

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

6/19/2017

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

6:00 P.M.

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

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

A. **CALL MEETING TO ORDER**

B. **INVOCATION**

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

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

D. **PRESENTATIONS**

1. Proclamation for National Parks and Recreation Month
2. Certificate of Achievement for Flower Mound High School's Water Polo Team

E. **PUBLIC PARTICIPATION**

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

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

F. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

G. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. New town hall and library expansion
4. Presentation and discussion of the 2017 Citizen Survey

H. **FUTURE AGENDA ITEMS**

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

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I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is scheduled for Monday, July 17, 2017.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 6/5-** Consider approval of the minutes from a regular meeting of the Town Council held on June 5, 2017.
2. **Ad Valorem Tax Collection-** 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.
3. **Audit Engagement Letter-** 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.
4. **PID Tax Collection-** Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 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.
5. **Purchase Ambulance-** Consider approval of the purchase of one ambulance for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$ 273,577.00; and authorization for the Mayor to execute same on behalf of the Town.
6. **Stray Animal Ordinance Revision-** Consider approval of revisions to Article IV, "Impoundment," of Chapter 6, "Animals," of the Code of Ordinances, Town of Flower Mound.
7. **Equitable Sharing Funds-** Consider approval of a resolution granting the Flower Mound Police Department permission to request to use Federal Equitable Sharing funds to purchase a Wheeled Armored Rescue Vehicle, and authorizing submission of the required justification letter to the Federal Government.
8. **Traffic Signal Pole Contract-** Consider approval of the purchase of traffic signal poles, in the estimated annual amount of \$80,000.00, from Structural & Steel Products, Inc., through a City of McKinney contract.
9. **2015 Street Testing Award-** Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, for the 2015 Street Reconstruction project, for Superior Place & Canterbury Lane Reconstruction, in the amount of \$24,926.50; and authorization for the Mayor to execute same on behalf of the Town.
10. **2015 Street Reconstruction-** Consider approval to award Bid No. 2017-35 to 3D Paving & Contracting, LLC., for the 2015 Street Reconstruction project, for Superior Place & Canterbury Lane Reconstruction, in the amount of \$888,677.00; and authorization for the Mayor to execute same on behalf of the Town.

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11. **WWTP Ph IV Design Award-** 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 \$623,681.00; and authorization for the Mayor to execute same on behalf of the Town.
12. **Spring Meadow Playground-** Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Spring Meadow Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$237,973.00.
13. **CIP Amendment No. 5-** Consider approval of Amendment No. 5 to the Fiscal Year 2016-2017 Capital Improvement Program.
14. **Town Hall Testing Award-** Consider approval of a Professional Services Agreement with Kleinfelder Inc., for construction testing of materials and methods for Town Hall project, in the not to exceed amount of \$128,132.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

15. **Public Hearing-ZPD-Hillside of Flower Mound-** Public Hearing to consider a request for rezoning (ZPD17-0005 – Hillside of Flower Mound) to amend Planned Development District No. 143 (PD-143) by amending the development standard related to maximum lot coverage, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and west of Shiloh Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 12, 2017, meeting.)
16. **MISC - Lakeside Tower-** MISC-Lakeside Tower – Reconsider an appeal 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. This item was previously approved at the May 15, 2017 Town Council Meeting.
17. **Street Design Exception-** Consider a request for an exception to the Town's street design standards to allow the installation of emergency access gates at the southern terminus of Currant Way, and the proposed southern terminus of Kings Lake Drive.
18. **FM 2499 Construction Award-** Consider approval of the award of Bid No. 2017-78 to Mario Sinacola & Sons Excavating, Inc., for the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, in the amount of \$6,975,634.45; and authorization for the Mayor to execute same on behalf of the Town.

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

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

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M. CLOSED MEETING

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

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

1. Regulation of alcohol sales

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

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: June 15, 2017, at 3:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 19, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on June 5, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting on June 5, 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 June 5, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 5, 2017

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 5TH DAY OF JUNE 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/06052017-996>(subject to change)

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

Tom Hayden	Mayor
Kevin Bryant	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Claudio Forest	Councilmember Place 5

With the following member absent: Don McDaniel, Mayor Pro Tem

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
Eric Greaser	Fire Chief
Andy Kancel	Police Chief
David Bauer	Construction Manager

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:01 p.m.

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

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

D. PRESENTATIONS

1. Introduction of the Police Department's Citizen's Public Safety Patrol Bike Unit.

Chief Kancel introduced the Citizen's Public Safety Patrol Bike Unit and provided background information about the unit.

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 5, 2017

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 (as written on the form)
1.	Mary Kay Walker 3229 Oak Meadow	Seniors in Motion
2.	Sweta Murthy, 3217 Beth Drive	Miss Southlake's Outstanding Teen 2017
3.	Sam Shotts, 2221 Cross Timbers, Ste 117 (business address) & 3210 Shoreview Dr, Highland Village (home address)	Consent Agenda Item #2

F. ANNOUNCEMENTS

Councilmember Forest announced that on June 16th, from 6 – 9 p.m. there will be a wheelchair basketball game between first responders and wounded warriors at the YMCA.

Deputy Mayor Pro Tem Bryant encouraged everyone to practice water safety and use a life vest.

Councilmember Bryan Webb offered congratulations to all the graduates.

Mayor Hayden announced that there will be an open house this Thursday, June 8th at Lakeside Village.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects or items:

1. Capital improvement projects:
 - Quiet zone is in effect for the railroad tracks near Canyon Falls at 377
 - Twin Coves Park Open House & Cabin Rental Availability
 - Waketon Road closures for future improvements
2. Economic Development projects:
 - Hanoi Hibachi Sushi and Asian Fusion opened in Lakeside
 - Farmer's Market one year anniversary
 - Midwestern State University on pace to be finished in January of 2018
 - Sub Zero ice cream next to Gloria's is now open
3. New town hall and library expansion:
 - There will be a TIRZ meeting in 2 weeks for the library
 - Town Hall is on the agenda this evening

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 5, 2017

Mr. Sims provided an update on the following project:

4. Future splash pad at Heritage Park, identifying or noting:
 - Design attributes to be incorporated with the Flower Mound splash pad
 - Examples of splash pads located in other Texas citiesand he responded to questions from Council related to the use of rock materials at the splash pad.

And Mr. Stathatos responded to other questions from Council as follows:

- A request for clean-up in the area going up to the Sunset Point overlook as several dead trees were identified (noting it's visible from the pier).

H. FUTURE AGENDA ITEMS

1. Councilmember Bryan Webb indicated he heard from a number of residents about interest in having a liquor store in Flower Mound, and the Town needs to make sure the Ordinances are in line for that. He requested for this to be a discussion at the strategy session to outline what the pieces of the Ordinances are and how that could look.

I. COORDINATION OF CALENDARS

1. Work session for Thursday, June 15th canceled. Tentative date for Council group photo (8:00 pm).

Mayor Hayden announced the June 15th meeting cancellation and there was a brief discussion on date options for the group photo, with the consensus for it to be at 5:00 p.m. on the date of the next regular meeting.

2. The next Town Council regular meeting is scheduled for Monday, June 19th.

Mayor Hayden announced that the next regular meeting is scheduled for Monday, June 19th.

3. Confirmation of availability for the Strategic Planning Session scheduled for Fri, July 21st (4pm start), with a tentative overflow date of Sat, July 22nd (9am start) and to be held at the Town's Operations & Maintenance facility located at 201 Spinks Rd.

There was Council consensus to proceed with the date of July 21 for the strategic planning session.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2017.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on May 15, 2017.

2. Consider approval of an ordinance amending Appendix A "Fee Schedule" to establish the fee for the usage of the Town Community Activity Center (CAC) by Flower Mound All City Management Services (ACMS) Crossing Guards.

RECOMMENDATION: Move to approve an ordinance amending Appendix A "Fee Schedule" to establish the fee for the usage of the Town Community Activity Center (CAC) by Flower Mound All City Management Services (ACMS) Crossing Guards.

ORDINANCE NO. 18-17

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

3. Consider approval of the purchase of one 24-Passenger Bus with 2 wheelchair lifts and seating for Seniors In Motion (SIM) Program within the Community Services Department from National Bus Sales & Leasing, Inc., through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$94,691.11.

RECOMMENDATION: Move to approve Consider approval of the purchase of one 24-Passenger Bus with 2 wheelchair lifts and seating for Seniors In Motion (SIM) Program within the Community Services Department from National Bus Sales & Leasing, Inc., through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$94,691.11.

4. Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16, 02-17 and 10-17 for adjustments to the General Fund.

RECOMMENDATION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17 and 10-17 for adjustments to the General Fund.

ORDINANCE NO. 17-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AS ADOPTED BY ORDINANCE NO. 52-16 AND AMENDED BY ORDINANCE NO. 70-16, 02-17 and 10-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract.

RECOMMENDATION: Move to approve the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract.

6. 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.

RECOMMENDATION: Move to approve a 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.

7. 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.

RECOMMENDATION: Move to approve 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.

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8. Consider approval of an Amendment No. 2 to the Professional Service Agreement with Oxley Williams Tharp Architects, PLC., to complete Phase II of the architectural design services for the Police Department and Central Fire Station Renovation projects, for an amount of \$140,000.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an Amendment No. 2 to the Professional Service Agreement with Oxley Williams Tharp Architects, PLC., to complete Phase II of the architectural design services for the Police Department and Central Fire Station Renovation projects, for an amount of \$140,000.00; and authorization for the Mayor to execute same on behalf of the Town.

9. 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.

RECOMMENDATION: Move to approve 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.

10. 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.

RECOMMENDATION: Move to approve 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.

11. Consider approval of two phase fiber line redirection project, and connection to the new Town Hall, through Spectrum Enterprise in the amount of \$57,954.60.

RECOMMENDATION: Move to approve phase fiber line redirection project, and connection to the new Town Hall, through Spectrum Enterprise in the amount of \$57,954.60.

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

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

12. 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 approval by a vote of 6 to 0 at its May 22, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Detailed location
- Land use and zoning
- Photos of the site
- Concept plan
- Sec. 98-1031 – Maximum height
- Measuring building height
- How the proposed request is to change the standard to limit to two stories but to change it to 32 feet

Applicant Presentation

Kendra Stephenson, Portmanteau Consulting, 2321 Roadrunner Dr, Flower Mound, Tx, representing the applicant David Weekley

Ms. Stephenson gave a presentation identifying or noting:

- Rippy Road Trail update
- Kierstin Eaddy Park update
- Clarification that their request is to go to 2 stories and 32 feet
- Visual impact illustration
- Roof height remains lower than surrounding neighborhoods of Bradford Park and Pecan Acres
- Architectural detail and options related to roof height

Ms. Stephenson responded to questions from Council as follows:

- Why is this request coming now instead of when it was originally presented

Mayor Hayden opened the Public Hearing at 6:47 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/ Comments Only
Carol Kohankie, 4312 Lauren Way	none	x

Mayor Hayden closed the Public Hearing at 6:50 p.m.

There was Council discussion regarding:

- Recollections from past meetings of the desires of adjacent homeowners
- How it's not a 3rd story and it's simply a change to the maximum height
- The change adds variety for the neighborhood
- How it's about calculation versus aesthetics

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

ORDINANCE NO. 19-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 23-15, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 137 (PD-137) ON CERTAIN PROPERTY DESCRIBED AS 31.169 ACRES OF LAND BEING ALL OF THE HIGHLAND COURT SUBDIVISION; BY AMENDING EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS," TO AMEND THE RESIDENTIAL DIMENSIONAL REGULATION FOR BUILDING HEIGHT IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

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

NAYS: NONE

ABSENT: MCDANIEL

Motion passed

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13. Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2017A, in the principal amount not to exceed \$24,400,000.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- Purpose of the item
- Cost breakdown, including a portion for Town Hall
- Background information

Councilmember Jason Webb moved to approve a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2017A, in the principal amount not to exceed \$24,400,000. Councilmember Forest seconded the motion.

RESOLUTION NO. 08-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

ABSENT: MCDANIEL

Mayor Hayden opened items 14 and 15 at the same time.

14. 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.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Site location
- Site plan
- Landscaping plan
- Elevations

and he answered questions from Council regarding:

- Transition plan

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

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

15. Consider approval of a Construction Manager at Risk Agreement with Steele Freeman Inc., for the Town Hall project at a Guaranteed Maximum Price of \$15,740,744.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- Animated video rendering of the building and site
- Timeline summary
- Personnel and uses for new town hall space, as well as cost savings
- Features of new town hall
- LEED strategies
- Construction timing
- GMP contract (base amount and 7 add alternates)
- Base budget for project (\$15,470,744)

and she, Mr. Oxley, with Oxley, Williams, Thorp, 509 Pecan St, Ste 100, Fort Worth, TX, Mr. Stathatos, or Mr. Bauer responded to questions from Council as follows:

- What is the benefit of the thicker roof membrane
- Why is flagstone not recommended by staff
- What additional benefit could be gained for the lightning protection
- Whether there is a need for all four water features
- Clarification on the hard scape elements
- What is the potential for including electric car charging stations

There was Council consensus as it relates to add alternates:

Include:

- ceiling hung partitions
- 3 additional water features (which excludes the fountain in the retention pond as that was part of the base bid)
- additional stone walls

Exclude:

- flagstone
- integral colored concrete
- thicker roof membrane

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- lightning protection

Councilmember Jason Webb moved to approve a Construction Manager at Risk Agreement with Steele Freeman Inc., for the Town Hall project at a Guaranteed Maximum Price of \$15,796,695.00; and authorization for the Mayor to execute same on behalf of the Town. Councilmember Forest seconded the motion.

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

16. Consider approval of an ordinance for MISC17-0004 street name change for Old Gerault Road (100-400 block) and Enterprise Drive (800 block) to Gateway Drive (100-500 block). (The Transportation Commission recommended approval of the street name change by a vote of 4 to 3 at its May 9, 2017 meeting.)

Staff Presentation

Mr. Parr gave a presentation identifying or noting:

- Introduction and background information
- Vicinity map
- Reason for the request
- Proposed Gateway Drive and timing – why now
- Affected properties – notifications
- Residential properties adjacent to road
- Transportation Commission recommendation

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

- Clarification regarding any associated impact with respect to response times as it relates to fire and emergency services
- Clarification regarding homes addressed on Old Gerault versus Gerault

There was discussion about:

- The possibility of naming it Andre Gerault for the purpose of maintaining the history and minimizing the confusion
- Possibility of making the north portion Old Gerault and the east/west portion Gateway Dr
- Future road improvements
- How there are existing roads in Town with the same or similar names, such as Old Cross Timbers Rd
- How this in part feels like a solution in search of a problem
- There doesn't seem to be clarity on the way it is now
- How it will be more of a situation as development happens in the area

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 5, 2017

While the item is not a public hearing Mayor Hayden allowed for public participation on this item, and the following individual indicated being against the change: Patrick Koch, 332 and 3240 Old Gerault Rd.

Deputy Mayor Pro Tem Bryant moved to approve an ordinance for MISC17-0004 street name change for Old Gerault Road (100-400 block) and Enterprise Drive (800 block) to Gateway Drive (100-500 block). Councilmember Bryan Webb seconded the motion.

VOTE ON MOTION:*Motion failed***AYES: BRYANT****NAYS: B. WEBB, J. WEBB, FOREST****ABSENT: MCDANIEL**

After the motion failed there was Council consensus to allow staff to review and discuss strategies for future consideration. There was also discussion about how if there was a new development coming forward in this area that would be a persuading factor for a change.

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

17. Discuss and consider appointment of the Town's representative to serve on the Denton County Transit Authority (DCTA) Board of Directors for a two-year term ending June 5, 2019.

Staff Presentation

Ms. Scott indicated she was available for any questions regarding eligibility and Mr. Stathatos provided background information on the candidate, Mr. Mark Miller.

Deputy Mayor Pro Tem Bryant moved to appoint Mark Miller as the Town's representative to serve on the Denton County Transit Authority (DCTA) Board of Directors for a two year term ending June 5, 2019. Councilmember Jason Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: FOREST, J. WEBB, BRYANT****NAYS: B. WEBB****ABSENT: MCDANIEL****M./N. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 8:14 p.m. on June 5, 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

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 5, 2017

personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 8:28 p.m. on June 5, 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. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

No action taken.

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

No action taken.

O. **ADJOURN REGULAR MEETING**

Mayor Hayden adjourned the meeting at 8:28 p.m. on Monday, June 5, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: June 19, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: Since 1994, the Town has maintained an interlocal cooperation agreement that allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the Town. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The estimated cost of \$26,200 is expected to be paid to Denton County for fiscal year 2017-2018 for these services.

This agreement is subject to renewal for an additional one-year term at the discretion of the Denton County Commissioner's Court and the Town Council of the Town of Flower Mound, unless terminated by written notice by either party.

The Texas Government Code, Title 7, Chapter 791 "Interagency Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$26,200

Proposed Expenditure:	Account Number(s):
\$26,200	100-650-54200-5110

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

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

ATTACHMENTS:

1. Interlocal Cooperation Agreement – Tax Collections

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND
CITY/ TOWN OF Flower Mound**

THIS AGREEMENT is made and entered into this 19th day of June, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town of Flower Mound**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act;

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

MUNICIPALITY agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2017, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2018.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2018. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2017 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2017 tax rate by September 29, 2017. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2017 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2017, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$0.82** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st, deduct from current collections of the **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 1-5 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-5 above shall be the total of:

\$0.82 x the total number of parcels listed on **MUNICIPALITY's** September 30, 2017 end of year Tax Roll for tax year 2016.

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City/Town of Flower Mound
Address: 2121 Cross Timbers Road
City, State, Zip: Flower Mound, TX 75028
Telephone: 972-874-6020 Email: debra.wallace@flower-mound.com

XII.

MUNICIPALITY hereby designates Debra Wallace to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, 19th day of June, 2017.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: Flower Mound
Address: 2121 Cross Timbers Road
City, State, Zip: Flower Mound, TX 75028

BY: _____
Name: Thomas E. Hayden
Title: Mayor

ATTEST:

BY: _____
Name Theresa Scott
Title Town Secretary

APPROVED AS TO FORM:

Name
Denton County Assistant
District Attorney



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: June 19, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2017; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 20, 2015, an agreement with Pattillo, Brown & Hill, L.L.P., was approved for one year with an option to renew, at the Town's discretion, for four additional one-year terms. This request is to exercise the second renewal option, and to approve the engagement letter with Pattillo, Brown & Hill, L.L.P., for the fiscal year ending September 30, 2017. Each year a new engagement letter is submitted outlining the rights and responsibilities of both the auditors and Town staff.

The Town Charter requires an independent annual audit to be made of the books and accounts of each and every department. Pattillo, Brown & Hill, L.L.P., has performed the audit for the fiscal year ending September 30, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$50,785

Proposed Expenditure:	Account Number(s):
\$50,785	100-650-51000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

RECOMMENDATION: Move to approve the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2017; and authorize the Mayor to execute same on behalf of the Town.



May 31, 2017

Town of Flower Mound
Attention: Tammy Wilson
2121 Cross Timbers Road
Flower Mound, Texas 75028

Dear Town Council and Town Manager:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Flower Mound, Texas, as of September 30, 2017, and for the year then ended, and the related notes to the financial statements, which collectively comprise Town of Flower Mound, Texas' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major state award programs for the period ended September 30, 2017. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major state award programs.

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

- Management's Discussion and Analysis.

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

HOUSTON, TX
281.671.6259
RIO GRANDE VALLEY, TX
956.544.7778

TEMPLE, TX
254.791.3460
ALBUQUERQUE, NM
505.266.5904


**Governmental Audit
Quality Center**

- Budgetary Comparison Information.
- Schedule of Changes in Net Pension Liability and Related Ratios.
- Schedule of Contributions.

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

- Combining Statements and Schedules.

Schedule of Expenditures of State Awards

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

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

- Introductory Section.
- Statistical Section.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the State of Texas' Uniform Grant Management Standards (UGMS). Those standards and the State of Texas' Uniform Grant Management Standards (UGMS) require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

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

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

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

Audit of Major Program Compliance

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

The State of Texas' Uniform Grant Management Standards (UGMS) requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major state award programs. Our procedures will consist of determining major state programs and performing the applicable procedures described in the State of Texas' Uniform Grant Management Standards (UGMS) for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the State of Texas' Uniform Grant Management Standards (UGMS).

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

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

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all state awards expended during the period in accordance with the State of Texas' Uniform Grant Management Standards (UGMS);
5. For preparing the schedule of expenses of state awards (including notes and noncash assistance received) in accordance with the State of Texas' Uniform Grant Management Standards (UGMS) requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its state award programs;

8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year periods under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
14. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

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

With respect to any nonattest services we perform, such as preparation of financial statements and related note disclosures and the schedule of expenditures of state awards, the entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

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

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

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

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

Engagement Administration, Fees and Timing

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

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

Document internal control and preliminary tests	September 2017
Mail confirmations	October 2017
Perform year-end audit procedures	January 2018
Issue audit reports	March 2018

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

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$50,785. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If you elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

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

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

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

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

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

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

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

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

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

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

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

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

John K. Manning, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

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

Name: _____

Title: _____

Date: _____



CPAs & Advisors

SYSTEM REVIEW REPORT

October 21, 2016

To the Partners of
Pattillo, Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: June 19, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 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.

BACKGROUND INFORMATION: This interlocal cooperation agreement allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the River Walk Public Improvement District No. 1. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The cost will be paid by the River Walk Public Improvement District No. 1.

The Texas Government Code, Title 7, Chapter 791 "Interagency Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

LEGAL REVIEW: Andrea D. Russell, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Interlocal Cooperation Agreement as to form and legality.

ATTACHMENTS:

1. Interlocal Cooperation Agreement

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2017, and ending September 30, 2018, subject to renewal for an additional one-year term; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

River Walk Improvement District No. 1 PUBLIC IMPROVEMENT DISTRICT

THIS AGREEMENT is made and entered into this 19th day of June, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Town of Flower Mound, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created River Walk Improvement District No. 1, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2017. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2018.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2018. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2017 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2017 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2017, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$0.82** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2017 assessment year.**

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82**.

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$0.82** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2018 deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

\$0.82 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2017 **end of year assessment roll for assessment year 2016**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: Town of Flower Mound
Address: 2121 Cross Timbers Road
City, State, Zip: Flower Mound, TX 75028
Telephone: 972-874-6020 **Email:** debra.wallace@flower-mound.com

XIII.

CITY/TOWN hereby designates Debra Wallace to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

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

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 19th day of June 2017.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:
BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Town of Flower Mound
Address: 2121 Cross Timbers Road
City, State, Zip: Flower Mound, TX 75028

BY: _____
Name: Thomas E. Hayden
Title: Mavor

ATTEST:
BY: _____
Name Theresa Scott
Title Town Secretary

APPROVED AS TO FORM:

Name
Denton County Assistant District Attorney



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: June 19, 2017

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of the purchase of one ambulance for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$ 273,577.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Fire and Emergency Services Department is requesting the purchase of one Road Rescue Type 1 Ultramedic in the amount of \$288,577.00. Siddons-Martin Emergency Group is offering a trade-in allowance of \$15,000.00.

Cost of unit	\$ 287,577.00
Trade-In Allowance	<u>(\$ 15,000.00)</u>
Sub-Total with Trade-In	\$ 272,577.00
H-GAC Ambulance AM10-16	<u>\$ 1,000.00</u>
TOTAL	\$ 273,577.00

Delivery is expected within seven months after the receipt of the order. The unit to be replaced is a 2008 Chevrolet Horton ambulance (Unit No. 6100-09) which was recommended to be replaced based on age of the unit according to current Vehicle Equipment Replacement Fund (VERF) guidelines.

The Town of Flower Mound and H-GAC entered into an Interlocal Agreement effective March 7, 1990, which allows our local government to purchase certain goods or services through H-GAC. The agreement renews automatically each fiscal year, unless cancelled by either party. H-GAC charges a fee of \$1,000 per emergency vehicle that is passed on to the buying entity and included in the price quote.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$273,577.00

Proposed Expenditure:	Account Number(s):
\$273,577.00	565-450-84500-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal for Road Rescue Type 1 Ultramedic

DRAFT MOTION: Move to approve the purchase of one ambulance for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$273,577.00; and authorize the Mayor to execute same on behalf of the Town.



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

June 5, 2017

John Glover, Asst Chief/EMS
Flower Mound Fire Department
3911 S. Broadway Ave
Flower Mound TX 75028

Proposal for Road Rescue Type 1 Ultramedic

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Flower Mound Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Flower Mound Fire Department and training on operation and use of the apparatus.

Description	Amount
RRUM, No. 001, Road Rescue Type 1 Ultramedic Ford, Ford, 2 Door, Ambulance, Type I Price guaranteed for 30 days. Delivery within 7-8 months of order date.	
	Vehicle Price \$ 287,577.00
	Trade-In (\$ 15,000.00)
	SUB TOTAL \$ 272,577.00
	HGAC Ambulance AM10-16 \$ 1,000.00
	TOTAL \$ 273,577.00

Additional. This pricing includes a trip to the factory for final inspection for 2 Flower Mound Fire Department employees.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

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

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Liz Roberts

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Flower Mound Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: June 19, 2017

FROM: Wess Griffin, Police Captain

ITEM: Consider approval of revisions to Article IV, "Impoundment," of Chapter 6, "Animals," of the Code of Ordinances, Town of Flower Mound.

BACKGROUND INFORMATION: The Town's legal team advised staff of a deficiency in Article IV of Chapter 6 evolving out of recent case law. This proposed amendment will remedy the deficiency by deeming the Town of Flower Mound the owner of impounded animals not redeemed within five days of impoundment. Previously the ownership of impounded animals was not as clearly stated.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: To leave the ordinance as it is currently written, thereby exposing the Town to potential liability.

FISCAL IMPACT: 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. Ordinance

DRAFT MOTION: Move to approve revisions to Article IV, "Impoundment," of Chapter 6, "Animals," of the code of ordinances.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE IV, "IMPOUNDMENT," OF CHAPTER 6, "ANIMALS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; PROVIDING THAT THE TOWN IS DEEMED THE OWNER OF IMPOUNDED ANIMALS NOT REDEEMED WITHIN FIVE DAYS OF IMPOUNDMENT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has previously adopted ordinances concerning the impoundment and disposition of certain animals in the Town; and

WHEREAS, recent case law suggests that local animal control ordinances should clearly state that the town takes ownership of an impounded animal before the town takes any action to dispose of the animal by placing the animal for adoption or humanely euthanizing the animal; and

WHEREAS, the Town Council now desires to amend the previously adopted provisions to clearly set forth the circumstances under which the Town becomes the owner of an impounded animal; and

WHEREAS, the Town Council hereby finds and determines that the amendments set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, morals, and general welfare.

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

SECTION 1

Section 6-121, "Impoundment Generally," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising subsection (c) to read as follows:

"Sec. 6-121. – Impoundment generally.

- (c) After the expiration of any required impoundment period, any impounded animal not reclaimed by its owner will be deemed abandoned and the Town will be deemed the owner of the animal. At that time, the animal may be disposed of by adoption from the facility, by offering it to a local animal humane group for adoption, or by humanely destroying the animal."

SECTION 2

Section 6-122, "Duties of town enforcement agent," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 6-122. – Duties of town enforcement agent.

- (a) If, by identification tag, the owner of an impounded animal can be identified, the town enforcement agent will, as soon as practical, notify the owner either in person or by telephone of the impoundment. If the animal is locally owned within the town and telephone contact cannot be made, the town enforcement agent will leave a notice at the owner's residence indicating that the animal has been impounded.
- (b) All impounded animals shall be kept for not less than five days, unless the animal is reclaimed earlier by the owner under acceptable conditions. However, no impoundment period is required for an animal voluntarily delivered and released to the animal control facility or town animal control officer by its owner.
- (c) Any animal, whether licensed or unlicensed, which is in great pain and suffering due to injury from which the animal probably will not recover, or which appears to have rabies, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the town animal control officer."

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4

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

SECTION 5

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of any ordinances governing animal impoundment, redemption, and disposition that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Ordinance No. _____

Page 3

SECTION 6

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, 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 19th DAY OF June, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: June 19, 2017

FROM: Andy Kancel, Chief of Police *AK*

ITEM: **Consider approval of a resolution granting the Flower Mound Police Department permission to request to use Federal Equitable Sharing funds to purchase a Wheeled Armored Rescue Vehicle, and authorizing submission of the required justification letter to the Federal Government.**

BACKGROUND INFORMATION: The Flower Mound Police Department (FMPD) is considering the purchase of an armored rescue vehicle and desires to use previously awarded equitable sharing funds for this purchase. Executive Order 13688 defines a wheeled armored vehicle as "controlled equipment", and pursuant to that Executive Order, the use of equitable sharing funds to acquire any "controlled equipment" requires an application process through the federal government. The application process additionally requires evidence that the governing body has reviewed and approved the request. To that end, this agenda item will serve as that request, if so approved.

The vehicle is similar to a panel van or service van used in the plumbing and air conditioning industry, non-military in appearance. The van would be taken from original equipment manufacturing (OEM) and would then be modified to provide ballistic protection throughout. This vehicle would incorporate non-visible protection for the occupants. The capabilities provided by an armored vehicle would allow law enforcement to respond to hazardous situations that regular patrol vehicles are ill-suited or unequipped to handle.

The deployment of this vehicle would be governed by policy and provide a readily available means to more safely respond to hazardous incidents involving firearms, utilizing the ballistic protection of the vehicle to aid and rescue victims, and assist in neutralizing any active threat.

The FMPD has identified this equipment as an excellent resource to further insure the safety and security of citizens and first responders in an effort to provide unequalled service to our community. Staff requests Council approve the request to make application to use equitable sharing funds to purchase this vehicle pursuant to Executive Order 13688.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: To be determined after approval of request for permission to purchase the vehicle is received from the federal government.

Proposed Expenditure:	Account Number(s):
IRS Equitable Sharing	331-360-00000-6130

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

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: Move to approve a resolution granting the FMPD permission to request to use Federal Equitable Sharing funds to purchase a Wheeled Armored Rescue Vehicle, and authorize submission of the required justification letter to the Federal Government.

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. _____****RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE POLICE DEPARTMENT'S REQUEST TO USE FEDERAL EQUITABLE SHARING FUNDS TO PURCHASE A WHEELED ARMORED "RESCUE" VEHICLE, AND AUTHORIZING SUBMISSION OF THE REQUIRED JUSTIFICATION LETTER TO THE FEDERAL GOVERNMENT, AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the Flower Mound Police Department has requested the approval of the Town Council to request the use of Federal equitable sharing funds to purchase a Wheeled Armored "Rescue" Vehicle to enhance the Police Department's Community Policing efforts; and,

WHEREAS, the Wheeled Armored "Rescue" Vehicle would be used in the event of a hazardous incident involving firearms requiring police response, the vehicle would be deployed and placed between the shooter and citizens or officers, used as cover while extracting injured and/or trapped persons, and used to provide ongoing medical treatment; and,

WHEREAS, the Wheeled Armored "Rescue" Vehicle would be purchased for a total acquisition price of not to exceed \$135,000 requested from Federal equitable sharing funds; and,

WHEREAS, President Obama issued Executive Order 13688 on January 16, 2015, which requires law enforcement agencies to obtain pre-approval from the funding Federal agency and to follow new guidelines when purchasing equipment found on the Controlled Equipment List; and,

WHEREAS, effective October 1, 2015, the Controlled Equipment List specially includes Armored Vehicles, Wheeled, of the type being requested by Flower Mound; and,

WHEREAS, the requesting law enforcement agency must submit a justification letter along with the purchase request regarding the use of Federal equitable sharing funds, and as a requirement of the justification letter, the requesting agency must certify that they have or will adopt written policies and protocols governing the use of the Controlled Equipment and that the requesting agency has or will provide training regarding the Controlled Equipment prior to the physical acquisition or purchase of the Controlled Equipment; and,

WHEREAS, the justification letter requirements also require evidence that the governing body has reviewed and approved the request of the law enforcement agency requesting the acquisition of the Controlled Equipment; and,

WHEREAS, the Town Council of the Town of Flower Mound desires to adopt this resolution consenting and approving the Police Department's request to use Federal equitable sharing funds to purchase the Wheeled Armored "Rescue" Vehicle, and authorizing submission of the required justification letter to the Federal government.

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

SECTION 1.

That the Town Council of the Town of Flower Mound, Texas, understanding what the purchase of "Controlled Equipment" means pursuant to Executive Order 13688, hereby gives its consent and approves the purchase of a Wheeled Armored "Rescue" Vehicle, and further approves the Flower Mound Police Department's request to use Federal equitable sharing funds to purchase such Wheeled Armored "Rescue" Vehicle. The Police Chief, or his designee, is specifically authorized to submit the required justification letter to the Federal government along with the purchase request for the Wheeled Armored "Rescue" Vehicle.

SECTION 2.

That this Resolution shall be effective from its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 19th DAY OF June, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: June 19, 2017

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the purchase of traffic signal poles, in the estimated annual amount of \$80,000.00, from Structural & Steel Products, Inc., through a City of McKinney contract.

BACKGROUND INFORMATION: In order to expedite timely order of traffic signal poles for the Town of Flower Mound, the Transportation Services Division has been utilizing the City of McKinney's signal pole contract.

This contract expired on August 19, 2016 and the City of McKinney recently conducted a formal bid process for traffic signal poles, and awarded the contract to Structural & Steel Products, Inc., the lowest responsive and responsible bidder. The initial term of the contract is two years, expiring on October 17, 2018 with three one year renewal options. Transportation Services has determined that this contract will serve the needs of the Town, and has requested to participate in order to take advantage of the contracted rates. The items available under this contract are traffic signal poles. Orders will be placed on an as needed basis only, and each purchase will be funded by the appropriate CIP project account.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contract and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operations of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of McKinney entered into an interlocal agreement effective August 4, 2008 and is in effect until terminated by either party.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$80,000.00

Proposed Expenditure:	Account Number(s):
\$80,000.00 estimated annually	Various Projects and Accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of McKinney Signal Pole Contract

RECOMMENDATION: Move to approve the purchase of traffic signal poles, in the estimated annual amount of \$80,000.00, from Structural & Steel Products, Inc., through a City of McKinney Contract.

City of McKinney Purchasing (City of McKinney, Texas) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Abri Sterlacci Contract Administrator	Address	1550 S. College St. Bldg. D McKinney, TX 75069	Address	1550 S. College St. Bldg. D McKinney, TX 75069
Email	asterlac@mckinneytexas.org	Contact	Abri Sterlacci Contract Administrator Purchasing	Contact	Abri Sterlacci Purchasing
Phone	1 (972) 547-7582	Department		Department	Building Bldg. D
Fax	1 (972) 547-7585	Building	Bldg. D	Floor/Room	
Bid Number	17-01FP	Floor/Room		Telephone	USA (972) 547-7585
Title	Traffic Signal Poles	Telephone	1 (972) 547-7582	Fax	
Bid Type	ITB	Fax	1 (972) 547-7585	Email	asterlac@mckinneytexas.org
Issue Date	9/21/2016 12:01 PM (CT)	Email	asterlac@mckinneytexas.org		
Close Date	9/29/2016 02:00:00 PM (CT)				
Need by Date					

Supplier Information

Company Structural & Steel Products, Inc
 Address 1320 S. University Drive
 Suite 701
 Fort Worth, TX 76107
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (817) 332 7417
 Fax 1 (817) 338 0638
 Email
 Submitted 9/29/2016 11:57:07 AM (CT)
 Total \$381,421.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Christopher Carman

Email chris@s-steel.com

Supplier Notes

Bid Notes

Through this invitation to bid, the City of McKinney intends to establish an annual fixed price contract for the purchase of traffic signal poles that support traffic signal and intelligent transportation system equipment on an "as needed basis".

Bid Activities

Date	Name	Description
9/22/2016 03:00:00 PM (CT)	Questions	All questions about the meaning or intent of the requested documents shall be submitted to the City's representative in writing via email at asterlac@mckinneytexas.org Questions received after 4:00pm, CST, August 12, 2016 may not be answered.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	General Terms and Conditions	I. BIDDING A. BIDS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time at the location specified in the legal notice. Paper bids submitted to the office of the Purchasing Manager shall be a minimum of one (1) original and three (3) copies of the executed Bid Form submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies are to be marked as such. B. AUTHORIZED SIGNATURES – The bid, whether paper or electronic must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid. C. LATE BIDS – Bids must be submitted electronically or in the office of the City Purchasing Manager before or at the specified time and date bids are due. Bids received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive bids. D. WITHDRAWAL OF BIDS PRIOR TO BID OPENING – A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date. E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications. F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City. G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications	Agree

and shall hold the vendor responsible to perform in strict accordance with the specifications.

H. ALTERNATES – Bid request and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. DESCRIPTIONS – Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired.

J. BID ALTERATIONS – Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. QUANTITIES – Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as needed basis. Bidder is responsible for accurate final counts.

M. BID AWARD – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The City reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City reserves the right to award based upon individual line items, sections or total bid.

N. BEST VALUE – In determining best value, the City of McKinney may consider: 1) purchase price; 2) reputation of the bidder and of the bidder's goods or services; 3) quality of the bidder's goods or services; 4) extent to which the goods or services meet the City's needs; 5) bidder's past relationship with the City of McKinney; 6) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to the City to acquire the bidder's goods or services; and 8) any relevant criteria specifically listed in this document.

O. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

P. ADDENDA – Any interpretations, corrections or

changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

Q. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance, if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

S. RESPONSIVENESS – A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include “price in effect at the time of delivery”; and c) bids made contingent upon award of other bids currently under consideration.

T. RESPONSIBLE STANDING OF BIDDER – To be considered for award, bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of bidder, the City of McKinney may request recent financial statements or a statement of net worth.

U. PROPRIETARY DATA – Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including existing the Texas Public Information Act.

V. PUBLIC BID OPENING – Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week may be required to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all bids submitted are available for public review, unless otherwise specified herein.

II. PERFORMANCE

A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must

conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. AGE AND MANUFACTURE – All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.

D. DELIVERY/COMPLETION SCHEDULE – Delivery may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on City of McKinney purchase order, as necessary to perform contract are to be included in the bid price.

F. INSTALLATION CHARGES – All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be provided at no additional cost to the City.

H. LABOR/MATERIALS/EQUIPMENT - Successful bidder shall provide all labor, materials, and equipment necessary for completion of each job(s)

I. STORAGE – Bidder agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.

J. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

K. PATENTS AND COPYRIGHTS – The successful

vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

L. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder/vendor.

M. ACCEPTABILITY – All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the City at the City's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor. Vendor's failure to retrieve property resulting in ownership by City shall not be imputed as acceptance of replacement good under this contract.

III. PURCHASE ORDERS AND PAYMENT

A. PURCHASE ORDERS – A Purchase Order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the City in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis. In the event sufficient funds are not appropriated in the City budget for the payment of amounts due under this contract, the City shall not be obligated to make further purchases or payments and City reserves the right to terminate this contract without liability.

IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions

of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City, shall constitute a contract equally binding between the successful bidder and the City of McKinney.

B. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.

D. PRICE REDETERMINATION: A price redetermination may be considered by City of McKinney only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. City of McKinney reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the City.

E. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

F. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

G. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

H. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment, with costs, which may be obtained against the City of McKinney growing out of such injury or damages.

I. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas Local Government Code.

J. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

K. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

L. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

M. VENUE – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

N. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

O. SILENCE OF SPECIFICATIONS – The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2 Contract Term

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for two (2) year period with three (3) one (1) year renewal options.

Acknowledge

3 MINIMUM SPECIFICATIONS

A. GENERAL - It is the intent of the following minimum specifications to describe traffic signal poles that support traffic signal and intelligent transportation system equipment. Through this invitation to bid, the City of McKinney intends to establish an annual fixed price contract for the purchase of these items on an "as needed basis". Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better". Alternate brands bid shall be named in the submitted bid. The City of McKinney retains sole discretion in determining whether item(s) bid will be considered "equal" or "better".

Yes

B. The City of McKinney desires to purchase traffic signal poles based on the TxDOT standards used in the TxDOT Dallas District. All structural members shall be round.

All mast arm assemblies shall be attached to the vertical support with fixed arm connections. It is required that all fixed mount mast-arm connections be interchangeable for Single Mast Arm (SMA) pole types. The intent is to allow all SMA mast arms to be interchangeable with any SMA upright structure.

TxDOT Standard Detail Sheets

The following TxDOT standard detail sheets shall govern this specification:

- 1) Single Mast Arms Assemblies, TxDOT Dallas, SMA-80-12 (DAL) (2 sheets)
- 2) Mast Arm Connection, MA-C-12
- 3) Mast Arm Pole Details, TxDOT Dallas, MA-D-12 (DAL)
- 4) Long Mast Arm Assembly, LMA-12 (5 sheets)
- 5) Luminaire Arm Details, LUM-A-12
- 6) Traffic Signal Pole Foundation, TS-FD-12
- 7) Traffic Signal Strain Pole Assemblies, SP-80 (1)-12, SP-80 (2)-12, SP-100(1)-12 & SP-100(2)-12
- 8) CCTV Camera Pole Assembly

These standard details also reference TxDOT Specification 686 - Traffic Signal Pole Assemblies (Steel) (421)(441)(442)(445)(449).

NOTE: THE MANUFACTURING FACILITY SUPPLYING TRAFFIC SIGNAL POLES MUST BE TxDOT APPROVED AND MUST ALSO BE AN AISC CATEGORY 1 FACILITY.

C. Powder Coat Option

All exterior surfaces including luminaire arm support shall be powder coated using RAL 9017 (traffic black) paint or Engineer approved equal, and a Super Polyester Clear or Engineer approved equal.

Powder Coat Paint Finish - All assemblies shall be hot dipped galvanized to ASTM 123 and 153 specifications. Once galvanizing is completed, all exposed surfaces shall be mechanically etched by blast cleaning to remove mill scale, impurities and non-metallic foreign materials. All surfaces visually exposed are to be coated with a Urethane or Triglycidyl (TGIC) Polyester Powder to a minimum film thickness of 2.0 mils. The coating shall be electro statically applied and cured in a gas fired convention oven by heating the steel substrate to between 350 and 400 degrees Fahrenheit and gelled for approximately 5 minutes. At which time the part is

removed from the oven and allowed to cool for 15-20 minutes and then a second coat is applied. All surfaces visually exposed are to be coated with a Super Polyester Clear Powder to a minimum film thickness of 2.0 mils. The Super Polyester Clear Powder coating shall also be electro statically applied and cured in a gas fired convention oven by heating the steel substrate to between 350 and 400 degrees Fahrenheit.

D. Foundation Anchor Bolts and Steel Templates

All anchor bolts and steel templates for traffic signal pole foundations specified in the order shall be delivered within 14 calendar days after receipt of the purchase order so foundations can be constructed prior to the pole delivery.

Anchor bolt for Single Mast Arm (SMA) Pole Assemblies shall comply with foundation type 36-A in TxDOT specification TS-FD-12.

Anchor bolt for Large Mast Arm (LMA) Pole Assemblies shall comply with foundation type 48-A in TxDOT specification LMA(3)-12.

E. Warranties

Traffic signal poles supplied under this specification shall have a limited warranty for a minimum period of 5 years. All equipment must be provided and warranted by a single vendor. Warranty shall include actual parts and labor for any warranty work performed at manufacturer's facility. The manufacturer will incur all cost for shipping to and from the end user's site. A copy of the written warranty must be included with the bid. If Bidder is not the manufacturer, the manufacturer's name and contact information must be provided.

F. Measurement and Payment

Traffic Signal Poles shall be measured in units of each and will be paid for at the contract unit price per each. The price for each pole shall include all fasteners, washers and nuts and foundation anchor bolts required to provide a complete installation based on the TxDOT Standard Detail Sheets referenced above.

Order Quantities and Price Guarantee

The quantities shown on the bid are estimates only.

A minimum order of two Traffic Signal Poles shall be made at a time.

G. Shipping and Storage

The prices offered on the bid form shall include all shipping and storage.

