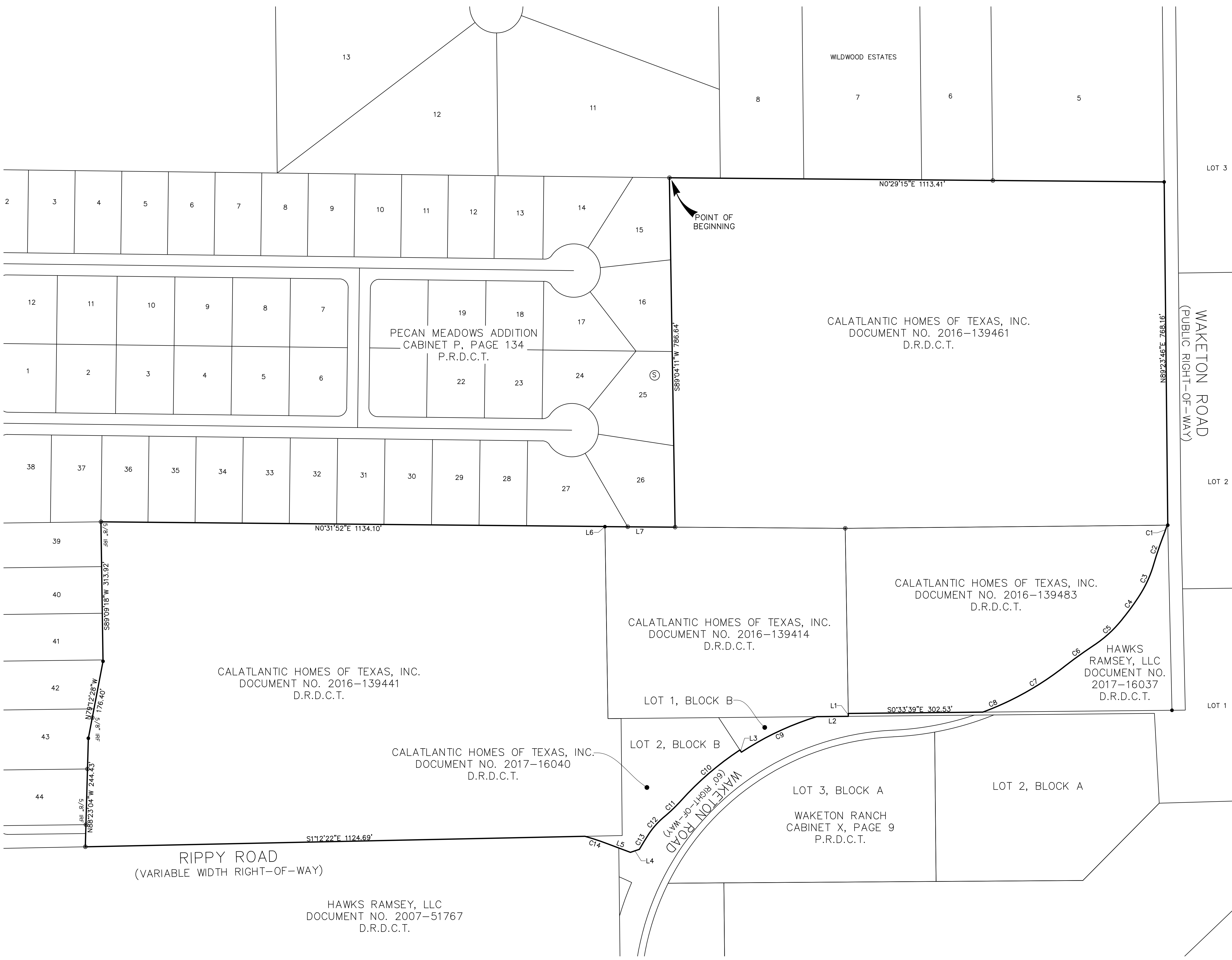
THENCE North 89 degrees 05 minutes 46 seconds East, a distance of 0.35 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the southwest corner of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139414;

THENCE North 00 degrees 23 minutes 27 seconds East, with the west line of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139414, a distance of 157.88 feet to a 2 inch iron pipe found for the southeast corner of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139461;

THENCE South 89 degrees 04 minutes 11 seconds West, a distance of 786.64 feet to the **POINT OF BEGINNING** and containing 51.204 acres of land, more or less.

EXHIBIT B – CALATLANTIC PROPERTY

(A copy of a map depicting CalAtlantic Property follows this cover page.)



- LEGEND
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
 - POINT FOR CORNER
 - D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	2°35'37"	686.00'	15.53'	31.05'	S70°39'46"E 31.05'
C2	3°57'09"	1019.27'	35.17'	70.32'	S71°20'33"E 70.30'
C3	15°31'54"	259.71'	35.42'	70.40'	S65°33'11"E 70.19'
C4	6°56'04"	543.00'	32.90'	65.72'	S54°19'12"E 65.68'
C5	18°44'54"	275.34'	45.45'	90.10'	S43°04'06"E 89.70'
C6	4°14'02"	1145.78'	42.35'	84.67'	S35°48'40"E 84.65'
C7	12°46'21"	680.00'	76.11'	151.59'	S31°32'30"E 151.27'
C8	4°55'51"	670.00'	28.85'	57.66'	S22°41'24"E 57.64'
C9	16°04'45"	670.00'	94.63'	188.02'	S25°16'16"E 187.41'
C10	14°48'51"	676.00'	87.88'	174.78'	S40°43'16"E 174.30'
C11	8°11'58"	373.26'	26.75'	53.42'	S43°54'59"E 53.37'
C12	17°15'50"	179.35'	27.23'	54.04'	S48°26'55"E 53.84'
C13	3°11'23"	688.00'	19.16'	38.30'	S58°40'32"E 38.30'
C14	4°36'41"	670.00'	26.98'	53.92'	S18°18'36"W 53.91'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°02'53"E	6.49'
L7	N0°23'27"E	157.88'
L6	N89°05'46"E	0.35'
L5	S20°36'57"W	54.62'
L4	S18°38'55"E	21.32'
L3	S56°41'26"W	5.98'
L2	S0°32'57"E	71.25'

Exhibit B
PROPERTY EXHIBIT
51.204 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
SHEET 1 OF 1

EXHIBIT C - PLAT

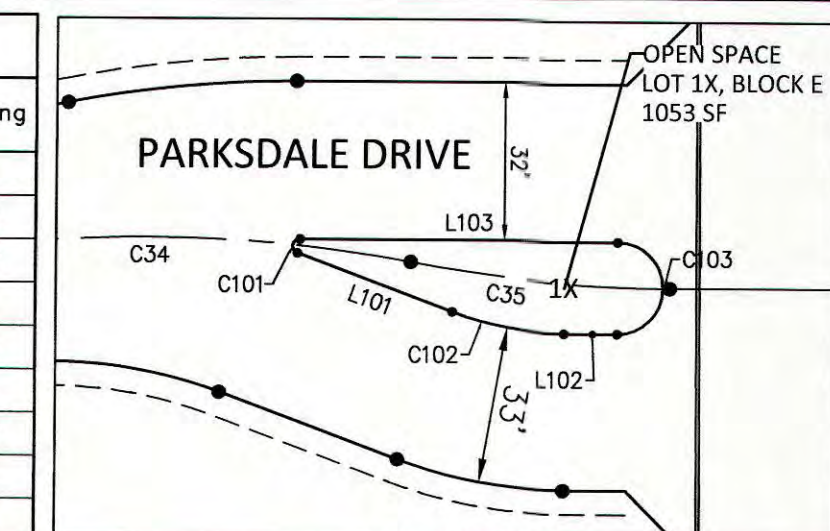
(A copy of the plat that dedicated the Right-of-Way to the Town follows this cover page.)

ROBERTSON'S CREEK ADDITION
CAB. X, PAGE 107
P.R.D.C.T.

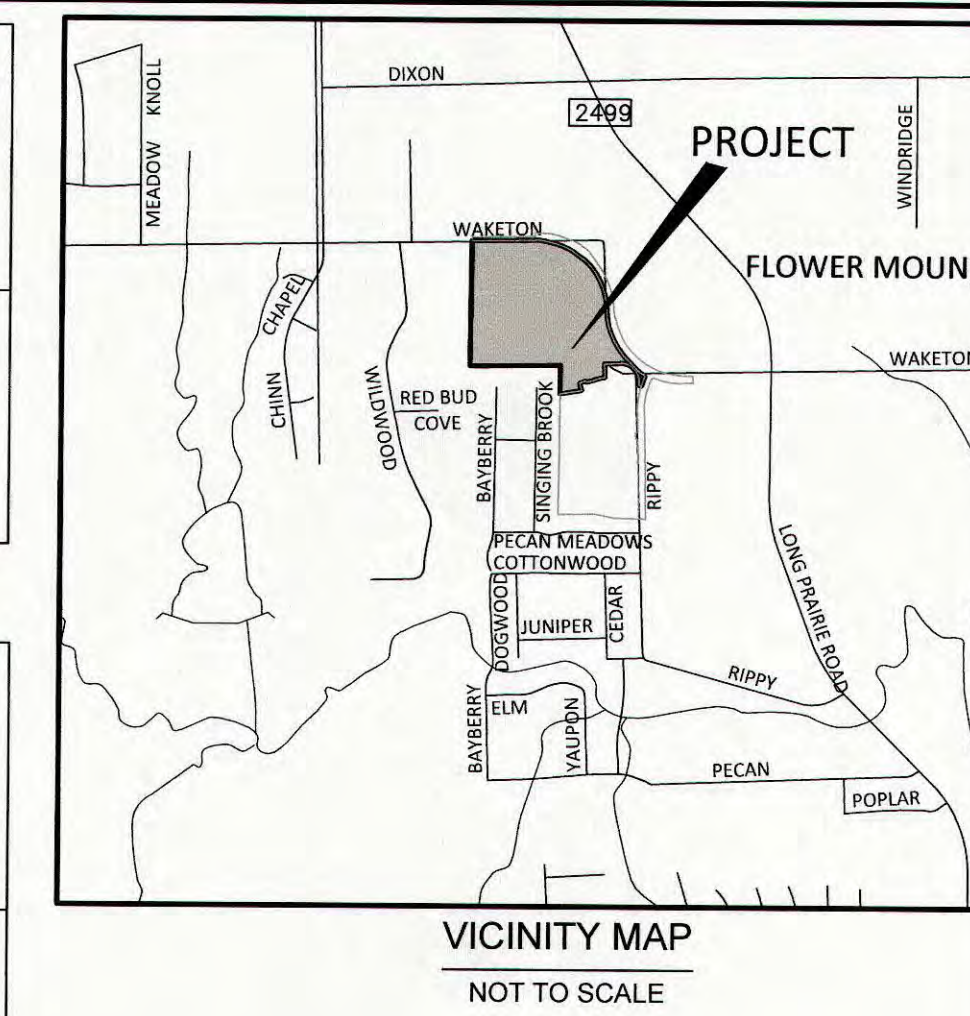
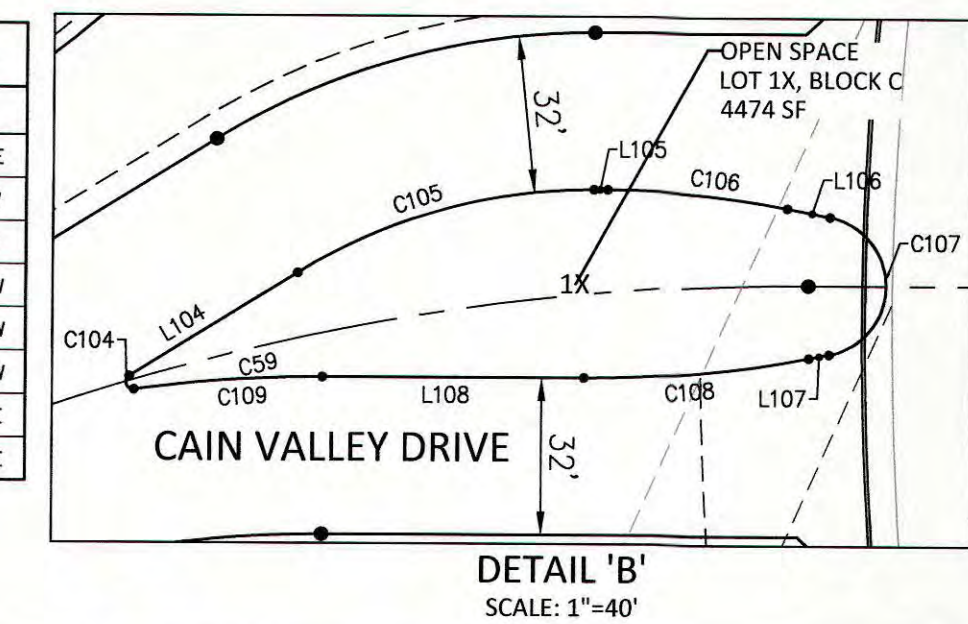
25' UTILITY EASEMENT
CABINET X, PAGE 107
P.R.D.C.T.

10' WATER EASEMENT
CABINET X, PAGE 107
P.R.D.C.T.