The maximum delivery for all items included on the purchase order is 60 calendar days after receipt of a purchase order.

If a powder coat option is required, all delivered materials shall be stored in the galvanized state in a secure facility provided by the supplier and approved by the City of McKinney until powder coating is requested by the City. The Supplier shall powder coat all materials ordered and deliver them to a site selected by the City within seven (7)

days.

Vertical supports and mast arms shall be labeled with a permanent metal tag at the storage facility so that matching sets can be identified before the materials are shipped.

BEST VALUE EVALUATION CRITERIA AND FACTORS -
Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:

40% PURCHASE PRICE

25% REPUTATION OF THE BIDDER AND OF THE
BIDDER'S GOODS OR SERVICES

25% QUALITY OF THE BIDDER'S GOODS OR
SERVICES

10% EXTENT TO WHICH THE GOODS OR SERVICES
MEET THE CITY'S NEEDS

4	Warranty	Copy of the written warranty included with the bid?	Yes
5	Delivery Time	State number of working days after receipt of purchase order	85
6	Exceptions to Terms & Conditions	If Bidder takes exception to anything in the terms & conditions or specifications, they must be listed below. Supplement your list if required. If NO exceptions are taken write NONE in the blank line below.	None
7	Interlocal Clause	As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?	Yes
8	Federal IRS Form W-9	Bidder has attached IRS Form W-9.	Acknowledge
9	Number of Years In Business	Enter the number of years your company has been in business.	49
10	Insurance Requirements	The insurance requirements of this solicitation are required from awarded bidder and a Certificate of Insurance shall be submitted to the Purchasing Department.	Yes

- | | | | |
|----|---|---|-----------|
| 11 | Consideration of Location of a Bidder's Principal Place of Business | <p>Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within 5 percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Request must be submitted with bid package to be considered by the City of McKinney. Questions should be addressed to the Purchasing Department at 972-547-7580.</p> | Yes or No |
|----|---|---|-----------|

The statutory language is as follows:

§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.

(a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005

- | | | | |
|----|------------------------|--|-------------|
| 12 | Bidder Acknowledgement | <p>Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.</p> | Acknowledge |
|----|------------------------|--|-------------|

13 1295

STATE OF TEXAS HOUSE BILL 1295

Acknowledge

Effective January 1, 2016, the State of Texas enacted House Bill 1295, an ethics law which applies to contracts of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. This law states that a governmental entity or state agency may enter into a contract with a business entity upon completion of Form 1295. To obtain this form, please refer to:

<https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

The form must be NOTARIZED and will be required from the Awarded Firm.

14 References

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. Include the following information. COMPANY NAME, Contact Person, Title, Address, e-mail, Phone Number, Fax Number. See Attached Reference List

15 Digital Signature

The undersigned agrees, if this bid/quote is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid/Quote, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

Chris Carman

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

By entering your name in the field provided you are accepting the terms of this bid/quote. You agree that your typed name will serve as your electronic digital signature.

Line Items

#	Qty	UOM	Description	Response
1	1	Section	TRAFFIC SIGNAL POLES WITHOUT POWDER COAT	\$177,318.00
Item Notes:				
Supplier Notes:				
Package Line Items:				
#	Qty	UOM	Description	Response
1.1	1	Each	Pedestrian poles, 14' pole	961.00
Supplier Notes:				
1.2	1	Each	CCTV camera poles 30' pole, no luminaire	3,357.00
Supplier Notes:				
1.3	1	EA	CCTV camera poles 40' pole, no luminaire	4,137.00
Supplier Notes:				
1.4	1	EA	Strain pole (SP), 30' pole, 8' luminaire arm	2,940.00
Supplier Notes:				
1.5	1	EA	Single mast arm (SMA), 24' round arm, 19' pole, no luminaire	2,757.00
Supplier Notes:				
1.6	1	EA	Single mast arm (SMA), 24' round arm, 30' pole, 8' luminaire arm	3,889.00
Supplier Notes:				
1.7	1	EA	Single mast arm (SMA), 32' round arm, 19' pole, no luminaire	3,288.00
Supplier Notes:				
1.8	1	EA	Single mast arm (SMA), 32' round arm, 30' pole, 8' luminaire arm	4,285.00
Supplier Notes:				
1.9	1	EA	Single Mast Arm (SMA), 36' round arm, 19' pole, no luminaire	3,807.00
Supplier Notes:				

1.10	1	EA	Single Mast Arm (SMA), 36' round arm, 30' pole, 8' luminaire arm	4,776.00
Supplier Notes:				
1.11	1	EA	Single mast arm (SMA), 40' round arm, 19' pole, no luminaire	4,150.00
Supplier Notes:				
1.12	1	EA	Single mast arm (SMA), 40' round arm, 30' pole, 8' luminaire arm	5,103.00
Supplier Notes:				
1.13	1	EA	Single Mast Arm (SMA), 44' round arm, 19' pole, no luminaire	4,054.00
Supplier Notes:				
1.14	1	EA	Single Mast Arm (SMA), 44' round arm, 30' pole, 8' luminaire arm	5,095.00
Supplier Notes:				
1.15	1	EA	Single mast arm (SMA), 48' round arm, 19' pole, no luminaire	4,787.00
Supplier Notes:				
1.16	1	EA	Single mast arm (SMA), 48' round arm, 30' pole, 8' luminaire arm	5,935.00
Supplier Notes:				
1.17	1	EA	Long mast arm (LMA), 55' arm, 19' pole, no luminaire	17,808.00
Supplier Notes:				
1.18	1	EA	Long mast arm (LMA), 55' arm, 30' pole, 8' luminaire arm	19,139.00
Supplier Notes:				
1.19	1	EA	Long Mast Arm (LMA), 60' arm, 19' pole, no luminaire	17,977.00
Supplier Notes:				
1.20	1	EA	Long Mast Arm (LMA) 60' arm, 30' pole, 8' luminaire arm	19,311.00
Supplier Notes:				

1.21	1	EA	Long mast arm (LMA), 65' arm, 19' pole, no luminaire	18,104.00
Supplier Notes:				
1.22	1	EA	Long mast arm (LMA), 65' arm, 30' pole, 8' luminaire arm	19,458.00
Supplier Notes:				
1.23	1	Set	Anchor Bolts for a 36-A Foundation	596.00
Supplier Notes:				
1.24	1	Set	Anchor Bolts for a 48-A Foundation	1,422.00
Supplier Notes:				
1.25	1	Set	32' 36' 40' 44' Mast Arm Connection Hardware for 80mph	84.00
Supplier Notes:				
1.26	1	Set	48' Mast Arm Connection Hardware for 80mph	98.00
Supplier Notes:				
2	1	Section	TRAFFIC SIGNALS WITH POWDER COAT OPTION	\$204,103.00
Item Notes:				
Supplier Notes:				
Package Line Items:				
#	Qty	UOM	Description	Response
2.1	1	EA	Pedestrian Poles, 14' pole	977.00
Supplier Notes:				
2.2	1	EA	CCTV Camera Pole 30' pole no luminaire	3,839.00
Supplier Notes:				
2.3	1	EA	CCTV Camera Pole 40' pole, no luminaire	5,093.00
Supplier Notes:				

2.4	1	EA	Strain Pole (SP), 30' pole, 8' luminaire	3,041.00
Supplier Notes:				
2.5	1	EA	Single Mast Arm (SMA), 24' round arm, 19' pole, no luminaire	3,171.00
Supplier Notes:				
2.6	1	EA	Single Mast Arm (SMA), 24' round arm, 30' pole, 8' luminaire arm	4,536.00
Supplier Notes:				
2.7	1	EA	Single Mast Arm (SMA), 32' round arm, 19' pole, no luminaire	3,852.00
Supplier Notes:				
2.8	1	EA	Single Mast Arm (SMA), 32' round arm, 30' pole, 8' luminaire RM	5,029.00
Supplier Notes:				
2.9	1	EA	Single Mast Arm (SMA), 36' round arm, 19' pole, no luminaire	4,404.00
Supplier Notes:				
2.10	1	EA	Single Mast Arm (SMA), 36' round arm, 30' pole, 8' luminaire arm	5,556.00
Supplier Notes:				
2.11	1	EA	Single Mast Arm (SMA), 40' round arm, 19' pole, no luminaire	5,098.00
Supplier Notes:				
2.12	1	EA	Single Mast Arm (SMA), 40' round arm, 30' pole, 8' luminaire arm	6,321.00
Supplier Notes:				
2.13	1	EA	Single Mast Arm (SMA), 44' round arm, 19' pole, no luminaire	5,050.00
Supplier Notes:				
2.14	1	EA	Single Mast Arm (SMA), 44' round arm, 30' pole, 8' luminaire arm	6,354.00
Supplier Notes:				

2.15	1	EA	Single Mast Arm (SMA) 48' round arm, 19' pole, no luminaire	5,832.00
Supplier Notes:				
2.16	1	EA	Single Mast Arm (SMA), 48' round arm, 30' pole, 8' luminaire arm	7,235.00
Supplier Notes:				
2.17	1	EA	Long Mast Arm (LMA), 55' arm, 19' pole, no luminaire	19,987.00
Supplier Notes:				
2.18	1	EA	Long Mast Arm (LMA), 55' arm, 30' pole, 8' luminaire arm	22,010.00
Supplier Notes:				
2.19	1	EA	Long Mast Arm (LMA) 60' arm, 30' pole, no luminaire	21,296.00
Supplier Notes:				
2.20	1	EA	Long Mast Arm (LMA) 60' arm, 30' pole, 8' luminaire arm	22,251.00
Supplier Notes:				
2.21	1	EA	Long Mast Arm (LMA), 65' arm, 19' pole, no luminaire	20,704.00
Supplier Notes:				
2.22	1	EA	Long Mast Arm (LMA), 65' arm, 30' pole, 8' luminaire arm	22,467.00
Supplier Notes:				
Response Total:				\$381,421.00



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: June 19, 2017

FROM: Brian Waltenburg, Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, for the 2015 Street Reconstruction project, for Superior Place & Canterbury Lane Reconstruction, in the amount of \$24,926.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the 2015 Street Reconstruction (Superior Place & Canterbury Lane) projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$24,926.50

Proposed Expenditure:	Account Number(s):
\$10,871.00	316-560-78021-6160 (Canterbury Drive)
\$14,055.50	316-560-78024-6160 (Superior Place)

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement with Alliance Geotechnical Group, for the 2015 Street Reconstruction project, for Superior Place & Canterbury Lane Reconstruction, in the amount of \$24,926.50; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP**

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 **ALLIANCE GEOTECHNICAL GROUP**, ("hereinafter referred to as "CONSULTANT") whose address is 3228 Halifax Street, 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 2015 Street Reconstruction (Canterbury Lane & Superior Place) project; 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 2015 Street Reconstruction (Canterbury Lane and Superior Place) 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 Four Thousand Nine Hundred Twenty Six and 50/100 Dollars (\$24,926.50). 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 "A"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "A" 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:

Brian Waltenburg
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6234 Telephone

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

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

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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:

Brian Waltenburg
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

Perry Kakara, S.E.T.
Alliance Geotechnical Group
3228 Halifax Street
Dallas, TX 75247
972-444-8889 Telephone
972-444-8893 Facsimile

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:
ALLIANCE GEOTECHNICAL GROUP**

By: 
Name: Robert P. Nance
Title: President

Date Signed: May 26, 2017

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 26th day of May, 20 17, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of President of Alliance Geotechnical Group, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26th
DAY OF May, 20 17.


Notary Public, State of Texas

My Commission Expires:

11-18-2019





- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING AND TESTING

May 3, 2017

Mr. Brian Waltenburg
Senior Project Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Phn: (972) 874-6234
Email: brian.waltenburg@flower-mound.com

Re: Canterbury Lane, Superior Place
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P16-0509C

Dear Mr. Waltenburg:

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached

After reviewing our fee schedule if you have any questions, please contact the undersigned at (972) 444-8889. If acceptable, please sign below and fax back to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP


Perry Kakara, S.E.T.
CME Department Manager


Robert P. Nance
President

Approved by: _____
Signature

Date: _____

SCHEDULE OF FEES**FOR****CONSTRUCTION MATERIALS ENGINEERING & TESTING**

CANTERBURY LANE, SUPERIOR PLACE FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P16-0509C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. SUB-GRADE TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	8	@	\$165.00	each	\$1,320.00
• Material Analysis -200	8	@	\$35.00	each	\$280.00
• Atterberg Limits	8	@	\$55.00	each	\$440.00
• Grade Beam In-Place Density Test	0	@	\$35.00	each	\$0.00
• Mass Fill In-Place Density Test	0	@	\$18.00	each	\$0.00
• Sulfate Test (1 per 300 lf) as needed	4	@	\$90.00	each	\$360.00
• Paving/Walks Subgrade In-Place Density Test*	63	@	\$35.00	each	\$2,205.00
• Lime Series (5 Point PI Method)	4	@	\$250.00	each	\$1,000.00
• Texas Wet Ball Mill	0	@	\$190.00	each	\$0.00
• Concrete Subgrade Gradation	0	@	\$18.00	each	\$0.00
• Lime Subgrade Gradation Test	12	@	\$18.00	each	\$216.00
• Lime Subgrade Depth Check	12	@	\$18.00	each	\$216.00
• Sr. Engineering Tech to perform testing	131	@	\$47.50	hour	\$6,222.50
• Sr. Engineering Tech Overtime to perform testing	0	@	\$71.25	hour	\$0.00
• Project Manager	12	@	\$75.00	hour	\$900.00
• Sr. Geotechnical Engineer Project Review	4	@	\$125.00	hour	\$500.00
• Vehicle Charge	30	@	\$40.00	trip	\$1,200.00
Sub-Total					\$14,859.50
B. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	2	@	\$165.00	each	\$330.00
• Atterberg Limits	2	@	\$55.00	each	\$110.00
• Material Analysis -200	2	@	\$35.00	each	\$70.00
• In-Place Density Test* (ASTM D2922)	30	@	\$35.00	each	\$1,050.00
• Concrete Test Cylinders (4 cylinders per set) MH/Inlet	8	@	\$18.00	each	\$144.00
• Sr. Engineering Tech to perform testing	20	@	\$47.50	hour	\$950.00
• Project Manager	5	@	\$75.00	hour	\$375.00
• Vehicle Charge	7	@	\$40.00	trip	\$280.00
Sub-Total					\$3,309.00

SCHEDULE OF FEES**FOR****CONSTRUCTION MATERIALS ENGINEERING & TESTING**

CANTERBURY LANE, SUPERIOR PLACE FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P16-0509C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
C. CONCRETE & REINFORCING TESTING & INSPECTION					
• Sr. Geotechnical Engineer Pier Review	0	@	\$125.00	hour	\$0.00
• Concrete Inspection & Testing (regular time)	76	@	\$47.50	hour	\$3,610.00
• Concrete Inspection & Testing (over time)	0	@	\$71.25	hour	\$0.00
• Concrete Cylinder Test	76	@	\$18.00	each	\$1,368.00
• Grout Testing	0	@	\$18.00	each	\$0.00
• Mortar	0	@	\$18.00	each	\$0.00
• Project Manager	12	@	\$75.00	hour	\$900.00
• Vehicle Charge	22	@	\$40.00	trip	\$880.00
Sub-Total					\$6,758.00
D. ASPHALT TESTING & INSPECTION					
• Gradation/A. C. Content	0	@	\$175.00	each	\$0.00
• Density Air Voids	0	@	\$35.00	each	\$0.00
• Sulfate Soundness	0	@	\$285.00	each	\$0.00
• Hveem Stability	0	@	\$105.00	each	\$0.00
• Asphalt Cores	0	@	\$50.00	set	\$0.00
• Lab Molded Densities	0	@	\$45.00	set	\$0.00
• Rice Gravities	0	@	\$45.00	each	\$0.00
• TxDOT Level 1B Asphalt Technician	0	@	\$50.00	hour	\$0.00
• TxDOT Level 1A Asphalt Technician	0	@	\$55.00	hour	\$0.00
• Vehicle Charge	0	@	\$35.00	trip	\$0.00
Sub-Total					\$0.00
ESTIMATED TOTAL					\$24,926.50

NOTES:

1. It is understood that the contractor will be invoiced at overtime rates of 1.5 times the regular hourly rate for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
3. Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
4. Additional test not specified in this proposal will be quoted upon request.
5. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
6. The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: June 19, 2017

FROM: Brian Waltenburg, Senior Project Engineer

ITEM: Consider approval to award Bid No. 2017-35 to 3D Paving & Contracting, LLC., for the 2015 Street Reconstruction project, for Superior Place & Canterbury Lane Reconstruction, in the amount of \$888,677.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 9, 2016, bids were received and opened (Bid No. 2016-77) for the 2015 Street Reconstruction project (Superior Place, Canterbury Lane, McKamy Creek Road) and McKamy Creek Right Turn Lane project. Tiseo Paving Company submitted the only qualified bid. In an effort to provide the most cost effective prioritization of projects, Town Staff recommended the award of base bid items McKamy Creek Road and McKamy Creek Turn Lane and to re-bid Superior Place and Canterbury Lane at a later date.

On May 4, 2017, bids were received and opened (Bid No. 2017-35) for the Superior Place Reconstruction (Colonial to 1545 Superior Pl.), including replacement of the existing sewer line, Canterbury Lane Reconstruction (Churchill to Dover), and Canterbury Sewer Line Replacement projects. 3D Paving & Contracting submitted the lowest qualified bid of the two responding bidders in the amount of \$888,677.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$888,677.00

Proposed Expenditure:	Account Number(s):
\$130,000.00	630-970-78021-6180 (Canterbury Sewer Line)
\$257,573.00	316-560-78021-6160 (Canterbury Lane)
\$501,104.00	316-560-78024-6160 (Superior Place)

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

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

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement

RECOMMENDATION: Move to award Bid No. 2017-35 to 3D Paving & Contracting, LLC., for the 2015 Street Reconstruction project, for Superior Place, & Canterbury Lane Reconstruction, in the amount of \$888,677.00; and authorize the Mayor to execute same on behalf of the Town.



Town of Flower Mound Bid Tabulation

Bid No: 2017-35 - 2015 Street Reconstruction (Canterbury Lane & Superior Place)	
Bid Opening: 5/4/2017 at 11:00 AM	
Company	Total Bid
3D Paving & Contracting, LLC	\$ 888,677.00
Tiseo Paving Company	\$ 1,364,391.30
**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.	
Certified By: Sabrina R. Zadow Purchasing Manager Town of Flower Mound, Texas Date: May 4, 2017	

TOWN OF FLOWER MOUND**2015 STREET RECONSTRUCTION
CANTERBURY LANE & SUPERIOR PLACE****Bid # 2017-35****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and 3D Paving & Contracting, a Limited Liability Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**2015 STREET RECONSTRUCTION
CANTERBURY LANE & SUPERIOR PLACE
Bid # 2017-35**

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

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

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

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

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

project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Eight Hundred Eighty-Eight Thousand Six Hundred Seventy-Seven Dollars and Zero cents (\$888,677.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of ONE HUNDRED EIGHTY (180) calendar days, and final completion of TWO HUNDRED FORTY (240) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall

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

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

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

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

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment

to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

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

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

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall

retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

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

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

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

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and

materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

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

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

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

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

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

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

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

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

signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

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

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

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

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

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

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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

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

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Thomas E. Hayden, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: June 19, 2017

FROM: Randy Williams, Utility Services Manager

ITEM: Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to prepare detailed design plans and specifications for the Wastewater Treatment Plant Rehabilitation Phase IV, Solids Facility Improvements Part 2 Project, in the amount of \$623,681.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This Professional Services Agreement (PSA) with Alan Plummer Associates, Inc., (APAI) will provide for the preparation of detailed plans and specifications for the demolition and replacement of existing holding and thickening facilities, and improvements to aeration systems. The Capital Improvement Program (CIP) includes funding for design phase services of Solids Facility Improvements Part 2 in FY 16-17 with construction funding being available in FY 17-18.

APAI was selected to study current wastewater treatment plant sludge management practices, consider long term solutions, and present a report to outline recommendations. That evaluation concluded with a report, SOLIDS FACILITY PLAN FINAL REPORT – APRIL 2015, outlining a phased approach to improve performance and efficiency of current disposal facilities and plan for the eventual closing of the Waste Management landfill in Lewisville. The report recommended rehabilitating existing belt filter presses and other ancillary equipment as the first of three phases. The second phase involves the construction of new holding tanks, sludge thickening facilities, and modifications to aeration equipment. The final phase will include the construction of sludge drying equipment to further reduce the mass of dewatered solids. That reduction of mass will reduce the number of loads taken to landfills located at much greater distances than the landfill in Lewisville, or the material can be used as a soil enhancer that the Town may be able to market, or use on parks and medians.

FISCAL IMPACT: \$623,681.00

Proposed Expenditure:	Account Number(s):
\$623,681.00	630-970-98471-6180

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement 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 \$623,681.00; and authorization for the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALAN PLUMMER 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 **Alan Plummer Associates, Inc.** (“hereinafter referred to as “CONSULTANT”) whose address is 1320 S. University Drive, Suite 300, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to general construction management and resident project representation of the refurbishment of the solids handling facilities at the wastewater treatment plant; 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 Design and Bid Phase services for the Wastewater Treatment Plant Rehabilitation Phase IV – Solids Facility Improvements Part II 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 Six Hundred Twenty Three Thousand, Six Hundred Eighty One and No/100 Dollars (\$623,681.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a labor fee plus expense basis in accordance with Attachment “A”; provided however that this Contract shall control in the event of any conflict between the language in Attachment “A” 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 performed by each such person. Each invoice shall also state the percentage of work completed on the

Project, the total of the current invoice amount and a running total balance for the Project to date.

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.
Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

Randy Williams
Utility Services Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6404 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:

Randy Williams
Utility Services Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6404 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:

Jeffrey E. Caffey, P.E.,
Principal
Alan Plummer Associates, Inc.
1320 S. University Dr., Suite 300.
Fort Worth, Texas, 76107
817-806-1700 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.

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

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.

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.

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:
Alan Plummer Associates, Inc.

By: _____

Name: Jeffrey E. Caffey, P.E.

Title: Principal

Date Signed: _____

State of Texas

§

County of Tarrant

§

§



This instrument was acknowledged before me on the 5 day of JUNE, 2017, by JEFFREY CAFFEY in his capacity as Principal of Alan Plummer Associates, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5 DAY OF JUNE, 2017.

Melissa Beasley
 Notary Public, State of Texas

My Commission Expires:

3/2/2019

ATTACHMENT A

TOWN OF FLOWER MOUND
WASTEWATER TREATMENT PLANT REHABILITATION PHASE IV
SOLIDS FACILITY IMPROVEMENTS PART 2
BASIC ENGINEERING SERVICES

Prepare detailed design, preselection, and advertisement phase services for the Solids Facility Improvements Part 2 outlined in the Town of Flower Mound Wastewater Treatment Plant Solids Facility Plan. The improvements for Part 2 will include demolition of the existing sludge holding tanks, construction of new sludge holding tanks, sludge thickening, and miscellaneous aeration system improvements.

BASIC SERVICES

CONSULTANT agrees to perform BASIC SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The CONSULTANT shall perform BASIC SERVICES necessary for the development of the PROJECT as follows:

A. DETAILED DESIGN

1. Prepare detailed plans, technical specifications, contract documents of improvements to be constructed for the SOLIDS FACILITY IMPROVEMENTS PART 2, to be bid as a single construction project.
2. Advise the TOWN with respect to the making of all subsurface investigations, including borings, test pits, soil resistivity surveys, and other subsurface explorations. Furnish the TOWN up to five separate underground pipeline location determinations utilizing a subsurface utility engineering (SUE) sub-consultant.
3. Furnish the TOWN, when requested, the engineering data necessary for TOWN'S submittal of applications for routine permits required by local, state, and federal authorities. Preparation of detailed applications and supporting documents for government grants or loans, site specific 404 permits, stormwater permits, or environmental and/or archeological surveys will be provided as SPECIAL SERVICES, if required.
4. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.
5. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the PROJECT.
6. Meetings
 - a. Meet monthly during the design project. The monthly meeting will either be one of the meetings defined below or will be a general progress meeting.
 - b. A project start-up meeting will be held at the Flower Mound Operations Building or at another location designated by the TOWN. The meeting will include the following:
 - (1) Consult with the TOWN to review the scope of services, to verify the

- TOWN's requirements for the project, and to review available data provided by the TOWN.
- (2) Advise the TOWN as to the necessity of the TOWN's providing or obtaining data or services from others, and assist the TOWN in connection with any such services.
 - (3) Prepare a flow chart showing project schedule and key project milestones. The flow chart will be updated periodically and sent to the TOWN.
 - (4) Discuss PROJECT objectives, deliverables, communications, schedule, documentation, work plan, and trending documentation, etc.
 - (5) Based on discussions during the start-up meeting, the proposed PROJECT approach will be refined, if necessary.
 - (6) Prepare start-up meeting notes that document discussions and action items.
- c. One progress meeting to review draft technical memoranda on aeration system evaluation and rotary drum/gravity belt thickener evaluation.
 - d. Three quality control (QC)/design review meetings will be held in the CONSULTANT's Fort Worth office. The quality control review will be performed by two experienced upper level engineers on the CONSULTANT's staff. TOWN staff will attend these meetings. The QC/design review meetings will be held with TOWN staff at 30%, 60% and 90% completion milestones. Each meeting will include:
 - (1) Updated schedule review.
 - (2) Opinion of probable construction cost review.
 - (3) Review of drawings and specifications.
 - (4) Progress meeting minutes that document discussions and action items.
 - e. One meeting with TOWN staff to coordinate the final design. Attending meetings with TOWN council or other TOWN departments except as included in the Basic Services will be an Additional Service.
7. Provide updated opinions of probable construction cost for budget purposes at approximately 30%, 60%, and 90% complete milestones and prepare a detailed statement of the final opinion of probable construction cost. The CONSULTANT'S projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The CONSULTANT does not warrant the accuracy of the opinion of probable construction cost.
 8. Facilities to be designed will consist of the following:
 - a. Demolition of two (2) existing sludge holding tanks and existing Compressor Building;
 - b. Two (2) new concrete sludge holding tanks with combined 10-day storage capacity to include the following items:
 - (1) Sloped floor;
 - (2) Aerated mixing system;
 - (3) Mixing system blowers; and
 - (4) New sludge pump(s).
 - c. One story sludge thickening building to house a new thickener, sludge transfer pumps and required appurtenances;
 - d. Sludge thickener to reduce the amount of run time on the sludge dewatering equipment. The thickener package shall include the following items:

- (1) Thickener equipment;
 - (2) Progressive cavity pumps with hopper feed connection;
 - (3) Polymer feed system; and
 - (4) Washwater system.
 - e. Reconfigure blowers and piping and replace existing blowers as necessary to provide appropriate aeration capacity to the new sludge holding tanks as well as the existing secondary treatment system as determined by the aeration evaluation.
 - f. Provide electrical, instrumentation, and SCADA system improvements associated with the facilities listed above.
9. The 30% Design Review Set shall include the following:
- a. Prepare a preliminary design report with design information on the sludge holding tanks, thickening system, and aeration system improvements. The design report will include the following evaluations in the form of final technical memoranda:
 - (1) Aeration system evaluation including an assessment of the aeration needs for the plant, the benefit of adding an anoxic zone to the existing single stage nitrification basins, an evaluation of multistage blowers (with and without variable frequency drives) versus turbo blowers, and an evaluation of membrane diffusers versus large bubble diffusers for mixing the sludge holding tank.
 - (2) Evaluation of rotary drum thickeners versus gravity belt thickeners
 - b. Construction Drawings including the following:
 - (1) Mechanical Drawings;
 - (2) Process and Instrumentation Drawings (P&ID) Sheets;
 - (3) Yard Piping;
10. Deliverables
- a. Furnish up to five (5) sets of plans (half size), specifications, and contract documents at each progress meeting.
 - b. Furnish up to five (5) copies of the design report at the 30%, 60% and 90% design milestones.
 - c. The 60% and 90% Design Review shall each include the full set of draft specifications and a set of the drawings;
11. Provide topographic surveying of the following areas:
- a. The sludge holding tanks and thickener building; and
 - b. Yard piping modifications;
12. Provide geotechnical engineering services to support structural design of sludge holding tank and building.

B. EQUIPMENT PRESELECTION

- 1. Develop an equipment preselection package with specifications and preliminary drawings in conjunction with the TOWN for obtaining equipment proposals for an equipment package, including the following:
 - a. Preselection Item No. 1:
 - (1) Thickener technology package.
 - b. Preselection Item No. 2:

- (1) Sludge handling pumps.
- c. Preselection Item No. 3:
 - (1) Aeration system(s).
- d. Preselection Item No. 4:
 - (1) Blowers.
- 2. Develop equipment specifications for above equipment items. Develop performance requirements, and information necessary for evaluation of proposals. Thickener technology and aeration system(s) equipment will be evaluated based on experience, reliability, operation and maintenance requirements, power usage, chemical usage, parts replacement cost, and life as well as equipment and construction costs of each, and other non-cost factors. Suppliers will be evaluated for prequalification requirements and proposals based on criteria established in conjunction with the TOWN.
- 3. Assist the TOWN during the advertisement for equipment proposals. Respond to requests for information and prepare addendum items.
- 4. Meetings
 - a. Attend one (1) pre-bid meeting with the TOWN.
 - b. Attend one (1) proposal evaluation meeting with the TOWN.
- 5. Deliverables
 - a. Perform proposal reviews for conformance to the specifications and contract documents.
 - b. Prepare proposal review summary and selection recommendation letters for each equipment item.

C. ADVERTISEMENT PHASE SERVICES

- 1. Assist the TOWN in securing bids, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the TOWN for publication in the local news media. The cost for publications shall be paid by the TOWN.
- 2. Assist the prospective bidders in interpreting the construction plans and specifications through the preparation and issuance of addenda, and assist the TOWN in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the TOWN.
- 3. Prepare for and participate in one (1) pre-bid conference at the project site.

ADDITIONAL SERVICES

- A. Additional services to be performed by the CONSULTANT, if authorized by the TOWN, which are not included in the above-described BASIC SERVICES, are described as follows:
 - 1. Primary clarifier closure plan.

2. Evaluation and detailed design of conversion of AB 2 and 3 to anoxic zones and design of a nitrate recycle pump and pipeline.
3. Attending additional meetings as requested by TOWN;
4. Sampling, testing or analysis beyond that specifically included in BASIC SERVICES;
5. Providing additional copies of reports, plans and specifications;
6. Any additional services that may be required by the TOWN for completion of the project that are not included in the BASIC or SPECIAL SERVICES; and
7. Preparing copies of Computer-Aided Drafting (CAD) electronic databases, drawings, or files for the TOWN's use in a future CAD system.

TIME OF COMPLETION

Upon receipt of a notice to proceed, Alan Plummer Associates anticipates the following completion schedule for each of the project tasks. It is anticipated the Town will have two weeks to review submittals prior to the date review meetings are scheduled.

Task	Calendar Days
1. Start-up meeting:	Within 10 days of Notice to Proceed.
2. Submit 30% Review Documents:	Within 45 days of Start-up meeting.
3. Equipment Preselection Advertisement:	Within 28 days of 30% Review Meeting
4. Equipment Preselection Bid	Within 21 days of advertisement.
5. Submit 60% Review Documents:	Within 42 days of Equipment Preselection Bid.
6. Submit 90% Review Documents:	Within 42 days of 60% Review Meeting.
7. Advertise Project:	Within 35 days of 90% Review Meeting.

**ALAN PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2017**

Staff Description	Staff Code	Range of Billing Rates
Admin Staff	A1-A3	\$ 65.00 - \$ 80.00
Senior Admin Staff	A4	\$ 90.00 - \$ 120.00
Designer/Technician	C1-C2	\$ 56.00 - \$ 103.00
Designer/Technician III	C3	\$ 95.00 - \$ 120.00
Senior Designer/Technician	C4	\$ 100.00 - \$ 140.00
Electrical Engineer	E1	\$115.00 - \$165.00
Senior Electrical Engineer	E2	\$200.00 - \$275.00
Engineer/Scientist Intern	ES0	\$ 50.00 - \$ 75.00
Engineer-in-Training/Scientist-in-Training	ES1-ES2	\$ 80.00 - \$105.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 95.00 - \$135.00
Project Engineer/Scientist	ES4	\$120.00 - \$150.00
Senior Project Engineer/Scientist	ES5	\$135.00 - \$165.00
Project Manager	ES6	\$170.00 - \$220.00
Senior Project Manager	ES7	\$190.00 - \$260.00
Principal	ES8-ES9	\$235.00 - \$320.00

Billing rates are based on "salary cost" times a multiplier of 2.3.

Salary cost is based on direct payroll costs times 1.43. Salary cost includes direct payroll costs, payroll taxes, vacation, holiday, sick leave, employee insurance, and other fringe.

Range of billing rates shown may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement. The multipliers shown will not be adjusted.

A multiplier of 1.15 will be applied to all direct expenses.

**TOWN OF FLOWER MOUND
WASTEWATER TREATMENT PLANT
ENGINEERING SERVICES BUDGET SUMMARY**

	Principal (hrs)	Sr. Proj Mgr (hrs)	Sr. Elec Engr (hrs)	Sr. Str Engr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total
											Hours	Fee (\$\$\$)	
SUMMARY	0	296	0	0	0	436	720	634	22	63	2,171	\$ 298,345	100.0%
DETAILED DESIGN	0	203	0	0	0	326	592	578	22	55	1,776	\$ 237,645	79.7%
EQUIPMENT PRESELECTION	0	40	0	0	0	64	70	56	0	8	238	\$ 34,700	11.6%
ADVERTISEMENT	0	53	0	0	0	46	58	0	0	0	157	\$ 26,000	8.7%
TOTAL LABOR													
Total Labor Hours	0	296	0	0	0	436	720	634	22	63	2,171		
Total Labor Amount												\$ 298,345	100.0%
Total Amounts by Labor Category	\$ -	\$ 71,040	\$ -	\$ -	\$ -	\$ 65,400	\$ 79,200	\$ 63,400	\$ 1,980	\$ 17,325		\$ 298,345	
Labor Category Percent of Total Labor	0.0%	23.8%	0.0%	0.0%	0.0%	21.9%	26.5%	21.3%	0.7%	5.8%			100.0%
TOTAL EXPENSES (see breakdown below)													
Total Subconsultants												\$ 309,896	
Total Reimbursables												\$ 15,440	
Total Expenses												\$ 325,336	
GRAND TOTAL - WASTEWATER TREATMENT PLANT												\$ 623,681	

EXPENSES

Project No.	Project Name	Expense Invoice Amt			APAI Labor	Total Contract					
		Subs	Reimb.	Total							
DETAILED DESIGN		\$ 299,526	\$ 11,890	\$ 311,415	\$ 237,645	\$ 549,060					
EQUIPMENT PRESELECTION		\$ 5,175	\$ 2,316	\$ 7,491	\$ 34,700	\$ 42,191					
ADVERTISEMENT		\$ 5,196	\$ 1,234	\$ 6,430	\$ 26,000	\$ 32,430					
TOTAL EXPENSES		\$ 309,896	\$ 15,440	\$ 325,336	\$ 298,345	\$ 623,681					

TOWN OF FLOWER MOUND WASTEWATER TREATMENT PLANT SOLIDS FACILITY IMPROVEMENTS PART 2 DETAILED DESIGN												
Level 2 (Phase) No. and Description Level 3 (Task) No. and Description	Principal (hrs)	Sr. Proj Mgr (hrs)	Sr. Elec Engr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
										Hours	Fee (\$\$\$)	
SOLIDS FACILITY IMPROVEMENTS PART 2	0	203	0	0	326	592	578	22	55	1,776	\$ 237,645	100.0%
A Evaluations	0	21	0	0	78	166	48	2	0	315	\$ 39,980	16.8%
1 Diffuser/Blower Evaluation		8			42	84	24			158	\$ 19,860	8.4%
3 Sludge Thickening Equipment Evaluation		8			20	58	24			110	\$ 13,700	5.8%
5 Draft Design Memo		3			12	16		1		32	\$ 4,370	1.8%
6 Final Design Memo		2			4	8		1		15	\$ 2,050	0.9%
B Design	0	39	0	0	186	316	530	20	0	1,091	\$ 126,820	53.4%
1 General		1			20	48	60			129	\$ 14,520	6.1%
2 Civil		1			8	20	40			69	\$ 7,640	3.2%
3 Nitrification Basin Diffuser Replacement		1			12	16	40			69	\$ 7,800	3.3%
4 Sludge Holding Tanks		4			16	48	70			138	\$ 15,640	6.6%
5 Blower Building		4			16	32	80			132	\$ 14,880	6.3%
6 Thickener and Sludge Pump Building		4			40	76	160			280	\$ 31,320	13.2%
7 P&ID's		4			16	32				52	\$ 6,880	2.9%
8 Standard Details		4			10	20	40			74	\$ 8,660	3.6%
9 Specifications		16			48	24	40	20		148	\$ 19,480	8.2%
C OPCC	0	10	0	0	16	64	0	0	0	90	\$ 11,840	5.0%
1 30% Review		4			4	24				32	\$ 4,200	1.8%
2 60% Review		2			4	20				26	\$ 3,280	1.4%
3 90% Review		2			4	12				18	\$ 2,400	1.0%
4 Final		2			4	8				14	\$ 1,960	0.8%
D Subconsultant Coordination	0	12	0	0	24	12	0	0	0	48	\$ 7,800	3.3%
1 Subconsultant Coordination		12			24	12				48	\$ 7,800	3.3%
E Meetings	0	22	0	0	22	34	0	0	22	100	\$ 18,370	7.7%
1 Kick-Off Meeting		4			4	6				14	\$ 2,220	0.9%
2 Progress Meetings (2)		4			4	6				14	\$ 2,220	0.9%
4 30% Review - Client		3			3	5			6	17	\$ 3,370	1.4%
5 60% Review - Client		4			4	6			8	22	\$ 4,420	1.9%
6 90% Review - Client		4			4	6			8	22	\$ 4,420	1.9%
7 Final Review - Client		3			3	5				11	\$ 1,720	0.7%
PM Project Management	0	99	0	0	0	0	0	0	33	132	\$ 32,835	13.8%
1 Quality Control									33	33	\$ 9,075	3.8%
2 Project Management		99								99	\$ 23,760	10.0%
TOTAL LABOR	0	203	0	0	326	592	578	22	55	1,776		
Total Labor Hours												
Total Labor Amount											\$ 237,645	100.0%
Total Amounts by Labor Category	\$ -	\$ 48,720	\$ -	\$ -	\$ 48,900	\$ 65,120	\$ 57,800	\$ 1,980	\$ 15,125		\$ 237,645	
Labor Category Percent of Total Labor	0.0%	20.5%	0.0%	0.0%	20.6%	27.4%	24.3%	0.8%	6.4%			100.0%
TOTAL EXPENSES (see breakdown below)												
Total Subconsultants											\$ 299,526	
Total Reimbursables											\$ 11,890	
Total Expenses											\$ 311,415	
GRAND TOTAL - SOLIDS FACILITY IMPROVEMENTS PART 2											\$ 549,060	
SUBCONSULTANT EXPENSES												
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)								
CA	Architect Consultant	\$ 41,000	1.15	\$ 47,150								
CC	Civil Engr Consultant	\$ -	1.15	\$ -								
CE	Elec/Instr Consultant	\$ 135,957	1.15	\$ 156,351								
CG	Geotechnical Consultant	\$ 12,000	1.15	\$ 13,800								
CM	Mechanical Consultant	\$ 34,000	1.15	\$ 39,100								
CO	Other Consultant	\$ -	1.15	\$ -								
CS	Structural Consultant	\$ 25,000	1.15	\$ 28,750								
CY	Surveying Consultant	\$ 5,000	1.15	\$ 5,750								
C1	SUE Consultant	\$ 7,500	1.15	\$ 8,625								
C2		\$ -	1.15	\$ -								
C3		\$ -	1.15	\$ -								
C4		\$ -	1.15	\$ -								
C5		\$ -	1.15	\$ -								
C6		\$ -	1.15	\$ -								
TOTAL SUBCONSULTANT EXPENSES		\$ 260,457		\$ 299,526								
REIMBURSABLE EXPENSES												
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)								
RA	Laboratory Analysis	\$ -	1.15	\$ -								
RC	Computer	\$ -	1.15	\$ -								
RH	Historical	\$ -	1.15	\$ -								
RI	In-House Reproduction	\$ 1,000	1.15	\$ 1,150								
RL	Long Distance Telephone	\$ -	1.15	\$ -								
RM	Employee Mileage	\$ 250	1.15	\$ 288								
RO	Other Expenses	\$ -	1.15	\$ -								
RP	Purchased Services	\$ -	1.15	\$ -								
RR	Reproduction	\$ 6,000	1.15	\$ 6,900								
RS	Shipping, Delivery, Postage	\$ -	1.15	\$ -								
RT	Travel, Meals, Lodging		1.15	\$ -								
RU	Telecommunications	\$ 3,552	1.00	\$ 3,552								
R1		\$ -	1.15	\$ -								
R2		\$ -	1.15	\$ -								
TOTAL REIMBURSABLE EXPENSES		\$ 10,802		\$ 11,890								

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TOWN OF FLOWER MOUND WASTEWATER TREATMENT PLANT SOLIDS FACILITY IMPROVEMENTS PART 2 EQUIPMENT PRESELECTION													
Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Proj Mgr (hrs)	Sr. Elec Engr (hrs)	Sr. Str Engr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
											Hours	Fee (\$\$\$)	
SOLIDS FACILITY IMPROVEMENTS PART 2	0	40	0	0	0	64	70	56	0	8	238	\$ 34,700	100.0%
A Preselection	0	23	0	0	0	64	70	56	0	4	217	\$ 29,520	85.1%
1 Front End Documents		4				16	8			2	30	\$ 4,790	13.8%
2 Specifications and Drawings		4				16	16	48		2	86	\$ 10,470	30.2%
3 Life Cycle Cost Evaluation		4				8	20				32	\$ 4,360	12.6%
4 Advertisement/Addenda		2				8	8	8			26	\$ 3,360	9.7%
5 Meetings (2)		8				8	10				26	\$ 4,220	12.2%
6 Recommendation		1				8	8				17	\$ 2,320	6.7%
PM Project Management	0	17	0	0	0	0	0	0	0	4	21	\$ 5,180	14.9%
1 Quality Control										4	4	\$ 1,100	3.2%
2 Project Management		17									17	\$ 4,080	11.8%
TOTAL LABOR													
Total Labor Hours	0	40	0	0	0	64	70	56	0	8	238		
Total Labor Amount												\$ 34,700	100.0%
Total Amounts by Labor Category	\$ -	\$ 9,600	\$ -	\$ -	\$ -	\$ 9,600	\$ 7,700	\$ 5,600	\$ -	\$ 2,200		\$ 34,700	
Labor Category Percent of Total Labor	0.0%	27.7%	0.0%	0.0%	0.0%	27.7%	22.2%	16.1%	0.0%	6.3%			100.0%
TOTAL EXPENSES (see breakdown below)													
Total Subconsultants												\$ 5,175	
Total Reimbursables												\$ 2,316	
Total Expenses												\$ 7,491	
GRAND TOTAL - SOLIDS FACILITY IMPROVEMENTS PART 2												\$ 42,191	
SUBCONSULTANT EXPENSES													
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)									
CA	Architect Consultant	\$ 1,000	1.15	\$ 1,150									
CC	Civil Engr Consultant	\$ -	1.15	\$ -									
CE	Electrical Consultant	\$ 2,500	1.15	\$ 2,875									
CG	Geotechnical Consultant	\$ -	1.15	\$ -									
CM	Mechanical Consultant	\$ 1,000	1.15	\$ 1,150									
CO	Other Consultant	\$ -	1.15	\$ -									
CS	Structural Consultant	\$ -	1.15	\$ -									
CY	Surveying Consultant	\$ -	1.15	\$ -									
C1		\$ -	1.15	\$ -									
C2		\$ -	1.15	\$ -									
C3		\$ -	1.15	\$ -									
C4		\$ -	1.15	\$ -									
C5		\$ -	1.15	\$ -									
C6		\$ -	1.15	\$ -									
TOTAL SUBCONSULTANT EXPENSES		\$ 4,500		\$ 5,175									
REIMBURSABLE EXPENSES													
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)									
RA	Laboratory Analysis	\$ -	1.15	\$ -									
RC	Computer	\$ -	1.15	\$ -									
RH	Historical	\$ -	1.00	\$ -									
RI	In-House Reproduction	\$ 300	1.15	\$ 345									
RL	Long Distance Telephone	\$ -	1.15	\$ -									
RM	Employee Mileage	\$ 300	1.15	\$ 345									
RO	Other Expenses	\$ -	1.15	\$ -									
RP	Purchased Services	\$ -	1.15	\$ -									
RR	Reproduction	\$ 1,000	1.15	\$ 1,150									
RS	Shipping, Delivery, Postage	\$ -	1.15	\$ -									
RT	Travel, Meals, Lodging	\$ -	1.15	\$ -									
RU	Telecommunications	\$ 476	1.00	\$ 476									
R1		\$ -	1.15	\$ -									
R2		\$ -	1.15	\$ -									
TOTAL REIMBURSABLE EXPENSES		\$ 2,076		\$ 2,316									
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TOWN OF FLOWER MOUND WASTEWATER TREATMENT PLANT SOLIDS FACILITY IMPROVEMENTS PART 2 ADVERTISEMENT													
Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Proj Mgr (hrs)	Sr. Elec Engr (hrs)	Sr. Str Engr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
											Hours	Fee (\$\$\$)	
SOLIDS FACILITY IMPROVEMENTS PART 2	0	53	0	0	0	46	58	0	0	0	157	\$ 26,000	100.0%
A Advertisement	0	41	0	0	0	46	58	0	0	0	145	\$ 23,120	88.9%
1 Addenda		12				30	40				82	\$ 11,780	45.3%
2 Pre-Bid Meeting		24				5	7				36	\$ 7,280	28.0%
3 Bid Opening		3				3	3				9	\$ 1,500	5.8%
4 Recommendation of Award		2				8	8				18	\$ 2,560	9.8%
											0	\$ -	0.0%
PM Project Management	0	12	0	0	0	0	0	0	0	0	12	\$ 2,880	11.1%
1 Quality Control											0	\$ -	0.0%
2 Project Management		12									12	\$ 2,880	11.1%
TOTAL LABOR													
Total Labor Hours	0	53	0	0	0	46	58	0	0	0	157		
Total Labor Amount												\$ 26,000	100.0%
Total Amounts by Labor Category	\$ -	\$ 12,720	\$ -	\$ -	\$ -	\$ 6,900	\$ 6,380	\$ -	\$ -	\$ -		\$ 26,000	
Labor Category Percent of Total Labor	0.0%	48.9%	0.0%	0.0%	0.0%	26.5%	24.5%	0.0%	0.0%	0.0%			100.0%
TOTAL EXPENSES (see breakdown below)													
Total Subconsultants												\$ 5,196	
Total Reimbursables												\$ 1,234	
Total Expenses												\$ 6,430	
GRAND TOTAL - SOLIDS FACILITY IMPROVEMENTS PART 2												\$ 32,430	
SUBCONSULTANT EXPENSES													
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)									
CA	Architect Consultant	\$ -	1.15	\$ -									
CC	Civil Engr Consultant	\$ -	1.15	\$ -									
CE	Elec/Instr Consultant	\$ 2,518	1.15	\$ 2,896									
CG	Geotechnical Consultant	\$ -	1.15	\$ -									
CM	Mechanical Consultant	\$ -	1.15	\$ -									
CO	Other Consultant	\$ -	1.15	\$ -									
CS	Structural Consultant	\$ 2,000	1.15	\$ 2,300									
CY	Surveying Consultant	\$ -	1.15	\$ -									
C1		\$ -	1.15	\$ -									
C2		\$ -	1.15	\$ -									
C3		\$ -	1.15	\$ -									
C4		\$ -	1.15	\$ -									
C5		\$ -	1.15	\$ -									
C6		\$ -	1.15	\$ -									
TOTAL SUBCONSULTANT EXPEN		\$ 4,518		\$ 5,196									
REIMBURSABLE EXPENSES													
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)									
RA	Laboratory Analysis	\$ -	1.15	\$ -									
RC	Computer	\$ -	1.15	\$ -									
RH	Historical	\$ -	1.15	\$ -									
RI	In-House Reproduction	\$ 500	1.15	\$ 575									
RL	Long Distance Telephone	\$ -	1.15	\$ -									
RM	Employee Mileage	\$ 300	1.15	\$ 345									
RO	Other Expenses	\$ -	1.15	\$ -									
RP	Purchased Services	\$ -	1.15	\$ -									
RR	Reproduction	\$ -	1.15	\$ -									
RS	Shipping, Delivery, Postage	\$ -	1.15	\$ -									
RT	Travel, Meals, Lodging	\$ -	1.15	\$ -									
RU	Telecommunications	\$ 314	1.00	\$ 314									
R1		\$ -	1.15	\$ -									
R2		\$ -	1.15	\$ -									
TOTAL REIMBURSABLE EXPENSES		\$ 1,114		\$ 1,234									
F:\Opportunity\2011-054-03\0-0 Opportunity\0-2 PROJECT\DesginContractPreparation\[FM Budget-DraftSent.xls]Project 3												03/08/17	



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: June 19, 2017

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Spring Meadow Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$237,973.00.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2016-2017 after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Spring Meadow Park playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board supports the purchase of this play equipment.