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C101	4.18	1.50	159°45'31"	2.95	S80°13'13"E
C102	23.85	67.50	020°4'29"	23.72	N09°46'47"E
C103	29.85	9.50	180°00'00"	19.00	S89°39'33"W
C104	4.09	1.50	156°22'25"	2.94	S44°39'16"E
C105	64.84	117.50	031°37'05"	64.02	S49°20'30"W
C106	37.73	199.50	010°50'06"	37.67	S70°34'06"W
C107	40.07	14.50	158°19'47"	28.48	N24°50'58"W
C108	47.18	249.50	010°50'06"	47.11	N59°43'59"E
C109	39.40	282.50	007°59'30"	39.37	N61°09'17"E



Parcel Line Table		
Line	Length	Direction
L101	34.46	N19°54'02"E
L102	11.07	N0°20'27"W
L103	66.24	S0°20'27"E
L104	41.09	S33°31'57"W
L105	2.90	S85°09'02"W
L106	9.05	S75°59'08"W
L107	4.31	N54°18'56"E
L108	54.47	N65°09'02"E



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	39.40	620.00	003°38'27"	39.39	N88°47'10"W
C2	48.48	238.51	011°38'49"	48.40	N81°10'36"W
C3	48.17	1037.60	020°39'36"	48.17	N78°40'59"W
C4	217.03	614.00	020°50'07"	215.90	N67°53'14"W
C5	106.50	910.95	006°41'54"	106.44	N54°24'43"W
C6	107.19	467.03	013°09'01"	106.96	N44°29'15"W
C7	138.21	620.00	012°46'21"	137.93	N31°32'30"W
C8	240.89	610.00	022°37'33"	239.32	N13°50'33"W
C9	96.62	1171.30	004°43'35"	96.60	N04°52'37"W
C10	97.20	472.77	011°46'47"	97.03	N13°07'48"W
C11	343.43	676.00	029°06'30"	339.75	N33°34'27"W
C12	53.42	373.26	008°11'58"	53.37	N43°54'59"W
C13	54.04	179.35	017°15'50"	53.84	N48°28'55"W
C14	38.30	688.00	003°11'23"	38.30	N58°40'32"W
C15	27.30	670.00	002°20'04"	27.30	N19°28'54"E
C16	122.90	160.00	044°00'34"	119.90	S12°01'26"E
C17	26.86	194.35	007°55'08"	26.84	S43°46'34"E
C18	21.88	358.26	003°29'58"	21.88	S41°33'59"E
C19	112.15	160.00	040°09'44"	109.87	S71°37'12"E
C20	71.64	375.00	010°58'47"	71.54	N79°55'31"E
C21	55.39	325.00	009°45'51"	55.32	N14°43'42"W
C22	187.87	120.00	089°42'06"	169.26	N49°29'24"W
C23	37.52	60.00	035°49'50"	36.91	N47°04'03"W
C24	123.93	70.00	101°28'16"	108.37	S39°34'09"E
C25	35.14	300.00	006°42'39"	35.12	N84°52'10"W
C26	67.95	175.00	028°47'37"	67.02	S66°11'37"W
C27	69.61	1096.00	003°38'20"	69.60	N81°30'34"W
C28	51.54	50.00	084°22'26"	47.01	S38°39'13"E
C29	105.40	50.00	120°46'39"	86.94	S85°47'17"E
C30	13.77	1266.50	000°37'23"	13.77	S82°55'33"E
C31	154.57	228.00	038°50'34"	151.63	N12°35'12"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C32	59.32	175.00	019°25'17"	59.04	S46°24'10"E
C33	71.23	175.00	023°19'11"	70.74	N01°06'34"E
C34	107.82	300.00	020°35'33"	107.24	S00°15'15"E
C35	54.36	300.00	010°22'59"	54.29	S04°51'02"W
C36	47.84	250.00	010°57'48"	47.76	S05°49'21"E
C37	35.33	100.00	020°42'29"	35.14	N04°46'47"E
C38	54.46	100.00	031°12'17"	53.79	N04°17'53"E
C39	124.70	250.00	028°34'47"	123.41	N34°35'43"E
C40	54.98	35.00	090°00'00"	49.50	S85°18'20"W
C41	83.76	325.00	014°46'01"	83.53	N62°18'40"W
C42	57.27	40.00	082°01'43"	52.50	S61°19'11"W
C43	5.57	40.00	007°58'17"	5.56	N73°40'49"W
C44	5.53	350.00	000°54'20"	5.53	N64°14'30"W
C45	17.99	375.00	002°44'54"	17.99	N53°33'12"W
C46	45.15	85.00	030°26'08"	44.62	N84°54'43"W
C47	47.07	250.00	010°47'15"	47.00	S61°18'04"W
C48	99.28	500.00	011°22'35"	99.12	S64°35'45"E
C49	38.31	100.00	018°51'18"	37.76	N69°14'30"W
C50	139.35	585.00	013°38'53"	139.02	N09°55'20"W
C51	26.60	695.00	002°11'35"	26.60	N03°51'41"W
C52	10.59	375.00	001°37'03"	10.59	N07°51'06"W
C53	7.17	200.00	002°03'19"	7.17	S08°04'14"E
C54	9.35	350.00	002°40'46"	9.35	N69°14'30"W
C55	281.91	60.00	269°12'19"	85.44	N07°33'55"E
C56	199.60	290.00	039°26'11"	195.69	N39°05'25"E
C57	82.78	150.00	031°37'05"	81.73	S49°20'30"W
C58	178.36	325.00	031°26'36"	176.13	S49°15'15"W
C59	202.52	500.00	023°12'24"	201.13	S53°32'50"W
C60	69.57	250.00	015°56'42"	69.35	N57°10'42"E
C61	130.35	396.00	018°51'34"	128.76	N36°55'05"E

Parcel Line Table		
Line	Length	Direction
L1	21.32	N18°38'55"W
L2	54.62	N20°36'57"E
L3	20.51	S71°43'08"E
L4	14.63	S62°34'45"E
L5	50.00	N70°23'22"E
L6	8.43	N19°36'38"W
L7	0.35	S89°05'46"W
L8	25.00	S87°11'13"W
L9	25.09	N72°25'06"W
L10	15.64	N30°40'23"E
L11	14.01	N43°44'54"W
L12	14.18	N46°37'10"E
L13	14.16	N88°13'30"W
L14	13.43	N38°39'13"W
L15	10.53	N65°36'16"E
L16	25.00	S64°40'22"W
L17	18.84	S29°57'51"W
L18	13.01	N89°42'43"E
L19	19.71	S80°35'25"W
L20	35.76	S51°47'48"W
L21	15.22	S2°58'18"W
L22	15.08	S78°45'56"E
L23	20.14	S2°20'37"E
L24	50.51	N80°35'25"E
L25	13.24	S48°17'05"W
L26	13.25	N34°39'40"W
L27	9.12	S56°08'49"E
L28	14.89	N5°10'44"E
L29	12.87	N84°24'59"W
L30	37.47	S12°46'09"W
L31	35.91	S0°20'27"E

Parcel Line Table		
Line	Length	Direction
L32	38.89	S11°18'16"E
L33	68.79	S0°20'27"E
L34	21.16	S45°28'21"E
L35	6.93	N11°18'16"W
L36	39.73	N19°54'02"E
L37	13.00	N0°20'27"W
L38	21.31	N44°23'18"E
L39	14.14	N65°18'20"E
L40	15.78	N69°41'40"W
L41	20.00	S35°42'22"E
L42	45.49	S79°44'48"W
L43	75.70	N69°41'40"W
L44	10.51	S54°55'39"E
L45	15.23	S62°30'42"E
L46	44.38	S45°41'39"E
L47	107.71	N7°02'35"W
L48	43.29	N37°49'55"W
L49	35.00	S52°10'05"W
L50	12.58	N80°48'26"W
L51	3.62	S37°49'55"E
L52	44.90	N58°48'30"E
L53	13.91	N71°21'18"W
L54	48.19	S33°31'57"W
L55	43.98	S65°09'02"W
L56	22.21	S45°41'39"E
L57	13.54	N22°59'22"E
L58	64.53	N49°12'21"E
L59	99.25	N65°09'02"E
L60	22.03	S72°05'38"E
L61	47.54	N65°09'02"E

MASTER PLAN FEATURES	
Land Use Plan	Long Prairie District
Specific Plans	SPA 5
Urban Design Plan	Long Prairie District
Parks and Trails	None
Open Space Plan	N/A
Thoroughfare Plan	Waketon Road - Urban Collector 60' R.O.W. Rippy Road - Urban Collector 60' R.O.W.
Water Plan	Long Prairie District Service Area 16" Water line on east side of Waketon Road 12" Water line along west side of Rippy Road 8" Water lines within proposed development
Wastewater Plan	Long Prairie District Service Area 8" Wastewater lines within proposed development
Economic Impact	N/A

RECORD PLAT
OF
**BRADFORD PARK
PHASE ONE**

BLOCK A, LOTS 1X, 2-31 & 32X;
BLOCK B, LOT 1X; BLOCK C, LOT 1X;
BLOCK D, LOTS 1X, 2-40; BLOCK E, LOT 1X;
BLOCK F, LOTS 1X, 2-19

BEING 29.723 ACRES LOCATED IN THE
J. WATKINS SURVEY - ABSTRACT NO. 1324
AN ADDITION IN THE
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS
CONTAINING 87 SINGLE-FAMILY RESIDENTIAL
LOTS & 7 OPEN SPACE/H.O.A. LOTS

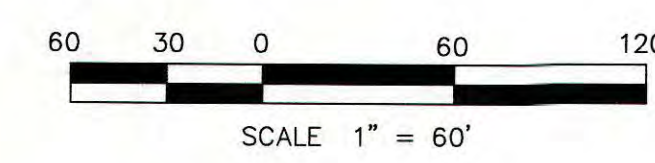
Owner/Applicant:
Calatlantic Homes of Texas, Inc.
2600 Network Blvd, Suite 600
Frisco, TX 75034
469-731-3100

Engineer/Surveyor:
J. Volk Consulting, Inc.
830 Central Parkway East, Suite 300
Plano, Texas 75074
972-201-3100

21 March 2017
SHEET 1 OF 2

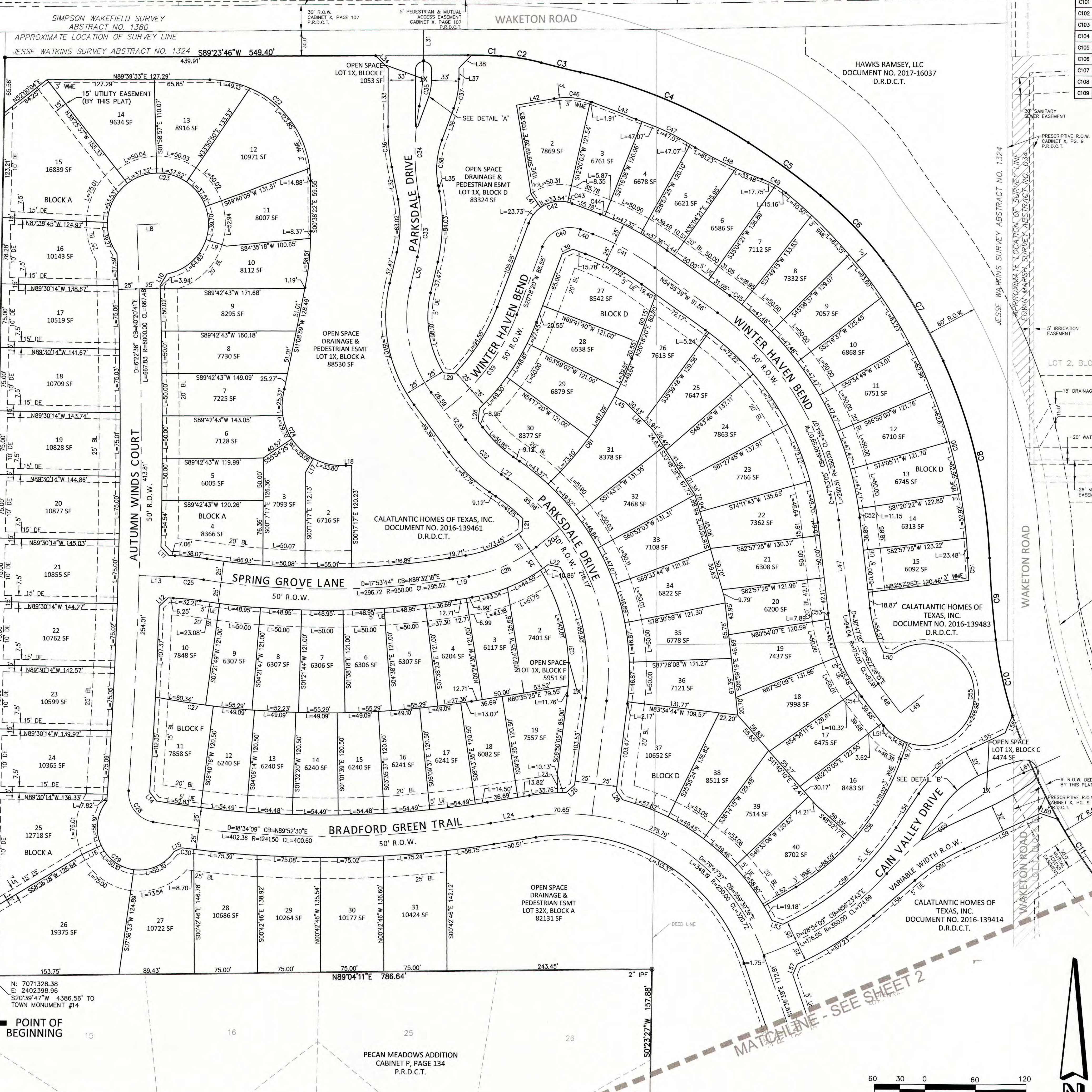
**J. VOLK
consulting**
830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

- LEGEND**
- Point of Curvature or Tangency on Center Line
 - 1/2" Iron rod set with a yellow plastic cap stamped "JVC" (unless otherwise noted)
 - 1/2" IRF
- AC Acre
BL Building Line
C1 Curve No.
<CM> Control Monument
DE Drainage Easement
Esmt Easement
IPF Iron Pipe Found
L1 Line No.
SF Square Feet
UE Utility Easement
WME Wall Maintenance Easement
- D.R.D.C.T. = Deed Records of Denton County, Texas
P.R.D.C.T. = Official Public Records of Denton County, Texas



MATCHLINE - SEE SHEET 2

PECAN MEADOWS ADDITION
CABINET P, PAGE 134
P.R.D.C.T.



WILLOW ESTATES

POINT OF BEGINNING

LEGAL DESCRIPTION

BRADFORD PARK – PHASE ONE
29.723 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being part of Lot 2, Block B of WAKETON RANCH, an addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas and being part of those tracts of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139414, Document No. 2016-139441, Document No. 2016-139461 and Document No. 2016-139483, Deed Records, Denton County, Texas and being part of that tract of land described in Deed to Haws Ramsey, LLC, as recorded in Document No. 2007-51767, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 2 inch iron pipe found for the common southwest corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139461 and northwest corner of Lot 15, Block S of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas;

THENCE North 00 degrees 29 minutes 15 seconds East, with the west line of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139461, a distance of 1,083.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 89 degrees 23 minutes 46 seconds East, leaving said west line, a distance of 549.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a curve to the right having a central angle of 03 degrees 38 minutes 27 seconds, a radius of 620.00 feet and a chord bearing and distance of South 88 degrees 47 minutes 10 seconds East, 39.39 feet;

THENCE Easterly, with said curve to the right, an arc distance of 39.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the right having a central angle of 11 degrees 38 minutes 49 seconds, a radius of 238.51 feet and a chord bearing and distance of South 81 degrees 10 minutes 36 seconds East, 48.40 feet;

THENCE Easterly, with said curve to the right, an arc distance of 48.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a reverse curve to the left having a central angle of 02 degrees 39 minutes 36 seconds, a radius of 1,037.60 feet and a chord bearing and distance of South 76 degrees 40 minutes 59 seconds East, 48.17 feet;

THENCE Easterly, with said curve to the left, an arc distance of 48.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a reverse curve to the right having a central angle of 20 degrees 15 minutes 07 seconds, a radius of 614.00 feet and a chord bearing and distance of South 67 degrees 53 minutes 14 seconds East, 215.90 feet;

THENCE Easterly, with said curve to the right, an arc distance of 217.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the right having a central angle of 06 degrees 41 minutes 54 seconds, a radius of 910.95 feet and a chord bearing and distance of South 54 degrees 24 minutes 43 seconds East, 106.44 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 106.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the right having a central angle of 13 degrees 09 minutes 01 seconds, a radius of 487.03 feet and a chord bearing and distance of South 44 degrees 29 minutes 15 seconds East, 106.96 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 107.19 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the right having a central angle of 12 degrees 46 minutes 21 seconds, a radius of 620.00 feet and a chord bearing and distance of South 31 degrees 32 minutes 30 seconds East, 137.93 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 138.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of compound curve to the right having a central angle of 22 degrees 37 minutes 33 seconds, a radius of 610.00 feet and a chord bearing and distance of South 13 degrees 50 minutes 33 seconds East, 239.32 feet;

THENCE Southerly, with said curve to the right, an arc distance of 240.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a reverse curve to the left having a central angle of 04 degrees 43 minutes 35 seconds, a radius of 1,171.30 feet and a chord bearing and distance of South 04 degrees 52 minutes 37 seconds East, 96.60 feet;

THENCE Southerly, with said curve to the left, an arc distance of 96.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the left having a central angle of 11 degrees 46 minutes 47 seconds, a radius of 472.77 feet and a chord bearing and distance of South 13 degrees 07 minutes 48 seconds East, 97.03 feet;

THENCE Southerly, with said curve to the left, an arc distance of 97.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the left having a central angle of 29 degrees 06 minutes 30 seconds, a radius of 676.00 feet and a chord bearing and distance of South 33 degrees 34 minutes 27 seconds East, 339.75 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 343.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a reverse curve to the right having a central angle of 08 degrees 11 minutes 58 seconds, a radius of 373.26 feet and a chord bearing and distance of South 43 degrees 54 minutes 59 seconds East, 53.37 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 53.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a reverse curve to the left having a central angle of 17 degrees 15 minutes 50 seconds, a radius of 179.35 feet and a chord bearing and distance of South 48 degrees 26 minutes 55 seconds East, 53.84 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 54.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the left having a central angle of 03 degrees 11 minutes 23 seconds, a radius of 688.00 feet and a chord bearing and distance of South 58 degrees 40 minutes 32 seconds East, 38.30 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 38.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 18 degrees 38 minutes 55 seconds east, a distance of 21.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 20 degrees 36 minutes 57 seconds West, a distance of 54.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a curve to the left having a central angle of 02 degrees 20 minutes 04 seconds, a radius of 670.00 feet and a chord bearing and distance of South 19 degrees 26 minutes 54 seconds West, 27.30 feet;

THENCE Southerly, with said curve to the left, an arc distance of 27.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 71 degrees 43 minutes 08 seconds West, a distance of 20.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the left having a central angle of 44 degrees 00 minutes 34 seconds, a radius of 160.00 feet and a chord bearing and distance of North 12 degrees 01 minutes 26 seconds West, 119.90 feet;

THENCE Northerly, with said curve to the left, an arc distance of 122.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the right having a central angle of 07 degrees 55 minutes 08 seconds, a radius of 194.35 feet and a chord bearing and distance of North 43 degrees 46 minutes 34 seconds West, 26.84 feet;

THENCE Northwesterly, with said curve to the right, an arc distance of 26.86 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a compound curve to the right having a central angle of 03 degrees 29 minutes 58 seconds, a radius of 358.26 feet and a chord bearing and distance of North 41 degrees 33 minutes 59 seconds West, 21.88 feet;

THENCE Northwesterly, with said curve to the right, an arc distance of 21.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the left having a central angle of 40 degrees 09 minutes 44 seconds, a radius of 160.00 feet and a chord bearing and distance of North 71 degrees 37 minutes 12 seconds West, 109.87 feet;

THENCE Westerly, with said curve to the left, an arc distance of 112.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 88 degrees 17 minutes 56 seconds West, a distance of 139.71 feet to a 1/2 inch iron

rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 01 degrees 42 minutes 04 seconds East, a distance of 120.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the left having a central angle of 10 degrees 56 minutes 47 seconds, a radius of 375.00 feet and a chord bearing and distance of South 79 degrees 55 minutes 31 seconds West, 71.54 feet;

THENCE Westerly, with said curve to the left, an arc distance of 71.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 74 degrees 27 minutes 07 seconds West, a distance of 91.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 62 degrees 34 minutes 45 seconds West, a distance of 14.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 70 degrees 23 minutes 22 seconds West, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 19 degrees 36 minutes 38 seconds East, a distance of 8.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a curve to the right having a central angle of 09 degrees 45 minutes 51 seconds, a radius of 325.00 feet and a chord bearing and distance of South 14 degrees 43 minutes 42 seconds East, 55.32 feet;

THENCE Southerly, with said curve to the right, an arc distance of 55.39 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 80 degrees 09 minutes 13 seconds West, a distance of 189.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner in the west line of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441;

THENCE North 00 degrees 31 minutes 52 seconds East, with said west line, a distance of 90.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the northwest corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441;

THENCE North 89 degrees 05 minutes 46 seconds East, a distance of 0.35 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the southwest corner of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139414;

THENCE North 00 degrees 23 minutes 27 seconds East, with the west line of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139414, a distance of 157.88 feet to a 2 inch iron pipe found for the southeast corner of the above mentioned CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139461;

THENCE South 89 degrees 04 minutes 11 seconds West, a distance of 786.64 feet to the POINT OF BEGINNING and containing 29.723 acres of land, more or less.

SURVEYOR'S CERTIFICATION:

I, Ryan S. Reynolds, a Registered Professional Land Surveyor, do hereby certify that the plat shown herein accurately represents the property as determined by an on the ground survey made under my direct supervision and that all corners are as shown.

RYAN S. REYNOLDS, R.P.L.S.
Texas Registered Professional Land Surveyor No. 6385.

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ryan S. Reynolds known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

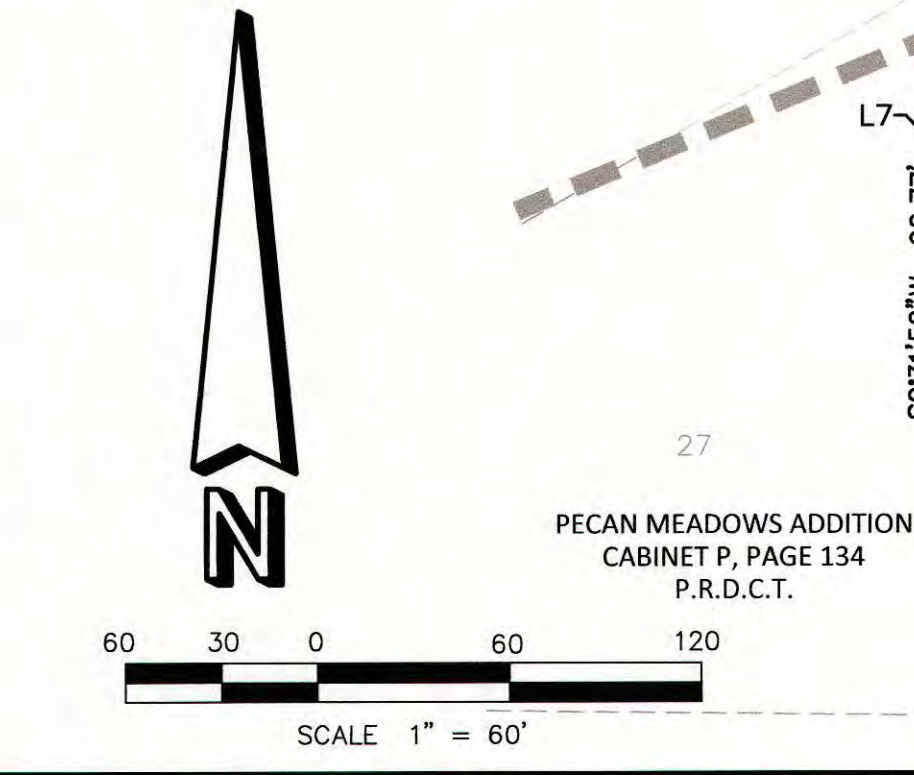
GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC in and for the STATE OF TEXAS

My commission expires: _____

- General
All developments of over five acres shall be required to install a geodetic control network station (monument) within the boundaries of the development. The location of the station (monument) shall be selected and approved by the Town. The entire cost of the survey and installation of the station (monument) shall be the responsibility of the developers.
- Survey Technical Specifications
The geodetic control station (monument) shall be established utilizing Global Positioning Real Time Kinematic methods. The published results of the survey shall be in accordance with the following specifications: horizontal positions will have a positional tolerance of 0.2 feet and a vertical position shall have a positional tolerance of 0.3 feet.
- Monument Installation Specifications
The monuments shall be constructed using Bernsten CD2 Concrete Markers (2" diameter) or equivalent. The 2" diameter domed aluminum cap shall have "THE TOWN OF FLOWER MOUND" stamped on its face in 1/8" size letters around the outside edge. The monuments typically shall be placed on drainage structures or in concrete paving utilizing Bernsten DRYLOK Fast Plug anchoring epoxy or equivalent.
- Geodetic Control Station Data Sheet Specifications
The Town shall be furnished with both an electronic file and an 8 1/2" by 11" hard copy of the monument description form. The monument description form shall have the minimum data shown and follow the format of the example monument description contained in the Standard Details.



OWNER'S DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CALATLANTIC HOMES OF TEXAS, INC., acting herein by and through it's duly authorized officers, does hereby adopt this plat designated herein as BRADFORD PARK – PHASE ONE, an addition to the Town of Flower Mound, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

Witness, my hand at Dallas, Texas, this _____ day of _____, 20____.

CALATLANTIC HOMES OF TEXAS, INC.