FISCAL IMPACT: \$237,973.00

Proposed Expenditure:	Account Number(s):
\$237,973.00	317-110-90817

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

DW

ATTACHMENTS:

1. Buyboard Proposal
2. Play Equipment

RECOMMENDATION: Move to approve the purchase and installation of the 2016-17 Playground Replacements project, for the Spring Meadow Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$237,973.00.


Child's Play, Inc.

 10661 Shady Trail
 Dallas, TX 75220
 (P) 972-484-0600 (F) 972-484-0333
BILL TO
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, TX 75028
SHIP TO
 Spring Meadow Park
 4001 Spring Meadow Lane
 Flower Mound, TX 75028

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2017-446	05/29/2017	\$237,973.00	07/14/2017	Due on Completion	

PROJECT

Spring Meadow Park

SALES REP

KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNUIN Custom Nucleus/Intensity Series Playground Structure - 2-5 & 5-12 Age Signs; 2 Bay Arch Swing w/2 Belt Seats & 2 Tot Seats & Rev8 Spinner	1	104,222.00	104,222.00
BCI560-0579 12' x 12' x 10' FS ShadePlay Canopy - Installed	4	4,329.00	17,316.00
Freight Freight	1	5,063.00	5,063.00
Concrete Perimeter Concrete Perimeter, 6"W x 14" D, Approx. 258 lf, (4) 5' x 7' Bench Pads, Installation of (4) Benches	1	10,542.00	10,542.00
Installation Removal of Existing Equipment & Wood Fiber, Installation of New Equipment & Drainage Pipe	1	29,352.00	29,352.00
Artificial Turf System Artificial Turf - Green w/ Brown Thatch, Tape & Glue, Infill Sand, Freight, & Installation - Approx. 4,185 sq. ft.	1	48,063.00	48,063.00
PIP Rubber Poured-In-Place BondFlex Rubber Surfacing System, 50/50% Color - Approx. 2,100 sq. ft.	1	23,415.00	23,415.00
BUYBOARD CONTRACT # 512-16			

BALANCE DUE

\$237,973.00





TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: June 19, 2017

FROM: Kenneth Parr, Director of Public Works

ITEM: Consider approval of Amendment No. 5 to the Fiscal Year 2016-2017 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2016-2017 Capital Improvement Program (CIP) Amendment No. 4 was approved by Town Council on March 20, 2017. Amendment No. 5 is proposed to increase funding to the General Fund budget and decrease the Utility Fund budget. The proposed CIP Amendment No. 5 for FY 2016-2017 would increase the currently adopted General Fund budget expenditures from \$42,116,785 to \$42,296,785 and, decrease the Utility Fund budgeted expenditures from \$12,417,000 to \$11,677,000.

FISCAL IMPACT:

Proposed CIP:

FY 2016-2017:	General Capital Projects	\$42,296,785
	Utility Capital Projects	\$11,677,000
Five-Year CIP Plan:	General Capital Projects	\$204,446,348
	Utility Capital Projects	\$156,232,190

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2016-2017 CIP Amendment No. 5 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 5 Changes
3. CIP Amendment 5

RECOMMENDATION: Move to approve Amendment No. 5 to the Fiscal Year 2016-2017 Capital Improvement Program.

Project Modification Listing
CIP Amendment 5

Streets (General Funds))

- Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) - Increase the funding to replace additional roadway panels south of the project to the church, and purchase ROW, at an additional estimated cost of \$100,000 of Project Savings
- Lakeside Eastbound Right Turn Lane at Home Depot – Remove this project, as per the DA, Developer will construct this Turn Lane, and the Town will construct the right Turn Lane on Northbound FM 2499 onto Lakeside (project will be added on FY 2017-18 CIP)
- Rippy Road – Add this new project, to reimburse the Developer for the Rippy Road improvements, from Waketon to Pecan Meadows, \$800,000 of TIRZ funds this FY, and \$1,315,000 of TIRZ funds to compete Rippy Road from Pecan Meadows to FM 2499, in FY 2019-20
- Sidewalk Links – Transfer approved Decision Package for sidewalk improvements funds into the Sidewalk Links CIP project, increasing the budget by \$150,000

Signals (General Funds)

- U.S 377 at Canyon Falls Drive – Pull forward the construction funding, to begin the project this FY, by \$215,000 of Impact Fees, and \$10,000 of Project Savings

Water (Utility Funds)

- Lakeside Business District - Water Reuse Master Plan – Add this new project, to begin the study/design on the Lakeside Water Reuse Plan, with \$120,000.00 of Water Impact Fees
- Pintail Pump Station (Auxiliary Power & Upgrades) - Push this project out to next FY
- Stonehill Pump Station 10MG Ground Storage Tank Modification – Push the construction out to next FY
- Stonehill Pump Station Discharge Valve Replacement – Push this project out to next FY
- Yucca Drive Utilities (Sagebrush to 700 ft. South of FM 1171) – Increase funding to relocate the existing water line, from under the sidewalk and retaining wall, to under the street, for ease of future access, at an estimated cost of \$220,000 of Project Savings

Wastewater (Utility Funds)

- Canterbury Drive Reconstruction (Churchill to Dover) – Bids came in higher than engineer's estimate for the Sewer Line Replacement; increase funding by \$50,000 of Project Savings

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 5
06/19/2017

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000	-	1,085,000	170,000	465,000	150,000	150,000	150,000	-
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	-	500,000	-	-	-	-	-	500,000	500,000	0	-	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	-	600,000	-	-	-	-	-	600,000	600,000	0	-	-	-	-	-	-	-	-	-
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000	-	2,5	-	-	300,000	-	300,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000	-	-	-	-	-	-	-	-
FM 407 (TxDot)	177,889	-	-	-	-	-	-	177,889	177,889	1,2	-	-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	400,000	-	-	400,000	200,000	0,2	-	-	200,000	-	-	-	200,000	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	120,000	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-	-	2,682,000	-	-	-	-	-	2,682,000
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	1,400,000	-	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-	-	40,000	-	-	40,000	-	-	-
Lakeside Eastbound Right Turn Lane at Home Depot ** - REMOVE	-	250,000	-	-	-	-	-	250,000	-	2,5	-	-	250,000	250,000	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	-	6,500,000
McKamy Creek Turn Lane at Flower Mound Rd **	350,000	-	-	-	-	-	-	350,000	-	0,2	350,000	-	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	399,844	-	-	-	4,851,480	-	-	5,251,324	5,251,324	0,5	-	-	-	-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-	-	-	-	-	-	-	-	-
Rippy Road (Waketon to Pecan Meadows)** - NEW	-	-	800,000	-	1,315,000	-	-	2,115,000	2,115,000	2,7	-	-	-	-	-	-	-	-	-
Roadway Amenities	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000	-	450,000	90,000	90,000	90,000	90,000	90,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000	-	-	-	-	-	-	-	-
Sidewalk Links **	661,000	-	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-	-
Sidewalk Links **	661,000	150,000	-	-	-	-	-	811,000	811,000	2,4	-	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-	-	880,000	-	880,000	-	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000	-	-	-	-	-	-	-	-
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000	-	200,000	200,000	-	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-	-
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-	-	600,000	600,000	-	-	-	-	-
SUBTOTAL - OLD	\$ 17,650,398	\$ 10,134,674	\$ 3,935,000	\$ 7,300,250	\$ 5,611,480	\$ 2,703,000	\$ 21,383,337	\$ 68,718,139	\$ 45,584,875		\$ 6,256,264	\$ -	\$ 16,877,000	\$ 1,960,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000
SUBTOTAL - NEW	\$ 17,650,398	\$ 10,134,674	\$ 4,735,000	\$ 7,300,250	\$ 6,926,480	\$ 2,703,000	\$ 21,383,337	\$ 70,833,139	\$ 47,949,875		\$ 6,256,264	\$ -	\$ 16,627,000	\$ 1,710,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000

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

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SUMMARY OF FIVE YEAR CIP PLAN
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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	290,000	70,000	2	220,000	-	-	-	-	-	-	-
FM 2499 at College Parkway	230,000	-	-	-	-	-	-	230,000	230,000	0,2,7	-	-	-	-	-	-	-	-
FM 2499 at Silveron	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-	-	-	-	-	-	-	-
FM 407 at Browning	25,000	-	-	-	-	-	-	25,000	25,000	2,4	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000	-	625,000	125,000	125,000	125,000	125,000	125,000
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	-	500,000	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	25,000	225,000	-	-	-	-	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-
U.S 377 at Canyon Falls Drive	-	250,000	-	-	-	-	-	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-
SUBTOTAL - OLD	\$ 1,135,000	\$ 390,000	\$ 350,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,470,000	\$ 2,655,000		\$ 690,000	\$ -	\$ 1,125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000
SUBTOTAL - NEW	\$ 1,135,000	\$ 615,000	\$ 125,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,470,000	\$ 2,655,000		\$ 690,000	\$ -	\$ 1,125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

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

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SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 5
06/19/2017

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

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

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SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 5
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-	-	-	2,235,000	-	-	-	-	-	-	2,235,000	
Fire Station No. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2,4	-	-	-	980,000	980,000	-	-	-	-	-	-	
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-	-	-	6,800,000	-	-	300,000	6,500,000	-	-	-	
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-	-	-	5,350,000	-	300,000	5,050,000	-	-	-	-	
Land (Old Settlers/Peters Colony and Log Cabin)	-	1,130,000	-	-	-	-	-	1,130,000	30,000	1,2	-	-	-	1,100,000	1,100,000	-	-	-	-	-	-	
Library Expansion**	-	-	10,900,000	-	-	-	-	10,900,000	10,900,000	2,7	-	-	-	-	-	-	-	-	-	-	-	
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-	-	-	-	-	-	-	-	-	-	-	
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2,4	-	-	-	1,760,000	1,760,000	-	-	-	-	-	-	
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-	-	-	-	-	-	-	-	-	-	-	
Town Hall **	-	18,800,000	-	-	-	-	-	18,800,000		2,7	-	-	-	18,800,000	18,800,000	-	-	-	-	-	-	
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2,4	-	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 7,248,000	\$ 23,924,375	\$ 11,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 66,457,375	\$ 29,432,375		\$ -	\$ -	\$ -	\$ 37,025,000	\$ 22,640,000	\$ 300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000		

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

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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2016-17 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	1,200,000	-	-	-	-	-	1,200,000	1,200,000	8	-		-		-		-	-	-	-	-	-
2018-19 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-	-
2019-20 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	600,000	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2020-21 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	600,000	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Bluebonnet Trail Connections **	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-	-
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Counmity Activity Center Improvements	-	257,000	-	-	-	-	-	257,000	-	2	-		-		257,000		257,000	-	-	-	-	-
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-		-		-		-	-	-	-	-	-
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-		-		-		-	-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-		-		-		-	-	-	-	-	-
Heritage Park of Flower Mound Phase II	2,590,000	-	-	-	-	-	-	2,590,000	2,590,000	8,6	-		-		-		-	-	-	-	-	-
Heritage Park of Flower Mound Phase III	200,000	1,981,000	-	-	-	-	-	2,181,000	2,181,000	8	-		-		-		-	-	-	-	-	-
Heritage Park of Flower Mound Phase IV	-	200,000	2,200,000	-	-	-	-	2,400,000	2,400,000	8	-		-		-		-	-	-	-	-	-
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Individual Park Improvements	1,110,000	50,000	-	-	-	-	-	1,160,000	1,160,000	8	-		-		-		-	-	-	-	-	-
Log Cabin Property Purchase	454,098	-	-	-	-	-	-	454,098	454,098	2	-		-		-		-	-	-	-	-	-
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000	-	660,000	660,000	2,6,8	-		-		-		-	-	-	-	-	-
Park and Trails Master Plan	200,000	-	-	-	-	-	-	200,000	200,000	2,6	-		-		-		-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2,6	-		-		-		-	-	-	-	-	-
Pink Evening Primrose Trail Connections	-	-	-	600,000	-	-	-	600,000	600,000	2,6	-		-		-		-	-	-	-	-	-
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-		-		-		-	-	-	-	-	-
Rheudasil Park Amenities	200,000	-	-	200,000	1,600,000	-	-	2,000,000	2,000,000	2,8	-		-		-		-	-	-	-	-	-
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	3,300,000	-	-	-	-	-	-	3,300,000	1,250,000	8	2,050,000		-		-		-	-	-	-	-	-
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-		-		-		-	-	-	-	-	-
Twin Coves Park - Improvements	3,800,000	177,736	-	-	-	-	-	3,977,736	877,736	2,8	3,100,000		-		-		-	-	-	-	-	-
White Lazy Daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 13,609,098	\$ 3,915,736	\$ 2,250,000	\$ 2,250,000	\$ 4,250,000	\$ 1,650,000	\$ 7,200,000	\$ 35,124,834	\$ 29,717,834		\$ 5,150,000		\$ -		\$ 257,000		\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND - OLD	\$ 46,590,496	\$ 42,116,785	\$ 19,735,000	\$ 17,840,250	\$ 19,486,480	\$ 6,478,000	\$ 50,129,337	\$ 202,376,348	\$ 134,996,084		\$ 12,096,264		\$ -		\$ 55,284,000	\$-	\$ 24,982,000	\$ 3,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000
GRAND TOTAL GENERAL FUND - NEW	\$ 46,590,496	\$ 42,341,785	\$ 20,310,000	\$ 17,840,250	\$ 20,801,480	\$ 6,478,000	\$ 50,129,337	\$ 204,491,348	\$ 137,361,084		\$ 12,096,264		\$ -		\$ 55,034,000	\$-	\$ 24,732,000	\$ 3,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000
** Project Includes ADA Improvements																						

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0.2	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0.2	50,000	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-Inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0.2	1,050,000	-	1,210,000	650,000	560,000	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0.3	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0.5	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0.2	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0.2	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	0.2	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0.2	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0.2	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0.2,7	-	600,000	-	600,000	-	-	-	-
FM 2499 12-Inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0.2,5	740,000	-	-	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	550,000	-	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0.2	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement Phase I	-	350,000	2,750,000	-	-	-	-	3,100,000	-	2	-	3,100,000	350,000	2,750,000	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	2	-	2,600,000	-	2,600,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0.2	50,000	2,310,000	-	-	-	-	-	2,310,000
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	1,270,000	-	-	-	-	1,305,000	305,000	0.2	-	1,000,000	-	1,000,000	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	50,000	320,000	-	-	-	-	370,000	370,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0.2	-	880,000	-	-	-	-	-	880,000
Lakeside Business District - Water Reuse Master Plan - NEW	-	120,000	-	-	-	-	-	120,000	120,000	0.2	-	-	-	-	-	-	-	-
Long Prairie 12-Inch Water Line	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0.2,5	855,000	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0.2	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0.2	-	6,770,000	-	-	-	-	-	6,770,000
Morriss Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0.2	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2.5	300,000	-	-	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	330,000	270,000	1,500,000	-	-	-	-	2,100,000	330,000	0.2,5	-	1,770,000	270,000	1,500,000	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	330,000	-	1,770,000	-	-	-	-	2,100,000	330,000	0.2,5	-	1,770,000	-	1,770,000	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0.2	-	260,000	-	-	-	-	-	260,000
Rippy Road Water line Improvements (FM 2499-Waketon)	-	730,000	-	-	-	-	-	730,000	330,000	0.2	-	400,000	400,000	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0.2	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	2	300,000	1,000,000	1,000,000	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	-	-	2,120,000	-	-	2,120,000	300,000	0.2	-	1,820,000	-	-	-	1,820,000	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0.2	-	4,890,000	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	300,000	-	-	-	-	-	350,000	-	1.2	50,000	300,000	300,000	-	-	-	-	-
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	-	300,000	-	-	-	-	350,000	-	1.2	50,000	300,000	-	300,000	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	560,000	-	-	-	-	-	560,000	60,000	2	-	500,000	500,000	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	-	560,000	-	-	-	-	560,000	60,000	2	-	500,000	-	500,000	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	120,000	-	-	-	-	-	120,000
Trailwood Terrace 12-Inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0.2	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	-	300,000	300,000	300,000	300,000	-	1,500,000	-	2	300,000	1,200,000	-	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0.2	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0.2	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0.2	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0.2	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	0.2	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0.2	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0.2	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0.2	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6) **	975,000	250,000	-	-	-	-	-	1,225,000	975,000	2	-	250,000	250,000	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	-	650,000	-	-	-	-	-	650,000	-	2	-	650,000	650,000	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	-	-	870,000	-	-	-	-	870,000	220,000	2	-	650,000	650,000	-	-	-	-	-

SUBTOTAL - OLD	\$ 12,873,405	\$ 7,595,000	\$ 13,705,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,484,405	\$ 18,470,905		\$ 6,305,000	\$ -	\$ 59,708,500	\$ 6,230,000	\$ 9,840,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500
SUBTOTAL - NEW	\$ 12,873,405	\$ 6,805,000	\$ 14,835,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,824,405	\$ 18,810,905		\$ 6,305,000	\$ -	\$ 59,708,500	\$ 5,160,000	\$ 10,910,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500

Other Sources

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

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STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	92,000	-	-	-	-	-	92,000	92,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 621 Somerset	-	-	150,000	-	-	-	-	150,000	150,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	20,000	-	-	-	-	-	20,000	20,000	1,2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-		-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-		-		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-		-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	20,000	-		-	-	-	-	20,000	20,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	32,500	-	-	-	-	-	-	32,500	32,500	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	150,000	150,000	200,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	100,000	150,000	150,000	-	400,000	400,000	2	-		-		-	-	-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-		-	100,000	100,000	2	-		-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 207,000	\$ 250,000	\$ 100,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 2,187,000	\$ 2,187,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

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

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Collector Phase II (Lexington to Gerault)	-	350,000	1,500,000	-	-	-	-	1,850,000	350,000	0.2	-	-	1,500,000	-	1,500,000	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	50,000	-	-	-	-	-	130,000	130,000	2	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	250,000	-	250,000	-	-	-	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	2,400,000	-	-	-	2,400,000	400,000	0.2,3,5	-	-	2,000,000	-	-	2,000,000	-	-	-
Lift Station Improvements and Decommissioning	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	1,400,000	1,400,000	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	330,000	-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	905,000	-	-	-	-	905,000	-	0.2	-	-	905,000	-	905,000	-	-	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	3,150,000	-	-	-	3,150,000	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	2,500,000
Riverwalk Collector (Morriess Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	200,000	-	-	-	-	-	200,000
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	1,000,000	-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.2,3,5	-	-	2,370,000	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	380,000	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	300,000	-	-	-	-	-	300,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	550,000	1,550,000	-	-	-	-	2,510,000	410,000	0.2	-	-	2,100,000	550,000	1,550,000	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	2,750,000	350,000	2,400,000	-	-	-	-
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	75,000	-	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	800,000	6,000,000	-	-	-	-	6,800,000	-	2	-	-	6,800,000	800,000	6,000,000	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	13,000,000	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	1,000,000	-	-	-	-	-	1,000,000
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	305,000	-	-	305,000	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	720,000	-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	410,000	-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	780,000	-	-	-	-	-	780,000
Woodbine Street Sewer Line	-	800,000	-	-	-	-	-	800,000	200,000	2	-	-	600,000	600,000	-	-	-	-	-
SUBTOTAL - OLD	\$ 19,145,785	\$ 4,615,000	\$ 13,335,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 69,170,785	\$ 8,360,785		\$ 14,810,000	\$ -	\$ 46,000,000	\$ 3,950,000	\$ 12,855,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000
SUBTOTAL - NEW	\$ 19,145,785	\$ 4,665,000	\$ 13,335,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 69,220,785	\$ 8,410,785		\$ 14,810,000	\$ -	\$ 46,000,000	\$ 3,950,000	\$ 12,855,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000
		50,000						50,000											
GRAND TOTAL UTILITY FUND - OLD	\$ 32,699,190	\$ 12,417,000	\$ 27,290,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 155,842,190	\$ 29,018,690		\$ 21,115,000	\$ -	\$ 105,708,500	\$ 10,180,000	\$ 22,695,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500
GRAND TOTAL UTILITY FUND - NEW	\$ 32,699,190	\$ 11,677,000	\$ 28,420,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 156,232,190	\$ 29,408,690		\$ 21,115,000	\$ -	\$ 105,708,500	\$ 9,110,000	\$ 23,765,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500
** Project Includes ADA Improvements		(740,000)						390,000						(1,070,000)					

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
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STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026						2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000	-	1,085,000	170,000	465,000	150,000	150,000	150,000
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	-	600,000	-	-	-	-	-	600,000	600,000	0	-	-	-	-	-	-	-	-
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000	-	2,5	-	-	300,000	-	300,000	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000	-	-	-	-	-	-	-
FM 407 (TxDot)	177,889	-	-	-	-	-	-	177,889	177,889	1,2	-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	400,000	-	-	400,000	200,000	0,2	-	-	200,000	-	-	200,000	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	120,000	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-	-	2,682,000	-	-	-	-	2,682,000
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	1,400,000	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-	-	40,000	-	-	40,000	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	6,500,000
McKamy Creek Turn Lane at Flower Mound Rd **	350,000	-	-	-	-	-	-	350,000	-	0,2	350,000	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	399,844	-	-	-	4,851,480	-	-	5,251,324	5,251,324	0,5	-	-	-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-	-	-	-	-	-	-	-
Rippy Road (Waketon to Pecan Meadows)**	-	-	800,000	-	1,315,000	-	-	2,115,000	2,115,000	2,7	-	-	-	-	-	-	-	-
Roadway Amenities	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000	-	450,000	90,000	90,000	90,000	90,000	90,000
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000	-	-	-	-	-	-	-
Sidewalk Links **	661,000	150,000	-	-	-	-	-	811,000	811,000	2,4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-	-	880,000	-	880,000	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000	-	-	-	-	-	-	-
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000	-	200,000	200,000	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-	-	600,000	600,000	-	-	-	-

SUBTOTAL	\$ 17,650,398	\$ 10,134,674	\$ 4,735,000	\$ 7,300,250	\$ 6,926,480	\$ 2,703,000	\$ 21,383,337	\$ 70,833,139	\$ 47,949,875		\$ 6,256,264	\$ -	\$ 16,627,000	\$ 1,710,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000
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*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Canterbury Lane Reconstruction (Churchill to Dover) **	\$ 75,000	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-		-		-	-	-	-	-	
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	3,400,000	-	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	
Forest Vista Reconstruction Phase II (Morriss to Upton Vista) **	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000	8	-		-		-		-	-	-	-	-	
Forest Vista Reconstruction Phase III (Upton Vista to Lake Shore) **	-	-	-	-	-	2,000,000	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	600,000	-	-	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	1,162,000	-	-	-	-	-	1,400,000	1,400,000	8	-		-		-		-	-	-	-	-	
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	-	2,800,000	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	
Morriss Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	
Sheffield Court Reconstruction (Amhears to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	525,000	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	1,400,000	2,200,000	-	-	-	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	765,000	585,000	-	-	-	-	-	1,350,000	1,350,000	8	-		-		-		-	-	-	-	-	
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	95,000	1,205,000	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	
SUBTOTAL	\$ 6,948,000	\$ 3,752,000	\$ 2,000,000	\$ 2,600,000	\$ 3,000,000	\$ 2,000,000	\$ 7,306,000	\$ 27,606,000	\$ 27,606,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE						
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026	
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000	-	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	290,000	70,000	2	220,000	-	-	-	-	-	-	-	-
FM 2499 at College Parkway	230,000	-	-	-	-	-	-	230,000	230,000	0,2,7	-	-	-	-	-	-	-	-	-
FM 2499 at Silveron	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-	-	-	-	-	-	-	-	-
FM 407 at Browning	25,000	-	-	-	-	-	-	25,000	25,000	2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000	-	625,000	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	-	500,000	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	250,000	-	-	-	-	-	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
SUBTOTAL		\$ 1,135,000	\$ 615,000	\$ 125,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,470,000	\$ 2,655,000		\$ 690,000	\$ -	\$ 1,125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-		-		2,235,000	-	-	-	-	-	2,235,000
Fire Station No. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2,4	-		-		980,000	980,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-		-		6,800,000	-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-		-		5,350,000	-	300,000	5,050,000	-	-	-
Land (Old Settlers/Peters Colony and Log Cabin)	-	1,130,000	-	-	-	-	-	1,130,000	30,000	1,2	-		-		1,100,000	1,100,000	-	-	-	-	-
Library Expansion**	-	-	10,900,000	-	-	-	-	10,900,000	10,900,000	2,7	-		-		-	-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-	-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2,4	-		-		1,760,000	1,760,000	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-		-		-	-	-	-	-	-	-
Town Hall **	-	18,800,000	-	-	-	-	-	18,800,000		2,7	-		-		18,800,000	18,800,000		-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2,4	-		-		-	-	-	-	-	-	-
SUBTOTAL	\$ 7,248,000	\$ 23,924,375	\$ 11,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 66,457,375	\$ 29,432,375		\$ -		\$ -		\$ 37,025,000	\$ 22,640,000	\$ 300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000

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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
2016-17 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	1,200,000	-	-	-	-	-	1,200,000	1,200,000	8	-		-		-		-	-	-	-	-	
2018-19 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-	
2019-20 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	600,000	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	
2020-21 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	600,000	-	600,000	600,000	8	-		-		-		-	-	-	-	-	
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-	-	
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-	
Bluebonnet Trail Connections **	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-	
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	
Coumunity Activity Center Improvements	-	257,000	-	-	-	-	-	257,000	-	2	-		-		257,000		257,000	-	-	-	-	
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-		-		-		-	-	-	-	-	
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-	
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-		-		-		-	-	-	-	-	
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-		-		-		-	-	-	-	-	
Heritage Park of Flower Mound Phase II	2,590,000	-	-	-	-	-	-	2,590,000	2,590,000	8,6	-		-		-		-	-	-	-	-	
Heritage Park of Flower Mound Phase III	200,000	1,981,000	-	-	-	-	-	2,181,000	2,181,000	8	-		-		-		-	-	-	-	-	
Heritage Park of Flower Mound Phase IV	-	200,000	2,200,000	-	-	-	-	2,400,000	2,400,000	8	-		-		-		-	-	-	-	-	
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	
Individual Park Improvements	1,110,000	50,000	-	-	-	-	-	1,160,000	1,160,000	8	-		-		-		-	-	-	-	-	
Log Cabin Property Purchase	454,098	-	-	-	-	-	-	454,098	454,098	2	-		-		-		-	-	-	-	-	
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000	-	660,000	660,000	2,6,8	-		-		-		-	-	-	-	-	
Park and Trails Master Plan	200,000	-	-	-	-	-	-	200,000	200,000	2,6	-		-		-		-	-	-	-	-	
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2,6	-		-		-		-	-	-	-	-	
Pink Evening Primrose Trail Connections	-	-	-	600,000	-	-	-	600,000	600,000	2,6	-		-		-		-	-	-	-	-	
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-		-		-		-	-	-	-	-	
Rheudasil Park Amenities	200,000	-	-	200,000	1,600,000	-	-	2,000,000	2,000,000	2,8	-		-		-		-	-	-	-	-	
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	3,300,000	-	-	-	-	-	-	3,300,000	1,250,000	8	2,050,000		-		-		-	-	-	-	-	
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-		-		-		-	-	-	-	-	
Twin Coves Park - Improvements	3,800,000	177,736	-	-	-	-	-	3,977,736	877,736	2,8	3,100,000		-		-		-	-	-	-	-	
White Lazy Daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-		-		-		-	-	-	-	-	
SUBTOTAL		\$ 13,609,098	\$ 3,915,736	\$ 2,250,000	\$ 2,250,000	\$ 4,250,000	\$ 1,650,000	\$ 7,200,000	\$ 35,124,834	\$ 29,717,834		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL GENERAL FUND		\$ 46,590,496	\$ 42,341,785	\$ 20,310,000	\$ 17,840,250	\$ 20,801,480	\$ 6,478,000	\$ 50,129,337	\$ 204,491,348	\$ 137,361,084	\$ -	\$ 12,096,264	\$ -	\$ 55,034,000	\$ -	\$ 24,732,000	\$ 3,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000	

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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0,2	50,000	-	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	-	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0,2	1,050,000	-	1,210,000	650,000	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0,3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0,5	-	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0,2	-	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	0,2	-	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0,2	-	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0,2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0,2,7	-	-	600,000	-	600,000	-	-	-	-
FM 2499 12-Inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0,2,5	740,000	-	-	-	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	550,000	-	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0,2	-	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement Phase I	-	350,000	2,750,000	-	-	-	-	3,100,000	-	2	-	-	3,100,000	350,000	2,750,000	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	2	-	-	2,600,000	-	2,600,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0,2	50,000	-	2,310,000	-	-	-	-	-	2,310,000
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0,2	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	1,270,000	-	-	-	-	1,305,000	305,000	0,2	-	-	1,000,000	-	1,000,000	-	-	-	-
Kirkpatrick Lane 12-inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	50,000	320,000	-	-	-	-	370,000	370,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0,2	-	-	880,000	-	-	-	-	-	880,000
Lakeside Business District - Water Reuse Master Plan	-	120,000	-	-	-	-	-	120,000	120,000	0,2	-	-	-	-	-	-	-	-	-
Long Prairie 12-Inch Water Line	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0,2,5	855,000	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0,2	-	-	3,000,000	-	-	-	-	-	3,000,000
Morriess Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0,2	-	-	6,770,000	-	-	-	-	-	6,770,000
Morriess Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0,2	-	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2,5	300,000	-	-	-	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	330,000	-	1,770,000	-	-	-	-	2,100,000	330,000	0,2,5	-	-	1,770,000	-	1,770,000	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0,2	-	-	260,000	-	-	-	-	-	260,000
Rippy Road Water line Improvements (FM 2499-Waketon)	-	730,000	-	-	-	-	-	730,000	330,000	0,2	-	-	400,000	400,000	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0,2	-	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	2	300,000	-	1,000,000	1,000,000	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	-	-	2,120,000	-	-	2,120,000	300,000	0,2	-	-	1,820,000	-	-	-	1,820,000	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0,2	-	-	4,890,000	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	-	300,000	-	-	-	-	350,000	-	1,2	50,000	-	300,000	-	300,000	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	-	560,000	-	-	-	-	560,000	60,000	2	-	-	500,000	-	500,000	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	-	120,000
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0,2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	-	300,000	300,000	300,000	300,000	-	1,500,000	-	2	300,000	-	1,200,000	-	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0,2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0,2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0,2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0,2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	0,2	-	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0,2	-	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0,2	-	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0,2	-	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6) **	975,000	250,000	-	-	-	-	-	1,225,000	975,000	2	-	-	250,000	250,000	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	-	870,000	-	-	-	-	-	870,000	220,000	2	-	-	650,000	650,000	-	-	-	-	-

SUBTOTAL	\$ 12,873,405	\$ 6,805,000	\$ 14,835,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,824,405	\$ 18,810,905		\$ 6,305,000	\$ -	\$ 59,708,500	\$ 5,160,000	\$ 10,910,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500
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- Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 5
06/19/2017

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	92,000	-	-	-	-	-	92,000	92,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 621 Somerset	-	-	150,000	-	-	-	-	150,000	150,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	20,000	-	-	-	-	-	20,000	20,000	1,2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-		-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-		-		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-		-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	20,000	-		-	-	-	-	20,000	20,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	32,500	-	-	-	-	-	-	32,500	32,500	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	150,000	150,000	200,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	100,000	150,000	150,000	-	400,000	400,000	2	-		-		-		-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-		-	100,000	100,000	2	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 207,000	\$ 250,000	\$ 100,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 2,187,000	\$ 2,187,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Collector Phase II (Lexington to Gerault)	\$ -	\$ 350,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,850,000	\$ 350,000	0.2	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
Canterbury Lane Sewer Line Replacement	80,000	50,000	-	-	-	-	-	130,000	130,000	2	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	250,000	-	250,000	-	-	-	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3.5	1,000,000	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	2,400,000	-	-	-	2,400,000	400,000	0.2,3.5	-	-	2,000,000	-	-	2,000,000	-	-	-
Lift Station Improvements and Decommissioning	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	1,400,000	1,400,000	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	330,000	-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	905,000	-	-	-	-	905,000	-	0.2	-	-	905,000	-	905,000	-	-	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	3,150,000	-	-	-	3,150,000	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	200,000	-	-	-	-	-	200,000
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	1,000,000	-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.2,3.5	-	-	2,370,000	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	380,000	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	300,000	-	-	-	-	-	300,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	550,000	1,550,000	-	-	-	-	2,510,000	410,000	0.2	-	-	2,100,000	550,000	1,550,000	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	2,750,000	350,000	2,400,000	-	-	-	-
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	75,000	-	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	800,000	6,000,000	-	-	-	-	6,800,000	-	2	-	-	6,800,000	800,000	6,000,000	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	13,000,000	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	1,000,000	-	-	-	-	-	1,000,000
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	305,000	-	-	305,000	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	720,000	-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	410,000	-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	780,000	-	-	-	-	-	780,000
Woodbine Street Sewer Line	-	800,000	-	-	-	-	-	800,000	200,000	2	-	-	600,000	600,000	-	-	-	-	-
SUBTOTAL	\$ 19,145,785	\$ 4,665,000	\$ 13,335,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 69,220,785	\$ 8,410,785		\$ 14,810,000	\$ -	\$ 46,000,000	\$ 3,950,000	\$ 12,855,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 11,677,000	\$ 28,420,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 156,232,190	\$ 29,408,690		\$ 21,115,000	\$ -	\$ 105,708,500	\$ 9,110,000	\$ 23,765,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
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7. Tax Increment Reinvestment Zone (TIRZ)
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TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: June 19, 2017

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement with Kleinfelder Inc., for construction testing of materials and methods for Town Hall project, for a not to exceed amount of \$128,132.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: A construction contract with Steele Freeman Inc., to render Construction Manager at Risk (CMR) services to oversee construction of the new Town Hall, was approved on December 19, 2016. The project consists of a 45,734 sq. foot building, with associated site improvements and infrastructure, on approximately 3 acres located at the south east intersection of Cross Timbers Road and Morriss Road adjacent next to the existing Town Hall. The testing for this project is independently managed by the Town and coordinated with the contractor. Kleinfelder Inc. will provide documented results of all construction materials, structural and civil requirements dictated by the design.

BOARD REVIEW/CITIZEN FEEDBACK: The Tax Increment Reinvestment Zone #1 Board (TIRZ #1) met on August 9, 2016 and unanimously approved funds to pay the annual debt service on the issuance of \$10,000,000 for the Town of Flower Mound Town Hall project.

FISCAL IMPACT: \$128,132.00

Proposed Expenditure:	Account Number(s):
\$128,132.00	533-111-62017

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve a Professional Services Agreement with Kleinfelder Inc., for construction testing of materials and methods for the Town Hall project, for a not to exceed amount of \$128,132.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KLEINFLEDER, 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 **KLEINFELDER, INC.**, ("hereinafter referred to as "CONSULTANT") whose address is 7805 Mesquite Bend Drive, Suite 100, Irving, TX 75063

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Flower Mound Town Hall; 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 Flower Mound Town Hall 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 One Hundred Twenty Eight Thousand One Hundred Thirty Two and No/100 Dollars (\$128,132.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided 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, Construction Manager
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:

Vincent J. Elizarde, P.E.
Kleinfelder, Inc.
7805 Mesquite Bend Drive
Irving, TX 75063
972 868-5900 Telephone
972 409-0008 Facsimile

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**

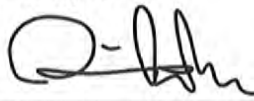
By: _____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
KLEINFELDER, INC.

By: 
Name: David Boes
Title: Vice President
Date Signed: 5/26/2017

State of Texas §

County of Dallas §

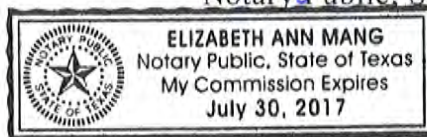
This instrument was acknowledged before me on the 26th day of May, 2017, by David Boes in his capacity as VP/Area Manager of Kleinfelder, a California Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Vice President / Area Manager

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


Notary Public, State of Texas

My Commission Expires:

July 30, 2017





May 23, 2017 **Revised May 26, 2017**
Project No.: LOCALMKT.WEOH

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

Attention: Mr. David Bauer
Construction Manager

**Subject: Construction Materials Engineering & Testing Services Proposal
Proposed Flower Mound Town Hall
SEC of Cross Timbers Road (FM 1171) and Morriss Road
Flower Mound, Texas**

Dear Mr. Bauer:

Kleinfelder is pleased to submit this proposal for construction materials engineering and testing and/or observation (CoMET) services for the **Town of Flower Mound – Town Hall** located in Flower Mound, Texas. The project consists of constructing a new town hall structure with appurtenant pavement, sidewalks, site flatwork, landscape features, and a detention pond.

PROJECT INFORMATION & BACKGROUND

Based on our understanding of the project plans, civil drawings prepared by Carillo Engineering, LLC dated 05/08/17 and architectural / structural drawings prepared by Oxley Williams Tharp Architects, PLLC dated 05/08/17, we understand this project will generally consist of the construction of the following structures and site features:

- 2-Story Town Hall structure, approximately 45,734 square feet.
- Concrete Parking Lot, Fire Lanes, and Site Drives, 228 parking spaces.
- Miscellaneous concrete flatwork and sidewalks.
- Various utility installation for all pertinent services to new development.
- Site water feature and detention pond

SCOPE OF SERVICES

Our construction materials engineering & testing services scope is limited to providing periodic testing and/or observations for the previously mentioned construction activities. We understand that the client or their designated representative will be scheduling our services, and the number of hours and level of effort that we based our proposal on should be considered approximate since it is not based on a published construction schedule. If a schedule becomes available, we can review this schedule against our assumptions and be more definitive in our scoping.

Our scope for this project includes observation, sampling, and field/laboratory testing services for the following items:

- Earthwork
- Foundation installation
- Reinforcing Steel
- Cast-In-Place Concrete
- Structural Masonry
- Structural Steel

In conjunction with and in support of the field and laboratory services noted above our scope also includes:

- Project Administration, Dispatching, and Reporting
- Project Management & Construction Meeting Attendance

Additional details and assumptions for each section above are provided in our “Scope of Services” in Attachment A. Items such as *service cancellations while in transit to the project site or once at the project site, onsite delays and standby time, and failed tests* are not factored into our scope and estimated fees and will be invoiced as additional services.