By: _____
NAME: CHIP BOYD
TITLE: VICE PRESIDENT OF LAND DEVELOPMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Chip Boyd (of CalAtlantic Homes of Texas, Inc.) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC in and for the STATE OF TEXAS

My commission expires: _____

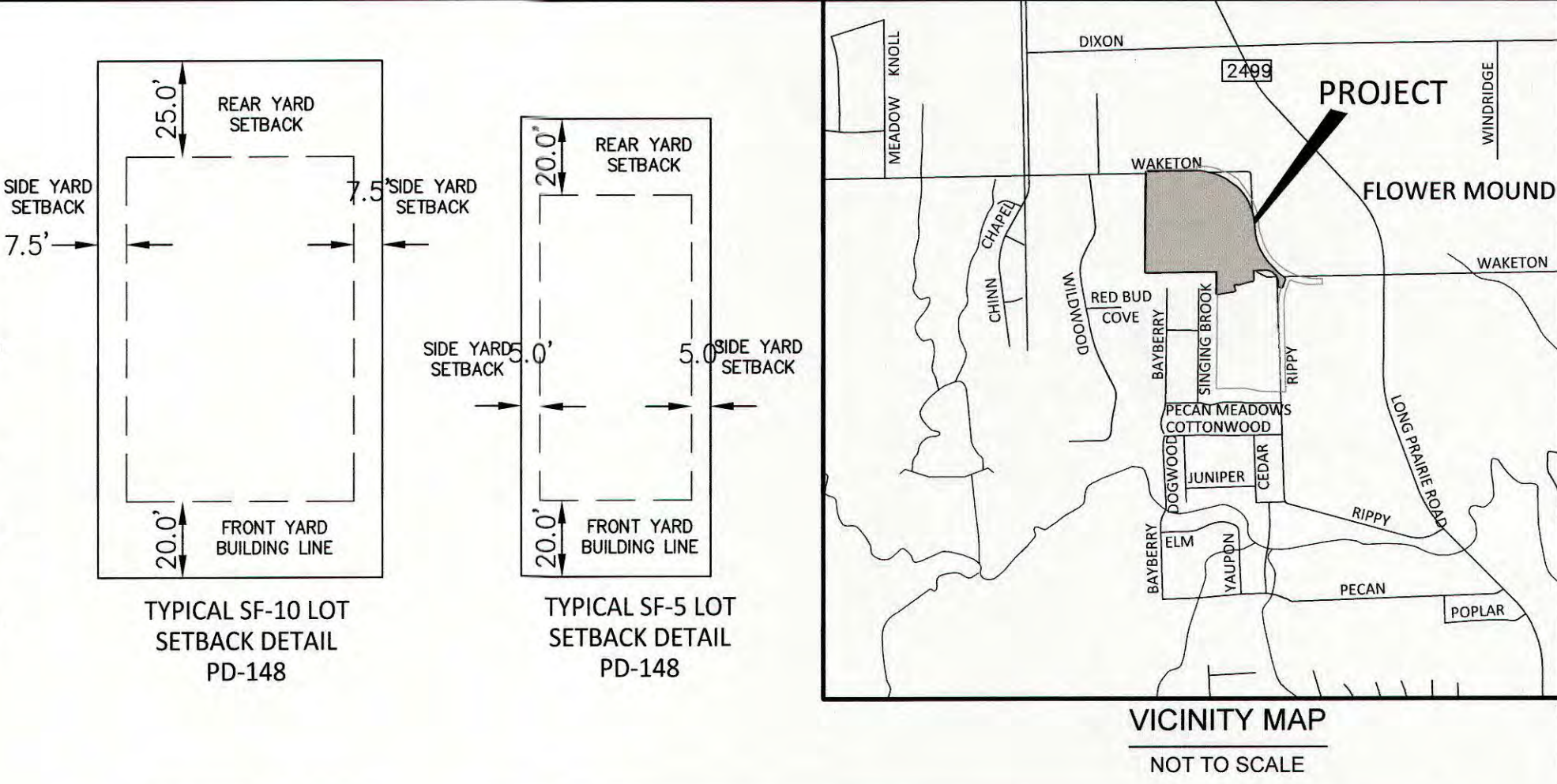
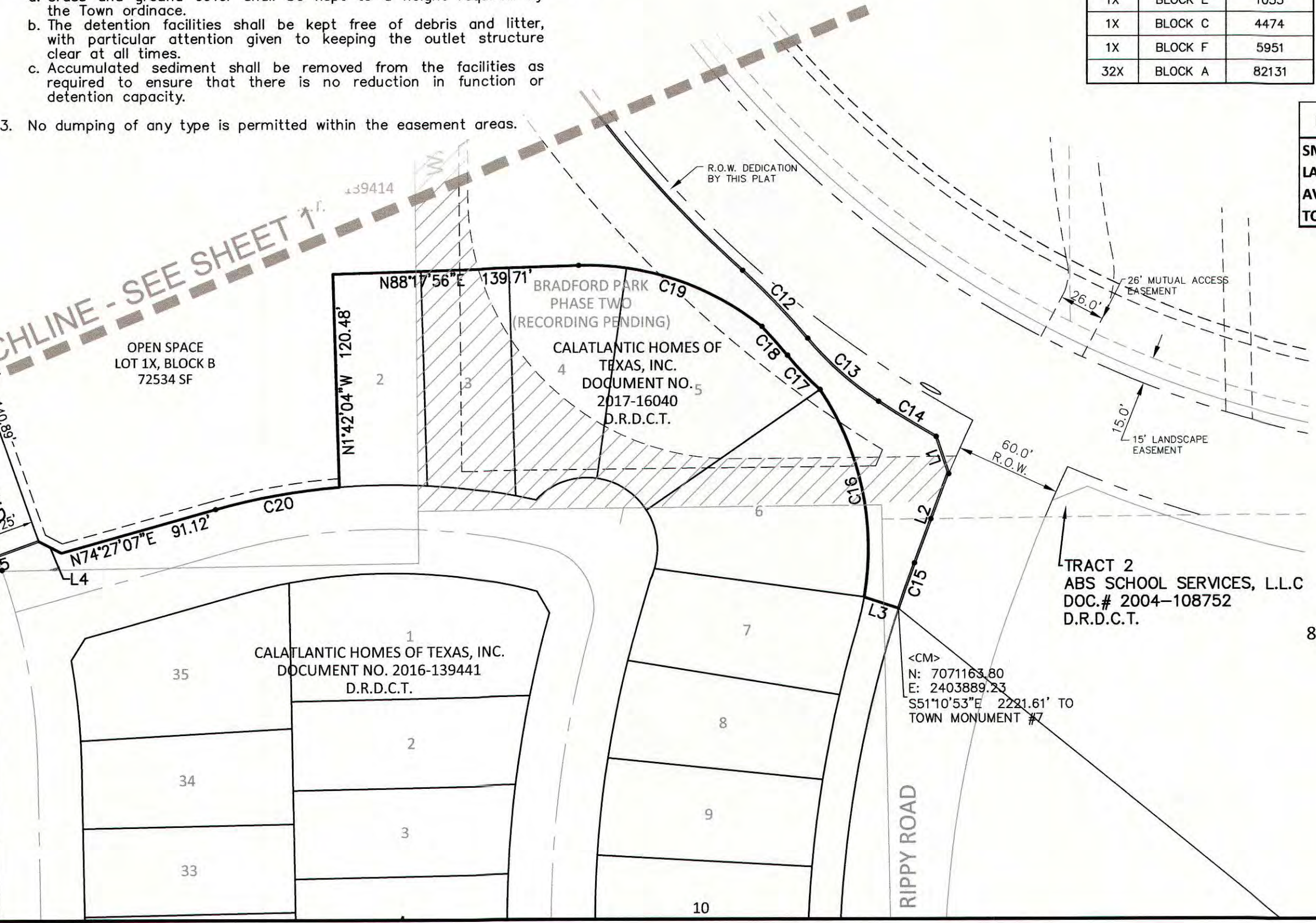
- NOTES:
- This development is subject to PD-148.
 - Pursuant to the Ordinance No. 36-92 of the Town of Flower Mound, Texas, a mandatory Homeowners Association shall be established and created to assume and be responsible for the continuous and perpetual operation maintenance and/or supervision of drainage easements, landscaping systems or their physical facilities of ground held in common and necessary or desirable for the welfare of the area of subdivision or that are of common use or benefit. Said mandatory Homeowners's Association shall be responsible for the continuous and perpetual operation maintenance and/or supervision of the landscape systems, features or elements located in parkway common area, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways.
 - All x-lots are unbuildable and shall be dedicated to and maintained by the HOA. All x-lots are Pedestrian Access Easements. X-lots shall also be used for water, sewer & drainage easements where necessary.
 - Wall maintenance easements shall be dedicated to the HOA for perpetual maintenance.
 - Any fence constructed adjacent and/or parallel to open space shall consist of wrought iron, tubular steel, masonry wall or a combination of masonry wall and decorative metal fence, where permitted. See landscape plan for specific locations.
 - All overhead utilities will be removed or placed underground.
 - All retaining/detaining walls, turn-down curbs, tree retaining walls shall be clad in a material to complement the materials and colors within this development.
 - This development is subject to approved environmental protection plan.

DRAINAGE EASEMENT NOTES:

- Upkeep and maintenance of the private drainage easements is the responsibility of the property owner.

- Upkeep and maintenance shall include but no be limited to the following items:
 - Grass and ground cover shall be kept to a height required by the Town ordinance.
 - The detention facilities shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
 - Accumulated sediment shall be removed from the facilities as required to ensure that there is no reduction in function or detention capacity.

3. No dumping of any type is permitted within the easement areas.



APPROVED:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Claudio Forest
Chairman, Planning & Zoning Commission

_____, 20____.
Date

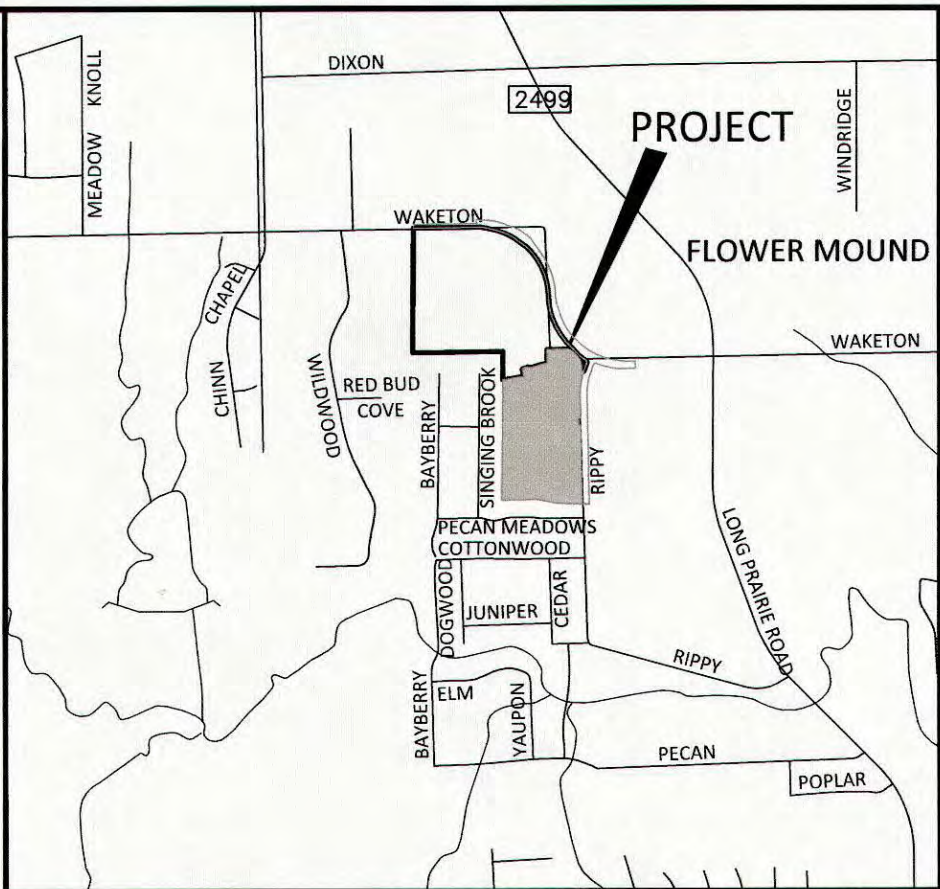
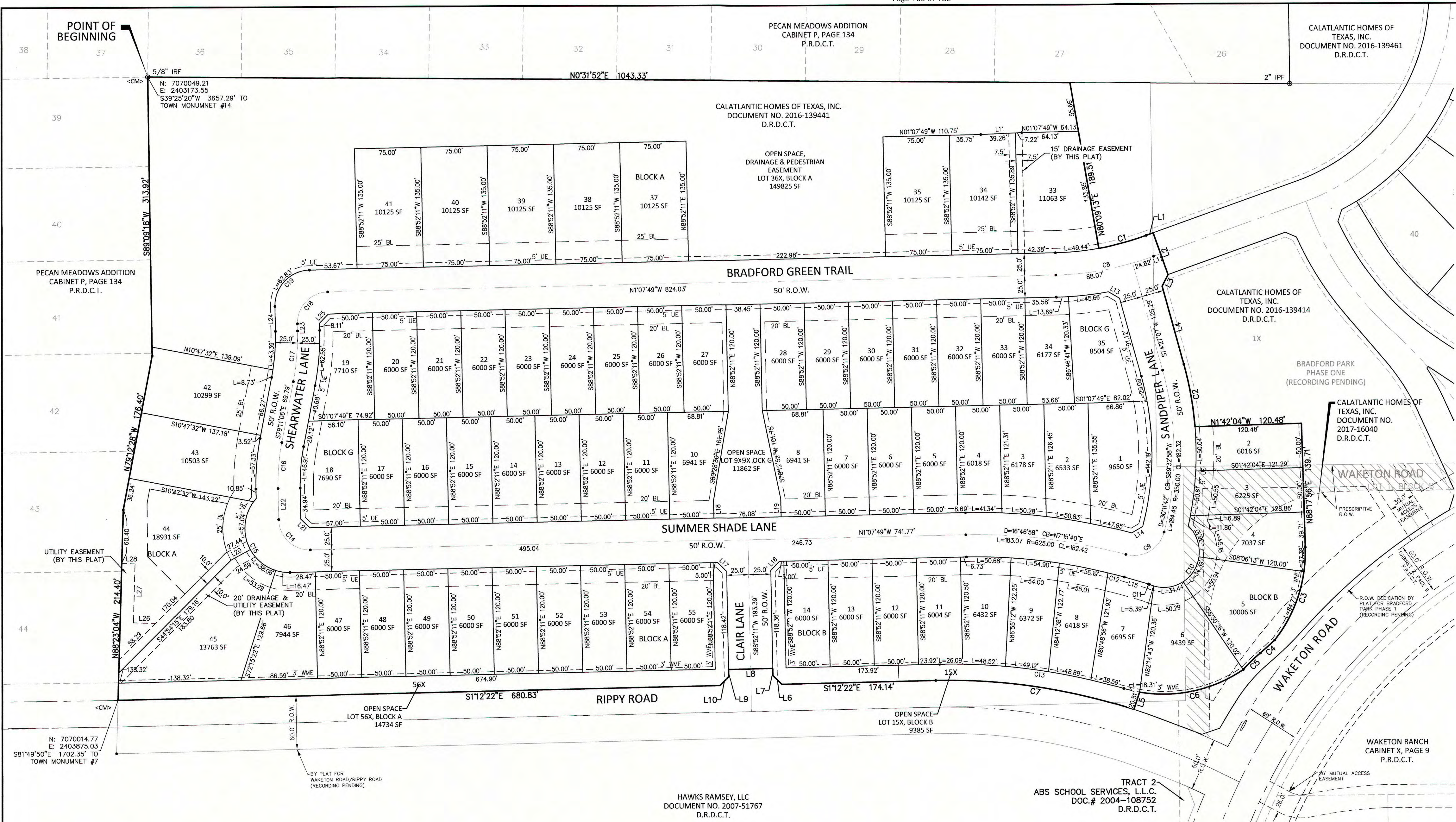
SIGNED AND SEALED:

TOWN OF FLOWER MOUND

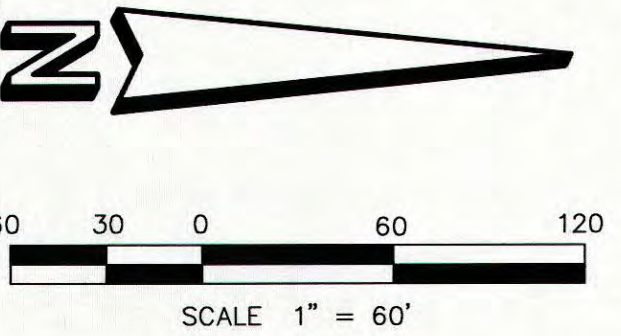
Theresa Scott, Town Secretary
Town of Flower Mound

Doug Powell
Executive Director of Development Services

LOT ACREAGE			LOT ACREAGE			LOT ACREAGE			LOT ACREAGE			LOT ACREAGE		
LOT #	BLOCK	S.F.	LOT #	BLOCK	S.F.	LOT #	BLOCK	S.F.	LOT #	BLOCK	S.F.	LOT #	BLOCK	S.F.
2	BLOCK A	6716	17	BLOCK A	10519	2	BLOCK D	7869	22	BLOCK D	7362	2	BLOCK F	7401
3	BLOCK A	7093	18	BLOCK A	10709	3	BLOCK D	6761	23	BLOCK D	7766	3	BLOCK F	6117
4	BLOCK A	8366	19	BLOCK A	10828	4	BLOCK D	6678	24	BLOCK D	7863	4	BLOCK F	6204
5	BLOCK A	6005	20	BLOCK A	10877	5	BLOCK D	6621	25	BLOCK D	7647	5	BLOCK F	6307
6	BLOCK A	7128	21	BLOCK A	10855	6	BLOCK D	6586	26	BLOCK D	7613	6	BLOCK F	6306
7	BLOCK A	7225	22	BLOCK A	10762	7	BLOCK D	7112	27	BLOCK D	8542	7	BLOCK F	6306
8	BLOCK A	7730	23	BLOCK A	10599	8	BLOCK D	7332	28	BLOCK D	6538	8	BLOCK F	6307
9	BLOCK A	8295	24	BLOCK A	10365	9	BLOCK D	7057	29	BLOCK D	6879	9	BLOCK F	6307
10	BLOCK A	8112	25	BLOCK A	12718	10	BLOCK D	6868	30	BLOCK D	8377	10	BLOCK F	7848
11	BLOCK A	8007	26	BLOCK A	19375	11	BLOCK D	6751	31	BLOCK D	8378	11	BLOCK F	7858
12	BLOCK A	10971	27	BLOCK A	10722	12	BLOCK D	6710	32	BLOCK D	7468	12	BLOCK F	6240
13	BLOCK A	8916	28	BLOCK A	10686	13	BLOCK D	6745	33	BLOCK D	7108	13	BLOCK F	6240
14	BLOCK A	9634	29	BLOCK A	10264	14	BLOCK D	6313	34	BLOCK D	6822	14	BLOCK F	6240
15	BLOCK A	16839	30	BLOCK A	10177	15	BLOCK D	6092	35	BLOCK D	6778	15	BLOCK F	6240
16	BLOCK A	10143	31	BLOCK A	10424	16	BLOCK D	8483	36	BLOCK D	7121	16	BLOCK F	6241
COMMON AREA ACREAGE														
NAME	BLOCK	S.F.												
1X	BLOCK A	88530												
1X	BLOCK B	72534												
1X	BLOCK D	83324												
1X	BLOCK E	1053												
1X	BLOCK C	4474												
1X	BLOCK F	5951												
32X	BLOCK A	82131												
LOT/BLOCK ANALYSIS FOR PHASE ONE														
SMALLEST LOT SIZE (SF)			6005											
LARGEST LOT SIZE (SF)			19375											

VICINITY MAP
NOT TO SCALE

- LEGEND**
- Point of Curvature or Tangency on Center Line
 - 1/2" Iron rod set with a yellow plastic cap stamped "JVC" (unless otherwise noted)
 - 1/2" IRF
 - AC Acre
 - BL Building Line
 - C1 Curve No.
 - <CM> Control Monument
 - DE Drainage Easement
 - Esmt Easement
 - IPF Iron Pipe Found
 - IRF Iron Rod Found
 - L1 Line No.
 - SF Square Feet
 - UE Utility Easement
 - WME Wall Maintenance Easement
 - D.R.D.C.T. = Deed Records of Denton County, Texas
 - P.R.D.C.T. = Official Public Records of Denton County, Texas



RECORD PLAT OF

BRADFORD PARK
PHASE TWO

BLOCK A, LOTS 33-35, 36X, 37-55 & 56X;
BLOCK B, LOTS 2-14, 15X;
BLOCK G, LOTS 1-8, 9X & 10-35

BEING 18.942 ACRES LOCATED IN THE
J. WATKINS SURVEY - ABSTRACT NO. 1324

AN ADDITION IN THE
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS
CONTAINING 69 SINGLE-FAMILY RESIDENTIAL
LOTS & 4 OPEN SPACE/H.O.A. LOTS

Owner/Applicant:
CalAtlantic Homes of Texas, Inc.
2600 Network Blvd, Suite 600
Frisco, TX 75034
469-731-3100

Engineer/Surveyor:
J. Volk Consulting, Inc.
830 Central Parkway East, Suite 300
Plano, Texas 75074
972-201-3100

21 March 2017
SHEET 1 OF 2

J. VOLK consulting
830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

RECORDING INFORMATION

LEGAL DESCRIPTION

BRADFORD PARK – PHASE TWO
18.942 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being part of Lot 2, Block B of WAKETON RANCH, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas and being part of those tracts of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139414 and Document No. 2016-139441, Deed Records, Denton County, Texas and being part of that tract of land described in Deed to Hawks Ramsey, LLC, as recorded in Document No. 2007-51767, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the common southwest corner of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441, northwest corner of Lot 39, Block S of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas, northeast corner of Lot 37, Block S of said PECAN MEADOWS ADDITION and southeast corner of Lot 36, Block S of said PECAN MEADOWS ADDITION;

THENCE North 00 degrees 31 minutes 52 seconds East, with the common west line of said CalAtlantic Homes of Texas, Inc. tract recorded in Document No. 2016-139441 and east line of said PECAN MEADOWS ADDITION, a distance of 1,043.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 80 degrees 09 minutes 13 seconds East, leaving said common line, a distance of 189.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the left having a central angle of 09 degrees 45 minutes 51 seconds, a radius of 325.00 feet and a chord bearing and distance of North 14 degrees 43 minutes 42 seconds West, 55.32 feet;

THENCE Northerly, with said curve to the left, an arc distance of 55.39 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 19 degrees 36 minutes 38 seconds West, a distance of 8.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 70 degrees 23 minutes 22 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 62 degrees 34 minutes 45 seconds East, a distance of 14.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 74 degrees 27 minutes 07 seconds East, a distance of 91.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a curve to the right having a central angle of 10 degrees 56 minutes 47 seconds, a radius of 375.00 feet and a chord bearing and distance of North 79 degrees 55 minutes 31 seconds East, 71.54 feet;

THENCE Easterly, with said curve to the right, an arc distance of 71.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 01 degrees 42 minutes 04 seconds West, a distance of 120.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 88 degrees 17 minutes 56 seconds East, a distance of 139.71 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a curve to the right having a central angle of 40 degrees 09 minutes 44 seconds, a radius of 160.00 feet and a chord bearing and distance of South 71 degrees 37 minutes 12 seconds East, 109.87 feet;

THENCE Easterly, with said curve to the right, an arc distance of 112.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the right having a central angle of 03 degrees 29 minutes 58 seconds, a radius of 358.26 feet and a chord bearing and distance of South 41 degrees 33 minutes 59 seconds East, 21.88 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 21.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a reverse curve to the left having a central angle of 07 degrees 55 minutes 08 seconds, a radius of 194.35 feet and a chord bearing and distance of South 43 degrees 46 minutes 34 seconds East, 26.84 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 26.86 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the right having a central angle of 44 degrees 00 minutes 34 seconds, a radius of 160.00 feet and a chord bearing and distance of South 12 degrees 01 minutes 26 seconds East, 119.90 feet;

THENCE Southerly, with said curve to the right, an arc distance of 122.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 71 degrees 43 minutes 08 seconds East, a distance of 20.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the left having a central angle of 19 degrees 29 minutes 15 seconds, a radius of 670.00 feet and a chord bearing and distance of South 08 degrees 32 minutes 15 seconds West, 226.78 feet;

THENCE Southerly, with said curve to the left, an arc distance of 227.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 01 degrees 12 minutes 22 seconds East, a distance of 174.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 43 degrees 49 minutes 54 seconds West, a distance of 14.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 88 degrees 52 minutes 11 seconds West, a distance of 8.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 01 degrees 12 minutes 22 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 88 degrees 52 minutes 11 seconds East, a distance of 8.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 46 degrees 10 minutes 06 seconds East, a distance of 14.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 01 degrees 12 minutes 22 seconds East, a distance of 680.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the northeast corner of Lot 1X, Block S of the above mentioned PECAN MEADOWS ADDITION;

THENCE Westerly, with the north line of said PECAN MEADOWS ADDITION, the following three (3) courses and distances:

North 88 degrees 23 minutes 04 seconds West, a distance of 214.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 79 degrees 12 minutes 28 seconds West, a distance of 176.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

South 89 degrees 09 minutes 18 seconds West, a distance of 313.92 feet to the POINT OF BEGINNING and containing 18.942 acres of land, more or less.

DRAINAGE EASEMENT NOTES:

- Upkeep and maintenance of the private drainage easements is the responsibility of the property owner.
- Upkeep and maintenance shall include but no be limited to the following items:
 - Grass and ground cover shall be kept to a height required by the Town ordinance.
 - The detention facilities shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
 - Accumulated sediment shall be removed from the facilities as required to ensure that there is no reduction in function or detention capacity.
- No dumping of any type is permitted within the easement areas.

1.General

All developments of over five acres shall be required to install a geodetic control network station (monument) within the boundaries of the development. The location of the station (monument) shall be selected and approved by the Town. The entire cost of the survey and installation of the station (monument) shall be the responsibility of the developers.

2. Survey Technical Specifications

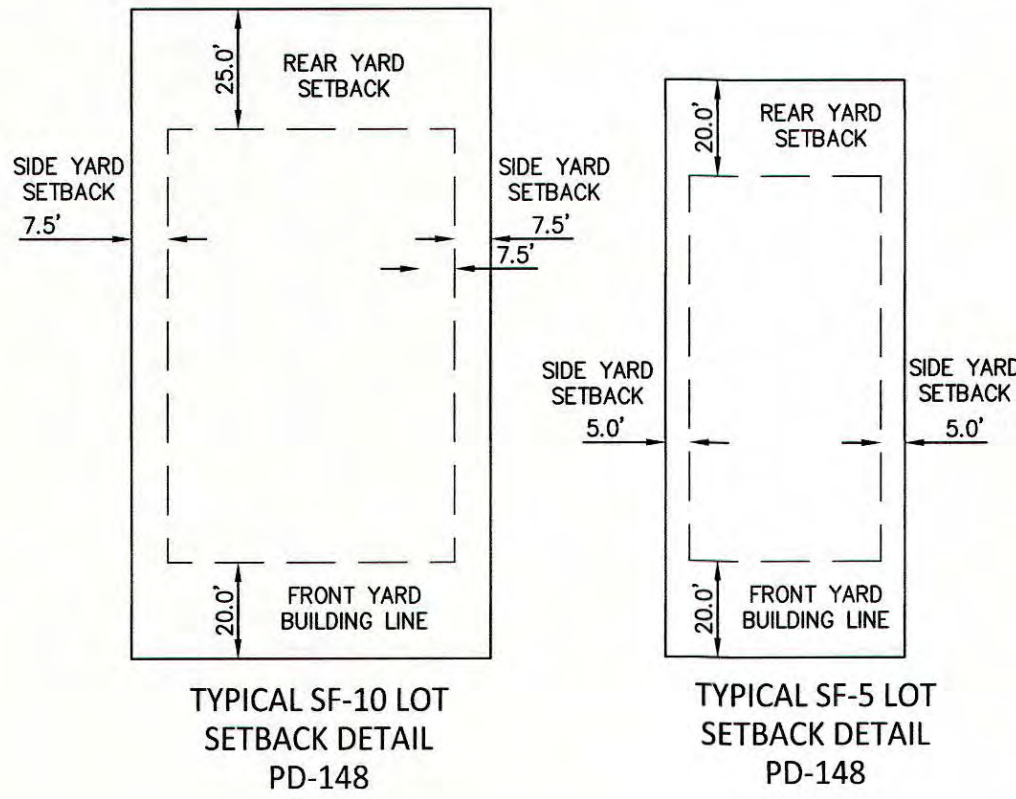
The geodetic control station (monument) shall be established utilizing Global Positioning Real Time Kinematic methods. The published results of the survey shall be in accordance with the following specifications: horizontal positions will have a positional tolerance of 0.2 feet and a vertical position shall have a positional tolerance of 0.3 feet.