COMPENSATION AND BASIS OF CHARGES

Included on Attachment B are the unit rates that will be used to invoice this project for *the actual quantity of work performed*. Our services are expected to be typically scheduled on a part-time, as-needed, basis by the client or their designated representative. As such, the number of hours and level of effort necessary to complete our CoMET services for this project will vary depending upon the frequency and duration of our scheduled service calls. At the time this proposal and estimate was prepared, a construction schedule was not available for use in refining our estimate.

Based on the general scope of work indicated above and estimated material quantities, presumed construction procedures, phasing, and schedule, we estimate that the construction materials engineering and testing fees for this project will be approximately **\$ 128,132.00** which includes a contingency of \$15,000.00 (agreed to in our meeting on May 24, 2017). Once the contractor’s project-specific construction schedule and material quantities are prepared and are available we can revise our estimate and total fee to more closely align with the contractor’s proposed schedule. A breakdown of the estimated quantities for our services is also included in Attachment B. Our fees for performing the referenced services are presented in the attached fee schedule. The schedule of fees will be valid through December 31, 2017. An updated fee schedule may take effect thereafter. However, we will not change the unit fees once the project is started.

As noted in Attachment A, of this proposal, “Scope of Services” any time and materials associated with service cancellations, delays, standby time, and failed tests will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor.

The estimated total will not be exceeded without prior approval. The Town of Flower Mound and Kleinfelder may subsequently agree in writing to provide additional services to be rendered under this agreement for additional, negotiated compensation.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and the quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

TERMS OF ENGAGEMENT

As is customary with the Town of Flower Mound, your approval of this proposal will be indicated by your providing us with a Professional Services Agreement that will be signed and notarized by both parties. Any modifications of the attached language must be accepted by both parties, and may result in an increase in scope and compensation. Acceptance of the proposal indicates the client's review and understanding of the scope of services, budget and terms.

CLOSURE

We appreciate the opportunity to provide you with this proposal, and look forward to continuing our work with the Town of Flower Mound on this project. If you have any questions or wish to discuss the contents of this proposal, please contact Vince Elizarde at 214.952.9437 or at VELizarde@Kleinfelder.com. You can also reach us at the office at 972.868.5900.

Sincerely,

KLEINFELDER, INC.

Texas Registered Engineering Firm F-16438



Vincent J. Elizarde, PE
Project Manager / CAM



Joel Peters, PE
Project Manager / ITR

Attachment:

- Attachment A: Scope of Services
- Attachment B: Schedule of Fees & Quantities Estimate

**ATTACHMENT A****TOWN OF FLOWER MOUND
FLOWER MOUND TOWN HALL
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES****SCOPE OF SERVICES**

Our construction materials engineering & testing services scope is limited to providing periodic testing and/or observations for the previously mentioned construction activities. We understand that the client or their designated representative will be scheduling our services, and the number of hours and level of effort that we based our proposal on should be considered approximate since it is not based on a published construction schedule. If a schedule becomes available, we can review this schedule against our assumptions and be more definitive in our scoping.

Unless otherwise noted, we agree to provide an engineering technician(s) or an engineer to perform our construction materials field testing, sampling, and observation services as noted in the following sections. *To most effectively serve the client and facilitate the construction process, our services should be scheduled 24-hours in advance. We understand that the construction process incorporates a large degree of variability and as such, we will do our best to accommodate scheduling calls made on the same day as our services are needed but we cannot guarantee that we can satisfy service requests made after-hours or on the same day as the services are needed to be performed.*

Earthwork

Perform as-scheduled earthwork (soils) observation and testing services including:

- Obtain and perform laboratory moisture/density relations (standard proctor- ASTM D698) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each client-requested soil type.
- Perform in-place moisture/density tests in accordance with the project and client specifications for utility backfill materials and concrete pavement subgrades.
- Perform in-place treated subgrade depth checks and gradations where applicable.

The following assumptions were made for estimating the quantities for our foundation observation services:

- A minimum of two field density tests will be performed for each prepared subgrade area or backfill lift and afterward at a frequency of one test per 100 lineal feet of utility trench work and one test per 5,000 square feet of prepared area.
- A minimum of two treated subgrade depth checks and gradations for each prepared subgrade area and afterward at a frequency of one test per 5,000 square feet of prepared area.

Foundations

Perform continuous foundation installation observation and testing services including:

- Observe the installation of the foundation system for comparison against the project plans and specifications.
- Observe foundation reinforcing steel as-installed, prior to concrete placement (as noted in the following sections).
- Observe, test, and sample placed concrete (as noted in the following sections).

The following assumptions were made for estimating the quantities for our foundation observation services:

- Foundation installation is expected to proceed at a rate of approximately 10 piers per day per drill rig. One pier rig was utilized for this estimate.
- Foundation installation observation is expected to be performed on a full-time, continuous basis.

Reinforcing Steel

Perform as-scheduled observation services on concrete reinforcing steel as follows:

- Perform reinforcing steel observation as installed prior to concrete placement as requested by the client (where not inspected by the client).

The following assumptions were made for estimating the quantities for our concrete reinforcing steel services:

- Reinforcing steel observations will be performed immediately prior to concrete placement and will not require a separate trip to the project site for most concrete placement events.

Cast-In-Place Concrete

Perform as-scheduled, observation, sampling, and testing during concrete placement events including:

- Ambient air and concrete temperature field-measurement
- Entrained air content of concrete field-measurement
- Concrete slump field-measurement
- Cast six inch by twelve inch concrete test cylinders at the rate of 4 cylinders for every 100 cubic yards of concrete or fraction thereof placed per day, or as directed by the Client's representative. Compressive strength of the concrete will be evaluated by testing two cylinders at 7 days and two cylinders at 28 days. There will not be any "hold" cylinders.
- All concrete sample cylinders will be scheduled to be picked up the following work-day and transported to the Kleinfelder laboratory for processing, laboratory moisture curing, and subsequent compressive strength testing. Sample pickup events will be performed in conjunction with other scheduled CoMET services whenever possible.

The following assumptions were made for estimating the quantities for our cast-in-place concrete observation and testing services:

- Concrete placement events will generally consist of magnitudes of 100 cubic yards placed per parking lot pavement event, 100 cubic yards placed per floor slab and deck placement event, 20 cubic yards per grade beam, and generally 20 cubic yards or less for site flat work, footings, sidewalks, and miscellaneous pours.

Structural Masonry

Perform intermittent (periodic) structural masonry observation services during the masonry installation process as well as perform field testing and sampling of the placed masonry materials including:

- Masonry mortar and grout field tests consisting of the measurement of: Ambient air and material temperature, and slump (as applicable).
- Cast mortar cube sample sets as scheduled by the client or their designated representative. A mortar cube sample set will consist of three sample cubes though additional samples can be cast if requested or approved by the client. Mortar cube samples will be tested at 7 days (one sample) and 28 days (two samples).
- Cast grout prism sample sets as scheduled by the client or their designated representative. A grout prism sample set will consist of four sample prisms though additional samples can be cast if requested or approved by the client. Grout prisms will be tested at 7 days (two samples) and 28 days (two samples).
- There will not be any “hold” samples cast with a typical set of masonry samples unless specifically directed otherwise by the client or their designated representative.
- All masonry samples will be picked up the following work-day and transported to the Kleinfelder laboratory for subsequent processing, laboratory moisture curing, and compressive strength testing. Sample pickup events will be performed in conjunction with other scheduled CoMET services wherever possible.

The following assumptions were made for estimating the quantities for our structural masonry observation and testing services:

- Masonry sampling events will be scheduled on a frequency of one sample set per 5,000 square feet of constructed structural masonry wall.

Structural Steel

Perform intermittent (periodic) observation and testing during before, during, and after structural steel erection including:

- Observation of general structural steel erection and assembly.
- Observation of completed welds.
- Non-destructive testing (ultrasonic) of 10% of CIP welds.

The following assumptions were made for estimating the quantities for our structural steel observation and testing services:

- All structural steel observation and testing will be on an intermittent basis as scheduled by the owner or the owner’s representative.
- A minimum of 5 hours per scheduled observation and testing event is expected.

Project Administration, Dispatching, and Reporting

Kleinfelder's office staff, including administrators and supervisory technicians will assist in the management of the project as follows:

- Coordinate field and laboratory services with the client or their designated representative and dispatch our field staff as scheduled.
- Process, finalize, and distribute all field and laboratory test reports.

Project Management & Construction Meeting Attendance

A project manager from our office will manage this project and attend meetings as follows:

- Manage the project operation and services delivery, review and finalize field and laboratory reports, and coordinate with the client and contractor(s) throughout the duration of the project.
- Attend a pre-construction meeting, if requested.
- Attend project meetings as requested for the duration of the project.
- Provide general material engineering consultation.
- Provide a final summary letter at the completion of the project for our observations and test results through our field and laboratory services provided on a part-time, as-needed basis, as scheduled by the client or their designated representative that pertain to the project special inspections program.

Items such as *service cancellations while in transit to the project site or once at the project site, onsite delays and standby time, and failed tests* are not factored into our scope and estimated fees and will be invoiced as additional services.

ADDITIONAL SERVICES

The following services are not included in the *Scope of Services* and will be considered as *Additional Services*, if and when they are required, requested or occur:

- Additional construction material samples for laboratory testing including early test samples or additional sample sets.
- Services cancellation while in transit or at the project site.
- Onsite delays and standby time.
- Failed tests.
- Any other services not specifically included in the above Scope.



ATTACHMENT B

**TOWN OF FLOWER MOUND
FLOWER MOUND TOWN HALL
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES**

SCHEDULE OF FEES & QUANTITIES ESTIMATE

<u>DESCRIPTION OF SERVICES</u>	<u>NOTES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Earthwork					
Field Technician ⁽¹⁾		218	hours	\$ 60.00	\$ 13,080.00
Field Technician - Overtime		0	hours	\$ 90.00	\$ -
(Nuclear) Field Density Test(s) ⁽⁵⁾	ASTM D-6938	125	each	\$ -	\$ -
Treated Subgrade (Lime/Cement): Depth Check		24	each	\$ -	\$ -
Treated Subgrade (Lime/Cement): Gradation ⁽⁵⁾		24	each	\$ -	\$ -
Lab - Sieve Analysis, -#200 Wash	ASTM D-1140	5	each	\$ 70.00	\$ 350.00
Lab - Atterberg Limit Test (PI Test)	ASTM D-4318	5	each	\$ 65.00	\$ 325.00
Lab - Standard Proctor (4" Mold)	ASTM D-698	12	each	\$ 240.00	\$ 2,880.00
Vehicle Charge ⁽³⁾		56	trips	\$ 20.00	\$ 1,120.00
Subtotal:					\$ 17,755.00
Foundations					
Field Technician ⁽¹⁾		272	hours	\$ 60.00	\$ 16,320.00
Field Technician - Overtime		0	hours	\$ 90.00	\$ -
Concrete Cylinders - Compressive Strength	ASTM C-39	104	each	\$ 20.00	\$ 2,080.00
Vehicle Charge ⁽³⁾		30	trips	\$ 20.00	\$ 600.00
Subtotal:					\$ 19,000.00
Reinforcing Steel / Cast-In-Place Concrete					
Field Technician ⁽¹⁾		616	hours	\$ 60.00	\$ 36,960.00
Field Technician - Overtime		0	hours	\$ 90.00	\$ -
Concrete Cylinders - Compressive Strength	ASTM C-39	352	each	\$ 20.00	\$ 7,040.00
2-Inch Diam. Core - Thickness	As Requested		each	\$ 20.00	\$ -
4-Inch Diam. Core - Compressive Strength ⁽⁴⁾	ASTM C-42	As Requested	each	\$ 70.00	\$ -
Concrete Mix Design(s) - Review	As Requested		each	\$ 225.00	\$ -
Vehicle Charge ⁽³⁾		176	trips	\$ 20.00	\$ 3,520.00
Subtotal:					\$ 47,520.00
Structural Masonry					
Field Technician ⁽¹⁾		29	hours	\$ 60.00	\$ 1,740.00
Field Technician - Overtime		0	hours	\$ 90.00	\$ -
Mortar Cubes - Compressive Strength	ASTM C-270	9	each	\$ 15.00	\$ 135.00
Grout Prisms - Compressive Strength	ASTM C-1019	12	each	\$ 25.00	\$ 300.00
Vehicle Charge ⁽³⁾		8	trips	\$ 20.00	\$ 160.00
Subtotal:					\$ 2,335.00
Structural Steel					
Field Technician, Structural Steel		150	hours	\$ 82.00	\$ 12,300.00
Ultrasonic Tests on CIP Welds - Equipment		60	each	\$ 30.00	\$ 1,800.00
Vehicle Charge ⁽³⁾		30	trips	\$ 20.00	\$ 600.00
Subtotal:					\$ 14,700.00

** continued on Page 2 of 2 **



ATTACHMENT B

**TOWN OF FLOWER MOUND
FLOWER MOUND TOWN HALL
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES**

SCHEDULE OF FEES & QUANTITIES ESTIMATE

<u>DESCRIPTION OF SERVICES</u>	<u>NOTES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
<i>** continued from Page 1 of 2 **</i>					
Project Management and Administration (Prof. & Admin. Staff)					
Administration / Clerical		27	hours	\$ 60.00	\$ 1,620.00
Senior Technician / Dispatcher		27	hours	\$ 76.00	\$ 2,052.00
Project Manager		53	hours	\$ 150.00	\$ 7,950.00
Vehicle Charge ⁽³⁾		10	trips	\$ 20.00	\$ 200.00
Subtotal:					\$11,822.00
Contingency					
Total Contingency ⁽⁶⁾		1	each	\$15,000.00	\$15,000.00
Subtotal:					\$15,000.00

TOTAL ESTIMATE ⁽⁷⁾: \$128,132.00

NOTES & ASSUMPTIONS

- 1 A minimum one (1) hour is applied for field and office services at the applicable rate. Time associated with sample pickup and delivery to the Kleinfelder laboratory is factored into this value.
- 2 As itemized above, our total estimated cost of this project is \$128,132. This estimate is based on information available to us and represents our estimate of the time required and number of tests necessary.
- 3 All vehicle charges account for a roundtrip originating at Kleinfelder's Irving, Texas office to the project site.
- 4 All "As Requested" services are not included in the project estimated total and will be invoiced at the rates shown as additional to the contract amount.
- 5 Earthwork field tests rates are included in the field technician hourly rate.
- 6 As agreed to in our discussion on 05/24/17, a contingency of \$15,000 is included with this estimate to be utilized as part of the budget for our construction materials engineering and testing services if needed under any of the service categories noted above.
- 7 *Any time and materials associated with service cancellations, delays, standby time, and failed tests will be invoiced as additional services to be addressed by the Client with the contractor as "Task 2" charges.*



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: June 19, 2017

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0005 – Hillside of Flower Mound) to amend Planned Development District No. 143 (PD-143) by amending the development standard related to maximum lot coverage, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and west of Shiloh Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 12, 2017, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z public hearing, there was some concern about not having a maximum square-footage for accessory structures within the development. As a result, an amendment was added by the Commission as part of their recommendation:

- Moved to recommend approval of ZPD17-0005 – Hillside of Flower Mound with the change that the accessory building is not to exceed the square-footage of the primary residence.

The applicant agreed to the amendment, and it is reflected in the attached ordinance.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

DRAFT MOTION: Move to approve a request for rezoning (ZPD17-0005 – Hillside of Flower Mound) to amend Planned Development District No. 143 (PD-143) by amending the development standard related to maximum lot coverage, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: June 12, 2017

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0005 - Hillside of Flower Mound) to amend Planned Development District No.143 (PD-143) by amending the development standard related to maximum lot coverage. The property is generally located south of Cross Timbers Road and west of Shiloh Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

Planned Development District-143 (PD-143) encompasses approximately 43.20 acres and is being developed with 27 developable single-family lots with a minimum lot size of 30,000 square feet in accordance with the Town's cluster development standards. PD-143 was approved by the Town Council on September 21, 2015. The purpose of this request is to amend the standards associated with maximum lot coverage and maximum total square footage of all accessory structures. Currently, these provisions within this development would require a maximum 40 percent lot coverage and a total of 750 square feet of accessory building area.

This request is to remove the 750 square foot standard for this development. All other development standards will remain the same. The subject standards are detailed below:

Current PD standard:

- A. Development of PD-143 as designated on Exhibit "C," the Concept Plan for Hillside at Flower Mound shall be in compliance with all regulations applicable to Single-Family District-30 (SF-30) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided and/or limited herein.

1. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,800 square feet, subject to Section 98-1025.

2. Maximum lot coverage. The maximum lot coverage shall be 40% for all uses, subject to Section 98-1029.

Section 98-1029 - Maximum lot coverage states:

- (a) Generally. The size of buildings shall comply with the maximum lot coverage standards contained in the district regulations and summarized in the residential and nonresidential dimensional regulations schedules, as may be modified by additional provisions in the district regulations, in this section or elsewhere in this chapter.
- (b) Measurement. Lot coverage refers to the percentage of the lot area covered by the foundation or first floor of the main and all accessory buildings. In all districts permitting residential structures, the main residential building and all accessory buildings shall not cover more than 50 percent of that portion of the lot lying to the rear of a line joining the mid-point on one side lot line with the mid-point of the opposite side lot line.

Section 98-1032 - Accessory buildings states:

- (1) Number; area. Except in A agricultural zoning districts, no more than two accessory buildings may be placed on any residential lot. The combined floor area of all accessory buildings shall not exceed 750 square feet or 25 percent of the floor area of the primary structure, whichever is less, except for SF-E single-family estate zoning districts, in which the combined floor area of all accessory buildings shall not exceed 1,500 square feet. In no case shall the combined area of the primary structure and accessory buildings exceed the maximum percentage of lot coverage allowed for the zoning district in which the structures are located. Accessory dwellings are not subject to these regulations and shall be governed by other provisions of this chapter.

To summarize the applicant's request (Attachment A.2), they are requesting the ability to have accessory structures larger than 750 square feet while maintaining the overall lot coverage of 40%. Although the request does not propose an alternate square-footage or percentage of primary structure, there are other factors that will inherently restrict the size of accessory structures, including size and shape of lot, size of main structure, location of OSSF systems, and the other provisions within Section 98-1032 governing location, setbacks, and height of accessory buildings.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, staff had not received any correspondence regarding this request.

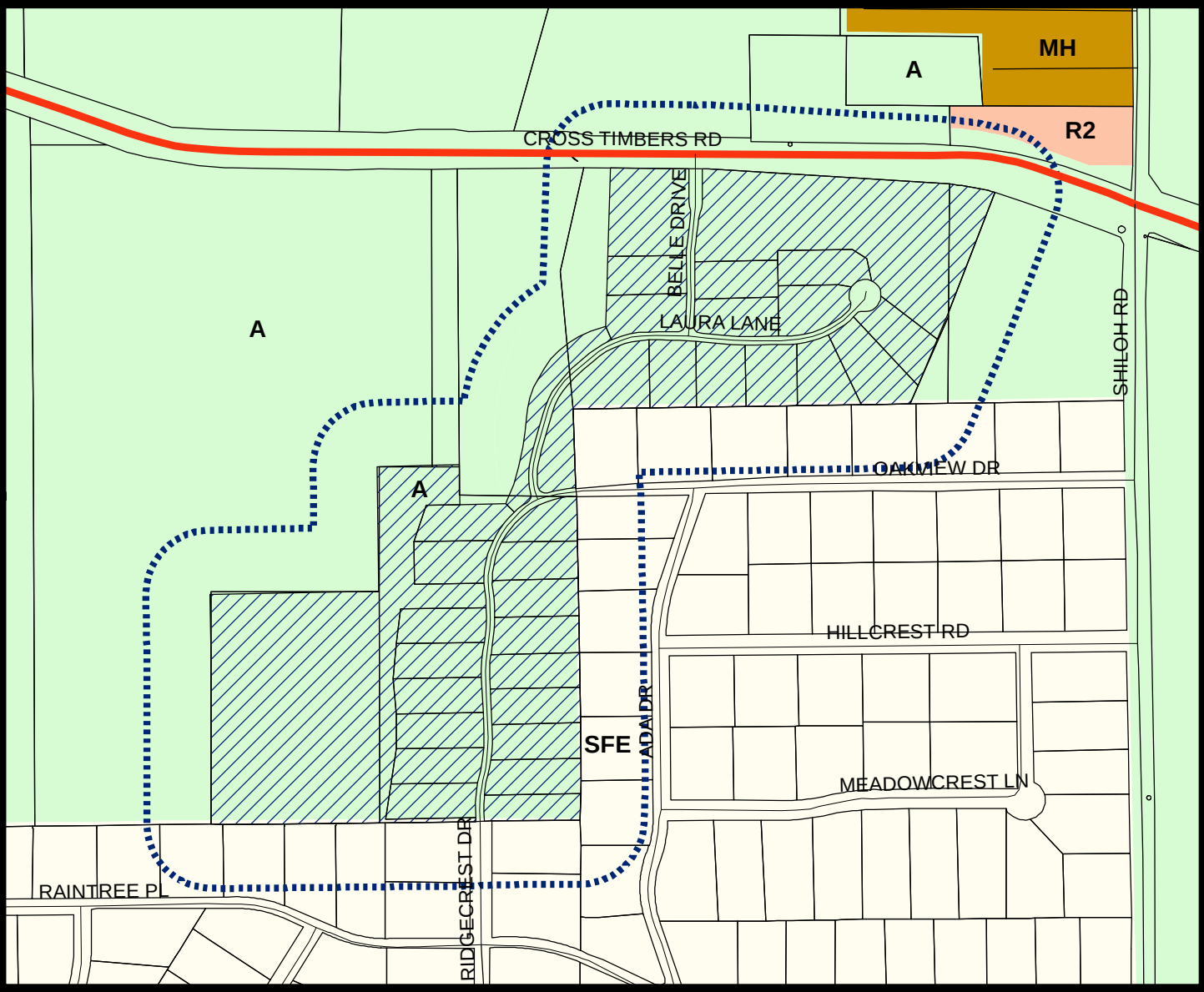
IV. ATTACHMENTS**A. Background Information**

- 1. Vicinity Map
- 2. Letter of Intent
- 3. Approved Record Plat



Vicinity Map

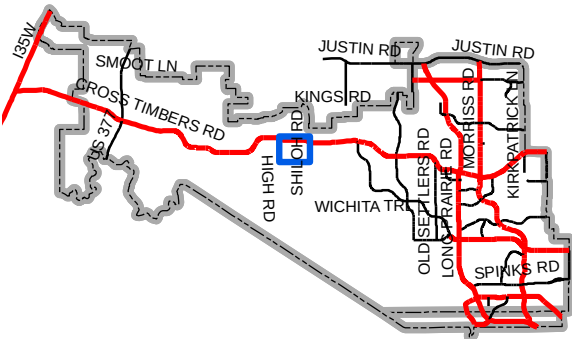
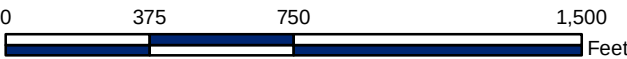
Reference Project: ZPD17-0005



LEGEND

- Agriculture
- Mobile Home
- Retail 2
- Single Family Estate

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

May 08, 2017

Executive Director of Development Services
Planning Division
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Hillside Flower Mound (Community)
PD-143
Flower Mound, Texas

Dear Mr. Powell,

Please accept this as our formal Letter of Intent to describe the text amendment for PD-143.

It was our intent for our maximum lot coverage (40%) to include all accessory structures/buildings and not default to the SF-30 base zoning. In no case shall the combined area of the primary structure and accessory buildings exceed the maximum percentage of lot coverage of 40%.

Please see attached PD-143 text amendment where we are requesting to add all accessory structures/buildings to be included in the 40% lot coverage.

We respectfully request approval of the attached text amendment.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert

DEVELOPMENT STANDARDS

Ordinance No. 56-15

Exhibit “B”

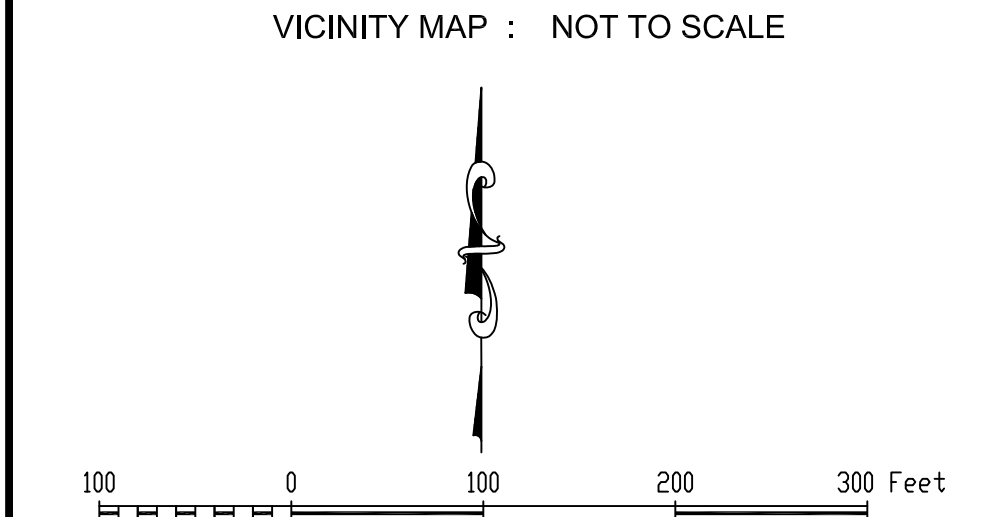
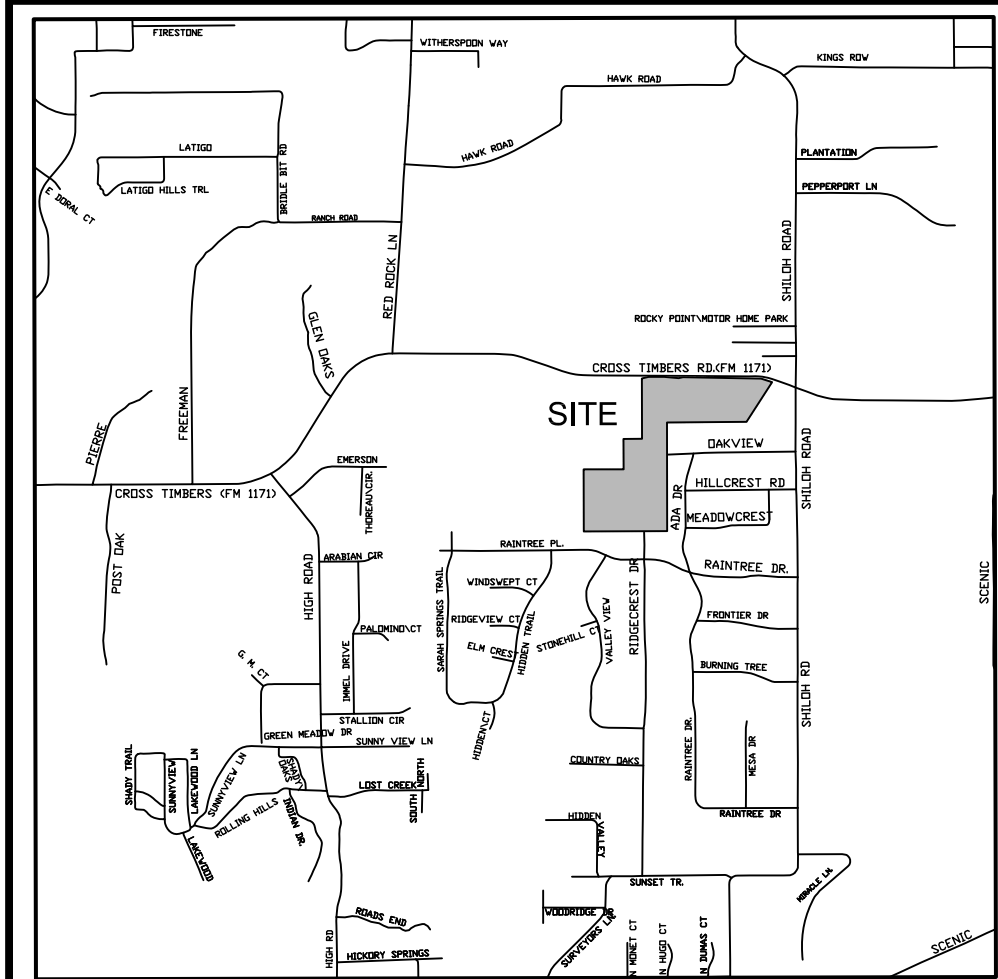
**Planned Development District No. 143 (PD-143) Amendment
Hillside at Flower Mound**

The development on the property comprising approximately 43.20 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-143 shall be in accordance with the Town of Flower Mound Master Plan and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

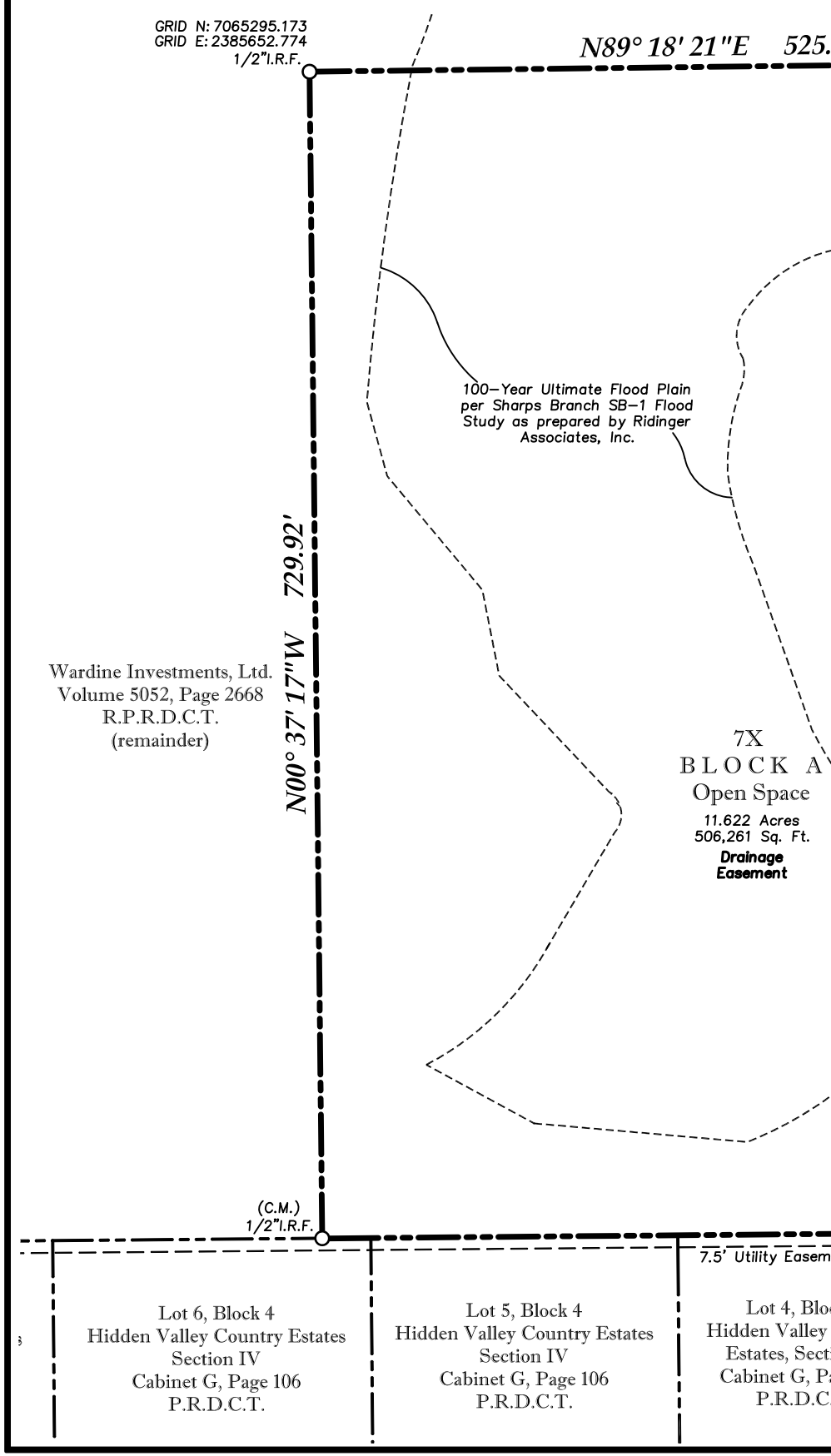
The Base Zoning District shall be SF-30 Single Family Residential District.

Deviation from the Base District and Land Development Regulations are as follows:

1. Maximum lot coverage. The maximum lot coverage shall be 40% for all uses, including all accessory structures/buildings. In no case shall the combined area of the primary structure and accessory buildings exceed the maximum percentage of lot coverage of 40%, subject to Section 98-129.

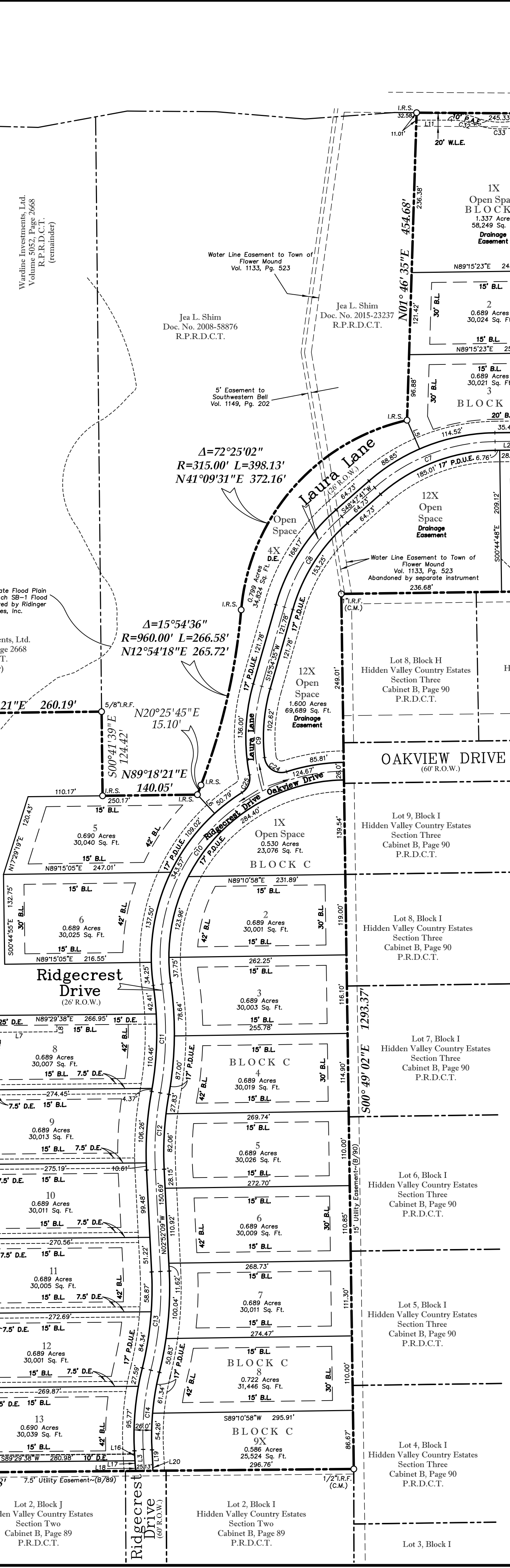


- NOTES**
- It is my opinion that a portion of the property described appears to lie within the 100-year flood zone area according to the Federal Emergency Flood Insurance Rate Map Community-Panel No. 480777 0520 G, present effective date of map April 18, 2011, herein property is situated within Zone A and Zone X (unshaded).
 - All iron rods found are 1/2 inch unless otherwise noted. All iron rods set are 1/2 inch with a yellow cap stamped "Arthur Surveying Company".
 - Bearings shown are based on the west line of Wellington Estates Phase 3, recorded in Cabinet U, Page 716, Plat Records, Denton County, Texas.
 - Selling a portion of this addition by metes and bounds is a violation of town ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - No concentrated drainage shall be directed at downstream lots.
 - Pursuant to the Ordinance No. 36-92 of the Town of Flower Mound, Texas, a mandatory Homeowner's 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 Homeowner'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 areas, 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, shall be considered drainage easements, and shall be dedicated to and maintained by the HOA.
 - Property Owner must submit a grading plan sealed by a Texas registered professional engineer for each individual lot when applying for a building permit.
 - Lot 4X, Block A shall be considered an Access Easement.
 - The 8 foot Town Trail is to be maintained by the HOA.



Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	47.74'	400.00'	6°50'16"	N03°47'39"E 42.71'
C2	55.55'	400.00'	7°57'24"	S01°14'05"W 55.50'
C3	93.32'	1000.00'	9°20'09"	S01°55'47"E 93.29'
C4	286.53'	280.00'	58°37'52"	S59°56'17"E 274.19'
C5	104.09'	1000.00'	9°57'51"	S87°45'52"E 104.05'
C6	104.09'	1000.00'	9°57'51"	N87°45'52"W 104.05'
C7	194.19'	375.00'	40°27'32"	S66°01'27"W 190.18'
C8	160.71'	280.00'	32°53'06"	S12°21'08"W 158.51'
C9	156.82'	375.00'	32°40'25"	S69°25'38"E 154.71'
C10	468.24'	275.00'	97°33'22"	S40°27'44"W 433.69'
C11	161.44'	500.00'	18°29'58"	N08°56'02"E 160.74'
C12	113.91'	500.00'	13°03'10"	N03°39'36"W 113.66'
C13	147.04'	500.00'	10°53'00"	N03°37'21"E 146.51'
C14	118.10'	400.00'	10°55'02"	S05°31'20"W 117.68'
C15	8.14'	25.00'	18°39'47"	N08°57'23"W 8.11'
C16	30.85'	100.00'	17°40'38"	N09°12'50"E 30.73'
C17	22.55'	100.00'	12°55'03"	N06°05'01"E 22.50'
C18	37.84'	200.00'	10°50'22"	S12°37'58"W 37.78'
C19	34.48'	100.00'	10°45'20"	N02°39'53"W 34.31'
C20	39.00'	250.00'	89°23'08"	S40°05'23"E 35.17'
C21	29.21'	25.00'	87°54'07"	N48°31'15"E 34.70'
C22	29.21'	25.00'	60°57'10"	N11°24'55"E 27.58'
C23	23.36'	25.00'	53°32'09"	S69°49'50"W 22.52'
C24	44.20'	25.00'	101°38'06"	S57°10'59"E 38.66'
C25	30.02'	25.00'	68°47'38"	N23°15'03"E 28.25'
C26	8.14'	25.00'	38°39'47"	S89°42'24"W 8.11'
C27	106.43'	149.00'	40°55'30"	N63°27'59"W 104.18'
C28	110.64'	174.00'	47°08'22"	S89°49'28"E 107.52'
C29	149.27'	149.00'	57°24'04"	N46°04'34"W 143.11'
C30	112.34'	134.00'	48°02'04"	S80°05'34"E 109.08'
C31	20.14'	41.00'	28°08'31"	S89°57'39"W 19.94'
C32	35.24'	99.00'	20°23'44"	N79°48'08"W 35.06'
C33	75.98'	109.00'	39°56'21"	S89°34'27"E 74.45'
C34	31.20'	91.00'	19°38'39"	S80°16'42"W 31.05'
C35	47.66'	99.00'	27°35'00"	N76°12'30"W 47.20'
C36	102.94'	107.70'	54°45'46"	S89°47'53"E 99.07'
C37	43.17'	91.00'	27°10'46"	S76°24'37"W 43.76'
C38	39.66'	99.00'	22°57'18"	N78°31'21"W 39.40'
C39	75.29'	107.70'	40°03'02"	S87°04'13"E 73.76'

Line Table		
Line #	Direction	Length
L1	N00°22'31"E	63.06'
L2	S89°15'12"W	35.41'
L3	N03°07'44"W	31.71'
L4	S89°15'56"E	44.00'
L5	S23°11'48"E	46.33'
L6	S47°22'27"E	37.65'
L7	S89°29'38"W	123.47'
L8	S00°30'22"E	10.00'
L9	S47°21'16"W	11.85'
L10	N63°53'43"E	37.57'
L11	S90°00'00"W	51.72'
L12	S89°56'59"E	35.79'
L13	S90°00'00"W	36.60'
L14	S90°00'00"E	78.57'
L15	N75°58'05"W	10.98'
L16	N03°08'00"W	14.09'
L17	N03°08'00"W	7.43'
L18	N06°16'11"W	7.65'
L19	S03°08'00"E	22.12'
L20	S00°01'14"W	8.80'



DRIVEWAY CULVERTS				
LOT #	BLOCK	Q ₁₀₀ (cfs)	SLOPE	SIZE
3	A	1.41	0.70	18
2	A	2.36	0.70	18
2	B	15.10	0.70	24
3	B	17.71	0.70	24
4	B	1.36	0.70	18
5	B	1.70	0.70	18
8	B	0.17	0.70	18
7	B	0.45	0.70	18
6	B	0.99	0.70	18
8	B	0.12	5.73	18
9	B	0.58	5.73	18
10	B	1.03	5.73	18
11	B	1.45	1.91	18
6	A	0.25	6.56	18
5	A	0.58	6.56	18
2	C	2.69	6.56	18
8	A	0.33	1.82	18
6	C	4.30	5.23	18
5	C	7.69	5.23	18
4	C	11.13	2.23	18
3	C	4.26	1.82	18
7	C	2.44	5.62	18
8	C	5.87	5.62	18

LEGEND:
FND. - FOUND
ROW - RIGHT-OF-WAY
CM - CONTROL MONUMENT
ASC - ARTHUR SURVEYING COMPANY
IRF - IRON ROD FOUND
IRS - IRON ROD SET
BL - BUILDING LINE
POUE - PAVING, DRAINAGE & UTILITY EASEMENT
DE - DRAINAGE EASEMENT
WLE - WATER LINE EASEMENT
PAE - PEDESTRIAN ACCESS EASEMENT

State of Texas §
County of Denton §

THIS is to certify that I, Douglas L. Arthur, a Registered Professional Land Surveyor for the State of Texas, have plated the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my supervision.

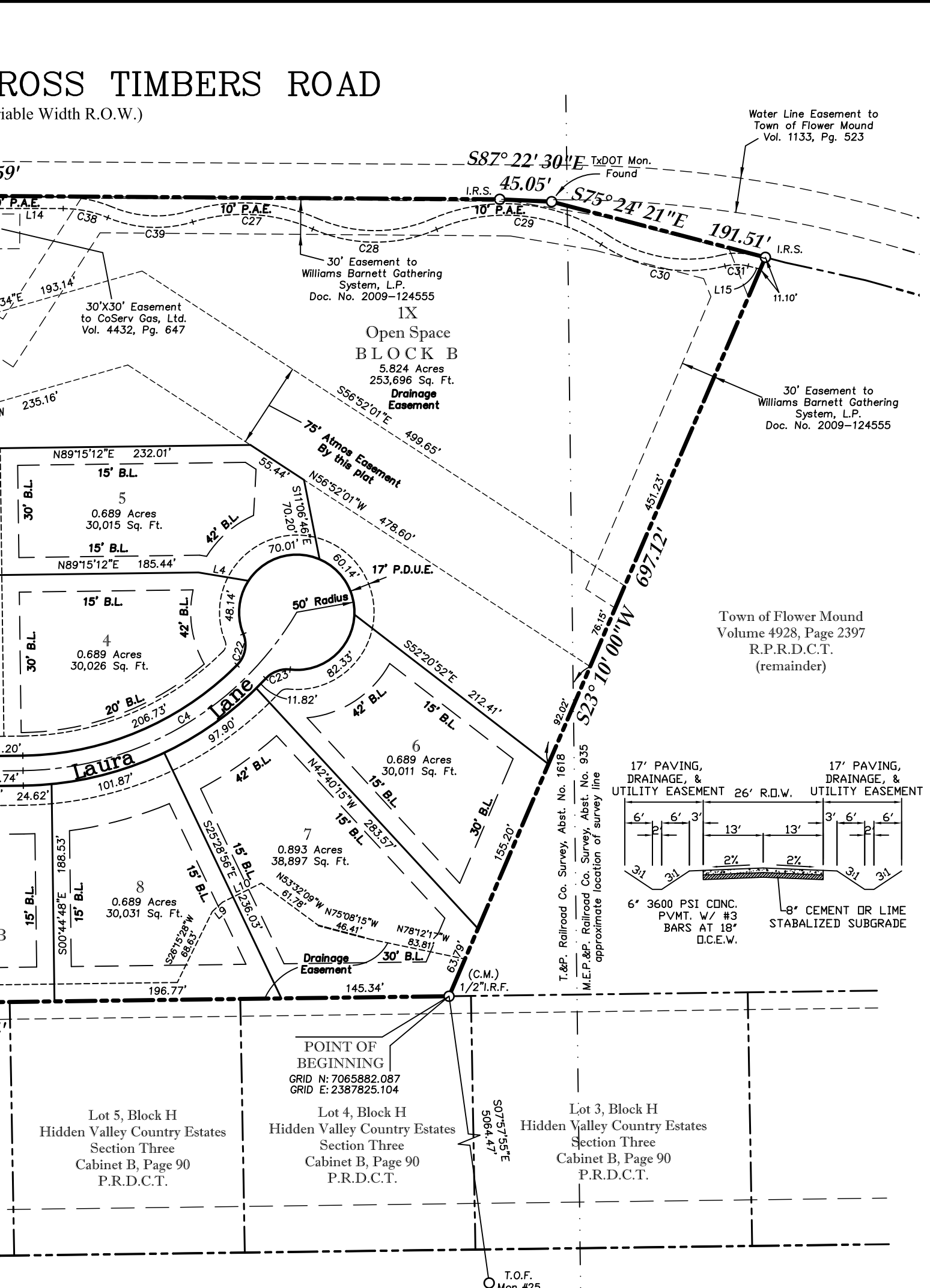
PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 5/27/2016

Douglas L. Arthur, R.P.L.S.
No. 4357

OWNER
TIMOTHY CHOE, ET UX
266 Lyndale Drive
Coppell, TX 75019
Phone: _____
Contact: Timothy Choe

OWNER
PETER PARK
P.O. Box 141179
Irving, TX 75014
Phone: _____
Contact: Peter Park

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9439 ~ Fax (972) 221-4076
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75007 ~ TFRN No. 10063800
Established 1986
www.arthursurveying.com



By: Timothy Choe, Owner

State of Texas §
County of Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Timothy Choe, 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 on the ____ day of _____, 2016.

Notary Public in and for the State of Texas

By: James Choe, Owner

State of Texas §
County of Denton §

BEFORE ME, the undersigned authority, on this day personally appeared James Choe, 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 on the ____ day of _____, 2016.

Notary Public in and for the State of Texas

By: Kyu Bok Kim, Owner

State of Texas §
County of Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Kyu Bok Kim, 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 on the ____ day of _____, 2016.

Notary Public in and for the State of Texas

APPROVED:
TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Claudio Forest, Chairman
Planning and Zoning Commission

Doug Powell, Executive Director of
Development Services

Date: _____, 2016.

SIGNED AND SEALED:
TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9439 ~ Fax (972) 221-4076
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75007 ~ TFRN No. 10063800
Established 1986
www.arthursurveying.com

State of Texas §
County of Denton §

Owner's Certificate and Dedication

WHEREAS TIMOTHY CHOE, JAMES CHOE & KYU BOK KIM and PETER PARK are the owners of all that certain lot, tract or parcel of land situated in the Texas & Pacific Railroad Company Survey, Abstract Number 1618 and the Memphis, El Paso and Pacific Railroad Company Survey, Abstract Number 935, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described by deed to Peter Park, recorded under Document Number 96-R0007867 of the Real Property Records of Denton County, Texas, being that certain tract of land described by deed to Peter Park, recorded under Document Number 2015-23236 of the Real Property Records of Denton County, Texas, being that certain tract of land described by deed to Peter Park, recorded under Document Number 2016-40435 of the Real Property Records of Denton County, Texas, and being that certain tract of land described by deed to Timothy Choe, James Choe and Kyu Bok Kim, recorded under Document Number 2015-82217 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of said Park tract, the southwest corner of that certain tract of land described by deed to the Town of Flower Mound, Denton County, Texas, recorded in Volume 4928, Page 2397 of the Real Property Records of Denton County, Texas, and being in the north line of Lot 4, Block H, Hidden Valley Country Estates, Section Three, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet B, Page 90 of the Plat Records of Denton County, Texas;

THENCE South 89 degrees 15 minutes 12 seconds West, with the north line of said Block H of said Hidden Valley Country Estates, Section Three, a distance of 1037.94 feet to a 1 inch iron rod found for the northwest corner of Lot 8 of said Block H;

THENCE South 00 degrees 49 minutes 02 seconds East, with the west line of said Block H and partially continuing with the west line of said Hidden Valley Country Estates, Section Three, a distance of 1293.37 feet to a 1/2 inch iron rod found for corner in the west line of Lot 4, Block I of said Hidden Valley Country Estates, Section Three and being the northeast corner of Lot 2, Block I, Hidden Valley Country Estates, Section Two, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet B, Page 89 of the Plat Records of Denton County, Texas;

THENCE South 89 degrees 29 minutes 19 seconds West, with the north line of said Hidden Valley Country Estates, Section Two and partially continuing with the north line of Block 4, Hidden Valley Country Estates, Section IV, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet G, Page 106 of the Plat Records of Denton County, Texas, a distance of 1145.38 feet to a 1/2 inch iron rod found for corner in the north line of Lot 6 of said Block 4 and being the southeast corner of that certain tract of land described by deed to Wardin Investments, Ltd., recorded in Volume 5052, Page 2668 of the Real Property Records of Denton County, Texas;

THENCE North 00 degrees 37 minutes 17 seconds West, with the east line of said Wardin tract, a distance of 729.92 feet to a 1/2 inch iron rod found for corner, being an inner corner thereof;

THENCE North 89 degrees 18 minutes 21 seconds East, with the south line of said Wardin tract, a distance of 525.41 feet to a 1/2 inch iron rod found for corner, being an outer corner thereof;

THENCE North 00 degrees 41 minutes 39 seconds West, with the east line of said Wardin tract, a distance of 390.00 feet to a 5/8 inch iron rod found for corner, being an inner corner thereof;

THENCE North 89 degrees 18 minutes 21 seconds East, with the south line of said Wardin tract, a distance of 260.19 feet to a 5/8 inch iron rod found for the easterly southeast corner of said Wardin tract, being in the west line of that certain tract of land described by deed to Jeal L. Shim, recorded under Document Number 2008-58876 of the Real Property Records of Denton County, Texas;

THENCE South 00 degrees 41 minutes 39 seconds East, with the west line of said Shim tract, a distance of 124.42 feet to a 1/2 inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for the southwest corner of said Shim tract;

THENCE North 89 degrees 18 minutes 21 seconds East, with the south line of said Shim tract, a distance of 140.05 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being in the south line of said Shim tract;

THENCE North 20 degrees 25 minutes 45 seconds East, over, through, and across said Shim tract and with the west line of said Park tract, a distance of 15.10 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set, being at the beginning of the curve of the left having a radius of 960.00 feet, a delta angle of 15 degrees 54 minutes 36 seconds, whose chord bears North 12 degrees 54 minutes 18 seconds East, a distance of 265.72 feet;

THENCE continuing over, through and across said Shim tract and with the west line of said Park tract, an arc length of 266.58 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a reverse curve to the right having a radius of 315.00 feet, a delta angle of 25 degrees 25 minutes 02 seconds, whose chord bears North 41 degrees 09 minutes 31 seconds East, a distance of 372.16 feet;

THENCE continuing over, through and across said Shim tract and partially with the west line of said Park tract, an arc length of 398.13 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the southeast corner of that tract of land described by deed to Jeal L. Shim, recorded under Document Number 2015-23237, Real Property Records, Denton County, Texas;

THENCE North 01 degrees 46 minutes 35 seconds East, with the east line of said Shea tract, a distance of 454.68 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the northeast corner of said Shea tract, being in the south line of F.M. 1171, also known as Cross Timbers Road;

THENCE South 89 degrees 37 minutes 29 seconds East, with the south line of said Cross Timbers Road, a distance of 970.59 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 87 degrees 22 minutes 30 seconds East, continuing with the south line of said Cross Timbers Road, a distance of 45.05 feet to a Texas Department of Transportation monument found for corner;

THENCE South 75 degrees 24 minutes 21 seconds East, continuing with the south line of said Cross Timbers Road, a distance of 191.51 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Town of Flower Mound Tract;

THENCE South 23 degrees 10 minutes 00 seconds West, with the west line of said Town of Flower Mound tract, a distance of 697.12 feet to the **POINT OF BEGINNING**, and containing 43.191 acres of land, more or less, and being subject to any and all easements that may affect.

NOW, therefore, know all men by these presents:
THAT TIMOTHY CHOE, JAMES CHOE & KYU BOK KIM and PETER PARK, by and through its duly authorized officers, do hereby adopt this plat designated herein as **Hillside of Flower Mound**, an addition to the Town of Flower Mound, Denton County, Texas. The easements shown hereon are hereby reserved for the purposes as indicated.

The easements shown hereon are hereby reserved for the purposes as indicated. All rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. Lots 1X, 4X and 7X, Block A and Lots 1X and 12X, Block B and Lot 1X and 9X, Block C are hereby dedicated in fee simple to the Home Owners Association for maintenance purposes and common areas. Private Drainage Easements are dedicated to the Home Owners Association for all maintenance purposes. All 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 parcel and for 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 impair 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 planning ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS my hand this the ____ day of _____, 2016

By: Peter Park

State of Texas §
County of Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Peter Park, 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 on the ____ day of _____, 2016.

Notary Public in and for the State of Texas

RECORD PLAT
of
HILLSIDE OF FLOWER MOUND
Lots 1X, 2-3, 4X, 5-6, 7X, 8-13, Block A
Lots 1X, 2-11, 12X, Block B and
Lots 1X, 2-8, 9X, Block C
being 43.191 acres out of the
M.E.P. & P. Railroad Co. Survey, Abst. No. 935
T. & P. Railroad Co. Survey, Abst. No. 1618
Town of Flower Mound, Denton County, Texas
- 2016 -

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 56-15, 64-15 AND 19-16, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 143 (PD-143) ON CERTAIN PROPERTY DESCRIBED AS 43.20 ACRES OF LAND SITUATED IN THE TEXAS & PACIFIC RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 1618, AND MEMPHIS, EL PASO & PACIFIC RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 935, DENTON COUNTY, TEXAS; BY AMENDING EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS," TO AMEND THE STANDARD FOR MAXIMUM LOT COVERAGE IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 43.20 acres of land situated in the Texas & Pacific Railroad Company Survey, Abstract Number 1618, and Memphis, El Paso & Pacific Railroad Company Survey, Abstract Number 935, Denton County, Texas, have filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 56-15, 64-15 and 19-16 for Planned Development District No. 143 (PD-143); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 12, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 19, 2017, with respect to the Zoning Planned Development amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property;

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

ORDINANCE NO. _____

Page 2

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

43.20 acres of land situated in the Texas & Pacific Railroad Company Survey, Abstract Number 1618, and Memphis, El Paso & Pacific Railroad Company Survey, Abstract Number 935, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Exhibit "B," entitled "Development Standards," for Planned Development District No. 143 (PD-143), as amended, is hereby amended in part by the amendment of Paragraph A(2), entitled "Maximum Lot Coverage," to read as follows:

"A.(2) Maximum lot coverage. The maximum lot coverage shall be 40% for all uses, subject to Section 98-1029, with the following modification:

- a) The combined floor area of all accessory buildings shall not exceed the square-footage of the floor area of the primary structure. Further, in no case shall the combined area of the primary structure and accessory buildings exceed the maximum percentage of lot coverage of 40%. All other provisions contained in Section 98-1029, Maximum lot coverage, and Section 98-1032, Accessory buildings, shall apply."

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance Nos. 56-15, 64-15 and 19-16, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4

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

ORDINANCE NO. _____

Page 3**SECTION 5**

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, 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**

Exhibit "A"
Legal Description

BEING all that certain lot, tract or parcel of land situated in the Texas & Pacific Railroad Company Survey, Abstract Number 1618 and the Memphis, El Paso and Pacific Railroad Company Survey, Abstract Number 935, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described by deed to Peter Park, recorded under Document Number 96-R0007867 of the Real Property Records of Denton County, Texas, being that certain tract of land described by deed to Peter Park, recorded under Document Number 2015-23236 of the Real Property Records of Denton County, Texas, being that certain tract of land described by deed to Timothy S. Choe, recorded under Document Number 2011-23155 of the Real Property Records of Denton County, Texas, and being that certain tract of land described by deed to Hanmi Realty, Inc., recorded under Document Number 2011-54874 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the southeast corner of said Park tract, the southwest corner of that certain tract of land described by deed to the Town of Flower Mound, Denton County, Texas, recorded in Volume 4928, Page 2397 of the Real Property Records of Denton County, Texas, and being in the north line of Lot 4, Block H, Hidden Valley Country Estates, Section Three, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet B, Page 90 of the Plat Records of Denton County, Texas;

THENCE South 89 degrees 15 minutes 12 seconds West, with the north line of said Block H of said Hidden Valley Country Estates, Section Three, a distance of 1037.94 feet to a 1 inch iron rod found for the northwest corner of Lot 8 of said Block H;

THENCE South 00 degrees 49 minutes 02 seconds East, with the west line of said Block H and partially continuing with the west line of said Hidden Valley Country Estates, Section Three, a distance of 1293.37 feet to a ½ inch iron rod found for corner in the west line of Lot 4, Block I of said Hidden Valley Country Estates, Section Three and being the northeast corner of Lot 2, Block I, Hidden Valley Country Estates, Section Two, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet B, Page 89 of the Plat Records of Denton County, Texas;

THENCE South 89 degrees 29 minutes 19 seconds West, with the north line of said Hidden Valley Country Estates, Section Two and partially continuing with the north line of Block 4, Hidden Valley Country Estates, Section IV, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet G, Page 106 of the Plat Records of Denton County, Texas, a distance of 1145.38 feet to a ½ inch iron rod found for corner in the north line of Lot 6 of said Block 4 and being the southeast corner of that certain tract of land described by deed to Wardin Investments, Ltd., recorded in Volume 5052, Page 2668 of the Real Property Records of Denton County, Texas;

THENCE North 00 degrees 37 minutes 17 seconds West, with the east line of said Wardin tract, a distance of 729.92 feet to a ½ inch iron rod found for corner, being an inner corner thereof;

THENCE North 89 degrees 18 minutes 21 seconds East, with the south line of said Wardin tract, a distance of 525.41 feet to a ½ inch iron rod found for corner, being an outer corner thereof;

THENCE North 00 degrees 41 minutes 39 seconds West, with the east line of said Wardin tract, a distance of 390.00 feet to a 5/8 inch iron rod found for corner, being an inner corner thereof;

ORDINANCE NO. _____

Page 5

THENCE North 89 degrees 18 minutes 21 seconds East, with the south line of said Wardin tract, a distance of 260.19 feet to a 5/8 inch iron rod found for the easterly southeast corner of said Wardin tract, being in the west line of that certain tract of land described by deed to Jea L. Shim, recorded under Document Number 2008-58876 of the Real Property Records of Denton County, Texas;

THENCE South 00 degrees 41 minutes 39 seconds East, with the west line of said Shim tract, a distance of 124.42 feet to a 1/2 inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for the southwest corner of said Shim tract;

THENCE North 89 degrees 18 minutes 21 seconds East, with the south line of said Shim tract, a distance of 140.05 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being in the south line of said Shim tract;

THENCE North 20 degrees 25 minutes 45 seconds East, over, through and across said Shim tract and with the west line of said Park tract, a distance of 140.05 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set, being at the beginning of a curve to the left having a radius of 960.00 feet, a delta angle of 15 degrees 54 minutes 36 seconds, whose chord bears North 12 degrees 54 minutes 18 seconds East, a distance of 265.72 feet;

THENCE continuing over, through and across said Shim tract and with the west line of said Park tract, an arc length of 266.58 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a reverse curve to the right having a radius of 315.00 feet, a delta angle of 72 degrees 25 minutes 02 seconds, whose chord bears North 41 degrees 09 minutes 31 seconds East, a distance of 372.16 feet;

THENCE continuing over, through and across said Shim tract and partially with the west line of said Park tract, an arc length of 398.13 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 01 degrees 46 minutes 35 seconds East, over, through and across said Park tract, a distance of 454.68 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the south line of F.M. 1171, also known as Cross Timbers Road;

THENCE South 89 degrees 37 minutes 29 seconds East, with the south line of said Cross Timbers Road, a distance of 970.59 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 87 degrees 22 minutes 30 seconds East, continuing with the south line of said Cross Timbers Road, a distance of 45.05 feet to a Texas Department of Transportation monument found for corner;

THENCE South 75 degrees 24 minutes 21 seconds East, continuing with the south line of said Cross Timbers Road, a distance of 191.51 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Town of Flower Mound Tract;

THENCE South 23 degrees 10 minutes 00 seconds West, with the west line of said Town of Flower Mound tract, a distance of 697.12 feet to the **POINT OF BEGINNING**, and containing 43.20 acres of land, more or less, and being subject to any and all easements that may affect.



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: June 19, 2017

FROM: Doug Powell, Executive Director of Development Services

ITEM: **Reconsider an appeal 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. (*This item was previously approved at the May 15, 2017, Town Council meeting.*)**

BACKGROUND INFORMATION: This request was approved by the Town Council on May 15, 2017, by a vote of 5 to 0, with the amendment that the developer initiate written notification seven (7) days prior to the actual pour date to residents within 250' from the property. Subsequent to the meeting, Mayor Pro Tem Don McDaniel made a request in writing that this item be placed on an upcoming Town Council agenda for reconsideration.

Section 2-57(c) of the Town's Code of Ordinances states: "Past agenda items that were the subject of a final vote may be placed on a future agenda to be reconsidered by the council at the written request of a councilmember who voted on the prevailing side. The council's ability to reconsider an item shall be subject to procedures mandated by state law and this Code, which procedures shall prevail in the event of a conflict with this section."

ATTACHMENTS:

1. May 15, 2017, Town Council Agenda Item

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.



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.

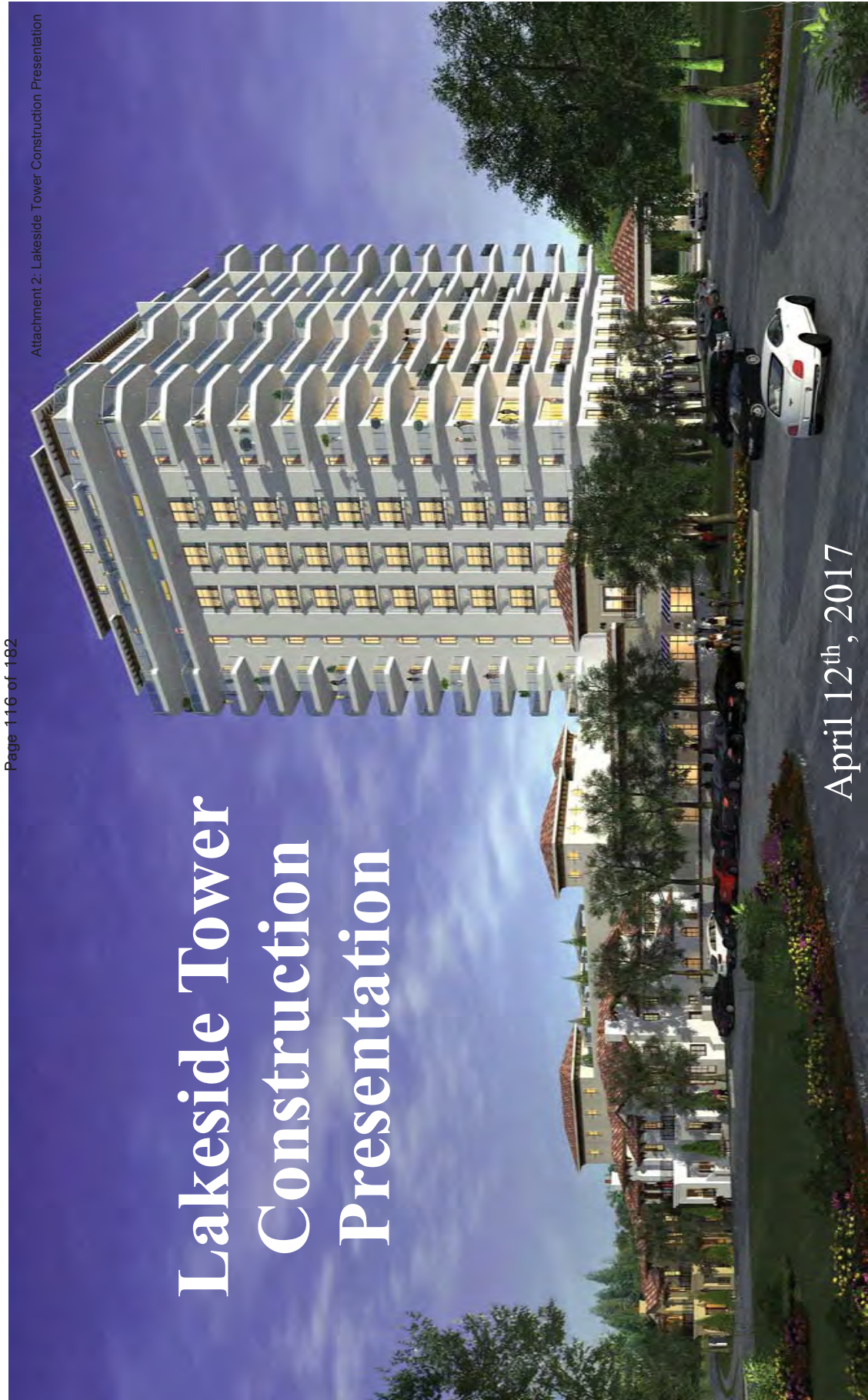
- a) Any applicant who has been denied a permit of variance or any permittee whose permit has been suspended shall have the right to a hearing before the town council.
- b) Requests for a hearing shall be made in writing and received by the director within ten days of the date of the denial or the issuance date of the notice on suspension. The director shall schedule a hearing before the town council within 20 days of receipt of the request.
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 - 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.

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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.



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Attachment 2: Lakeside Tower Construction Presentation

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.*

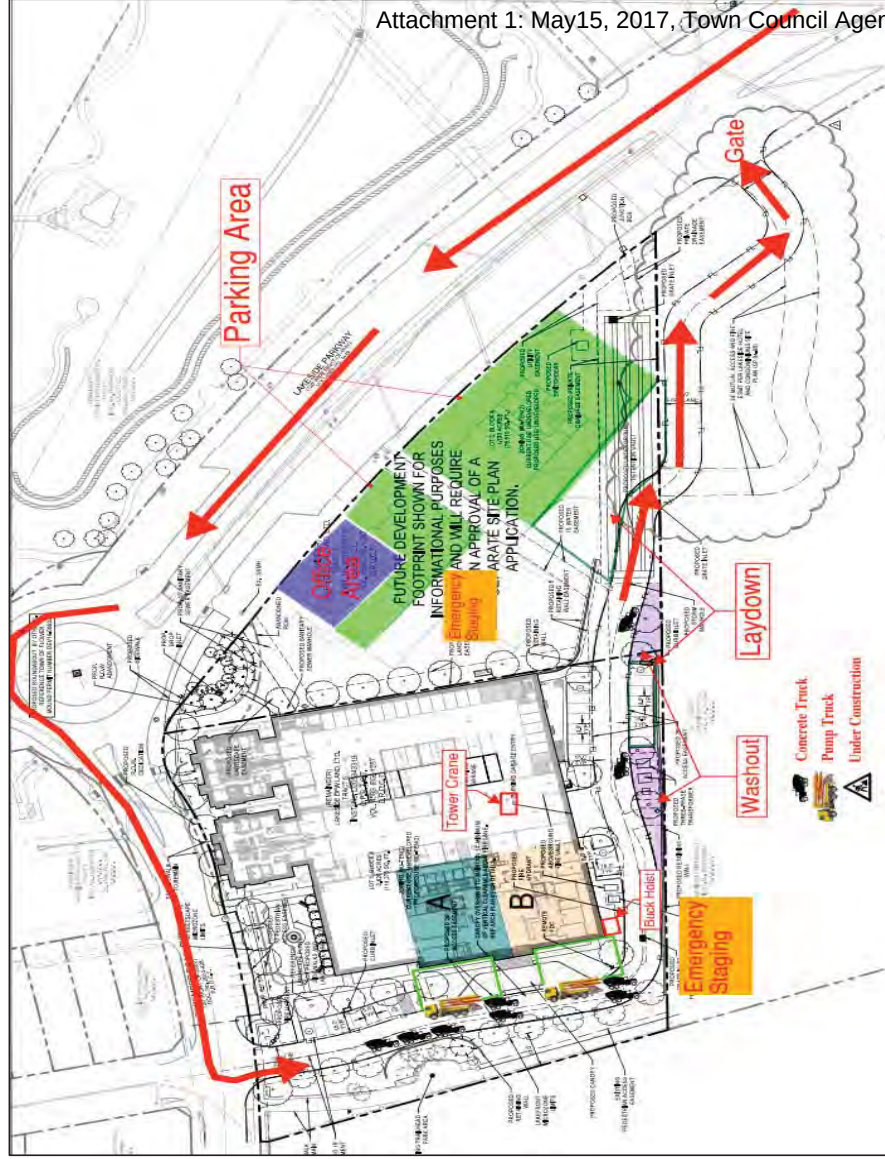
The concrete trucks *should not* “stack” on Edgemere Road and *will line-up on site at all times (see “Concrete Pour Logistics”).*

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

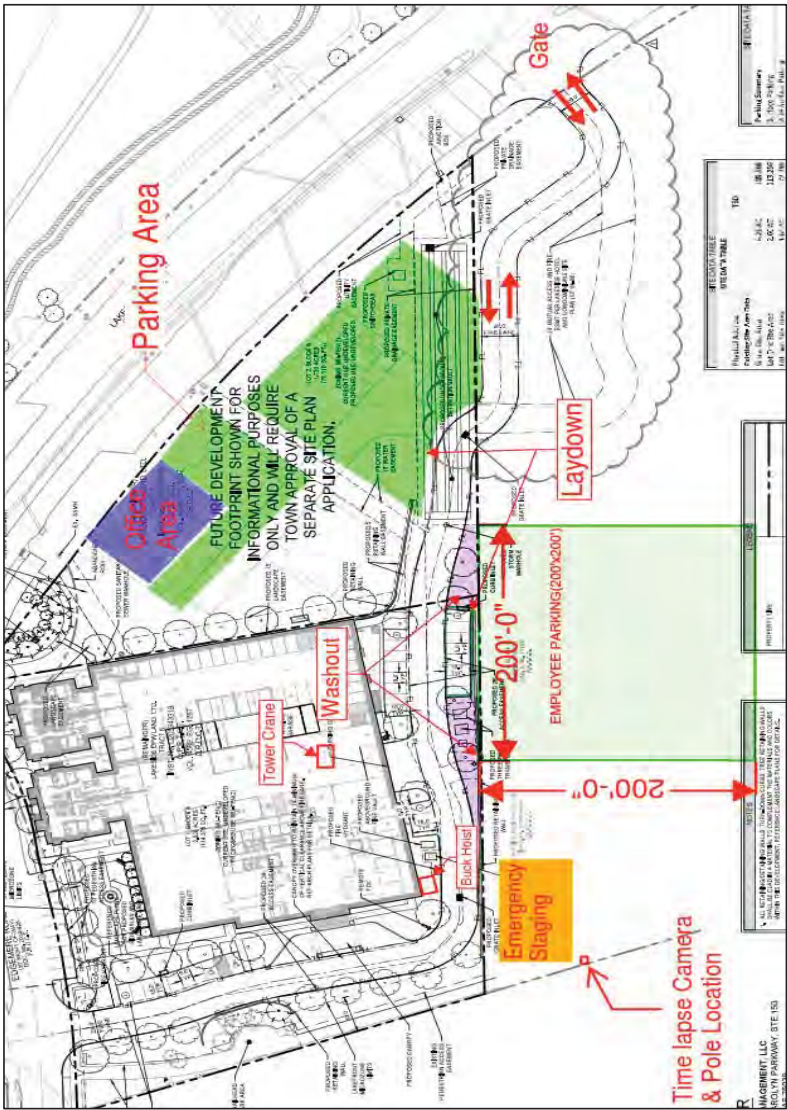
The employee parking is shown on the Exhibit to the right. Each employee will enter from Lakeside Parkway and exit through the same entrance.



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



CAT CLASS CODE 320-4000

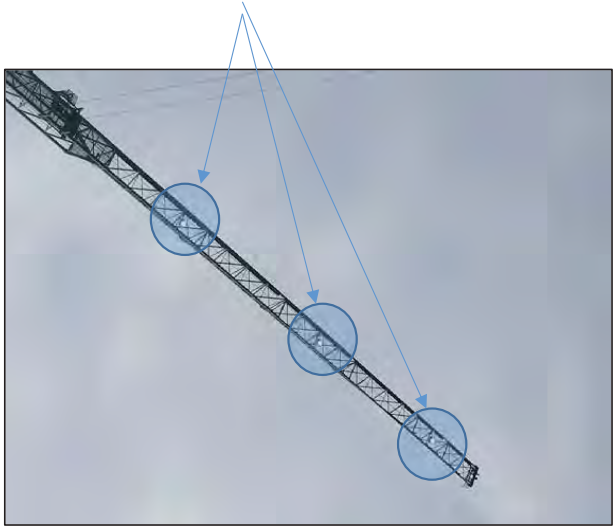
Towable Light Tower

- Tower rotates 360°
- Each unit can light up to 7 acres
- Designed for easy leveling

Quick Overview

Towable Light Towers provide cost-effective floodlighting for nighttime maintenance, construction, mining and emergency work.

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!

Wed love to meet our Village Oaks neighbors

DATE: Monday, March 13, 2017
PLACE: Mto Nonno
The newest restaurant in The Shops at Lakeside at 2650 Lakeside Parkway
TIME: 5:30 pm - 6:30 pm

The Lakeside Tower



Information on the construction of the Lakeside Tower will be available

Lakeside Owners
&
The Lakeside Tower
Builder Team

GET TOGETHER!

Wed love to meet our neighbors

DATE: Monday, March 20, 2017
PLACE: Carvao Brazilian Steakhouse
The Shops at Lakeside at 2001 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. 17

REGULAR ITEM

DATE: June 19, 2017

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Consider a request for an exception to the Town's street design standards to allow the installation of emergency access gates at the southern terminus of Currant Way, and the proposed southern terminus of Kings Lake Drive.

BACKGROUND INFORMATION: Review of this item is separated into four parts, brief history, the proposal, the exception, and considerations.

Brief History:

This item is related to the Creekside Phase 3 development and is a Town initiated request. The Creekside development received zoning approval on August 20, 2012. During the Council meeting, there was discussion about gating the connection between the Bakers Branch subdivision and the proposed Creekside development (Attachment 1).

Construction has begun on Creekside Phase 3, and representatives from Bakers Branch contacted the Town to confirm the installation of a gate. Since no formal request or action was taken to allow it, the Town cannot legally permit it.

Currant Way was stubbed to the south with the intent of connecting to future development. At the time Bakers Branch was approved (1997 – 1999), Bakers Branch and the property to the south were planned as Campus Commercial/Industrial uses. Today, the property south of Bakers Branch is Heritage Park.

Although the minutes show Council intent to allow the connection to be gated, the motion didn't limit the connection to emergency access only. Further, the developer would have needed to request an exception to the Town's street standards in order for the Council to consider such a limitation.

The minutes from the August meeting focus primarily on the use of the connection as an emergency access, since it's expected most of the residents that will live in Creekside Phase 3 will use Garden Ridge as a primary access. The Town still believes the connection is necessary for interconnectivity in accordance with Town code, specifically the underlined section below.

Sec. 90-305. - Street connections.

The system of streets designated for the subdivision, except in unusual cases, must connect with streets already dedicated in adjacent subdivision; and where no adjacent connections are platted, must, in general, be the reasonable projection of streets in the nearest subdivided tracts, and must be continued to the boundaries of the tract subdivided, so that other subdivisions may connect therewith. Reserve strips of land controlling access to or egress from other property or to or from any street or alley, or having the effect of restricting or damaging the adjoining property for subdivision purposes, or that will not be taxable or accessible for special improvements, shall not be permitted in any subdivision, unless such reserve strips are conveyed to the town in fee simple.

Proposal:

Given the circumstances surrounding the gate discussion in 2012, this item is to allow the Council to formally consider a gated connection between the two neighborhoods primarily at the request of the Bakers Branch HOA. The proposal includes two gates, one at the end of Currant Way, and another at the end of Kings Lake Drive.

Exception:

Gating or otherwise limiting access on a public street requires an exception to the Town's street design standards. Section 90-301(a) below allows the Council to grant exceptions to design standards.

Sec. 90-301. - Exceptions to street standards.

- a) The town council may grant an exception to the street design standards as contained in this division, provided that the council finds and determines that such standards work a hardship on the basis of utility relocation costs, right-of-way acquisition costs, and other related factors.

However, the Council must make a determination that keeping the connection open creates a hardship on the developer of Creekside. There are three factors to consider:

1. utility relocation costs,
2. right-of-way acquisition costs, and
3. other related factors

Factors 1 and 2 are not present in this circumstance. The Council must find what "other related factors" present a hardship.

As detailed above, Section 90-305 requires "The system of streets designated for the subdivision except in unusual cases, must connect with streets already dedicated in adjacent subdivision". The only known factor that could be considered unusual is that the Creekside development does not adjoin the connection to Currant Way, and the intervening land between the neighborhoods is a Town park.

Considerations:

Staff believes an open connection is in the Town's best interest, as it's not common practice to gate public streets outside of a gated private subdivision. The only known gated street in Town, not associated with a gated community, is on Forest Hill Drive (figure 1 below).

Further, although the condition for Currant Way does not change, streets typically end in a cul-de-sac or alternative street design to allow traffic to turn around. There is a chance that travelers using GPS navigation will be directed down these streets only to find the gate and be forced to use residential driveways to turn back. Some of that may be mitigated if the driver notices the gate prior to passing the closest intersection.

If approved, these gates will be used by emergency services, and during special events to allow residents of Bakers Branch ingress/egress when traffic is blocked along Gerault Road. If Council approves the exception, staff recommends that "no outlet" signage be installed at appropriate locations to alert the public.

Similar discussions occurred with the consideration of the Whisper Creek development in 2008. Many of the existing residents in Foxborough Hollow wanted the developer to gate Foxborough Trail. The gate request was denied by the Council. Similar discussion also occurred with the Hillside

development where gates were not allowed, nor were they formally requested. Approval of this item, may spur similar requests from other neighborhoods.



Figure 1: Forest Hill Drive Gate

Finally, another board member of Bakers Branch reached out to the Town regarding safety concerns at Big Canyon and Gerault. Maintaining an open connection would provide another means of ingress/egress for Bakers Branch residents to Garden Ridge.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Council may approve, deny, or modify the request. Another option is once Creekside is built-out; the residents of either neighborhood may enter the Town's Neighborhood Traffic Management Program in order to address traffic volume and speeds within and between the two neighborhoods. This approach would allow any concerns to be studied and appropriate measures to be considered and implemented (Attachment 7).

FISCAL IMPACT: There is limited fiscal impact. The developer for Creekside, Toll Dallas TX LLC, is constructing both gates. The HOA for Creekside Phase 3 will be responsible for maintenance of the gate at the end of Kings Lake Drive. The Town will maintain the gate at the end of Currant Way.

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

ATTACHMENTS:

1. Excerpt from the August 20, 2012 Town Council Meeting Minutes
2. Bakers Branch Plat
3. Creekside Development Plan
4. Creekside Phase 3 Plat
5. Gate Plans
6. Correspondence from the Bakers Branch HOA
7. Neighborhood Traffic Management Program

DRAFT MOTIONS:

Move to approve a request for an exception to the Town's street design standards to allow the installation of emergency access gates at the southern terminus of Currant Way, and the proposed southern terminus of Kings Lake Drive, and authorize the Town Manager to enter into a letter agreement with Toll Dallas TX LLC regarding maintenance of said gates.

Or

Move to deny a request for an exception to the Town's street design standards.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 20, 2012 BOOK 40 PAGE 642

Mr. Springer identified next steps for the budget which include a FY 2011-2012 budget amendment on September 4, and on September 17th to adopt the tax rate, consider adoption of the budget, consider adoption of Crime and Fire Districts budgets.

Mayor Pro Tem Stephenson opened the Public Hearing for items 7, 8, and 9 at 7:39 p.m.

Carol Kohankie, 4312 Lauren Way, Flower Mound, TX

Ms. Kohankie spoke against spending any tax dollars on a permanent senior center.

Mayor Pro Tem Stephenson closed the Public Hearing at 7:41 p.m.

The order of Item 10 was switched with Item 11 as follows:

Mayor Pro Tem Stephenson opened items 11 and 10 as follows:

11. **Public Hearing to consider a request for rezoning (Z 01-12 - Parker Tract) from Agricultural District (A) uses to Single-Family District-10 (SF-10) uses, and an exception to Section 98-147, Topographical slope protection, as authorized by Section 98-147(b) of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is located generally along and about Garden Ridge Road and south of Flower Mound Road. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 13, 2012, meeting.*)**

Staff Presentation

Mr. Powell provided a presentation identifying the location of the development, proposed development agreement, land use zoning, and the environmental protection plan. He noted the packet contains significant additional detail. He pointed out a connection opportunity near the Heritage Park that wouldn't impact the activities of the park. He noted relief is being asked for in relation to side yard setbacks for some lots along Flower Mound Road. He noted there is extra buffering around the parallel street and P & Z recommended that exception. He noted the buffer is going to be the same but the setback is a little different than the standards, but it will match up with the Baker's Branch development. He pointed out there is a development agreement that was put in the packet for the zoning, however, it should be with the development plan. The applicant received that document Friday, however, they haven't had an opportunity to review it. He noted there are provisions regarding tree mitigation and planting of additional trees and noted staff is not sure they can plant that many trees on the site because there are already a lot of trees. He noted there is conversation about changing the wording in the agreement to allow flexibility with either payment for irrigation for trees that were in the buffer yard or perhaps planting trees in the Town's Tree Farm to satisfy that requirement. He noted at P & Z there was some discussion from the adjacent property owners and today there were several e-mails.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 20, 2012 BOOK 40 PAGE 643

Councilmember Levenick noted being at the PALS Board meeting when they made their recommendation and they earmarked money for trail development and she indicated not having seen that before and thought the money went into a park dedication fund and questioned how that works.

Mr. Powell indicated it's his understanding the money goes into the parks funds and then has to be used in accordance to that, and there is not a mechanism to specifically earmark those funds. He said the funds, however, have to be used for parks.

Deputy Mayor Pro Tem Wise asked what was the purpose of the road identified on the map.

Mr. Powell responded that when Baker's Branch was platted, the area that is now park land was supposed to be residential and with part of the Town's subdivision regulations the Town requires streets to be stubbed into adjacent properties so there is interconnectivity so vehicles are not forced into the thoroughfare collectors. The street was stubbed for the eventual development as residential. Toll Brothers does need two points of ingress and egress for the number of lots in conjunction with fire department regulations. For this reason this was a natural to try and connect those two.

Deputy Mayor Pro Tem Wise stated there are concerns regarding the additional traffic from the new neighborhood going onto Baker's Branch. He asked if there was an aerial of the route the new residents would take as it appears they would go out to the main road.

Mr. Powell stated he could pull up a better map while the applicant is doing their presentation.

Mayor Pro Tem Stephenson asked Mr. Powell to clarify that where the road is going to be is considered Town right of way and the Town is not giving away park land to build the road, and it's basically right of way the Town has for the purpose of extending the road.

Mr. Powell responded yes, it would be owned by the Town but would have a public street and easement on it.

Mayor Pro Tem Stephenson asked for clarification from Mr. Jefferson in that it's the original land that was purchased for Town right of way, which was purchased for a road and not park land.

Mr. Jefferson responded yes, the issue was whether or not the Town was giving land to the developer, and he clarified that is not the case. He reiterated Mr. Powell's comments related to the origination of the stubbed street.

Mr. Powell noted the development agreement provides the numbers as it relates to the environmental protection area plan. He pointed out the tree areas, slopes, and streams, and noted the parcel has a lot of environmental features. They are impacting slopes, however, most of them are being protected, however, there are some slope areas that are being impacted, and the same applies to the trees. He commented the development agreement goes back to the mitigation. The next 3 items on the agenda have to do with what they are doing to offset that, which

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includes additional parkland (6.09 acres), on site tree mitigation (426 trees), and then the reduction for roadway easements in which they are giving which adds up to \$317,000. He noted the last bullet reflects that they haven't overbuilt the site and the developer estimates they could actually put another 20 lots on the site if they wanted to max out.

Applicant Presentation

Matthew Alexander, Dowdy, Anderson and Associates, Inc., 5225 Village Creek Drive, Suite 200, Plano, TX 75093

Project details: 70.49 acres and 142/10k square foot lots proposed.

Mr. Alexander provided a history of the project noting past meetings, tree survey, flood study, several site and pointed out planned landscape buffering. He noted they believe healthy trees are an asset to the project and take that into account in creating land plans to preserve trees, and the site has 6.1 acres of open area and a trail plan. He pointed out the locations with 12% slope encroachment which equates to two acres being impacted.

Rob Paul, Toll Brothers, Division President for Toll Brothers, 1916 Reserve Ct, Flower Mound, TX

Mr. Paul pointed out the extent in which they communicate with neighboring home owners when proposing this type of development in that they reached out to home owners within 400 feet of the site (outside of the required 200 feet). He noted having invited those homeowners to a meeting they hosted in early 2012. As a result of questions and concerns raised at that meeting they had another meeting a few weeks ago to further address the concerns brought up.

He noted within the development agreement (paragraph number 7) it states they will plant 426 additional 3 inch caliper trees to make up for part of the money that is owed for the mitigation. He stated he doesn't know if that's possible to plant that many trees on this site. He indicated they are not trying to avoid the dollar amount that is called out in the development agreement of \$127,800, however, believes that paragraph needs to have more flexibility in it so it can be achieved. He proposed the following ideas: 1) Garden Ridge has not been through the median beautification project as of yet and they would be happy to have that money spent on plantings throughout the whole median of Garden Ridge in addition to trees and irrigation. 2) another option would be to have some of those trees go to the Town's Tree Farm. He indicated there is a need for flexibility there.

Questions from Governing Body:

Councilmember Levenick asked Mr. Powell if he was able to get the aerial map for the Baker's Branch neighborhood.

Mr. Powell pointed out the area starting from the extension of the roadway.

Councilmember Levenick asked for clarification that the main purpose of the additional road is to provide a secondary access for the fire department.

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Mr. Powell responded yes, that is correct.

Councilmember Dixon asked Mr. Alexander to put up the slide that had a red line outlining the trails. He asked what is the distance from the trail abutment to Summerset Dr.

Mr. Alexander responded it's about 300 feet or more.

Councilmember Dixon then asked for the spacing from the corner lot (pointed out on map) to Spinks.

Mr. Alexander responded somewhere between 1,200 and 1,500 feet.