3. Monument Installation Specifications

The monuments shall be constructed using Berntsen CD2 Concrete Markers (2" diameter) or equivalent. The 2" diameter domed aluminum cap shall have "THE TOWN OF FLOWER MOUND" stamped on its face in 1/8" size letters around the outside edge. The monuments typically shall be placed on drainage structures or in concrete paving utilizing Berntsen DRYLOK Fast Plug anchoring epoxy or equivalent.

4. Geodetic Control Station Data Sheet Specifications

The Town shall be furnished with both an electronic file and an 8 1/2" by 11" hard copy of the monument description form. The monument description form shall have the minimum data shown and follow the format of the example monument description contained in the Standard Details.



OWNER'S DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CALATLANTIC HOMES OF TEXAS, INC., acting herein by and through it's duly authorized officers, does hereby adopt this plat designated herein as BRADFORD PARK – PHASE TWO, an addition to the Town of Flower Mound, Denton County, Texas. The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys, and rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing al or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

Witness, my hand at Dallas, Texas, this _____ day of _____, 20____.

CALATLANTIC HOMES OF TEXAS, INC.

By: _____

NAME: CHIP BOYD

TITLE: VICE PRESIDENT OF LAND DEVELOPMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Chip Boyd (of CalAtlantic Homes of Texas, Inc.) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC in and for the STATE OF TEXAS

My commission expires: _____

SURVEYOR'S CERTIFICATION:

I, Ryan S. Reynolds, a Registered Professional Land Surveyor, do hereby certify that the plat shown herein accurately represents the property as determined by an on the ground survey made under my direct supervision and that all corners are as shown.

RYAN S. REYNOLDS, R.P.L.S.
Texas Registered Professional Land Surveyor No. 6385.

STATE OF TEXAS §
COUNTY OF COLLIN §

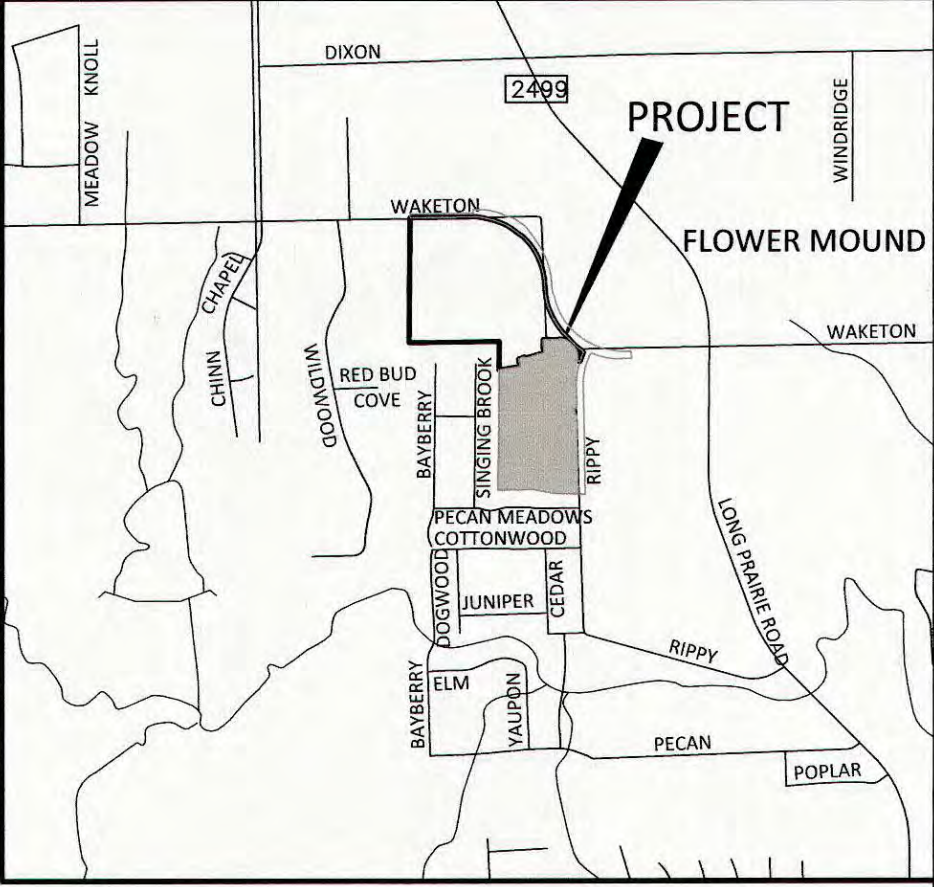
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ryan S. Reynolds known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC in and for the STATE OF TEXAS

My commission expires: _____



VICINITY MAP

NOT TO SCALE

NOTES:

- This development is subject to PD-148.
- Pursuant to the Ordinance No. 36-92 of the Town of Flower Mound, Texas, a mandatory Homeowners Association shall be established and created to assume and be responsible for the continuous and perpetual operation maintenance and/or supervision of drainage easements, landscaping systems or their physical facilities of ground held in common and necessary or desirable for the welfare of the area of subdivision or that are of common use or benefit. Said mandatory Homeowners's Association shall be responsible for the continuous and perpetual operation maintenance and/or supervision of the landscape systems, features or elements located in parkway common area, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways.
- All x-lots are unbuildable and shall be dedicated to and maintained by the HOA. All x-lots are Pedestrian Access Easements. X-lots shall also be used for water, sewer & drainage easements where necessary.
- Wall maintenance easements shall be dedicated to the HOA for perpetual maintenance.
- Any fence constructed adjacent and/or parallel to open space shall consist of wrought iron, tubular steel, masonry wall or a combination of masonry wall and decorative metal fence, where permitted. See landscape plan for specific locations.
- All overhead utilities will be removed or placed underground.
- All retaining/detaining walls, turn-down curbs, tree retaining walls shall be clad in a material to complement the materials and colors within this development.
- This development is subject to approved environmental protection plan.

APPROVED:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Claudio Forest
Chairman, Planning & Zoning Commission

Doug Powell
Executive Director of Development Services

_____, 20____.
Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound

RECORD PLAT
OF

BRADFORD PARK
PHASE TWO

BLOCK A, LOTS 33-35, 36X, 37-55 & 56X;
BLOCK B, LOTS 2-14, 15X;
BLOCK G, LOTS 1-8, 9X & 10-35

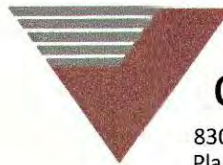
BEING 18.942 ACRES LOCATED IN THE
J. WATKINS SURVEY - ABSTRACT NO. 1324

AN ADDITION IN THE
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS
CONTAINING 69 SINGLE-FAMILY RESIDENTIAL
LOTS & 4 OPEN SPACE/H.O.A. LOTS

Owner/Applicant:
CalAtlantic Homes of Texas, Inc.
2600 Network Blvd, Suite 600
Frisco, TX 75034
469-731-3100

Engineer/Surveyor:
J. Volk Consulting, Inc.
830 Central Parkway East, Suite 300
Plano, Texas 75074
972-201-3100

SHEET 2 OF 2
21 March 2017



830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

RECORDING INFORMATION

EXHIBIT D – ABANDONED RIGHT-OF-WAY PROPERTY

LEGAL DESCRIPTION
PARCEL I
0.333 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being part of Waketon Road, a 30 foot right-of-way dedicated by ROBERTSON'S CREEK ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 107, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the south line of said Waketon Road for the northeast corner of that tract of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139483, Deed Records, Denton County, Texas;

THENCE South 88 degrees 42 minutes 21 seconds West, with said south line, a distance of 416.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the common northwest corner of said CalAtlantic Homes of Texas, Inc. tract and northeast corner of that tract of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139461, Deed Records, Denton County, Texas;

THENCE South 89 degrees 23 minutes 46 seconds West, continuing with said south line, a distance of 4.45 feet to a point for corner at the beginning of a curve to the left having a central angle of 06 degrees 03 minutes 12 seconds, a radius of 686.00 feet and a chord bearing and distance of North 74 degrees 59 minutes 10 seconds West, 72.44 feet;

THENCE Northwesterly, leaving said south line, an arc distance of 72.48 feet to a point for corner at the beginning of a curve to the left having a central angle of 10 degrees 53 minutes 43 seconds, a radius of 282.03 feet and a chord bearing and distance of North 83 degrees 27 minutes 37 seconds West, 53.55 feet;

THENCE Westerly, with said curve to the left, an arc distance of 53.63 feet to a point for corner at the beginning of a curve to the right having a central angle of 01 degrees 55 minutes 21 seconds, a radius of 1,595.97 feet and a chord bearing and distance of North 87 degrees 56 minutes 48 seconds West, 53.55 feet;

THENCE Westerly, with said curve to the right, an arc distance of 53.55 feet to a point for corner at the beginning of a curve to the left having a central angle of 03 degrees 37 minutes 06 seconds, a radius of 680.00 feet and a chord bearing and distance of North 88 degrees 47 minutes 40 seconds West, 42.94 feet;

THENCE Westerly, with said curve to the left, an arc distance of 42.94 feet to a point for corner in the north line of the above mentioned Waketon Road;

THENCE North 89 degrees 23 minutes 46 seconds East, with said north line, a distance of 223.57 feet to a point for corner;

THENCE North 88 degrees 42 minutes 21 seconds East, continuing with said north line, a distance of 416.99 feet to a point for corner;

THENCE South 00 degrees 33 minutes 39 seconds East, leaving said north line, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 14,505 square feet or 0.333 acres of land, more or less.

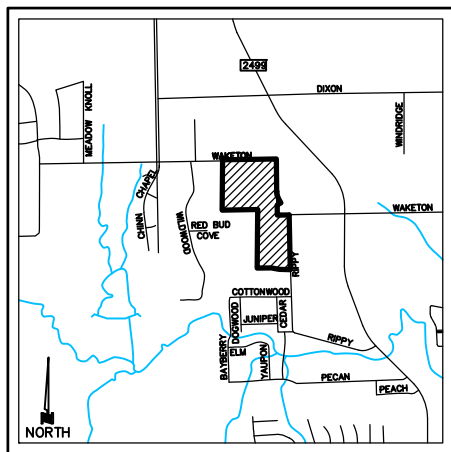
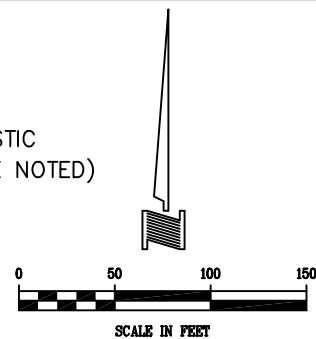
EXHIBIT E - ABANDONED RIGHT-OF-WAY PROPERTY

(A copy of a map depicting the Abandoned Right-of-Way follows this cover page.)

LEGEND

- P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
 ⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC
 CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
 ● = POINT FOR CORNER

NOTE: BASIS OF BEARINGS DERIVED FROM
 THE TEXAS STATE PLANE COORDINATE
 SYSTEM, NAD83, NORTH CENTRAL ZONE.

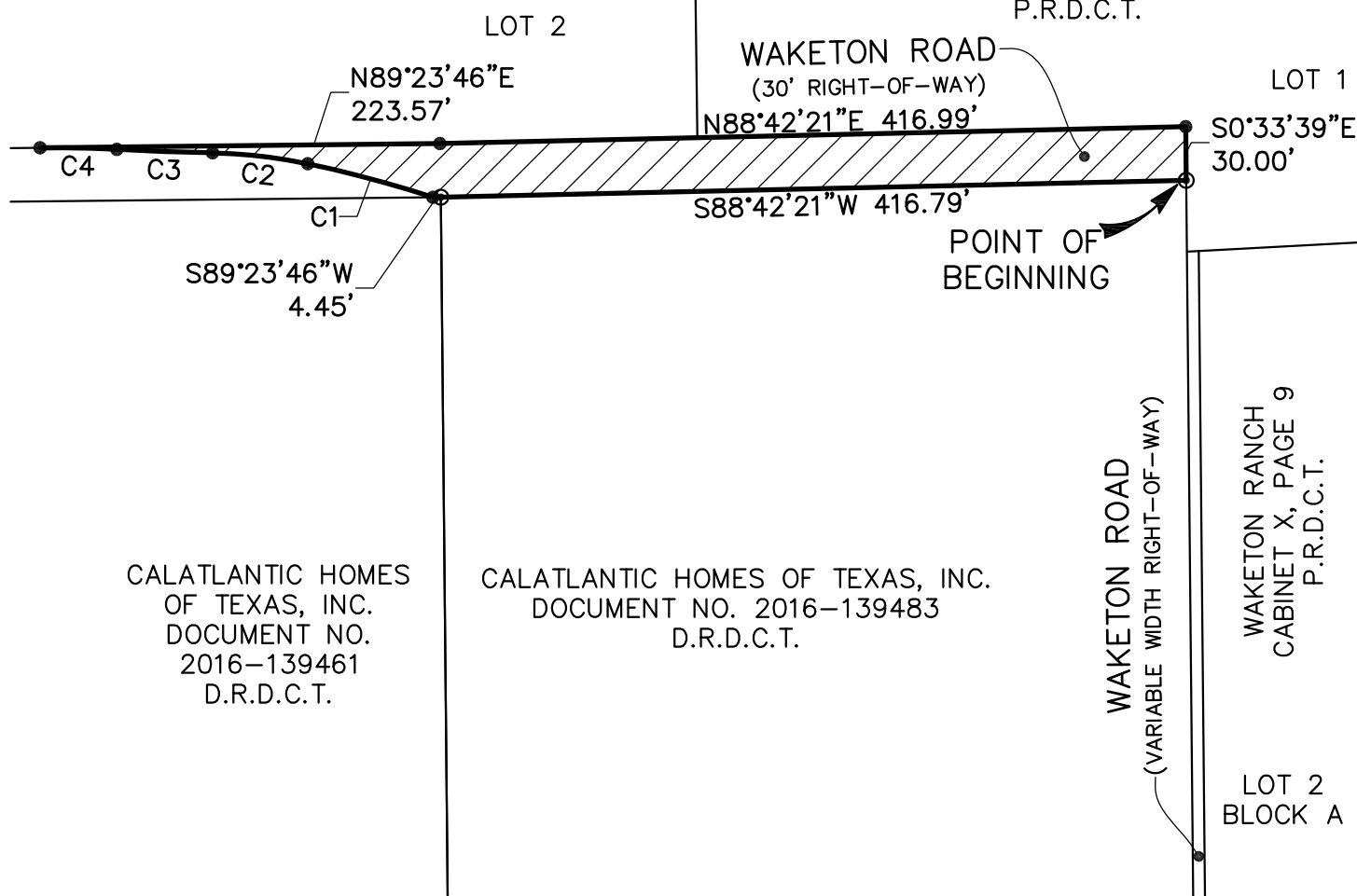


LOCATION MAP

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	6°03'12"	686.00'	36.27'	72.48'	N74°59'10"W 72.44'
C2	10°53'43"	282.03'	26.90'	53.63'	N83°27'37"W 53.55'
C3	1°55'21"	1595.97'	26.78'	53.55'	N87°56'48"W 53.55'
C4	3°37'06"	680.00'	21.48'	42.94'	N88°47'40"W 42.94'

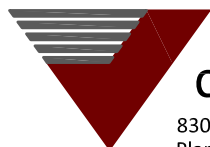
ROBERTSON'S CREEK ADDITION
 CABINET X, PAGE 107
 P.R.D.C.T.



CALATLANTIC HOMES
 OF TEXAS, INC.
 DOCUMENT NO.
 2016-139461
 D.R.D.C.T.

CALATLANTIC HOMES OF TEXAS, INC.
 DOCUMENT NO. 2016-139483
 D.R.D.C.T.

WAKETON RANCH
 CABINET X, PAGE 9
 P.R.D.C.T.



J. VOLK
consulting

830 Central Parkway East, Suite 300
 Plano, Texas 75074
 972.201.3100 TBPLS Registration No. 10194033

BOUNDARY EXHIBIT

14,505 SQUARE FEET OR 0.333 ACRES
 J. WATKINS SURVEY, ABSTRACT NO. 1324
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS PROVIDING FOR THE ABANDONMENT AND RELEASE OF THE TOWN'S INTEREST IN A PORTION OF A THIRTY FOOT RIGHT-OF-WAY DEDICATED TO THE TOWN BY PLAT ON MAY 2, 2006; PROVIDING FOR RECORDING OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is located on certain property located within the Town of Flower Mound, Texas a thirty foot (30') public right-of-way as shown on Exhibit A attached hereto and incorporated herein (the "Right-of-Way"); and

WHEREAS, on or about May 2, 2006, said Right-of-Way was dedicated by plat by EPC Holdings JCP LLC and SWC FM 2499 & Dixon Ltd. to the Town of Flower Mound, Texas, for public uses, said plat filed on May 26, 2006, recorded as Document number 62687 in/under Cabinet X, page 107 of the Real Property Records of Denton County, Texas; and,

WHEREAS, a portion of the Right-of-Way described on Exhibit B and depicted on Exhibit C attached hereto and incorporated herein (the "Abandoned ROW") is no longer needed as the alignment of the abutting roadway has been modified and therefore the Town wishes to release said Abandoned ROW to the abutting property owner and that such portion of the public right-of-way constitutes a public charge without a corresponding public benefit, and the public would be better served and benefitted by vacation and abandonment of such portion of the Right-of-Way; and

WHEREAS, the Town has no utilities located in the Abandoned ROW and no longer needs the Abandoned ROW for any public purpose; and,

WHEREAS, the Town Council deems it advisable to abandon the Town's interest in the Abandoned ROW for the reason that the said portion of the Right-of-Way is not now needed and will not be used or needed by the Town for public use, and said property should be abandoned, relinquished, and vacated;

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

SECTION 1
INCORPORATION OF RECITALS

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ABANDONMENT OF EASEMENT

The Town of Flower Mound does hereby release, abandon, relinquish, and vacate its interest in the Abandoned ROW described on Exhibit B and depicted on Exhibit C.

ORDINANCE NO. _____

Page 2

SECTION 3
EXTENT OF ABANDONMENT

The abandonment provided herein shall apply to the Town's public right, title, easement, and interest that the Town may lawfully abandon, vacate, and relinquish. The Town makes no warranty or representation as to title to the property as released.

SECTION 4
AUTHORIZATION FOR MAYOR TO SIGN

The Mayor of the Town of Flower Mound, Texas is hereby authorized to sign all documents necessary to effectuate the release.

SECTION 5
CERTIFICATION; RECORDING

The Town Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Deed Records of Denton County, Texas.

SECTION 6
EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and it is so ordained.

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

APPROVED:

Thomas E. Hayden, MAYOR

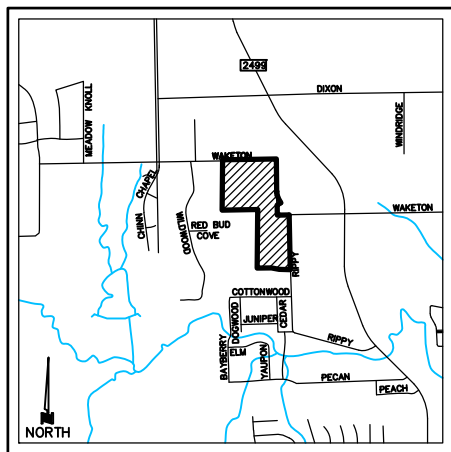
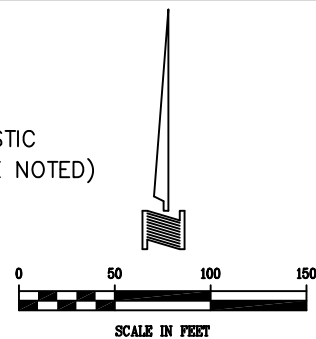
ATTEST:

Theresa Scott, TOWN SECRETARY

LEGEND

- P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
 ⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC
 CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
 ● = POINT FOR CORNER

NOTE: BASIS OF BEARINGS DERIVED FROM
 THE TEXAS STATE PLANE COORDINATE
 SYSTEM, NAD83, NORTH CENTRAL ZONE.

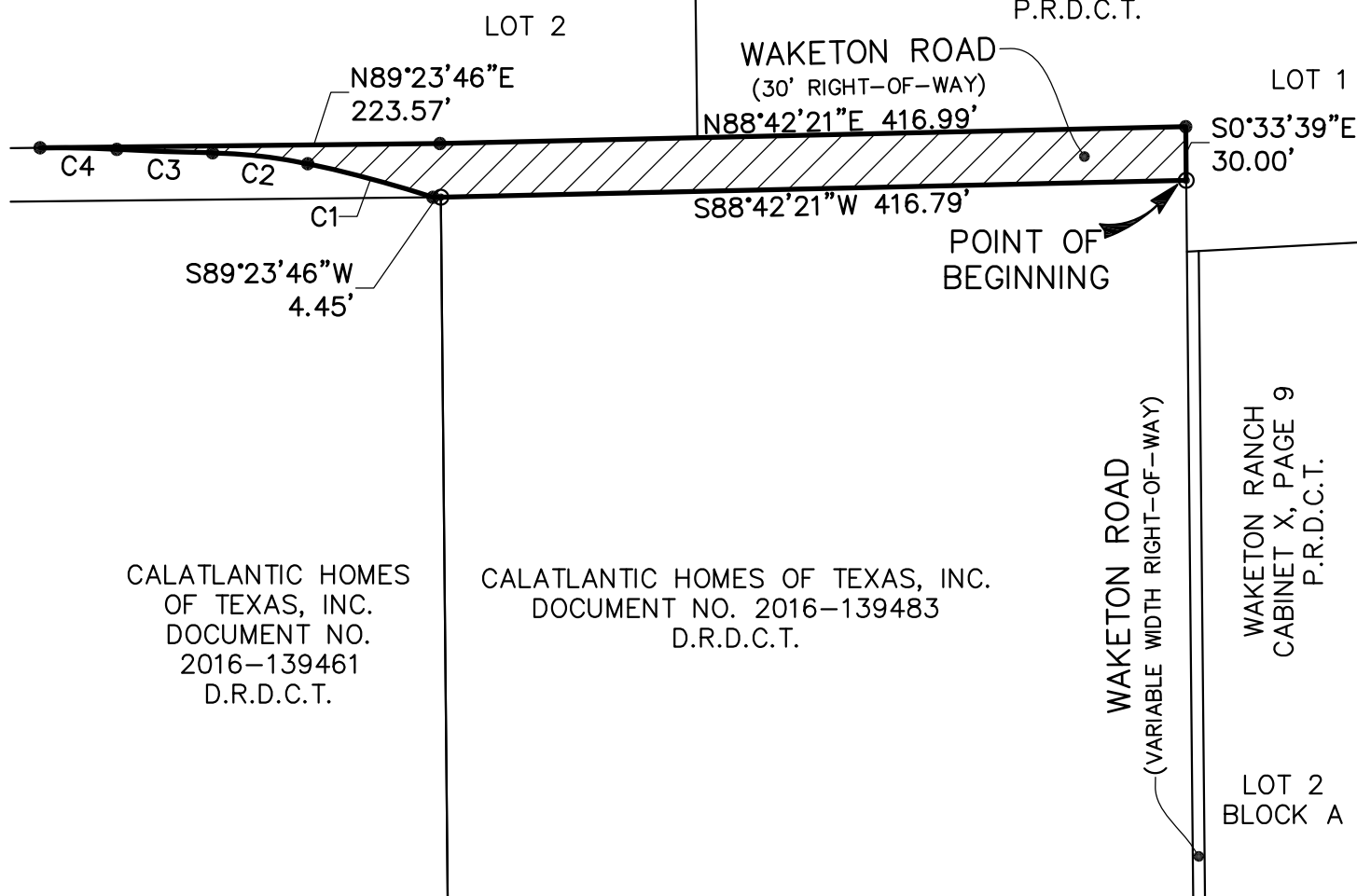


LOCATION MAP

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	6°03'12"	686.00'	36.27'	72.48'	N74°59'10"W 72.44'
C2	10°53'43"	282.03'	26.90'	53.63'	N83°27'37"W 53.55'
C3	1°55'21"	1595.97'	26.78'	53.55'	N87°56'48"W 53.55'
C4	3°37'06"	680.00'	21.48'	42.94'	N88°47'40"W 42.94'

ROBERTSON'S CREEK ADDITION
 CABINET X, PAGE 107
 P.R.D.C.T.



CALATLANTIC HOMES
 OF TEXAS, INC.
 DOCUMENT NO.
 2016-139461
 D.R.D.C.T.

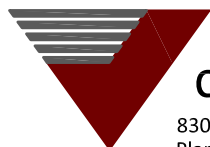
CALATLANTIC HOMES OF TEXAS, INC.
 DOCUMENT NO. 2016-139483
 D.R.D.C.T.

LOT 2
 BLOCK A

Exhibit A

BOUNDARY EXHIBIT

14,505 SQUARE FEET OR 0.333 ACRES
 J. WATKINS SURVEY, ABSTRACT NO. 1324
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



J. VOLK
consulting

830 Central Parkway East, Suite 300
 Plano, Texas 75074
 972.201.3100 TBPLS Registration No. 10194033

Exhibit B

LEGAL DESCRIPTION
PARCEL I
0.333 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being part of Waketon Road, a 30 foot right-of-way dedicated by ROBERTSON'S CREEK ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 107, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the south line of said Waketon Road for the northeast corner of that tract of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139483, Deed Records, Denton County, Texas;

THENCE South 88 degrees 42 minutes 21 seconds West, with said south line, a distance of 416.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the common northwest corner of said CalAtlantic Homes of Texas, Inc. tract and northeast corner of that tract of land described in Deed to CalAtlantic Homes of Texas, Inc., as recorded in Document No. 2016-139461, Deed Records, Denton County, Texas;

THENCE South 89 degrees 23 minutes 46 seconds West, continuing with said south line, a distance of 4.45 feet to a point for corner at the beginning of a curve to the left having a central angle of 06 degrees 03 minutes 12 seconds, a radius of 686.00 feet and a chord bearing and distance of North 74 degrees 59 minutes 10 seconds West, 72.44 feet;

THENCE Northwesterly, leaving said south line, an arc distance of 72.48 feet to a point for corner at the beginning of a curve to the left having a central angle of 10 degrees 53 minutes 43 seconds, a radius of 282.03 feet and a chord bearing and distance of North 83 degrees 27 minutes 37 seconds West, 53.55 feet;

THENCE Westerly, with said curve to the left, an arc distance of 53.63 feet to a point for corner at the beginning of a curve to the right having a central angle of 01 degrees 55 minutes 21 seconds, a radius of 1,595.97 feet and a chord bearing and distance of North 87 degrees 56 minutes 48 seconds West, 53.55 feet;

THENCE Westerly, with said curve to the right, an arc distance of 53.55 feet to a point for corner at the beginning of a curve to the left having a central angle of 03 degrees 37 minutes 06 seconds, a radius of 680.00 feet and a chord bearing and distance of North 88 degrees 47 minutes 40 seconds West, 42.94 feet;

THENCE Westerly, with said curve to the left, an arc distance of 42.94 feet to a point for corner in the north line of the above mentioned Waketon Road;

THENCE North 89 degrees 23 minutes 46 seconds East, with said north line, a distance of 223.57 feet to a point for corner;

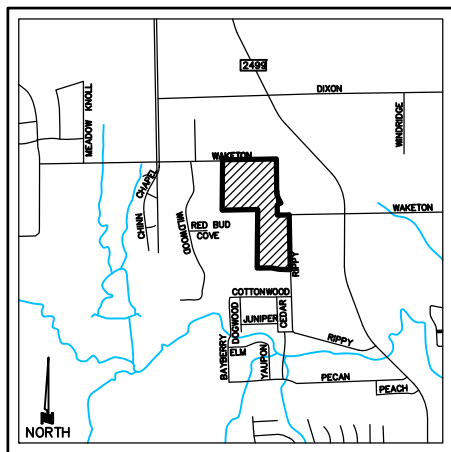
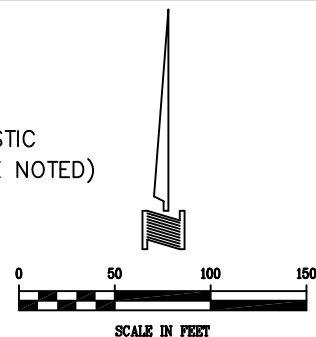
THENCE North 88 degrees 42 minutes 21 seconds East, continuing with said north line, a distance of 416.99 feet to a point for corner;

THENCE South 00 degrees 33 minutes 39 seconds East, leaving said north line, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 14,505 square feet or 0.333 acres of land, more or less.