Councilmember Dixon said more than likely there are some folks in the audience that live in Baker's Branch and they are concerned about the road here (pointed out on map). He pointed out the traffic concerns that they may have. He recalled a past development called Whisper Creek and the developer put in a bridge with an arch culvert. He thinks everyone understands there needs to be two access points due to the safety aspect. He asked instead of this connection right here (noted on map) he had two thoughts: 1) instead of connecting here (noted on map), why couldn't it go from here directly out here – and the question is that if it's 1200 feet it's going to meet the Town's regulations on spacing (least expensive one). 2) The second one is more expensive which would be to take the cul de sac (Kings Lake Drive) and put in a nice drive that crosses the flood plain and put a nice drive over here (noted on map) since it will not be built on (area one). He asked if someone can tell him why we wouldn't consider those as options.

Mr. Alexander responded this connection provides a second point of access to this development. We could have laid this out in a different configuration (demonstrated on map) and the issue would be solved. They don't need Baker's Branch as a second point of access, and it's more about providing a second point of access for Baker's Branch (it doesn't have anything to do with them – they can provide their own).

Councilmember Dixon asked if it's important to the Town to have a connection off of Currant Way because equally I would sit back and say, I can see your logic but the Town approved Big Canyon to be the only ingress and egress to all the streets (named them). Is staff telling Council this is so important to the Town for health, safety, and welfare that we give a secondary access to the backside (or eastern part) of Baker's Branch.

Mr. Powell commented that when Baker's Branch was put in it was stubbed out with the expectation that eventually that street would be a cut through. He noted when it was approved it was a temporary condition and it would be fixed to the south when a development comes and now that day has come and that access can be provided.

Councilmember Dixon commented that makes sense when it was proposed to be residential, however, now it's going to be Heritage Park.

Councilmember Levenick asked Mr. Jefferson if there are currently two access points in Baker's Branch.

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Mr. Jefferson responded yes.

Councilmember Dixon pointed out on the map the two points of egress and ingress within Baker's Branch, noting the access point is diminished to one in the event Big Canyon is inaccessible with only one in at Currant. For that reason he asked is the access for the east or west.

Ms. Marvin responded it's a little of both and the reason why it's that way is because the developer was encouraged to take that connection route given Currant was stubbed out for a future connection into an adjoining neighborhood to meet the connectivity requirement and given the amount of lots there is a requirement of two points of access. She noted this location doesn't interfere with park activity associated with the Phase II future plans at Heritage Park. She commented there is another option that hasn't been put on the table in that since it is primarily for police and fire access there is the option to have gates into the entries of those neighborhoods.

Councilmember Dixon recalled there have been several neighborhoods in Town where this was an issue which resulted in a gate for Fire Department access. He asked Toll Brothers representatives, given the various options for a secondary ingress/egress, if they would prefer this to be off of Garden Ridge.

Mr. Paul responded his first choice is to duplicate something similar to what they did at the Sanctuary as it the least impactful on all parties, which entails widening their entryway using some of that open space and common area directly next to the entryway and divide that, and hopefully that's enough to achieve the two points of entry. He commented their second best choice would be determining a secondary entry point out to Garden Ridge from within the community, and thirdly, connecting the road with a gate, and fourth best connecting the road and leaving it open.

Mayor Pro Tem Stephenson asked for clarification given what is being stated contradicts with what is being presented to Council in that it is the last choice.

Mr. Paul stated if the other things he mentioned are allowed then it's his last choice.

Councilmember Levenick asked Chief Metzger if there were any issues with the Sanctuary divided situation.

Chief Metzger responded it's not allowed by the Fire Code anymore and commented in order to have a secondary access point you have to have at least half the diagonal distance of the entire development.

Councilmember Webb asked Chief Metzger for clarification as to if the other options proposed would be in compliance.

Chief Metzger responded yes, any of the other options proposed would be in compliance with the Fire Code.

Mayor Pro Tem Stephenson asked staff if there were any future plans for the right of way on Garden Ridge where they are asking the Town to give them credit for the road bumping out at their SE Corner on Garden Ridge.

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Response: inaudible

Mayor Pro Tem Stephenson asked how many lots bump up against Baker's Branch.

Councilmember Dixon responded 35.

Mayor Pro Tem Stephenson asked for the developer to identify the location where there is a need to fill in a ravine. She asked Mr. Paul if that was similar to what they did when they built in the Sanctuary.

Mr. Paul indicated he wasn't certain as he had different responsibilities at that time, however, the most similar example is what they just did at The Preserve where it used to be a creek that ran through and the community that got developed before them filled it in, built the lots up, put in a wall, and cut off the creek, resulting in a draw that continues through.

Mayor Pro Tem Stephenson questioned in the event there is an erosion situation in the future, whose responsibility would it be to make the repairs (the Town or within that HOA)?

Ms. Marvin noted the portions of the property dedicated to the Town in the area of the flood plain would be the Town's to maintain (along the creek within those four tracts of land).

Councilmember Webb asked Ms. Marvin, based on her review of the site, and as an engineer, is the Town taking on a heavy financial responsibility in the way of issues for that slope?

Ms. Marvin indicated on the 2nd page of the development plan there is a note that indicates the Town is in the process of a flood study review. The existing conditions were completed and as part of that review the proposed model showed erosive velocities upstream and downstream and according to the Town's standards those would need to be dealt with so the minimal measures feasible to stabilize the slopes would be needed, and prior to going to record plat staff would need to have received the completed submittals and conduct a review on to ensure it meets the Town's criteria.

Mayor Pro Tem Stephenson opened the public hearing at 9:00 p.m.

Stephen Dillard, 1412 Currant Way, Flower Mound, TX

Mr. Dillard expressed concern regarding road and drainage issues.

Raun Greenstreet, 1404 Currant Way, Flower Mound, TX

Mr. Greenstreet expressed concerns related to road access and reinforcement that is needed related to the slope. He noted the additional traffic would be more of a concern than the lack of the additional access.

David Madigan, 1540 Superior Pl, Flower Mound, TX

Mr. Madigan pointed out Prairie Creek as an example of drainage issues that can arise if not addressed.

Kier Johnson, 1301 Paprika, Flower Mound, TX

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Mr. Johnson noted there are thirteen Baker's Branch homeowners in the audience. He stated being opposed to the cut through due to the added traffic. He asked for consideration to alternative access points.

Robert Thomann, 1312 Currant Way, Flower Mound, TX

Mr. Thomann expressed concern regarding the road cut through.

David Robison, 913 Rosemary, Flower Mound, TX

Mr. Robison spoke in opposition of the road connection into Baker's Branch.

Roy Matthew, 1416 Currant Way, Flower Mound, TX

Mr. Matthew spoke in opposition of the road connection into Baker's Branch.

Carter Strey, 1316 Currant Way, Flower Mound, TX

Mr. Strey spoke in opposition of the road connection and expressed concern regarding the run off connection. He stated being in favor of a gate for emergency access.

Mayor Pro Tem Stephenson closed the public hearing at 9:13 p.m.

Council Deliberation:

Councilmember Dixon asked Mr. Paul about the setback distance from FM 3040

Mr. Paul responded he believes it's 25 feet.

Councilmember Dixon asked for clarified that what is being sought is for 25 feet down to 20 feet?

Mr. Alexander stated they are asking for 5 feet for four lots, but they are giving an openness that is greater than anywhere else in the area on FM 3040.

Mr. Powell pointed out the FM 3040 frontage area and noted some areas are reduced by five feet; however, the vast majority will have more of an open feel than any of the other adjacent neighborhoods.

Councilmember Dixon commented that in reviewing the aerial view of Baker's Branch, and the way the developer laid out the area, there are some limitations in the way of access for the residents in the back. He noted it was good to hear Toll Brothers say their first three choices were not to do the connection in which most people were opposed to. He indicated more than likely Council will end up allowing Toll Brothers to use option two or three. He stated being in favor of the setback on the four lots, however, not being in favor of the connection between the developments. He asked Mr. Welch if Council moves forward to approve with the caveat that Toll Brothers would come back to Council with option two or three, how would Council proceed.

Mr. Welch responded if there is an exception needed on the street spacing requirements on the option that would connect to Garden Ridge two exceptions would be needed (the Town would have to notice those). If the decision by Council is to have the lots reconfigured on that southern part west of Garden Ridge and have that roadway connect into Garden Ridge, those exceptions would need to be noticed for the next Council meeting.

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Councilmember Dixon asked Ms. Marvin to explain those two exceptions based on what Toll Brothers stated.

Ms. Marvin responded "if you were to extend this roadway (Haggard Way) straight out and shift these lots around and get rid of this access point, the distance between this drive/roadway access on Garden Ridge would be about 330 feet from where Richwoods to the extension of that roadway, which would be about 330 feet, resulting in a 30 foot exception, and from that same point if you extend Haggard out to Garden Ridge down to the constructed driveway (that's there for one of the main park entrances for the future building for this area) that would be a 30 foot exception one way and an 80 foot exception another way."

Mayor Pro Tem Stephenson commented this information is conflicting because the Town just went through this with Pecan Acres where a gate system was put in, however, that neighborhood was never platted to have a street go through. She commented the Town has standards for a reason and Council needs to think about those exceptions. She indicated not wanting to put the Town in a position in that exceptions will be granted only to cause other problems on Garden Ridge. She commented when Town staff encouraged Toll Brothers to do it this way, they were prepared to explain that.

Mr. Paul noted they have contractual obligations with the site and indicated they would not want to further delay the project. He proposed an alternative option which would be to leave their roadway in the same configuration as it is presently and whenever the Town constructs whatever "this" is, if the decision is made at that time to connect to them they are fine with that. He noted they proceeded a long way down the road with some direction and it will cost them time they don't have to give.

Mayor Pro Tem Stephenson questioned if that option would only leave one way in.

Mr. Paul responded this project is going to have multiple phases. The part we're talking about is the final phase III and there is no way to estimate the timing of that, however, he noted even in a great market they are four - five years away, so the timing of that road connect to Heritage Park could work. They would leave their stub out and that other hard entry into the park could be stubbed into our planned stub out knowing its years away for a future phase.

Mayor Pro Tem Stephenson questioned the impact of tying into Heritage Park given she is unaware of the plans for that portion of Heritage Park.

Mr. Powell demonstrated on a map the plans for Heritage Park which included a building to be at the location where that stub out is. He noted you can get it in without disturbing but you can't tie it in without a median break or without changing the plan that's been approved for the park.

Councilmember Webb commented given the comments and statements made, he believes the decision toward a gate is likely. He asked staff if it's approved tonight with a gate, and in a year or 18 months from now somebody has a better idea than the gate - and it's not built yet because its phase III - can't Toll Brothers

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come back to Council with a better alternative than the stub and gate.

Mr. Powell responded yes, however, the problem is that they need to show the second point of access so an exception would need to be granted.

Mayor Pro Tem Stephenson asked Mr. Paul if he would like to give a preference.

Mr. Paul stated he had questions for staff – who pays for that road that goes on Town park property as he is used to putting in improvements on land they own and then dedicating it to the Town at the end. Is the loop piece of concrete and the gate being paid for by Toll Brothers or the Town?

Ms. Marvin responded it would be granted as a street easement and the developer would construct that connection as part of their development as their second point of access. She noted if it's gated and just a fire lane then it can be constructed up to fire lane standards which would cost a little less for the developer.

Mayor Pro Tem Stephenson asked for clarification as to what the Town did with the Pecan Acres situation and asked which is preferred by the Fire Department regarding access and use.

Ms. Marvin responded that a hard surface barely under the ground was installed with a trail on top of it – so it's a road that's buried and includes removable bollards.

Mayor Pro Tem Stephenson asked if that is an acceptable compromise.

Mr. Paul responded not knowing that situation exactly – we have built some other emergency access situations with things where it is a stronger structure situation and it sounds less visually impactful than a city street coming through the park and less expensive than gates and a situation where some wouldn't attempt to drive over it with a car and if it allows the plan to get approved without re-noticing for new exceptions, I'm all for it.

Ms. Marvin commented that at this point staff would need to work with the developer and look at putting the fire lane in with perhaps the removable bollards to make it less visible that there is a road at that location. The material would need to be something that meets the fire lane standards with some type of visual cover up.

Councilmember Levenick confirmed with Chief Metzger and with the developer that they are acceptable to that solution regarding access.

Deputy Mayor Pro Tem Wise stated being in agreement with that option as it addresses the need for traffic not to come through either neighborhood, as well as provides the second entrance.

Deputy Mayor Pro Tem Wise moved to approve a request for rezoning (Z 01-12 - Parker Tract) from Agricultural District (A) uses to Single-Family District-10 (SF-10) uses, and an exception to Section 98-147, Topographical slope protection, as authorized by Section 98-147(b) of the Code of Ordinances, and adopt an ordinance providing for said amendment. Councilmember Dixon seconded the motion.

VOTE ON THE MOTION**AYES:** Wise, Dixon, Stephenson, Webb, Levenick**NAYS:** None.

10. Consider a request for a Development Plan (DP 01-12 - Parker Tract) to develop a residential subdivision, with an exception to Section 98-1027, Minimum sideyard setback, as authorized by Section 98-1027(e) of the Code of Ordinances, and with an exception to Section 98-1028, Minimum rear yard setback, as authorized by Section 98-1028(f) of the Code of Ordinances. The property is located generally along and about Garden Ridge Road and south of Flower Mound Road. *(The Planning and Zoning Commission recommended approval by a vote of 3 to 2 at its August 13, 2012, meeting.)*

Councilmember Dixon moved to approve a request for a development plan DP 01-12 Parker Tract to develop a residential subdivision with an exception to Section 98-1027 minimum sideyard setback as authorized by Section 98-1027E of the Code of Ordinances and with an exception to Section 98-1028 minimum rear yard setback as authorized by Section 98-1028F of the Code of Ordinances and acceptance of park land dedication of 6.1 acres and park development fees in the amount of \$197,096 for the Parker Tract residential development to satisfy the requirements of the park land dedication Ordinance. Further, he moved the development plan shall be amended by the developer to reflect an emergency access system through Heritage Park acceptable to the Town Engineer and the Town's Fire Department and further moved to authorize the Mayor to execute a development agreement with the following addition to paragraph 7 to read as follows: in the event it is not feasible for the developer to plant the full number of trees referenced in this paragraph on the property the remaining trees shall be planted on Town roadway medians, as such medians to be determined by the Town. Deputy Mayor Pro Tem Wise seconded the motion.

ORDINANCE NO. 27-12

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 70.49 ACRES OF LAND IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE-FAMILY DISTRICT-10 (SF- 10) USES AND GRANTING AN EXCEPTION TO SECTION 98-147, TOPOGRAPHICAL SLOPE PROTECTION, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND IN ACCORDANCE WITH CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Discussion

Councilmember Levenick questioned the statement related to park dedication fees in that the motion states \$197,096 for the Parker Tract residential development and questioned if that's specifically ear marking dollars.

Mr. Welch clarified it's for the park development fees attributed to the development, however, the funds go into the park development fund.

VOTE ON THE MOTION

AYES: Wise, Dixon, Stephenson, Webb, Levenick

NAYS: None.

12. **Public Hearing to consider a request for a Specific Use Permit (SUP 409-12 - Schmidt Accessory Dwelling Addition) to permit an accessory dwelling, with an exception to Section 90-302, Concrete streets, as authorized by Section 90-301, Exceptions to street standards, of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located at 3805 Post Oak Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 13, 2012, meeting.)***

Staff Presentation

Mr. Powell identified the location of the property, and the associated request to add a second dwelling on the property, which is allowed in the larger lots in Town, however, it can't be rented. He noted no correspondence was received regarding the item. He pointed out the existing structure as well as the proposed new one.

Mayor Pro Tem Stephenson opened the Public Hearing at 9:43 p.m.

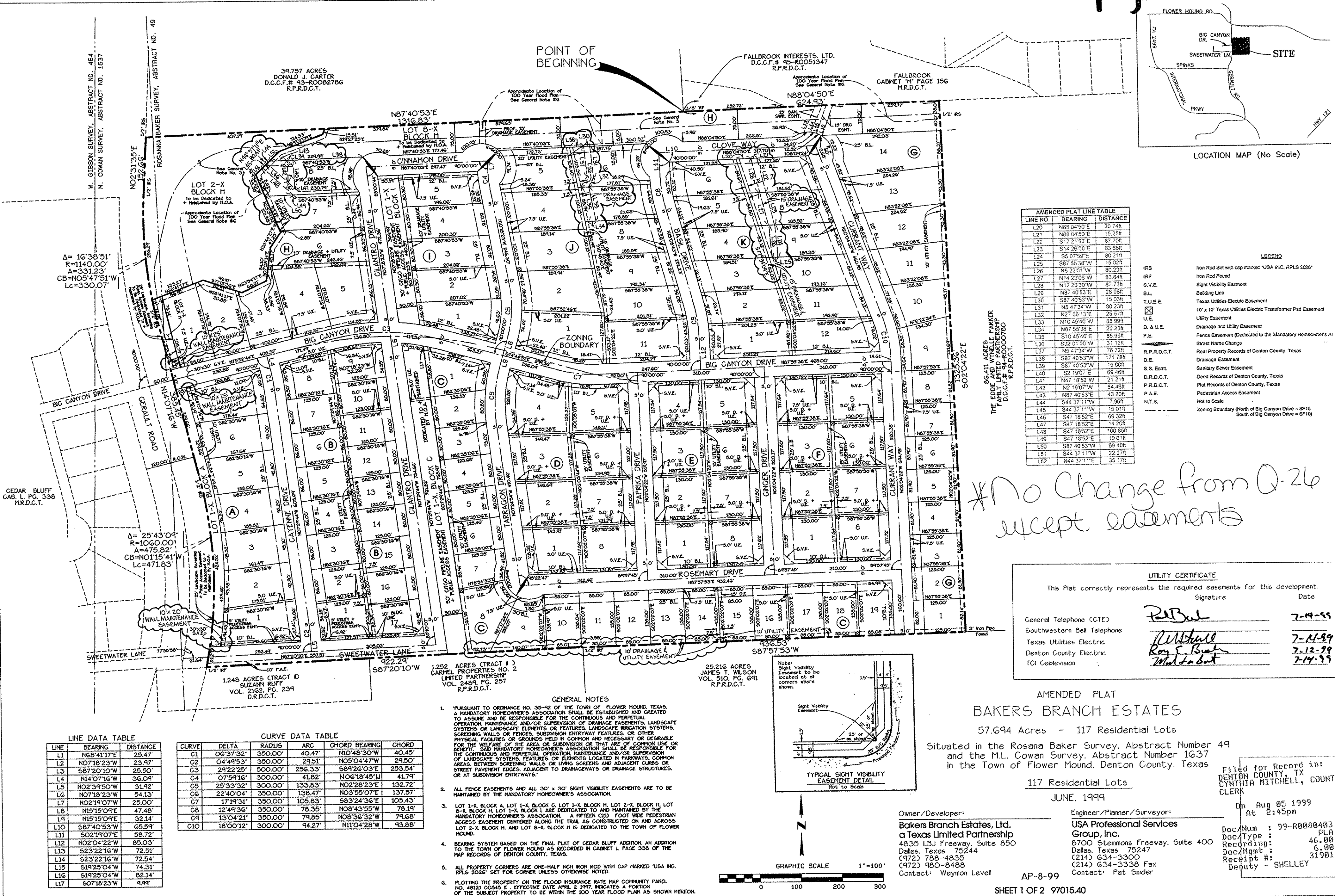
No one spoke in favor or against the project.

Mayor Pro Tem Stephenson closed the Public Hearing at 9:43 p.m.

Councilmember Wise moved to approve of a Specific Use Permit SUP 409-12 – Schmidt Accessory Dwelling Addition to permit an accessory dwelling, with an exception to Section 90-302, Concrete streets, as authorized by Section 90-301, Exceptions to street standards, of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the following conditions:

- a. The accessory dwelling shall be developed in accordance with Section 98-983, Accessory Dwelling, of the Code of Ordinances.
- b. The attached site plan and elevations, labeled Exhibit "A," an exhibit to the Specific Use Permit, shall be developed as approved, except that certain minor changes outlined in Section 82-37 of the Town's Land

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AVIGATION EASEMENT AND RELEASE

THE STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, BAKERS BRANCH ESTATES, Ltd., SOVEREIGN TEXAS HOMES, LTD. and LANDSTAR HOMES DALLAS, LTD. hereinafter called "Owner" (whether one or more), is the owner of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being more particularly described on the subdivision plat or Exhibit "A" attached hereto and incorporated by reference herein, as the case may be,

NOW, THEREFORE, in consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas-Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called "Cities", for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above said 150 feet from the average ground level, or the causing in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Dallas-Fort Worth Regional Airport, and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating and/or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas-Fort Worth Regional Airport. This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles

It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat or Exhibit "A" attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Denton County, Texas

WITNESS my hand, this 12th day of July, 1999.

Bakers Branch Estates, Ltd.
A Texas limited partnership
By: Denton BBE, Ltd.
a limited partnership and its general partner
By: Gerault Road, Inc.
a Texas corporation and the general partner's general partner
By: J. Waymon Levell, Vice President

STATE OF TEXAS §
COUNTY OF §
BEFORE ME, the undersigned authority, on this day personally appeared J. Waymon Levell, Vice President of Bakers Branch Estates, Ltd., a Texas limited partnership, 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 joint venture.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 12th day of July, 1999.

DEBBIE L. HOBBS
COMMISSION EXPIRES
JUNE 7, 2003
My Commission Expires:

WITNESS my hand, this 13th day of July, 1999.

SOVEREIGN TEXAS HOMES, LTD.
A Texas limited partnership
By: Sovereign Homes Corporation,
A Texas corporation and its general partner
By: David Rexroat

STATE OF TEXAS §
COUNTY OF §
BEFORE ME, the undersigned authority, on this day personally appeared David Rexroat of Sovereign Texas Homes, Ltd., a Texas limited partnership, 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 joint venture.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 13th day of July, 1999.

Julie Brooks
Notary Public in and for the State of Texas
My Commission Expires: 07-07-01

JULIE BROOKS
Notary Public, State of Texas
My Commission Expires 07-07-01

STATE OF TEXAS §
COUNTY OF DENTON §
OWNER'S CERTIFICATE

WHEREAS, BAKERS BRANCH ESTATES, LTD. SOVEREIGN TEXAS HOMES, LTD. and LANDSTAR HOMES DALLAS, LTD., acting by and through the undersigned, their duly authorized agents, are the owners of a tract or parcel of land situated in the Rosana Baker Survey, Abstract Number 49 and in the M.L. Cowan Survey, Abstract Number 1637, in the Town of Flower Mound, Denton County, Texas, and being part of that tract of land conveyed to Bakers Branch Estates, Ltd., a Texas limited partnership, by Deed recorded in Volume 4084, Page 1881, in the Real Property Records of Denton County, Texas, Denton County, and part of that tract of land conveyed to Sovereign Texas Homes, Ltd., by deed recorded in Clerk's File Number 99-R0034652 Real Property Records of Denton County, Texas, and part of that tract of land conveyed to Landstar Homes Dallas, Ltd., by deed recorded in Clerk's File Number 99-R0035955 Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a three-eighth inch iron rod found at the Southwest corner of a tract of land conveyed to Fairbrook Interests, Ltd. by Deed recorded in the Real Property Records of Denton County, Texas, Denton County Clerk's File Number 95-R0051347, said iron rod also being the Southeast corner of a tract of land conveyed to Donald J. Carter by Deed recorded in the Real Property Records of Denton County, Texas, Denton County Clerk's File Number 93-R0082785;

THENCE North 89°04'50" East along the South line of said Fairbrook Interest, Ltd. tract and passing at a distance of 252.72 feet the most Southerly Southwest corner of Fairbrook, an addition to the Town of Flower Mound as recorded in Cabinet M, Page 156 of the Map Records of Denton County, Texas, and continuing for a total distance of 624.93 feet to a point in a stream for corner, said corner being the Northwest corner of a tract of land conveyed to the Eddie and Wynelle Parker Family Limited Partnership by Deed recorded in the Real Property Records of Denton County, Texas, Denton County Clerk's File Number 94-R0003780;

THENCE South 02°04'22" East departing the South line of said Fairbrook addition, and along the West line of said Eddie and Wynelle Parker tract, passing a 1/2" iron rod set at a distance of 35.00 feet and continuing for a total distance of 1325.36 feet to a three inch iron pipe found for corner, said iron pipe being the Southwest corner of said Eddie and Wynelle Parker tract, said iron pipe also being in the North line of a tract of land conveyed to James T. Wilson by Deed recorded in Volume 510, Page 691 of the Real Property Records of Denton County, Texas;

THENCE South 87°57'53" West along the North line of said James T. Wilson tract, a distance of 936.53 feet to a one-half inch iron rod found for corner, said iron rod being the Northwest corner of said James T. Wilson tract, said iron rod also being the Northeast corner of a tract of land conveyed to Carmel Properties No. 2 Limited Partnership by Deed recorded in Volume 2499, Page 257 of the Real Property Records of Denton County, Texas;

THENCE South 87°20'10" West along the North line of said Carmel Properties tract and passing at a distance of 523.69 feet the Northwest corner of said Carmel Properties tract same being the Northeast corner of a tract of land conveyed to Suzanne Ruff by Deed recorded in Volume 2162, Page 239 of the Real Property Records of Denton County, Texas, and continuing for a total distance of 922.29 feet to a one-half inch iron rod found for corner in the East line of Gerault Road (a 120 foot wide right-of-way), said iron rod being the beginning of a non-tangent curve to the left having a central angle of 25°43'09", a radius of 1060.00 feet, and a chord bearing and distance of North 01°15'41" West, 471.83 feet.

THENCE in a Northerly direction along the East line of said Gerault Road and along said non-tangent curve to the left, an arc length of 475.82 feet to a one-half inch iron rod with cap marked "USA INC, RPLS 2026" set for corner;

THENCE North 14°07'16" West continuing along the East line of said Gerault Road, a distance of 385.45 feet to a one-half inch iron rod with cap marked "USA INC, RPLS 2026" set for corner at the beginning of a curve to the right having a central angle of 16°38'31", a radius of 1140.00 feet, and a chord bearing and distance of North 05°47'51" West, 330.07 feet;

THENCE in a Northerly direction continuing along the East line of said Gerault Road and along said curve to the right, an arc length of 331.23 feet to a one-half inch iron rod with cap marked "USA INC, RPLS 2026" set for corner;

THENCE North 02°31'35" East continuing along the East line of said Gerault Road, a distance of 152.66 feet to a one-half inch iron rod with cap marked "USA INC, RPLS 2026" set for corner in the South line of said Donald J. Carter tract;

THENCE North 87°40'53" East departing the East line of said Gerault Road and along the South line of said Donald J. Carter tract, a distance of 1316.83 feet to the POINT OF BEGINNING and containing 57.694 acres of land, more or less.

WITNESS my hand, this _____ day of _____, 1999.

LANDSTAR HOMES DALLAS, LTD.
A Texas limited partnership
By: LHD, Inc.,
A Florida corporation and its general partner
By: DMA LHD Development, Inc.,
A Texas corporation and the general partner's general partner

By: Steven Langhoff

STATE OF TEXAS §
COUNTY OF §
BEFORE ME, the undersigned authority, on this day personally appeared Steven Langhoff of Landstar Homes Dallas, Ltd., a Texas limited partnership, 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 joint venture.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 1999.

Notary Public in and for the State of Texas
My Commission Expires:

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, BAKERS BRANCH ESTATES, LTD. SOVEREIGN TEXAS HOMES, LTD. And LANDSTAR HOMES DALLAS, LTD., acting herein by and through the undersigned, their duly authorized agents, do hereby adopt this amended plat designated herein as BAKERS BRANCH ESTATES, 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 right-of-ways are hereby dedicated, in fee simple, to the Town of Flower Mound for municipal purposes. Lot 1-X, Block A, Lot 1-X, Block C, Lot 1-X, Block H, Lot 2-X, Block H, Lot 8-X, Block H, and Lot 1-X, Block I are hereby dedicated, in fee simple, to the Mandatory Homeowner's Association. All Fence Easements are dedicated to the Mandatory Homeowner's Association for maintenance purposes. A 6-foot wide trail with a 15-foot wide Pedestrian Access Easement centered along the sidewalk as constructed on and across Lot 2-X, Block H and Lot 8-X, Block H is dedicated to the Town of Flower Mound. All Sight Visibility Easements shall be accessible to the public and must provide a clear line of sight for the observance of oncoming traffic. No obstructions or growths greater than twenty-four (24) inches above grade shall be constructed, reconstructed or placed upon, over or across the Sight Visibility Easements as shown. The Town of Flower Mound shall reserve the right to construct, reconstruct and maintain improvements (i.e. sidewalks and pedestrian ramps) within said Sight Visibility Easements. The Town of Flower Mound shall also have the right, but not the obligation, to access Sight Visibility Easements for maintenance 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 utilities 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, 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 upon 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 the utility.

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

WITNESS my hand, this 12th day of July, 1999.

Bakers Branch Estates, Ltd.
A Texas limited partnership
By: Denton BBE, Ltd.
a limited partnership and its general partner
By: Gerault Road, Inc.
a Texas corporation and the general partner's general partner
By: J. Waymon Levell, Vice President

STATE OF TEXAS §
COUNTY OF §
BEFORE ME, the undersigned authority, on this day personally appeared J. Waymon Levell, Vice President of Bakers Branch Estates, Ltd., a Texas limited partnership, 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 joint venture.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 12th day of July, 1999.

DEBBIE L. HOBBS
COMMISSION EXPIRES
JUNE 7, 2003
My Commission Expires:

WITNESS my hand, this 13th day of July, 1999.

SOVEREIGN TEXAS HOMES, LTD.
A Texas limited partnership
By: Sovereign Homes Corporation,
A Texas corporation and its general partner
By: David Rexroat

STATE OF TEXAS §
COUNTY OF §
BEFORE ME, the undersigned authority, on this day personally appeared David Rexroat of Sovereign Texas Homes, Ltd., a Texas limited partnership, 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 joint venture.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 13th day of July, 1999.

Julie Brooks
Notary Public in and for the State of Texas
My Commission Expires: 07-07-01

JULIE BROOKS
Notary Public, State of Texas
My Commission Expires 07-07-01

Owner/Developer:
Bakers Branch Estates, Ltd.
a Texas Limited Partnership
4835 LBJ Freeway, Suite 850
Dallas, Texas 75244
(972) 788-4835
(972) 980-8488
Contact: Waymon Levell

Engineer/Planner/Surveyor:
USA Professional Services
Group, Inc.
8700 Stemmons Freeway, Suite
Dallas, Texas 75247
(214) 634-3300
(214) 634-3338 Fax
Contact: Pat Snider

Doc/Num
Doc/Type
Doc/Record
Doc/Mgmt
Receipt #
46.00
6.00
31901
SHELLEY

AP-8-99
SHEET 2 OF 2 97015.40

WITNESS my hand, this 16 day of July, 1999.

LANDSTAR HOMES DALLAS, LTD.
A Texas limited partnership
By: LHD, Inc.,
A Florida corporation and its general partner
By: DMA LHD Development, Inc.,
A Texas corporation and the general partner's general partner

By: Steven Langhoff
Executive Vice President

STATE OF TEXAS §
COUNTY OF §
BEFORE ME, the undersigned authority, on this day personally appeared Steven Langhoff of Landstar Homes Dallas, Ltd., a Texas limited partnership, 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 joint venture

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 16th day of July, 1999.

LINDA S. GAMBLE
Notary Public
STATE OF TEXAS
Commission Expires 08/29/00
My Commission Expires:

STATE OF TEXAS §
COUNTY OF §

SURVEYOR'S CERTIFICATE
THIS is to certify that I, John N. Cordle, a Registered Professional Land Surveyor for the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.
John N. Cordle, R.P.L.S. No. 2026
USA Professional Services Group, Inc.

STATE OF TEXAS §
COUNTY OF §
BEFORE ME, the undersigned authority, on this day personally appeared John N. Cordle, 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.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 9th day of July, 1999.

Approved:

TOWN OF FLOWER MOUND
TOWN COUNCIL

Van James, Town Manager

Paula Lawrence, Town Secretary

Kathy A. Ackers
Notary Public, State of Texas
My Commission Expires: 8-6-99

Sara Wingard, Interim Deputy Mayor

THE PURPOSE OF THIS AMENDED PLAT IS TO ADD THE FOLLOWING:
1. WALL MAINTENANCE EASEMENTS TO LOTS 1 AND 7, BLOCK A AND LOT 1, BLOCK H.
2. DRAINAGE EASEMENTS TO LOTS 8 THROUGH 14, BLOCK C, LOT 8, BLOCK H, LOTS 6 THROUGH 9, BLOCK J, AND LOTS 7 THROUGH 9, BLOCK K

AMENDED PLAT
BAKERS BRANCH ESTATES

57.694 Acres - 117 Residential Lots

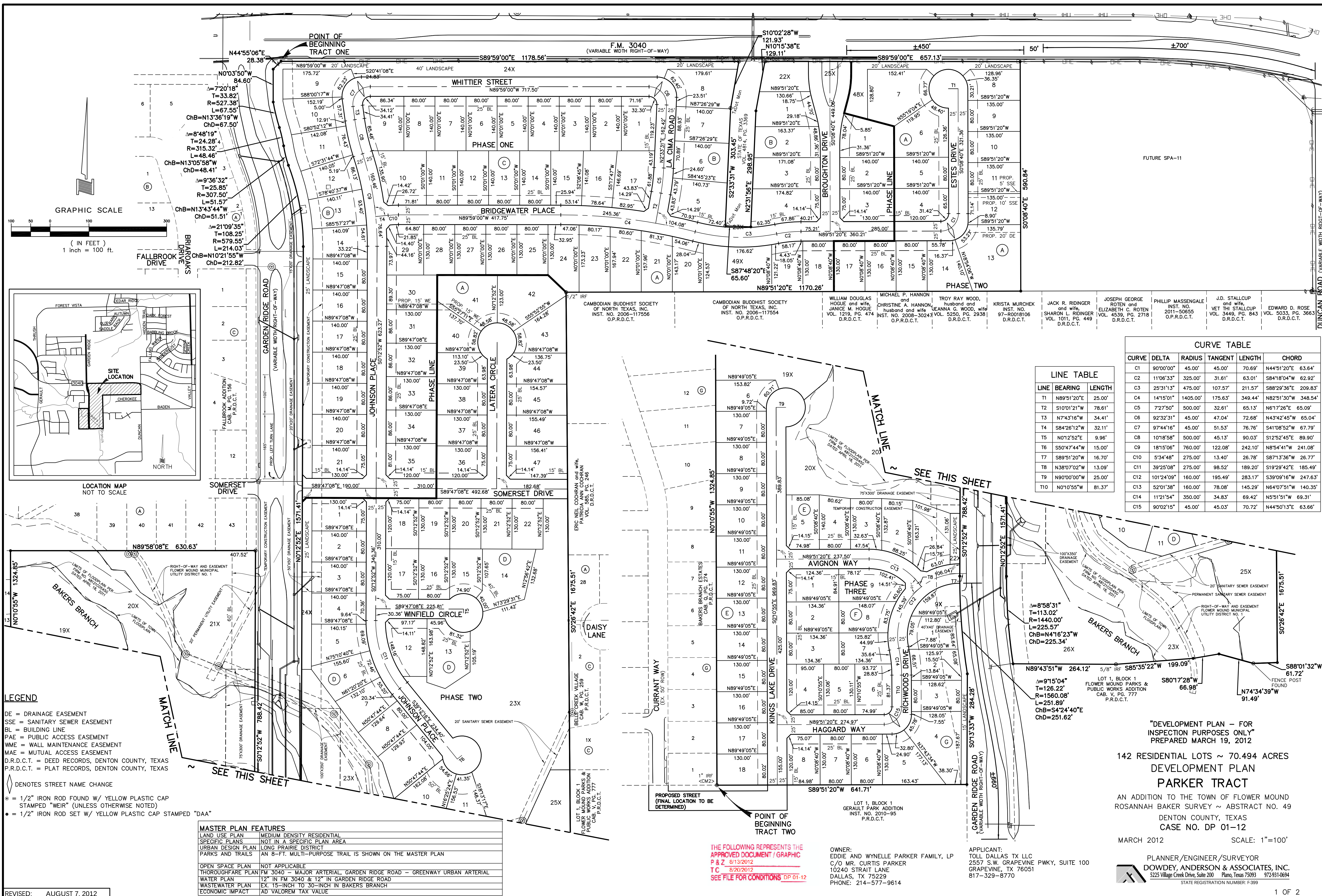
in the Rosana Baker Survey, Abstract Number 49
the M.L. Cowan Survey, Abstract Number 1637
Town of Flower Mound, Denton County, Texas

117 Residential Lots
JUNE, 1999

Recorded for
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Aug 05 1999
At 2:45pm

99-R0880403
PLA
46.00
6.00
31901
SHELLEY



LEGAL DESCRIPTION
TRACT ONE

BEING a tract of land situated in the ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, Town of Flower Mound, Denton County, Texas and being part of that tract of land described in deed to The Eddie and Wynelle Parker Family Limited Partnership, as recorded in Instrument No. 94–000780, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for the north end of a corner clip at the intersection of the south line of Farm to Market Road No. 3040 (F.M. 3040), a variable width right-of-way, with the east line of Garden Ridge Road, a variable width right-of-way;

THENCE easterly, with said south line, South 89 degrees 59 minutes 00 seconds East, a distance of 1178.56 feet to a TxDot Brass Monument found at the Northwest corner of that tract of land conveyed to the Texas Department of Transportation according to the document filed of record in Volume 4814, Page 3369, Deed Records of Denton County, Texas;

THENCE with the common lines of said TxDOT tract and the above mentioned Parker Tract the following five (5) courses and distances:

South 10 degrees 02 minutes 28 seconds West, a distance of 121.93 feet to a TxDot Brass Monument found for a common corner of said tracts;

South 02 degrees 33 minutes 31 seconds West, a distance of 303.45 feet to a TxDot Brass Monument found for the Southwest corner of said TxDot tract and a corner of this tract;

South 87 degrees 48 minutes 20 seconds East, a distance of 65.60 feet to a 1/2" iron rod with plastic cap stamped "DAA" set for the Southeast corner of said TxDot tract and a corner of this tract;

North 02 degrees 31 minutes 56 seconds East, a distance of 298.95 feet to a 1/2" iron rod with plastic cap stamped "DAA" set for a common corner of said tracts;

North 10 degrees 15 minutes 38 seconds East, a distance of 129.11 feet to a TxDot Brass Monument found for a corner of this tract, in the above mentioned south line of said F.M. 3040;

THENCE South 89 degrees 59 minutes 00 seconds East, with said south line, a distance of 657.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 00 degrees 08 minutes 04 seconds East, leaving said south line, a distance of 590.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the common south line of said Parker tract and north line of that tract of land described in Deed to Edward D. Rose, as recorded in Volume 5033, Page 3663, Deed Records, Denton County, Texas;

THENCE South 89 degrees 51 minutes 20 seconds West, with a south line of said Parker tract, a distance of 1,170.26 feet to a 1/2 inch iron rod found for the common northwest corner of that tract of land described in Deed to Cambodian Buddhist Society of North Texas, Inc., as recorded in Instrument No. 2006–117556, Official Public Records, Denton County, Texas and an interior ell corner of said Parker tract;

THENCE South 00 degrees 26 minutes 42 seconds East, with an east line of said Parker tract, a distance of 1,675.51 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for an interior ell corner of Lot 1, Block 1 of FLOWER MOUND PARKS & PUBLIC WORKS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet V, Page 777, Plat Records, Denton County, Texas;

THENCE Westerly, with the north line of said Lot 1, the following five (5) courses and distances:

South 88 degrees 01 minutes 32 seconds West, a distance of 61.72 feet to a fence post found for corner;

North 74 degrees 34 minutes 39 seconds West, a distance of 91.49 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner;

South 80 degrees 17 minutes 28 seconds West, a distance of 66.98 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner;

South 85 degrees 35 minutes 22 seconds West, a distance of 199.09 feet to a 5/8 inch iron rod found corner;

North 89 degrees 43 minutes 51 seconds West, a distance of 264.12 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner in the above mentioned east line of Garden Ridge Road, said point being at the beginning of a non-tangent curve to the right having a central angle of 08 degrees 58 minutes 31 seconds, a radius of 1,440.00 feet and a chord bearing and distance of North 04 degrees 16 minutes 23 seconds West, 225.34 feet;

THENCE Northerly, with said east line, the following eight (8) courses and distances:

Northerly, leaving the above mentioned north line of Lot 1 and with said east line, an arc distance of 225.57 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner;

North 00 degrees 12 minutes 52 seconds East, a distance of 1,571.41 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner at the beginning of curve to the left having a central angle of 21 degrees 09 minutes 35 seconds, a radius of 579.55 feet and a chord bearing and distance of North 10 degrees 21 minutes 55 seconds West, 212.82 feet;

Northerly, with said curve to the left, an arc distance of 214.03 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner at the beginning of a non-tangent curve to the right having a central angle of 09 degrees 36 minutes 32 seconds, a radius of 307.50 feet and a chord bearing and distance of North 13 degrees 43 minutes 44 seconds West, 51.51 feet;

Northerly, with said curve to the right, an arc distance of 51.57 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner at the beginning of a non-tangent curve to the left having a central angle of 08 degrees 48 minutes 19 seconds, a radius of 315.32 feet and a chord bearing and distance of North 13 degrees 05 minutes 58 seconds West, 48.41 feet;

Northerly, with said curve to the left, an arc distance of 48.46 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner at the beginning of a non-tangent curve to the right having a central angle of 07 degrees 20 minutes 18 seconds, a radius of 527.38 feet and a chord bearing and distance of North 13 degrees 36 minutes 19 seconds West, 67.50 feet;

Northerly, with said curve to the right, an arc distance of 67.55 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner;

North 00 degrees 03 minutes 50 seconds West, a distance of 84.60 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner at the south end of the above mentioned corner clip;

North 44 degrees 55 minutes 06 seconds, with said corner clip, a distance of 28.38 feet to the POINT OF BEGINNING and containing 51.291 acres of land, more or less.

LEGAL DESCRIPTION

TRACT TWO

BEING a tract of land situated in the ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, Town of Flower Mound, Denton County, Texas and being part of that tract of land described in deed to The Eddie and Wynelle Parker Family Limited Partnership, as recorded in Instrument No. 94–000780, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1 inch iron rod found in the north line of Lot 1, Block 1 of GERAULT PARK ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Instrument No. 2010–95, Plat Records, Denton County, Texas for the common southwest corner of said Parker tract and the southeast corner of Lot 1, Block G of BAKERS BRANCH ESTATES, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet G, Page 274, Plat Records, Denton County, Texas;

THENCE North 00 degrees 10 minutes 55 seconds West, with the common west line of said Parker tract and east line of said BAKERS BRANCH ESTATES Addition, a distance of 1,324.85 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" in the south line of FALLBROOK ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet M, Page 156, Plat Records, Denton County, Texas for the northeast corner of Lot 8X, Block H of said BAKERS BRANCH ESTATES Addition;

THENCE North 89 degrees 58 minutes 08 seconds East, leaving said common line and with the south line of said FALLBROOK ADDITION, a distance of 630.63 feet to a 1/2 inch iron rod found with a yellow plastic cap stamped "HALFF" in the west line of Garden Ridge Road, a variable width right-of-way for the southeast corner of Lot 2–X, Block A of said FALLBROOK ADDITION;

THENCE Southerly, with said west line of Garden Ridge Road, the following three (3) courses and distances:

South 00 degrees 12 minutes 52 seconds West, a distance of 788.42 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner at the beginning of a curve to the left having a central angle of 09 degrees 15 minutes 04 seconds, a radius of 1,560.08 feet and a chord bearing and distance of South 04 degrees 24 minutes 40 seconds East, 251.62 feet;

Southerly, with said curve to the left, an arc distance of 251.89 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner;

South 00 degrees 13 minutes 33 seconds West, a distance of 284.28 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" in the south line of the above mentioned Parker tract for the northeast corner of the above mentioned Lot 1, Block 1 of GERAULT PARK ADDITION;

THENCE South 89 degrees 51 minutes 20 seconds West, leaving said west line and with the north line of said Lot 1, Block 1 of GERAULT PARK ADDITION, a distance of 641.71 feet to the POINT OF BEGINNING and containing 19.203 acres of land, more or less.

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
1	A	13471
2	A	11200
3	A	11850
4	A	11814
5	A	11200
6	A	16735
7	A	20101
8	A	10971
9	A	10800
10	A	10800
11	A	10800
12	A	10802
13	A	25046
14	A	12344
15	A	10400
16	A	10400
17	A	10400
18	A	10400
19	A	10163
20	A	10707

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
21	A	12077
22	A	13068
23	A	13678
24	A	12890
25	A	10400
26	A	10400
27	A	10400
28	A	10400
29	A	12307
30	A	11639
31	A	11180
32	A	11180
33	A	11180
34	A	11180
35	A	11780
36	A	11000
37	A	10400
38	A	10400
39	A	10243
40	A	10392

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
41	A	17355
42	A	17723
43	A	13604
44	A	12172
45	A	12402
46	A	12476
47	A	13287
48X	A	15277
49X	A	20695

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
1	B	13393
2	B	13473
3	B	13836
4	B	15811
5	B	15526
6	B	13835
7	B	12450
8	B	15675
9	B	12384
10	B	12480
11	B	12280
12	B	11738
13	B	11839
14	B	11570
15	B	11200
16	B	11200
17	B	11200
18	B	11200
19	B	11200
20	B	11200

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
21	B	11857
22X	B	9312
23X	B	192
24X	B	66445
25X	B	3765

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
1	G	10538
2	G	10134
3	G	10267
4	G	19299
5	G	14884
6	G	10400
7	G	10400
8	G	11003
9X	G	14201

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
1	C	12359
2	C	11200
3	C	11200
4	C	11200
5	C	11200
6	C	11200
7	C	11200
8	C	11200
9	C	13633
10	C	17113
11	C	11200
12	C	11200
13	C	11200
14	C	11200
15	C	11456
16	C	11849
17	C	14728

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
1	D	11850
2	D	11200
3	D	11200
4	D	11200
5	D	12844
6	D	12927
7	D	11292
8	D	10383
9	D	15984
10	D	16373
11	D	13375
12	D	13820
13	D	16443
14	D	17958
15	D	10003
16	D	10400
17	D	11000
18	D	11000
19	D	10400
20	D	10400

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
21	D	10400
22	D	10400
23X	D	329029
24X	D	10993
25X	D	50603
26X	D	66831

LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
1	F	11365
2	F	10749
3	F	10749
4	F	12303
5	F	10407
6	F	12266
7	F	10325
8	F	10694
9	F	13028

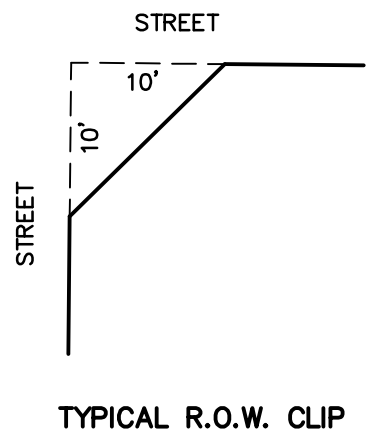
LOT AREA TABLE		
LOT	BLOCK	AREA (SF)
1	E	15044
2	E	11537
3	E	10431
4	E	10800
5	E	11852
6	E	11476
7	E	10400
8	E	10400
9	E	10400
10	E	10400
11	E	10400
12	E	10400
13	E	10400
14	E	10400
15	E	10400
16	E	10400
17	E	10400
18	E	10397
19X	E	60876
20X	E	164505
21X	E	88670
22X	E	3247

NOTES:

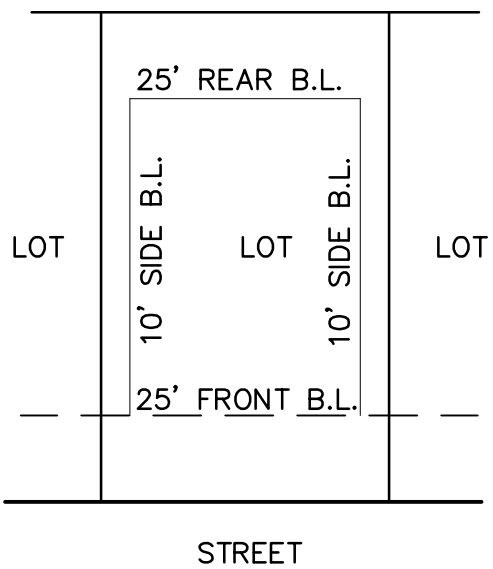
- A PORTION OF THIS PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN.
- LOT 48X OF BLOCK A, LOTS 22X, 24X AND 25X OF BLOCK B, LOT 24X OF BLOCK D, LOT 20X OF BLOCK E AND LOT 9X OF BLOCK G ARE FOR LANDSCAPE AND SCREENING PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- LOT 49X OF BLOCK A, LOT 23X OF BLOCK B, LOT 23X OF BLOCK D AND LOT 20X OF BLOCK E ARE FOR DRAINAGE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- LOTS 25X AND 26X BLOCK D & LOTS 19X AND 21X BLOCK E SHALL BE DEDICATED TO THE TOWN OF FLOWER MOUND PARKS DEPARTMENT.
- THIS PROJECT IS TO BE DEVELOPED IN THREE PHASES.
- AREA TO BE DEDICATED TO PUBLIC AS STREET RIGHT-OF-WAY IS 457,968 SF.
- AN 8' WIDE TRAIL SHALL BE CONSTRUCTED ADJACENT TO GARDEN RIDGE ROAD AND ALONG BAKERS BRANCH (REFERENCE CONCEPTUAL LANDSCAPE PLANS FOR SIDEWALK LOCATIONS).
- THE ISSUANCE OF PERMITS AND CERTIFICATES OF OCCUPANCY FOR DEVELOPMENT OF THE PROPERTY SHOWN ON THE CONCEPT PLAN IS SUBJECT TO COMPLIANCE WITH AN APPROVED ENVIRONMENTAL PROTECTION PLAN.
- THE DEVELOPMENT IS SUBJECT TO THE ACQUISITION OF ANY AND ALL APPROPRIATE PERMITS FROM THE UNITED STATES ARMY CORPS OF ENGINEERS ("CORPS"), PRIOR TO THE APPROVAL OF A RECORD PLAT FOR THE FIRST PHASE DEVELOPMENT. FURTHERMORE, NO PERMITS SHALL BE ISSUED FOR ANY CONSTRUCTION RELATED ACTIVITY WITHIN ANY JURISDICTIONAL WATERS, AS IDENTIFIED WITHIN THE ENVIRONMENTAL PROTECTION PLAN, UNTIL A PERMIT FROM THE CORPS HAS BEEN APPROVED.
- 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 IF DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PARTIAL 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 ENTRYWAY.
- ALL X–LOTS ARE UNBUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.
- RESIDENTIAL LOTS ADJACENT TO EXISTING FLOOD PLAIN WILL HAVE A MINIMUM FINISHED FLOOR ELEVATION 18" ABOVE THE 100-YEAR FLOOD ELEVATION. ACTUAL ELEVATION TO BE DETERMINED WITH FINAL PLAT AND CONSTRUCTION PLANS.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- THIS PROPERTY IS LOCATED WITHIN ZONE AE AND ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48121C0545G DATED APRIL 18, 2011.
- RETAINING WALL MATERIALS SHALL CONSIST OF MATERIALS SIMILAR IN NATURE TO SCREENING WALLS.
- THE LANDSCAPE BUFFER REQUIREMENT ALONG F.M. 3040 IS 34,340 S.F. THE LANDSCAPE BUFFER PROVIDED IS 63,300 S.F. THIS RESULTS IN A NET INCREASE OF 28,960 S.F. OR APPROXIMATELY 50% MORE LANDSCAPE BUFFER THAN IS REQUIRED ALONG F.M. 3040.
- THE DEVELOPER UNDERSTANDS THAT THE FLOOD STUDY FOR THE DEVELOPMENT IS NOT COMPLETE, AND THAT THE LOTS MAY NEED TO BE ADJUSTED, ONCE THE FLOODPLAIN BOUNDARY IS APPROVED BY THE TOWN, AT PLATTING, IN ORDER THAT NO FLOODPLAIN IS INCLUDED WITHIN ANY OF THE RESIDENTIAL PLATTED LOTS.

LOT AND BLOCK SUMMARY		
SMALLEST	10,003 SF	0.23 AC
LARGEST	25,046 SF	1.03 AC
AVERAGE	12,006 SF	0.28 AC
TOTAL LOTS (INCLUDING X LOTS)	157 LOTS	
TOTAL BUILDABLE LOTS (EXCLUDING X LOTS)	142 RESIDENTIAL LOTS	
FEMA MAPPED FLOODPLAIN	226,756 SF	

RESIDENTIAL LOT CRITERIA	
MINIMUM LOT AREA	10,000 SF
MINIMUM LOT WIDTH	70' AT BLDG LINE
MINIMUM LOT DEPTH	120'
MINIMUM FRONT YARD BL	25'
MINIMUM REAR YARD BL	25'
MINIMUM SIDE YARD BL	10'
MAXIMUM LOT COVERAGE	40%
MINIMUM FLOOR AREA	1800 SF
MAXIMUM BUILDING HEIGHT	3 STORIES OR 35'



TYPICAL R.O.W. CLIP



TYPICAL RESIDENTIAL LOT DETAIL
NOT TO SCALE

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 8/13/2012
T.C. 8/20/2012
SEE FILE FOR CONDITIONS DP 01-12

"DEVELOPMENT PLAN – FOR
INSPECTION PURPOSES ONLY"
PREPARED MARCH 19, 2012

142 RESIDENTIAL LOTS ~ 70.494 ACRES
DEVELOPMENT PLAN
PARKER TRACT

AN ADDITION TO THE TOWN OF FLOWER MOUND
ROSANNAH BAKER SURVEY ~ ABSTRACT NO. 49

DENTON COUNTY, TEXAS
CASE NO. DP 01–12

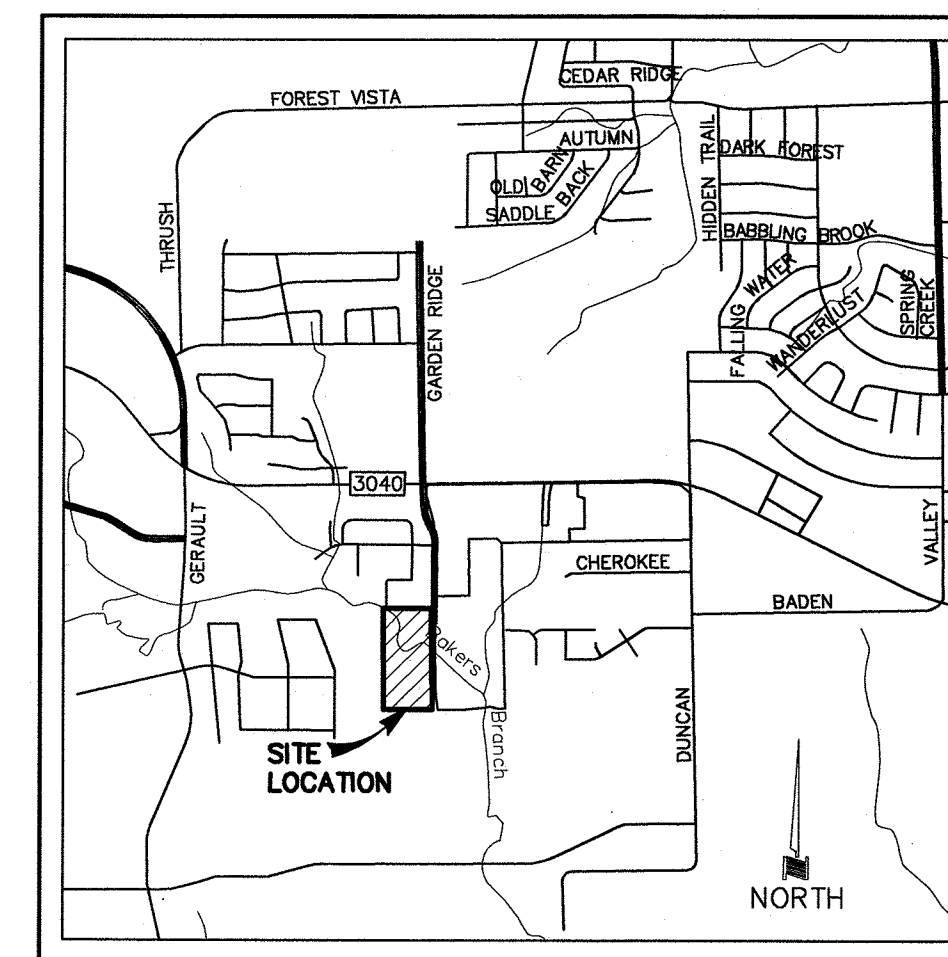
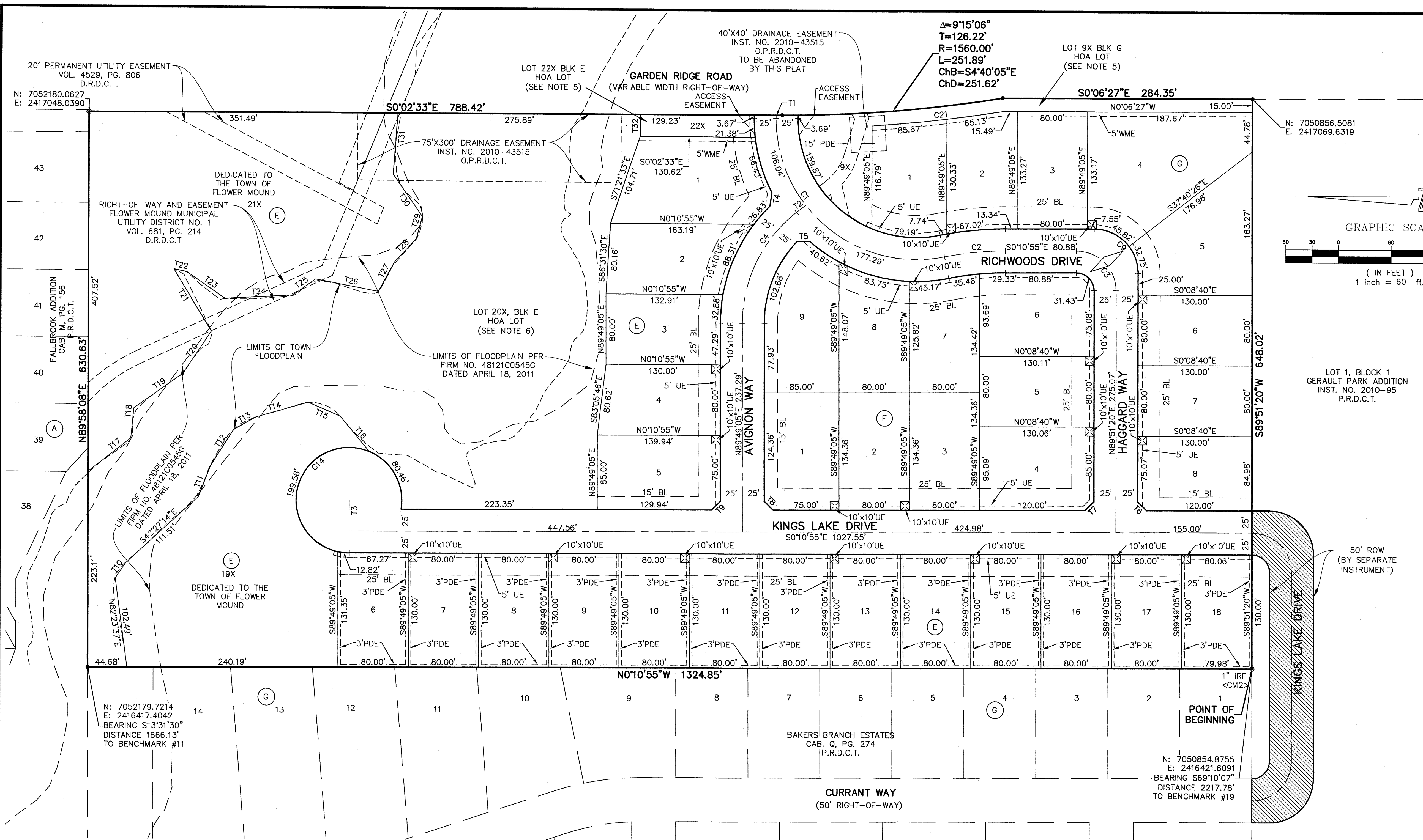
MARCH 2012

SCALE: 1"=100'

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

OWNER:
EDDIE AND WYNELLE PARKER FAMILY, LP
C/O MR. CURTIS PARKER
10240 STRAIT LANE
DALLAS, TX 75229
PHONE: 214–577–9614

APPLICANT:
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PWKY, SUITE 100
GRAPEVINE, TX 76051
817–329–8770

LOCATION MAP
NOT TO SCALE

- NOTES:
1. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83.
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. A PORTION OF THIS PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN.
 5. LOT 22X OF BLOCK E AND LOT 9X OF BLOCK G ARE FOR LANDSCAPE AND SCREENING PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
 6. LOT 20X OF BLOCK E IS FOR DRAINAGE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
 7. LOTS 19X AND 21X OF BLOCK E SHALL BE DEDICATED TO THE TOWN OF FLOWER MOUND FOR PARK PURPOSES.
 8. AREA TO BE DEDICATED TO PUBLIC AS STREET RIGHT-OF-WAY IS 33436.86 SF.
 9. THE ISSUANCE OF PERMITS AND CERTIFICATES OF OCCUPANCY FOR DEVELOPMENT OF THE PROPERTY SHOWN ON THE RECORD PLAT IS SUBJECT TO COMPLIANCE WITH AN APPROVED ENVIRONMENTAL PROTECTION PLAN. THE DEVELOPMENT IS SUBJECT TO THE ACQUISITION OF ANY AND ALL APPROPRIATE PERMITS FROM THE UNITED STATES ARMY CORPS OF ENGINEERS ("CORPS"), PRIOR TO THE APPROVAL OF A RECORD PLAT FOR THE FIRST PHASE DEVELOPMENT. FURTHERMORE, NO PERMITS SHALL BE ISSUED FOR ANY CONSTRUCTION RELATED ACTIVITY WITHIN ANY JURISDICTIONAL WATERS, AS IDENTIFIED WITHIN THE ENVIRONMENTAL PROTECTION PLAN, UNTIL A PERMIT FROM THE CORPS HAS BEEN APPROVED.
 10. 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 IF DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PARTIAL 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 ENTRYWAY.
 11. ALL X-LOTS ARE UNBUILDABLE.
 12. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
 13. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48121C0545G DATED APRIL 18, 2011.

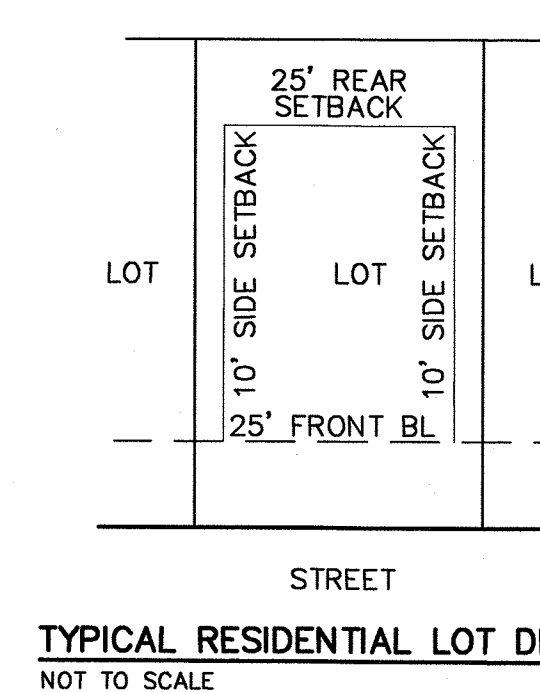
A RECORD PLAT OF
LOTS 1-18, BLOCK E,
LOTS 1-9, BLOCK F AND
LOTS 1-8, BLOCK G
**CREEKSIDE AT HERITAGE PARK
PHASE THREE**

BEING 19.295 ACRES OF LAND LOCATED IN THE
ROSANNAH BAKER SURVEY, ABSTRACT NO. 49
AN ADDITION IN THE TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

ENGINEER/SURVEYOR

- DRAINAGE EASEMENT NOTES:
1. UPKEEP AND MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
 2. UPKEEP AND MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
 - A. GRASS AND GROUND COVER SHALL BE KEPT TO A HEIGHT REQUIRED BY TOWN ORDINANCE.
 - B. THE POND SHALL BE KEPT FREE OF DEBRIS AND LITTER, WITH PARTICULAR ATTENTION GIVEN TO KEEPING THE OUTLET STRUCTURE CLEAR AT ALL TIMES.
 - C. ALL ELECTRICAL AND MECHANICAL SYSTEMS ASSOCIATED WITH THE POND SHALL BE KEPT IN WORKING ORDER AT ALL TIMES.
 3. NO DUMPING OF ANY TYPE IS PERMITTED WITHIN THE EASEMENT AREA.



THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 02/27/2017
T C
SEE FILE FOR CONDITIONS RC16-0009

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS TOLL DALLAS TX, LLC, a Texas limited liability company, acting by and through the undersigned, its duly authorized agent, is the owner of a tract of land situated in the ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, Town of Flower Mound, Denton County, Texas and being part of that tract of land described in deed to The Eddie and Wynelle Parker Family Limited Partnership, as recorded in Instrument No. 94-000780, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1 inch iron rod found in the north line of Lot 1, Block 1 of GERAULT PARK ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Instrument No. 2010-95, Plat Records, Denton County, Texas for the common southwest corner of said Parker tract and the southeast corner of Lot 1, Block G of BAKERS BRANCH ESTATES, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet Q, Page 274, Plat Records, Denton County, Texas;

THENCE North 00 degrees 10 minutes 55 seconds West, with the common west line of said Parker tract and east line of said BAKERS BRANCH ESTATES Addition, a distance of 1,324.85 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" in the south line of FALLBROOK ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet M, Page 156, Plat Records, Denton County, Texas for the northeast corner of Lot 8X, Block H of said BAKERS BRANCH ESTATES Addition;

THENCE North 89 degrees 58 minutes 08 seconds East, leaving said common line and with the south line of said FALLBROOK ADDITION, a distance of 630.63 feet to a 1/2 inch iron rod found with a yellow plastic cap stamped "HALFF" in the west line of Garden Ridge Road, a variable width right-of-way for the southeast corner of Lot 2-X, Block A of said FALLBROOK ADDITION;

THENCE Southerly, with said west line of Garden Ridge Road, the following three (3) courses and distances:

South 00 degrees 12 minutes 52 seconds West, a distance of 788.42 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner at the beginning of a curve to the left having a central angle of 09 degrees 15 minutes 04 seconds, a radius of 1,560.08 feet and a chord bearing and distance of South 04 degrees 24 minutes 40 seconds East, 251.62 feet;

Southerly, with said curve to the left, an arc distance of 251.89 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" for corner;

South 00 degrees 13 minutes 33 seconds West, a distance of 284.28 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped "DAA" in the south line of the above mentioned Parker tract for the northeast corner of the above mentioned Lot 1, Block 1 of GERAULT PARK ADDITION;

THENCE South 89 degrees 51 minutes 20 seconds West, leaving said west line and with the north line of said Lot 1, Block 1 of GERAULT PARK ADDITION, a distance of 641.71 feet to the POINT OF BEGINNING and containing 19.295 acres of land, more or less.

AVIGATION EASEMENT AND RELEASE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, TOLL DALLAS TX, LLC, a Texas limited liability corporation, acting through the undersigned, their duly authorized agents hereinafter called "Owner(s)", are the owners of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being more particularly described on the subdivision plat attached hereto and incorporated by reference herein, as the case may be;

NOW THEREFORE, in consideration of the sum of ONE and 00/(\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas-Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assign, hereafter collectively called "Cities," for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above the said 150 feet from the average ground level of said property as same presently exists, or the causing in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Dallas-Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property , due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating an/or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas-Fort Worth Regional Airport. This instrument does not release the owner or operators of aircraft from the liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles.

It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Denton County, Texas.

WITNESS my hand this the _____ day of _____, 2016.

TOLL DALLAS TX LLC

By: _____

Name: Robert G. Paul

Title: Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Robert G. Paul, Vice President of Toll Dallas TX LLC, a Texas limited liability corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and that he executed the same as the act of said limited liability coporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, TOLL DALLAS TX LLC, a Texas limited liability corporation, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as CREEKSIDE AT HERITAGE PARK PHASE THREE, 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 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 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 this the _____ day of _____, 2016.

TOLL DALLAS TX LLC

By: _____

Name: Robert G. Paul

Title: Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Robert G. Paul, Vice President of Toll Dallas TX LLC, a Texas limited liability corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and that he executed the same as the act of said limited liability coporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That I, Sean Patton, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my supervision.

Sean Patton
Registered Professional Land Surveyor
No. 5660

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally appeared Sean Patton, 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 considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

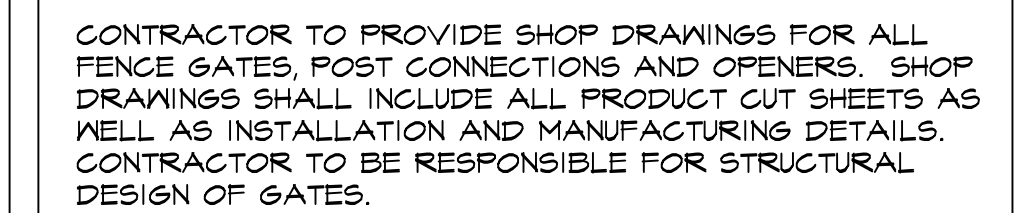
LOT LINE TABLE		
LINE	BEARING	LENGTH
T4	S80°50'16"E	15.75'
T5	S1°00'55"E	14.52'
T6	N44°50'13"E	14.14'
T7	N45°09'47"W	14.15'
T8	S44°49'05"W	14.14'
T9	N45°10'55"W	14.14'
T10	S55°14'04"E	20.90'
T11	S68°21'52"E	39.58'
T12	S57°16'52"E	47.21'
T13	S29°17'55"E	29.02'
T14	S16°05'04"E	61.93'
T15	S23°19'54"W	39.54'
T16	S50°09'12"W	52.15'
T17	S37°56'04"E	61.38'
T18	S84°04'35"E	34.31'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T19	S35°18'35"E	68.04'
T20	S56°04'05"E	57.88'
T21	N58°46'33"E	82.42'
T22	S11°45'19"W	14.90'
T23	S34°44'48"W	53.06'
T24	S3°03'03"E	77.50'
T25	S35°19'58"E	31.51'
T26	S10°45'35"W	72.43'
T27	S61°14'28"E	37.91'
T28	S46°58'37"E	36.38'
T29	S74°48'27"E	26.38'
T30	N54°55'06"E	58.33'
T31	S85°37'43"E	69.72'
T32	S89°47'08"E	25.00'

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	101°27'33"	160.00'	195.69'	283.33'	S39°07'34"W 247.73'
C2	11°25'18"	350.00'	35.00'	69.77'	S05°53'34"E 69.66'
C3	90°02'15"	45.00'	45.03'	70.72'	N44°50'13"E 63.66'
C4	52°03'53"	160.00'	78.15'	145.39'	S64°08'58"E 140.44'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T1	S89°51'20"W	3.63'
T2	S38°07'02"E	13.26'
T3	N90°00'00"W	35.00'

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 02/27/2017
T C
SEE FILE FOR CONDITIONS RC16-0009



1. CONTRACTOR TO PROVIDE OWNER WITH MOCK UP PANELS TO USE FOR TOP PORTION OF ALL FENCE/GATES FOR APPROVAL
2. ANY NELS OR CUTS TO BE GROUND SMOOTH AND REFINISHED TO MATCH. CONTRACTOR TO SELECT WELDING MATERIALS AND TECHNIQUES TO ENSURE THAT FINISHED WELDS LOOK & WEATHER AT SAME RATE.
3. CONTRACTOR TO FIELD VERIFY INSTALLATION OF EACH PANEL PATTERN WITH OWNER PRIOR TO FINAL ATTACHMENT.

****WARNING****
EXISTING UNDERGROUND UTILITIES. FIELD
VERIFY LOCATION PRIOR TO CONSTRUCTION
OR EXCAVATION.

ne Inch

Town of Flower Mound, Denton County, Texas

[illegible]

PROJECT

ГВІ009

SHEET

EXHIBIT-1

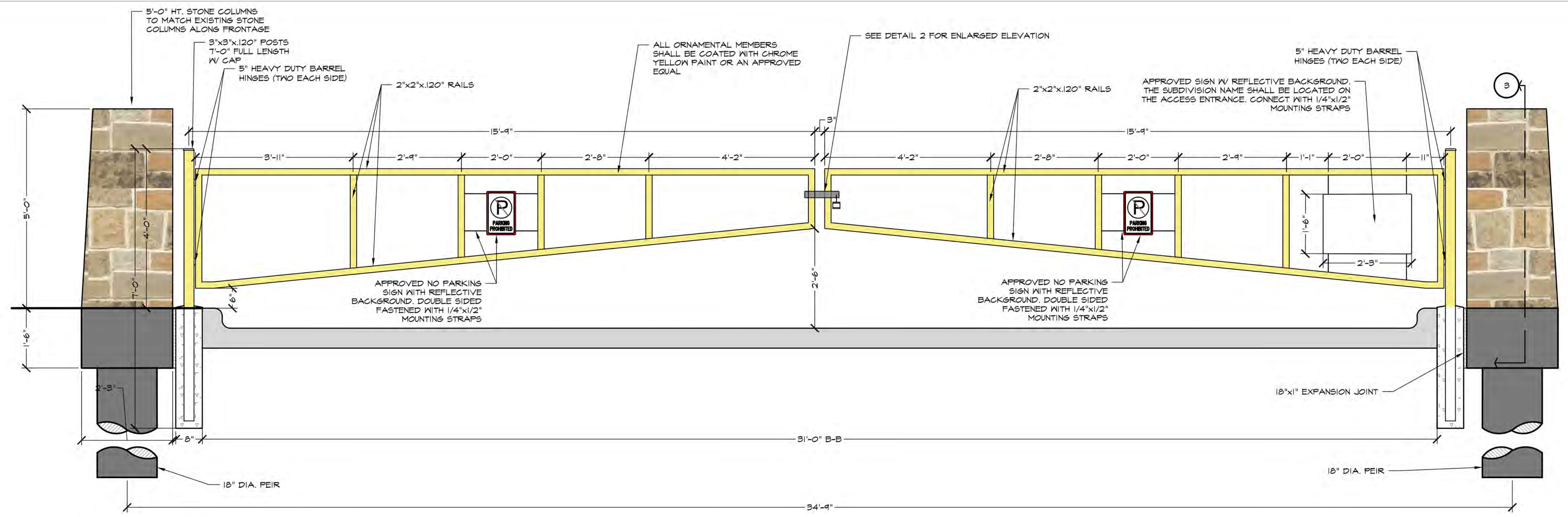
April 20, 2017

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

LANDSCAPE AND SCREENING
Hardscape Details
Creekside at Heritage Park, Ph. 3
Town of Flower Mound, Denton County, Texas

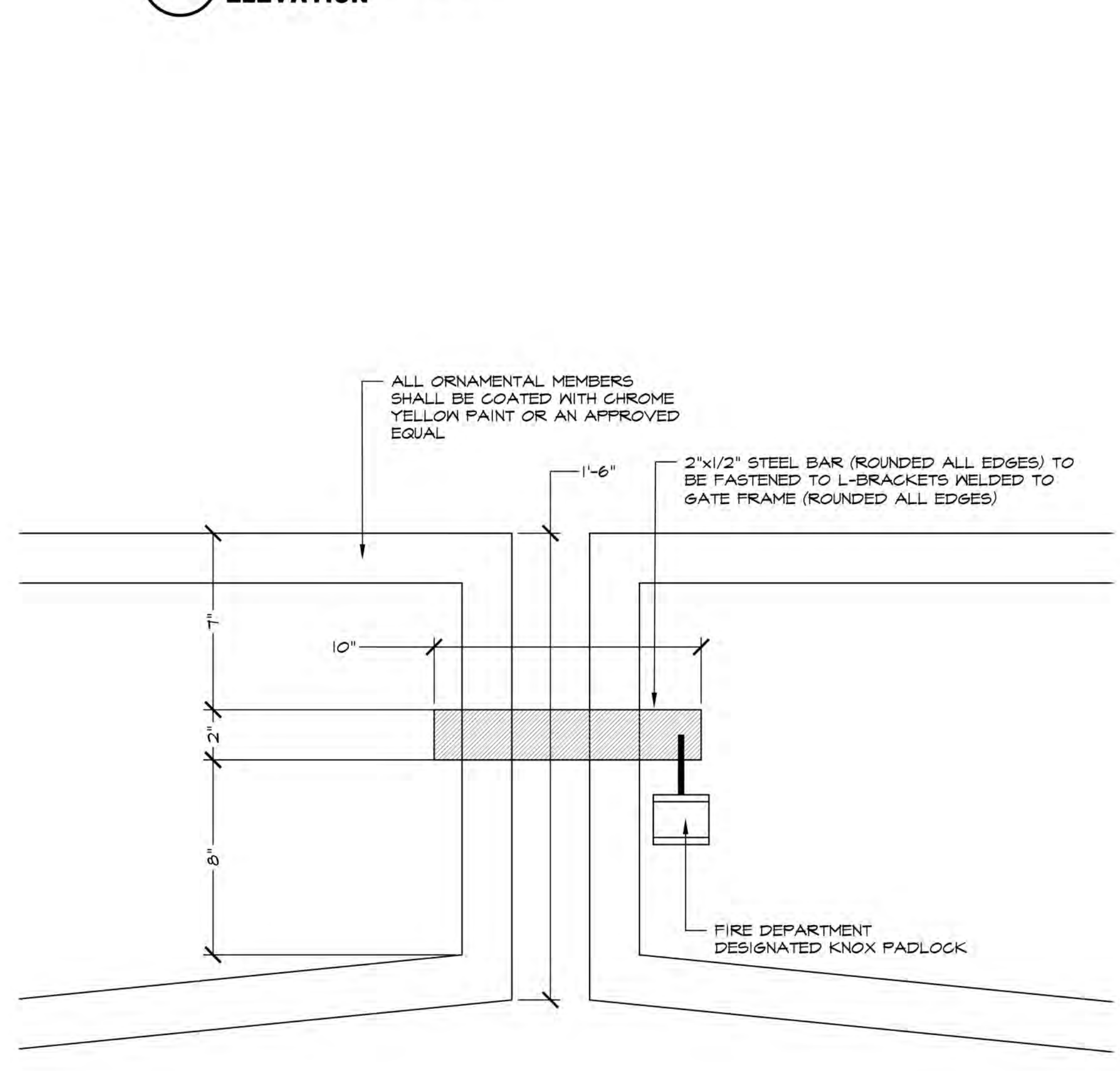
PLAN REVIEW	REVISIONS	BY	DATE

PROJECT
TBI009
SHEET
EXHIBIT-2



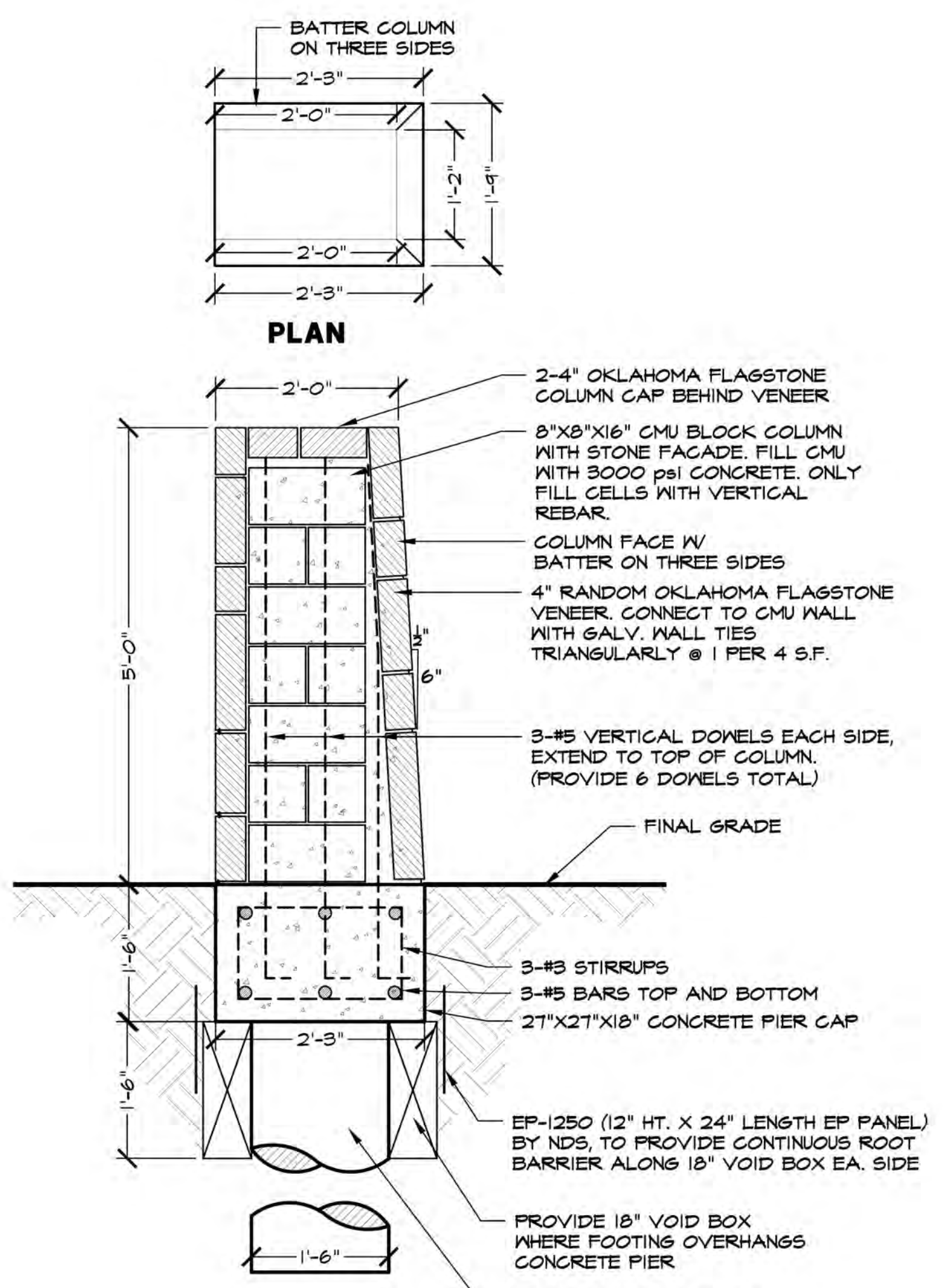
1 SECURITY GATE ELEVATION

SCALE: 3/4" = 1'-0"



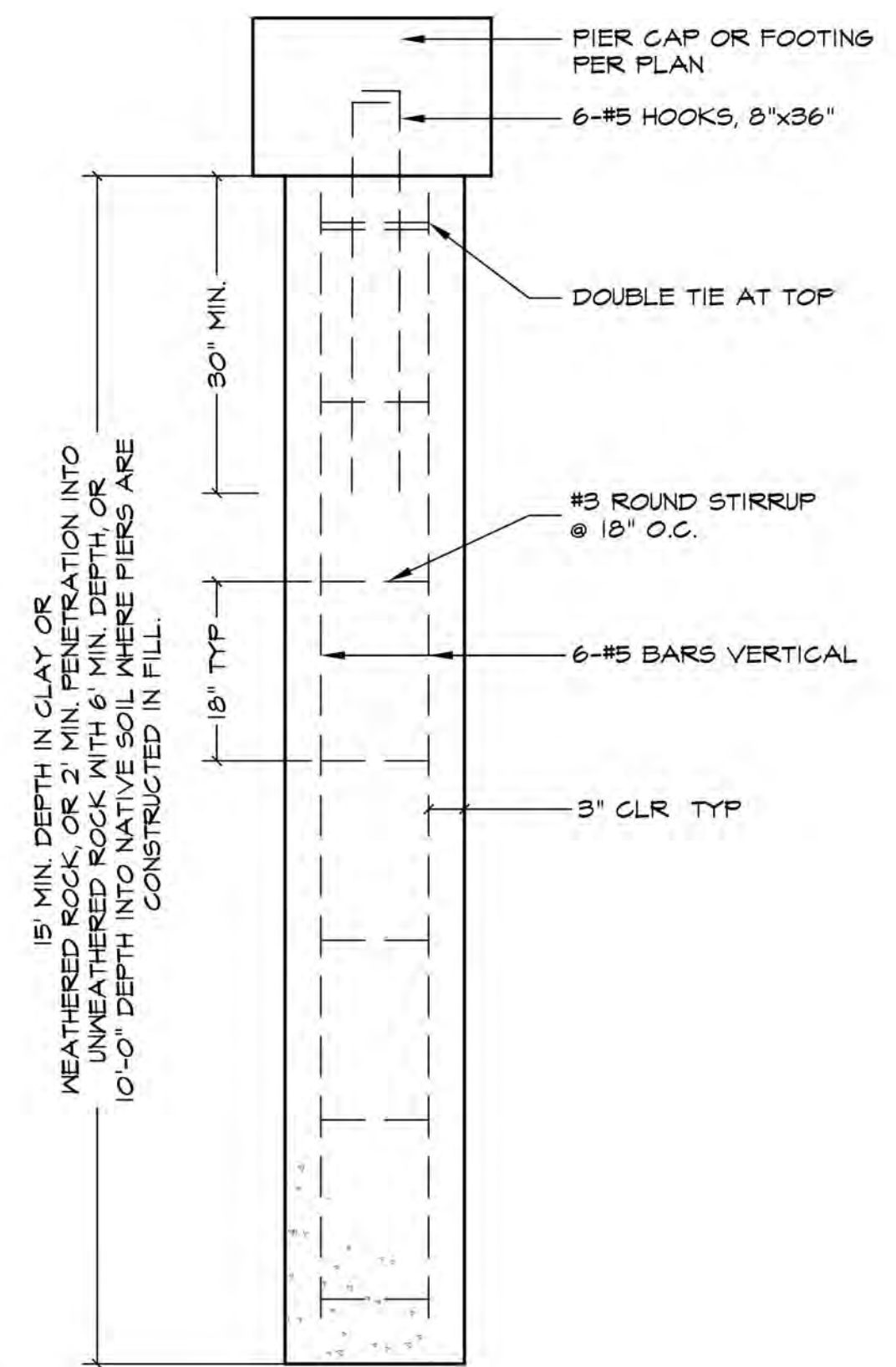
2 SECURITY GATE ENLARGEMENT ELEVATION

SCALE: 3/4" = 1'-0"



3 5'-0" STONE COLUMN PLAN/SECTION

SCALE: 3/4" = 1'-0"



4 PIER (18" DIA.) SECTION

SCALE: 3/4" = 1'-0"

Tommy Dalton

From: Melanie Carr
Sent: Wednesday, April 05, 2017 7:13 AM
To: Tommy Dalton
Cc:
Subject: RE: Creekside Phase III Plat - specifically ROW connecting Bakers Branch to Creekside - help?

Tommy,

Thank you for taking the time to review our request and get back to me.

After talking with a few of the neighbors who attended that meeting with me as well as a few others who live on Currant Way who are directly affected by all this, I am requesting a face-to-face meeting with yourself, the Mayor, and the Town Manager so we can talk through what was said before, and review the meeting minutes and video of the discussion (where it seems obvious that the intent of the entire Council was for the last resort to be that the road would be public access – noting that the fire chief said emergency access was fine for them, the Council noted that would be cheaper for the developer to develop anyway, and it would satisfy the concerns of the homeowners directly adjacent and most affected by this added roadway), and see how this could be reconsidered.