LEGEND

- P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
 ⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC
 CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
 ● = POINT FOR CORNER

NOTE: BASIS OF BEARINGS DERIVED FROM
 THE TEXAS STATE PLANE COORDINATE
 SYSTEM, NAD83, NORTH CENTRAL ZONE.

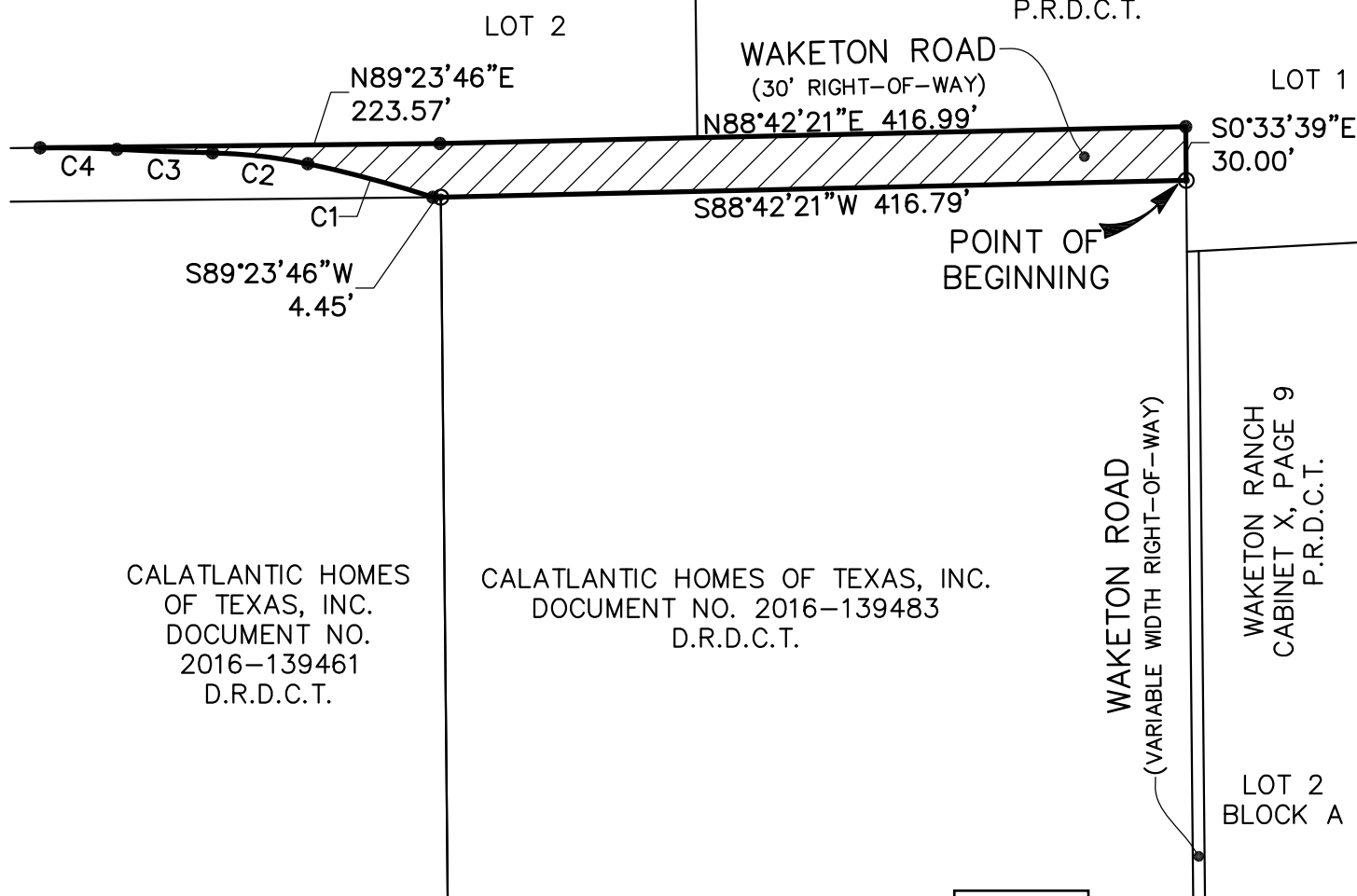


LOCATION MAP

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	6°03'12"	686.00'	36.27'	72.48'	N74°59'10"W 72.44'
C2	10°53'43"	282.03'	26.90'	53.63'	N83°27'37"W 53.55'
C3	1°55'21"	1595.97'	26.78'	53.55'	N87°56'48"W 53.55'
C4	3°37'06"	680.00'	21.48'	42.94'	N88°47'40"W 42.94'

ROBERTSON'S CREEK ADDITION
 CABINET X, PAGE 107
 P.R.D.C.T.



CALATLANTIC HOMES
 OF TEXAS, INC.
 DOCUMENT NO.
 2016-139461
 D.R.D.C.T.

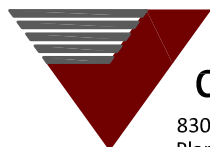
CALATLANTIC HOMES OF TEXAS, INC.
 DOCUMENT NO. 2016-139483
 D.R.D.C.T.

WAKETON RANCH
 CABINET X, PAGE 9
 P.R.D.C.T.

Exhibit C

BOUNDARY EXHIBIT

14,505 SQUARE FEET OR 0.333 ACRES
 J. WATKINS SURVEY, ABSTRACT NO. 1324
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



J. VOLK
consulting

830 Central Parkway East, Suite 300
 Plano, Texas 75074
 972.201.3100 TBPLS Registration No. 10194033

Town Council Future Agenda Items



SCHEDULED	6/5/2017	Presentation	Introduction of the Police Department's Citizen's Public Safety Patrol Bike Unit
		Consent	Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2017.
		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 an agreement with LexisNexis for the Desk Officer Reporting System that was approved during the 2016-2017 budget process; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Old Gerault Street Name Change.
		Consent	Consider approval of final acceptance of the Individual Park Improvements (Glenwick Park Bridge) project; authorization for final payment to Wall Enterprises in the amount of \$8,949.55; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of Change Order No. 5, increasing the contract amount by \$81,939.18, final acceptance of the Sagebrush Drive project, and authorization for final payment to CD Builders, Inc., in the amount of \$298,797.98; and authorization for the Mayor to execute same on behalf of the Town.
		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	Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to prepare a detailed design plans and specifications for the Wastewater Treatment Plant Rehabilitation Phase IV, Solids Facility Improvements Part 2 Project, in the amount of \$608,280.00; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	6/5/2017	Consent	Consider approval of Design Amendment No. 2 to the Professional Services Agreement with Criado and Associates, Inc., to provide additional design services, for the Yucca Drive and Woodbine Street Reconstruction project for an increase of \$17,937.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Manager at Risk Agreement with Steele Freeman Inc., for the Flower Mound Town Hall at a Guaranteed Maximum Price of \$XX,XXX,XXX.00.
		Regular	Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Newstream Hotels & Resorts, LLC, and authorization for the Mayor to execute same on behalf of the Town.
		Regular	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 \$xxxxx.
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0004 – Highland Court) to amend Planned Development District-137 (PD-137) with high density and medium density single family detached residential uses to modify the development standards regarding increasing maximum building height, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and north and east of Rippy Road. (The Planning and Zoning Commission recommended by a vote of to at its May 22, 2017, meeting.)
		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 south of Cross Timbers Road and east of Morriss Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 8, 2017, meeting.)
	6/15/2017	Work Session	Presentation and discussion on the Town's floodplain standards
	6/19/2017	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 5, 2017.
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2017 and ending September 30, 2018, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2017; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	2015 Street Reconstruction (Canterbury Ln & Superior Pl) Testing Award.

SCHEDULED	6/19/2017	Consent	FM 2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
		Consent	FM 2499 & FM 3040 Water Line Crossing Change Order 2 and Final Acceptance.
		Consent	Consider approval of a Construction Agreement with XXXXXX, for the 2015 Street Reconstruction (Superior Place & Canterbury Lane) project, in the amount of \$XXXXXX; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	2016-17 Playground Replacement - Spring Meadow Park.
		Consent	Consider approval of Amendment No. 5 to the Fiscal Year 2016-2017 Capital Improvement Program.
		Consent	Pintail Pump Station Capacity Change Order 2 & Final Acceptance.
		Consent	Shady Point Acres Water Main Replacement Construction Award.
		Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
	7/17/2017	Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	Shady Point Acres Water Main Replacement Testing Award.
		Consent	FM 2499 Roadway, Drainage, Traffic Signal Improvements Testing Award.
		Consent	Wilkerson, Rheudasil, & Cortadera Parks Pond Dredging Construction Award.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	Bakers Branch Design Award.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 19, 2017.
		Consent	2016-2017 Playground Equipment Replacement - Oak Park.
		Consent	2016-17 Playground Replacement - Bluebonnet Park.
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, 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.

SCHEDULED	7/17/2017	Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017A, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
	8/7/2017	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	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2017, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		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 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	Consent	Fire Station No. 6 Fencing & Landscaping.

SCHEDULED	8/21/2017	Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
	9/5/2017	Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/18/2017	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2017.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Fire Station #7 Design Award.
		Consent	Heritage Park Phase IV Testing Award.

FUTURE	Consent	Heritage Park Phase IV Construction Award.
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Term Limits Presentation

- § 3.02. - Term Limits.
- (a) Except as provided in § 3.02(b) of this Charter, beginning with the Town Council election to be conducted on the second Saturday in May, 2013, neither the Mayor nor any member of the Town Council elected from and after said date shall be elected for more than two (2) full consecutive terms for any place or position on the Town Council.
- (b) A person who has served two (2) full consecutive terms as a Councilperson shall be eligible to be elected to the office of Mayor for two (2) full consecutive terms.
- (Ord. No. 15-12, (Prop. 1, approved at referendum 5-12-2012), adopted 5-21-2012; [Ord. No. 64-16](#), (Prop. 1, approved at referendum 11-8-2016), adopted 11-21-2016)

Mayor Hayden

- Applicable full terms post-May 2013:
 - 1) 2014 – 2016
 - 2) 2016 – 2018
- Ineligible for reelection to any seat in 2018.

Councilmember Jason Webb (Place 1)

- Applicable full terms post-May 2013:
 - 2017-2019
- Eligible in 2019 for reelection for one additional full term as Councilmember and two additional full terms as Mayor.
- Service as Councilmember during 2016-2017 is not counted because it was not a full term.

Councilmember Bryan Webb (Place 2)

- Applicable full terms post-May 2013:
 - 1) 2014 – 2016
 - 2) 2016 – 2018
- Ineligible for reelection to any *Councilmember* seat in 2018.
- Eligible for up to two consecutive terms as Mayor.

Councilmember Bryant (Place 3)

- Applicable full terms post-May 2013:
 - 1) 2015 – 2017
 - 2) 2017 – 2019
- Ineligible for reelection to any *Councilmember* seat in 2019.
- Eligible for up to two consecutive terms as Mayor.

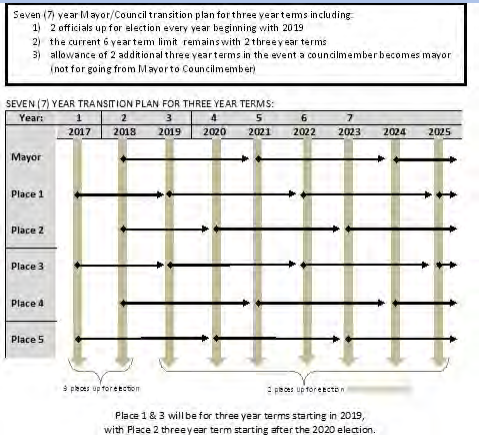
Councilmember McDaniel (Place 4)

- Applicable full terms post-May 2013:
 - 2016 – 2018
- Eligible in 2018 for reelection for one additional full term as Councilmember and two additional full terms as Mayor.

Councilmember Forest (Place 5)

- Applicable full terms post-May 2013:
 - 2017 – 2020 (Three year term)
- Eligible in 2020 for reelection for one additional full term as Councilmember and two additional full terms as Mayor.

Term Length Transition Plan



Questions?