Please let me know if I need to contact someone else in order to schedule such a meeting or if that is something you are able to set up for us.

Thank you for your help in this matter.

Sincerely,
Melanie Carr
Bakers Branch HOA, president

From: Tommy Dalton [mailto:tommy.dalton@flower-mound.com]
Sent: Tuesday, April 4, 2017 1:58 PM
To: 'Melanie'
Subject: RE: Creekside Phase III Plat - specifically ROW connecting Bakers Branch to Creekside - help?

Melanie,

The connection is not being constructed as an emergency access only connection. Although there was discussion during the meeting, the motion did not include the emergency access only limitation. Therefore, the Town cannot legally force the developer to construct an emergency only connection. Action was alluded to by several councilmembers on requiring a gate or other measure, but no action was actually taken in the motion. The Town still believes the connection is necessary for interconnectivity and fire access.

Another board member of Bakers Branch reached out to the Town regarding safety concerns at Big Horn and Gerault. This connection would provide another means of ingress/egress for the existing residents to Garden Ridge. Has there been any further discussion about that?

Tommy Dalton, AICP
Assistant Town Manager

Town of Flower Mound

972-874-6079



From: Melanie Carr
Sent: Monday, April 03, 2017 5:19 PM
To: Tommy Dalton
Subject: FW: Creekside Phase III Plat - specifically ROW connecting Bakers Branch to Creekside - help?

Mr. Dalton,

I have not received a response yet from Mr. Bauer, Mr. Anderson or Mr. Pegg regarding the below email with questions about the planned connector road between Bakers Branch and Creekside Phase III – connecting Currant Way to the Creekside neighborhood via Kings Lane Drive.

Is there someone else I should contact regarding this issue in order to obtain clarification and ask about the process for leaving this ROW as an emergency only access as opposed to a public access road.

Thank you for your help and direction.

Sincerely,
Melanie Carr
Bakers Branch HOA, president
www.bakersbranchhoa.com

From: Melanie Carr
Sent: Tuesday, March 28, 2017 1:00 PM
To: 'David Bauer' <david.bauer@flower-mound.com>; 'Brent Anderson' <brent.anderson@flower-mound.com>; 'robert.pegg@flower-mound.com' <robert.pegg@flower-mound.com>
Cc: 'Mike Boswell' <mike.boswell@flower-mound.com>

Subject: Creekside Phase III Plat - specifically ROW connecting Bakers Branch to Creekside

Dear sirs,

With the construction of Creekside Phase III getting started, myself and our neighbors have some serious concerns regarding the construction of the ROW Kings Lane Drive between our homes in Bakers Branch and the Creekside neighborhood.

After attending P&Z and Town Council meetings back in 2012 when this roadway was first suggested with initial plans for the neighborhood development, we were assured by Town Council in their meeting on August 20, 2012 (see meeting minutes attached – specifically pages 22 and 23 primarily) that the best way for both neighborhoods and emergency services to be served by this ROW was for it to be an emergency access only, with more detailed description provided in their discussion at the meeting as noted in the attached minutes.

Could you please respond right away with whether this will be built as an emergency access or if we need to quickly round up other resources to try and help us return things to that plan before construction proceeds too far?

Thank you for your time and consideration, and I look forward to hearing back from you as soon as possible.

Sincerely,
Melanie Carr
Bakers Branch HOA, president

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. 06-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING A PROGRAM FOR IMPLEMENTING NEIGHBORHOOD TRAFFIC MANAGEMENT IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, residents in several neighborhoods in the Town have concerns regarding excessive traffic volume and traffic speeds within their neighborhood; and

WHEREAS, the Town desires to establish certain parameters or criteria that may be relied upon by the Town's residents and Town staff to address neighborhood traffic problems that may exist in Flower Mound; and

WHEREAS, the decision regarding whether certain types of measures should be utilized to address neighborhood traffic problems shall fall within the sole discretion of the Town Council, only, and shall be performed on an individual case by case analysis; and

WHEREAS, by Resolution 34-06, The Town previously adopted a Neighborhood Traffic Management Policy; and

WHEREAS, the Town now desires to replace its Neighborhood Traffic Management Policy and adopt a Neighborhood Traffic Management Program.

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

SECTION 1

The Neighborhood Traffic Management Program attached hereto as Exhibit A is hereby adopted as the Town's official statement regarding application, eligibility criteria, responsibilities for implementation, survey procedures and funding options to address neighborhood traffic concerns or inappropriate traffic characteristics on local residential streets.

SECTION 2

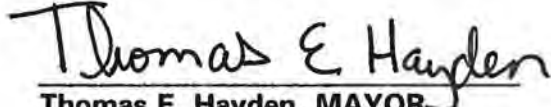
This resolution shall become effective immediately from and after its passage and it is accordingly so resolved.

RESOLUTION NO. 06-14

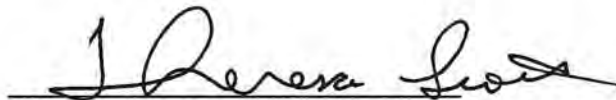
PAGE 2

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE
TOWN OF FLOWER MOUND, TEXAS, ON THIS 2ND DAY OF JUNE 2014.

APPROVED:


Thomas E. Hayden, MAYOR

ATTEST:

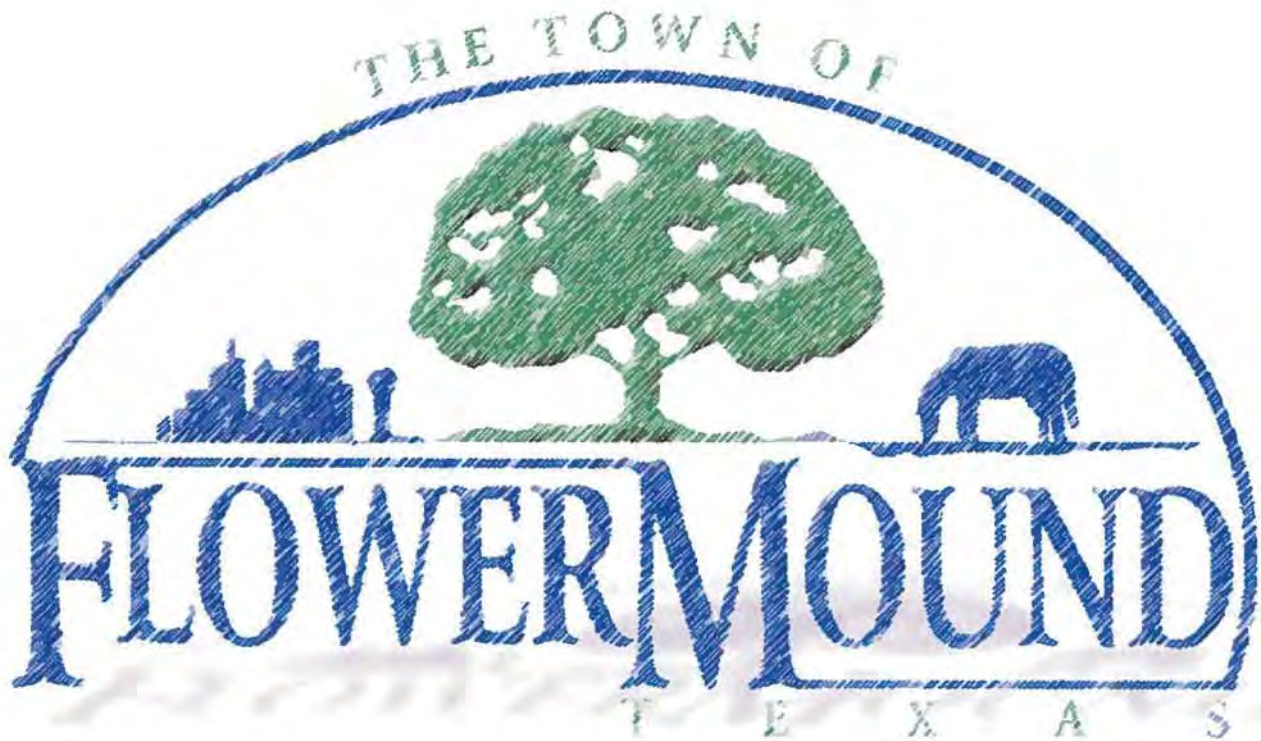

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, TOWN ATTORNEY

Exhibit A

**Flower Mound
Texas**



**NEIGHBORHOOD TRAFFIC MANAGEMENT
PROGRAM**

Town of Flower Mound
Engineering Services
2121 Cross Timbers Road
Flower Mound, TX 75028
972-874-6310
www.flower-mound.com

Exhibit A

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DEFINITIONS

- **85TH Percentile Speed** – Speed at which 85% of the traffic is traveling at or below. The 85th percentile speed is used as a benchmark at which most drivers are comfortable driving. It is also deemed as the reasonable, prudent and safe speed at which to drive on a roadway.
- **ADT** – Average daily traffic volume of a roadway, typically measured during a weekday.
- **Alignment** – The horizontal alignment of a roadway is comprised of curves and tangents (straightaway)
- **Appeal** – The process by which an individual, group, or entity obtains formal review of a decision.
- **Approach Volume** – The volume of traffic that approaches an intersection.
- **Arterial** – Major roadway mainly serving through-traffic; takes traffic to and from expressways and freeways; provides minimal access to adjacent properties.
- **Capacity** – The number of vehicles that can traverse a point or section of a lane or roadway during a set time period under prevailing roadway, traffic and control conditions.
- **Chicanes** – Curb extensions that alternate from one side of the roadway to the other, forming an s-shaped curve.
- **Chokers** – Narrowing of a street at an intersection, mid-block or a segment of a street in order to reduce the width of the travel way by construction of a wider sidewalk or landscape area.
- **Collector Street** – Roadway that collects and distributes local traffic to and from arterial streets, and provides access to adjacent properties within a neighborhood.
- **Decision Package** – A mechanism for Town staff to request a one-time funding request through the budget process. Town Council has approval authority.
- **Diverter** – Barriers placed diagonally across an intersection, blocking certain movements.

Exhibit A

- **Dynamic Speed Limit Sign** – Displays the speed of the approaching vehicle. May be temporary or permanent.
- **Grade** – The degree of inclination of the roadway.
- **Intersection** – Any at grade connection with a roadway, including two roads or a driveway and a road.
- **Median** – That portion of a divided highway separating the opposing traffic flows. A median may be traversable or non-traversable.
- **Neck-down/bulb out** – Physical curb reduction of the roadway width at an intersection by widening of the street corner.
- **Non-Traversable Median** – A physical barrier in a roadway or driveway that separates vehicular traffic traveling in opposite directions. Non-traversable medians include physical barriers (such as concrete barrier, a raised concrete curb and/or island, and a grass or a swale median) that prohibit movement of traffic across the median.
- **Pace speed** – A 10 mph speed range containing the largest number of vehicles.
- **Parkway** – An area between the edge of pavement and the right-of-way which is typically reserved for a landscape buffer and utilities.
- **Projected Traffic Volumes** – The number of vehicles that are expected/calculated to exist on streets after completion of the project.
- **Residential Driveway** – Provide access to a single-family residence, a duplex, or a multi-family building containing five or fewer dwelling units.
- **Roadside Friction** – Describes the density of the development adjacent to the roadway that generates traffic which effects traffic flow on the roadway.
- **Sight Distance** – The distance visible to the driver of a passenger vehicles measured along the normal travel path of a roadway from a designated locations and to a specified height above the roadway when the view is unobstructed by traffic. Measured using the American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design.

Exhibit A

- **Speed Cushions** – A series of three small speed humps extending across a roadway that reduces vehicle speeds, but allows for emergency vehicles to straddle them as to not slow response time.
- **Speed Hump** – A raised pavement area extending across a roadway for the purpose of slowing or discouraging traffic.
- **Stopping Sight Distance (SSD)** – The distance required by a driver of a vehicle, traveling at a given speed, to bring the vehicle to a stop after an object on the roadway becomes visible. SSD is measured using AASHTO Policy on Geometric Design guidelines.
- **Study Area** – The boundaries in which the traffic study is conducted. An example of a study area is shown in Appendix D.
- **Texas Manual on Uniform Traffic Control Devices (TMUTCD)** – State of Texas Manual that provides guidance, standards, and options for traffic control devices on public roadways.
- **Traffic Calming** – Combination of mainly physical measures that alter driver behavior by reducing speeding or cut-through traffic.
- **Traffic Circle** – A small circular island placed in the center of an existing street intersection.

CHAPTER 1

INTRODUCTION

General

Local and collector neighborhood streets are multipurpose roadways, shared by pedestrians, bicyclists, passenger vehicles, and trucks. On a majority of neighborhood streets, these various users exist harmoniously. However, traffic concerns can arise. These concerns are often related to traffic volume, vehicular speed, roadway geometry, and vehicle/pedestrian conflicts. The Neighborhood Traffic Management Program (NTMP) was created to address these traffic concerns in the residential areas of Flower Mound. The Town of Flower Mound retains the authority to install or remove traffic control or calming devices for cause independent of the guidelines and procedures set forth in this NTMP.

Goals of the Program

The primary goal of the NTMP is to design and create streets that are attractive, functional and safe. In order to meet this goal, it may be necessary to modify driver behavior through revisions to the street environment. The NTMP integrates street design with the local environment through an emphasis on community-based solutions that improve safety.

The NTMP goals are as follows:

- Promote public awareness with respect to causes and appropriate solutions for neighborhood traffic concerns.
- Identify roles of residents, resident representatives, and the Town of Flower Mound in addressing traffic-related concerns in neighborhoods and encourage neighborhood involvement as part of the solution to traffic-related concerns.
- Create clear policies and guidelines for submission of resident traffic requests and the processing of those requests by Town staff.
- Discuss advantages/disadvantages of potential solutions for traffic concerns.

There are seldom simple solutions to the problems addressed in this document. For example, the Police Department does not have the resources to issue citations for every speeding or parking violation that occurs. Additionally, the need for short

Exhibit A

response times by emergency vehicles can be in conflict with local residents' desire to slow street traffic. These are complex issues that have to be looked at from many different perspectives to come up with balanced solutions. The Town of Flower Mound intends to establish a framework through this program that allows constructive relationships between local residents and the Town for solving traffic-related concerns in neighborhoods.

Overview of Policies and Procedures

The Town of Flower Mound receives an ever increasing number of requests each year from residents dealing with traffic-related concerns. Neighborhood traffic issues generally fall within four categories:

1. Vehicles exceeding the posted speed limit
2. Cut-through traffic
3. Parked cars impeding the traffic flow
4. Occurrence of accidents or "near" accidents.

The Town of Flower Mound uses the following traffic management strategies for handling identified traffic concerns such as those mentioned above:

- Establishing (revising) and enforcing general laws and ordinances pertaining to speed limits, intersection control and parking regulations.
- Educating residents to better understand the causes of traffic concerns, potential solutions to those concerns, and the advantages/disadvantages of implementing these solutions
- Installing traffic control devices that provide specific regulatory, warning, or guide messages to motorists judiciously and in conformance with the TMUTCD.
- Installing traffic calming design features that manage the physical movement of vehicles or pedestrians within the roadway or within a neighborhood when the first three strategies above have proven ineffective.

When a potential traffic-related concern is reported to the Town or is observed by Town staff, the first step that the Town will take is to quantify the extent of the situation. Depending on the site-specific circumstances, one or more of the

Exhibit A

following pieces of information may be required to fully assess the situation: traffic volume counts, traffic speed survey, accident records, and reports of problems from Town staff (i.e. traffic citations, difficulties responding to emergency calls, and/or enforcement requests).

To be considered for the NMTP, an initial request for the mitigation of an adverse traffic-related issue must originate by the submittal of an application signed by at least 5 households or 10% of the households, whichever is greater, whose property is abutting the requested street segment. The application must state the reason for the application, and the street(s) being considered.

This information will be used to evaluate traffic requests and identify potential solutions to the nature of the concern.

If speeding is reported, staff will review the collected information and verify the speed limit, which is set by Town ordinance unless set by prima facie speed limit by the State. The next step is to evaluate the concern in terms of the traffic management strategies described previously. The Police Department would be informed of the speed data and determine if an increased enforcement presence should be attempted. The installation of specific warning, regulatory, and/or guidance signage or markings could also be considered by the Engineering Services Division at this time.

If actions described above are not effective in reducing the speeding concern, the Engineering Services Division will consult with the neighborhood representative to help establish a Neighborhood Traffic Volunteer Program. In this program, volunteers would pass out flyers around the neighborhood informing residents of the specific traffic concerns that are occurring and behaviors that are needed to correct the concerns. Any flyers will be prepared by the neighborhood representatives with assistance from the Engineering Services Division.

The site could be eligible for installation of traffic calming devices to attempt to reduce vehicles speeds. The specific guidelines are presented in Chapter 4. In general, for a specific device to be installed, the following must occur:

1. The Engineering Services Division must determine the appropriate devices for the identified concern.
2. The Engineering Services Division must determine where the proposed device should be located.

Exhibit A

3. Residents potentially affected by the installation must indicate that they support the proposed location and installation of the devices through a survey/petition prepared by the Town of Flower Mound. The survey/petition could be distributed by a neighborhood representative or mailed out by the Town. The survey will also contain information about any funding responsibilities the residents have for the installation of the device.

CHAPTER 2

TRAFFIC CONTROL DEVICES

General

The Town of Flower Mound has the authority to set speed limits, locate intersection controls (stop signs and traffic signals), and designate areas for parking restrictions by ordinance or Town Manager Communication depending on the type of control. The Engineering Manager or designee recommends traffic control devices which are in compliance with the TMUTCD. The TMUTCD provides statewide standards, guidance, and options for traffic control devices on public roadways. To be effective, traffic control devices should meet five basic requirements:

1. Fulfill a need
2. Command attention
3. Convey a clear, simple meaning
4. Command respect from roadway users
5. Give adequate time for proper response

The decision to use a traffic control device should be made on a basis of either an engineering study or the application of engineering judgment.

Speed Limits

According to the TMUTCD, the following factors should be considered in an engineering investigation to determine the proper speed limit:

1. Road surface characteristics, shoulder condition, grade, alignment, and sight distance
2. The 85th percentile speed and the pace speed
3. Roadside development and culture and roadside friction
4. Safe speed for curves or hazardous locations within a zone
5. Parking practices and pedestrian activity

Exhibit A

6. Reported accident experience for a recent 12-month period.

In accordance with Texas motor vehicle laws and Town ordinance, the prima facie speed limit on Town streets is 30 mph, unless there is a specific ordinance that designates a different speed limit on a street. The typical Flower Mound residential street is 30 mph. However some streets have been lowered to 25 mph that are within $\frac{1}{4}$ mile of a school property or temporarily within $\frac{1}{4}$ mile of a major construction project. Other streets may have been lowered through an exception to the $\frac{1}{4}$ mile boundaries. Other streets have been lowered to less than 25 mph based on the characteristics above.

The Texas Department of Transportation (TxDOT) sets speed limits on State-maintained roadways within the Town. The speed limit in public alleys has been designated as 10 mph as per the Town's code of ordinances. The Town generally will sign the entrance to a subdivision with the legal speed limit. If all of the streets are 30 mph, the speed limit may not be signed as this is the prima facie speed limit and not required to be signed.

The Engineering Services Division, through the assistance of the Public Works Department, can determine if a speeding problem exists by conducting a traffic study. A speeding problem is indicated on a residential street if the 85th percentile speed is equal to or greater than 5 mph over the posted speed limit. If a speeding concern is determined from the traffic study, the following three steps may be taken to address the problem:

1. The Police Department will be informed of the problem and increased enforcement of the existing speed limit may be implemented. The Police Department may deploy their radar trailers as well.
2. The Engineering Services Division will determine if additional signage is needed, such as speed limit, warning signs, or pavement markings. Engineering Services Division may request a radar trailer also be deployed. Guidelines for the installation of signage and markings are discussed later in this chapter.
3. The Engineering Services Division will consult with the neighborhood representatives, generally set up by the Homeowners Association (HOA) to set up a Neighborhood Traffic Volunteer Program. Details of this program are discussed in Chapter 3.

Exhibit A

A street will be eligible for reevaluation of the speed limit on an annual basis or as changing roadway conditions dictate. All traffic studies will be conducted in accordance with established engineering practice and guidelines.

Keep Kids Alive Drive 25 Program

This program is a non-profit organization founded in 1998 in Omaha, Nebraska and is a safety campaign educating neighborhood residential drivers to observe the speed limit. Neighborhood residents can purchase the speed limit signs through the Keep Kids Alive website, www.keepkidsalivedrive25.org/, and have the signs installed on their private property and not in the right-of-way. The 25 mph informational signs will not be enforceable.

Intersection Controls

Intersection controls establish the right-of-way for motorists, improve traffic flows, and reduce intersection delays. Examples of intersection control include yield signs, stop signs, traffic signals, and turn prohibition signs. The TMUTCD has very specific guidelines and criteria for the proper use and placement of intersection controls. For instance, the TMUTCD states that stop signs should not be used for speed control.

Requests for review of intersection controls will be referred to the Engineering Services Division. A traffic study will be conducted to determine if a change in traffic controls is warranted at an intersection using the criteria in the TMUTCD. The traffic study will include the measurement of traffic volumes on all approaches, sight distance, motor vehicle delay, and accident records for the intersection. If the Engineering Services Division determines that changes to the controls at an intersection are warranted, appropriate action will be taken.

Parking Restrictions

Traffic concerns can also be caused by parking practices. For instance, traffic around schools can be problematic if motorists double park or stand in driveways while dropping children off or picking them up. Parking restrictions may become necessary to keep streets open for emergency vehicles, or address sight visibility concerns.

Most residential streets are designed to have on-street parking on both sides of the street and one through traffic lane in the center. On-street parking has an added benefit of lowering traffic speeds on residential streets. Wide open streets tend to encourage drivers to drive more quickly.

Exhibit A

Requests for parking restrictions will be referred to the Engineering Services Division. The Engineering Services Division will examine the situation and consult with the Public Safety Departments to determine if emergency service vehicles have been experiencing problems or if potential problems exist.

Warning and Guide Signs

Most traffic controls involve the use of signs (for example, stop signs, no parking signs, speed limit signs). In addition, a number of warning and guide signs, such as "Dead End," "No Outlet," or street name signs are also available for use by the Town. The Town of Flower Mound complies with the TMUTCD for proper size, pattern, and location of all traffic signs.

As mentioned in the Speed Limits section of this Chapter, the Town of Flower Mound does not place speed limit signs on all streets because sign installation and maintenance are costly, signs can distract from the aesthetic appeal of a neighborhood, and the overuse of speed limit signs limit their usefulness. The Town of Flower Mound Engineering Services Division must carefully examine each request for signage to determine if it complies with the TMUTCD.

Request for installation of traffic signs will be processed in the order they are received and as resources become available to investigate and perform the traffic study.

Pavement Markings

Pavement markings enhance roadway delineation. The addition of audible and tactile features such as centerline stripes or raised reflective buttons alert the driver of his/her path.

Requests for installation of pavement markings will be processed in the order they are received and as resources become available to investigate and perform the traffic study.

CHAPTER 3

RESIDENT ROLES IN THE PROGRAM

Goals

Two of the goals of the Neighborhood Traffic Management Program are:

1. Promote public awareness as to the causes of and appropriate solutions to neighborhood traffic problems.
2. Encourage residents to take an active role in achieving the solutions for neighborhood traffic problems.

Neighborhood Traffic Volunteer Program

Upon completion of the traffic study, a Town representative will review the findings of the study with the neighborhood representatives. If remedial action is recommended, a Neighborhood Traffic Volunteer Program (NTVP) may be formed. If the neighborhood has an already established HOA, the HOA will serve as the NTVP.

The intent of the NTVP is to assist in solving of traffic problems within the neighborhoods. The most successful programs are a shared effort with all the parties involved. The main responsibility of the neighborhood volunteers will be to pass out information about the specific traffic problems and, if applicable, how neighborhood residents can help to correct the concerns.

Surveys

Circulation of surveys is an effective method to gauge neighborhood support for a change in traffic control. When streets are to be physically altered by a traffic calming project, the Town or neighborhood representatives will pass out a two part survey prepared by the Town. The survey must be distributed to potentially affected residents to determine the level of support for the proposal.

The survey will detail what devices are under consideration, their proposed locations, the potential advantages and disadvantages of the device, and what funding is required from the neighborhood. Completed surveys will be returned to the Town of Flower Mound for validation and further processing. Survey requirements are discussed in detail in Chapter 4.

Exhibit A

Requests for removal of traffic calming devices must follow the same survey process used by the residents for installation of the traffic calming device.

Funding for Installation of Traffic Calming Devices

When the installation of a traffic calming device is determined to be appropriate under the NTMP guidelines, the neighborhood will be responsible for providing any required funding in the event the Town has not appropriated sufficient funds for installation. The level of neighborhood funding participation is determined on a case by case basis depending on the cost of the device and the amount of Town funds available for the Project. If sufficient Town funding is not available, a Decision Package will be submitted for the next fiscal year to pay for installation. In the alternative, the neighborhood that is affected may choose to pay the necessary costs to install the traffic calming device; however, if the neighborhood is unwilling or unable to pay such costs, the project will be put on an approved list until sufficient Town funding becomes available.

The cost of the transportation engineering studies and maintenance of the traffic calming device is the responsibility of the Town, excluding any landscaping. Landscaping will be the responsibility of the HOA or individual property owner.

CHAPTER 4

TRAFFIC CALMING DEVICES

General

Traffic calming devices are physical measures that alter driver behavior, and improve conditions for the non-motorized street users. Traffic calming devices are intended to be self-enforcing. There are numerous devices in use around the world, such as speed cushions, speed humps, traffic circles, roundabouts, and chokers. Appendix A contains many examples of traffic calming devices, lists some device specific criteria which go beyond the general requirements of this chapter, addresses some advantages and disadvantages for each device, and gives approximate costs for installing each device.

The Town of Flower Mound receives numerous requests for installation of traffic calming devices. Neighborhood traffic concerns reported to the Town of Flower Mound will be processed as detailed in the preceding chapters. Only when the Engineering Services Division determines that the installation of a traffic calming device is appropriate will the following guidelines in this chapter be applicable.

Overview

The following factors should be considered prior to the installation of any traffic calming device:

1. Impact on vehicles, motorcyclists, bicyclists and pedestrians
2. Drainage patterns
3. Vehicular speeds and volumes
4. Other streets or alleys from diverted traffic
5. Emergency response vehicles
6. Street maintenance activities
7. Neighborhood support of the device

Exhibit A

Traffic calming devices installed in public streets are designed to not inflict damage to passing vehicles or cause drivers to lose control of their vehicles if they are driving at a reasonable speed for the conditions.

Eligible Streets

The first step in the device installation process is for the Engineering Services Division to determine whether a specific street is eligible for consideration. Streets meeting the following criteria shall be considered for traffic calming device installation:

1. The streets are paved and constructed on dedicated right-of-way.
2. The property adjacent to the street is either wholly or primarily residential.
3. The street is not adjacent to open space, parks, public school grounds, etc. where drive around problems are likely. (See Appendix B for examples of drive around problems.)
4. The street is not scheduled to be repaired or reconstructed within the next two years in accordance with the Town's Capital Improvement Program.
5. The street is not designated as a primary emergency route by the Public Safety Departments unless those departments grant an exception.
6. The street is not designated as a thoroughfare street on the Town of Flower Mound's most current Thoroughfare Plan. (Appendix C contains a copy of the Thoroughfare Plan and will be updated as the Town approves new Thoroughfare Plans.)

Streets that meet the six criteria listed above shall also meet one of the following volume and speed criteria to be eligible for a traffic calming device installation:

- a. The street has an ADT of between 500 and 2,500 vehicles per day;

or

- b. The 85th percentile speed of vehicles traveling on the street exceeds the posted speed limit by at least 5 mph.

Exhibit A

Location of Devices

The locations for traffic calming device installation are subject to the following conditions, as determined by the Engineering Services Division:

1. Adequate stopping sight distance

Adequate sight distance must exist at the desired location to safely accommodate traffic operations after device installation.

2. Adjacent resident concurrence

A traffic calming device shall only be located adjacent to or within 100 feet, as measured along the right-of-way, of a property owner that approves the placement of the device.

3. Distance to driveways, alleys, streets or other devices

Traffic calming devices shall be located at least 20 feet from the nearest driveway or intersecting alley segment, or 100 feet of an intersecting street.

Spacing of devices will be determined by the Engineering Services Division. Some device specific spacing criteria are listed in Appendix A. For example, street speed cushions should typically be installed no closer than 300 feet to an adjacent speed cushion.

4. Street Steepness

Some devices, such as speed cushions, cannot be installed on steep streets. The grade of street must be less than 6%

5. Street alignment

Traffic calming devices will not be installed in locations where horizontal or vertical curves could cause a vehicle traveling at a prudent speed to lose control when traversing the device.

Exhibit A

6. Drainage

Traffic calming devices may have a negative effect on storm water drainage. Care must be taken to ensure that the device does not cause an existing drainage problem to worsen or create a new and unacceptable drainage problem.

Survey Procedure

Resident support is a major factor for traffic calming device installation. When the Engineering Services Division finds that a device is appropriate and meets all of the standards above, residents potentially affected by the installation must also indicate that they support the proposed location and installation of the device through two surveys prepared by the Town. The scope of the survey process is as follows:

Survey Area

1. Survey Area 1 shall include all single family homes whose front, rear, or side yard adjoins the street or alley segment in which a proposed device would be located, as well as those homes which adjoin streets or alleys on which traffic may be diverted if the proposed traffic calming device is installed.
2. Survey Area 2 shall include all homes on the street or alley segment in which a proposed device would be located. This is to indicate support for the installation of the proposed devices adjacent to or in front of their home.
3. The Engineering Services Division will determine the two required survey areas. (See Appendix D for an example of how a survey area will be determined.)

Survey Form

- A survey form will be provided by the Town for the collection of signatures. This form will include a brief description of the request, traffic operation considerations, and instructions to the residents.
- For each street address included in the survey area, the following information must be included: street address, printed name of resident, signature of resident, and a preference (SUPPORT, OPPOSE, NO PREFERENCE).

Exhibit A

- Up to three (3) months will be permitted for the collection of necessary signatures and survey submission to the Town. If the necessary number of signatures is not collected within this time period, a new survey must be completed.

Required Percent of Support

- At least **80%** of the homes in both survey areas must indicate support of the proposed traffic calming device (100% for full street closure). Only the "Support" preferences on the survey will be included in the calculation of the required level of support. The "Oppose" or "No Preference" indications will not be used in this calculation. If conflicting votes are received from individuals in a single home, the entire home will be registered as a vote opposed to installation.
- The Engineering Services Division will review the submitted survey to verify that the required survey area was included and to determine that at least **80%** of the homes support (100% for full street closure) the installation.

Town Council Approval

After the Engineering Services Division has determined that the installation of a traffic calming device is appropriate, and the survey requirements have been met, the item will be presented to the Transportation Commission for recommendation and then to the Town Council for final approval. No traffic calming device may be installed without the approval of Town Council.

Project Implementation

In order for the installation of a traffic calming device to occur on a street the following actions must occur:

1. When the Town Council has approved the installation of a traffic calming device, the Engineering Services Division will place the street on a list of approved traffic calming projects. The Town will send the neighborhood representative a letter advising him or her of the approved installation request. In the event the Town has insufficient funding for installation of the project, the letter will request that the neighborhood's share of the installation cost be paid to the Town and will include the name, phone number and email address of the neighborhood representative who will be responsible for collecting the funds.

Exhibit A

2. If the neighborhood chooses to pay its funding share for the project, the Town will submit an invoice to the neighborhood representative that will reflect the amount needed. The neighborhood representative will be responsible for submitting a cashier's check to the Town. Upon receipt of the neighborhood's full payment, the traffic calming project will be installed as scheduling permits. If the neighborhood is unwilling or unable to pay its funding share, the project will be delayed until Town funds are available, as described in Chapter 3.
3. The cost for each traffic calming device will be based on the actual cost for a typical installation, including any necessary pavement markings and/or signs. The cost will be established by the Engineering Services Division and will reflect current costs. Appendix A contains a number of typical traffic calming devices and lists the approximate cost of each device, as of the date of publication.

Appeals

An affected neighborhood may file an appeal of the Engineering Services Division's initial determination that a traffic calming device is not yet warranted or appropriate. The appeal shall be submitted in writing with an explanation why the traffic calming device installation process should be initiated. The neighborhood shall designate a representative to present this appeal at the next available Transportation Commission meeting. The Transportation Commission shall make a recommendation to the Town Manager for a decision.

Appeal Guidelines

The following appeal guidelines will be used:

1. Requests for appeals shall be submitted to the Engineering Services Division and shall specify why an appeal is being requested.
2. The appeal will be set on the next available Transportation Commission meeting (Normal meeting dates are the 2nd Tuesday of the month).
3. Recommendation from the Transportation Commission will be forwarded to the Town Manager for a decision.

Exhibit A

4. A formal response to the appeal request will be processed by the Town Manager. The decision of the Town Manager shall be final; provided, however that changing traffic circumstances or the failure of other traffic mitigation strategies may eventually warrant initiation of the traffic calming device process.

Removal and Alteration of Traffic Calming Devices

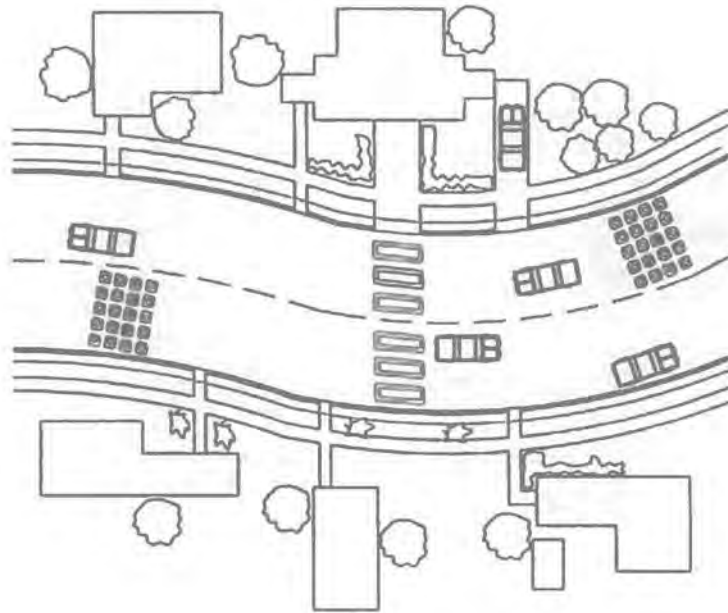
The process for requesting traffic calming device removal or alteration is the same as the process for installation. A traffic engineering study must be performed to determine the need for removal or alteration. A survey must be submitted to the Town with at least **80%** of the homes in the survey areas supporting the requested removal or alteration. The neighborhood's share of the cost of removal/alteration of the device will be determined in the same manner as a new installation.

Exhibit A

APPENDIX A

DETAILS FOR SPECIFIC TRAFFIC CALMING DEVICES

Exhibit A

**RUMBLE STRIPS***Description*

- Dots or strips are glued to the pavement to create a strip that causes the vehicle to rumble as it traverses through them.

Purpose:

-To alert motorists to unusual conditions ahead.

Cost

-Highly variable. Approximately \$1,000 - \$5,000 per location.

Locations:

- 30 mph posted speed - 200' in advance
- 40 mph posted speed - 325' in advance

Positive Aspects

- Vehicles may be slowed down up to 5 mph.
- Driver's attention is alerted to heighten safety.
- Low cost installation than can easily be removed or changed.

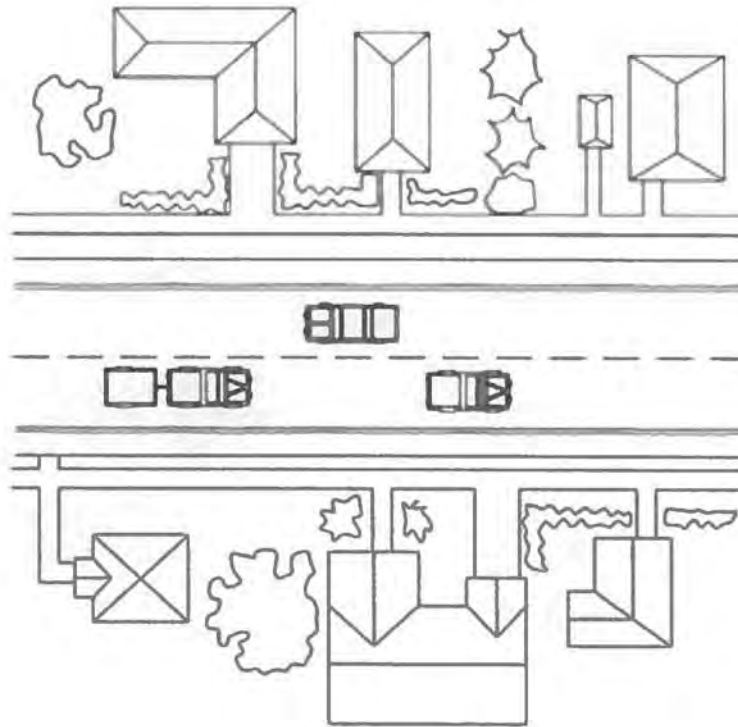
Negative Aspects

- Very high level of noise pollution for adjacent residents.
- High maintenance is required to reattach dots or strips to the pavement.

A-1

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Exhibit A

**NARROWING LANES***Description:*

- Striping is used to create narrow 10 feet wide lanes. This gives drivers the feel of a narrow street that does not lend itself to high speeds.

Cost:

- The costs vary depending on the length of street, but are not anticipated to exceed \$3,000 per mile.

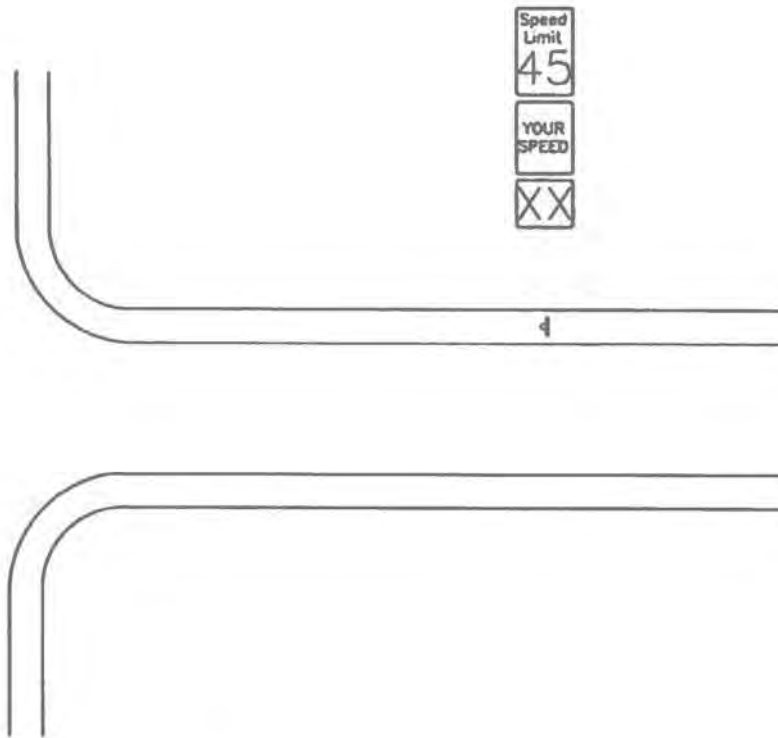
Positive Aspects:

- Changes can be quickly implemented.
- The striping can be easily modified if paint is used.
- Speed may decrease and safety is improved through the provision of positive guidance to drivers.

Negative Aspects:

- Would increase regular maintenance.
- Residents do not always perceive striping is an effective tool for speed reduction.
- Cost of resurfacing residential streets will increase.

Exhibit A

**DYNAMIC SPEED SIGNS***Description:*

- Dynamic Speed Signs display the speed of the oncoming vehicle to make motorist's aware when driving above the speed limit.

Cost- Approximately \$3000 per sign

Positive Aspects:

- Can be quickly implemented.
- slows vehicle speeds.

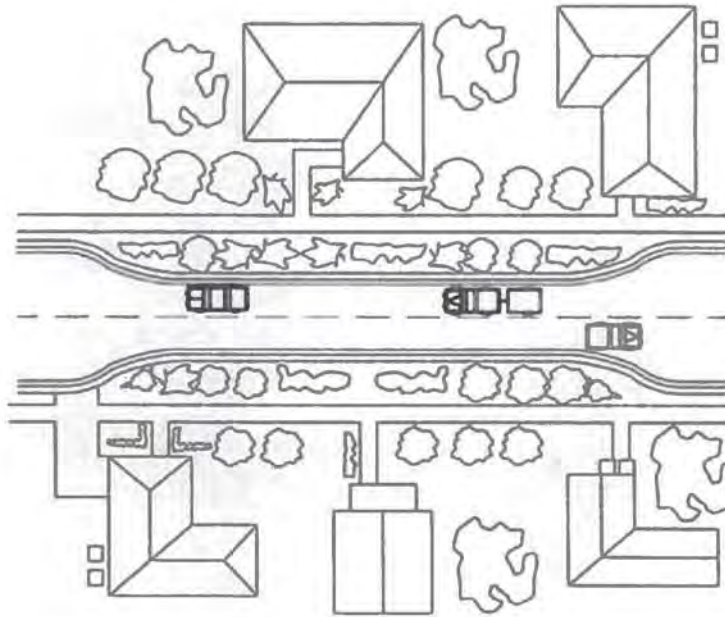
Negative Aspects:

- Would increase regular maintenance.
- Signs may detract from aesthetic quality.

A-3

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Exhibit A

**CHOKERS***Description:*

– Narrowing of a street at an intersection, mid-block or a segment of a street in order to reduce width of the traveled-way by construction of a wider sidewalk or landscape strip.

Cost:

– Highly variable, Approximately \$5,000 – \$20,000 per location.

Positive Aspects:

- Slight slowing is normally the result.
- Shorter pedestrian crossing distances and better motorist–pedestrian visibility of each other.
- Creates added streetscape area for pedestrians and/or landscaping.
- Can discourage truck entry.
- Allows signs to be placed closer to driver's cone of vision.

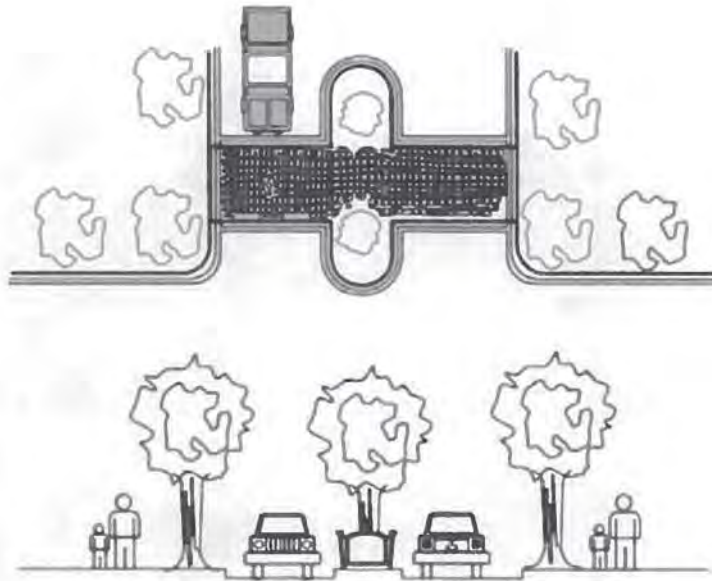
Negative Aspects:

- Potential obstacle for motorist to run into.
- May impede bicycle mobility and safety.
- Can impede legitimate truck movements.
- May require reworking of surface drainage.

A-4

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Exhibit A

**GATEWAYS***Description:*

– A special entrance feature, similar to a choker, that narrows a street at the intersection in order to reduce width of the traveled-way. This is not a gate. Chokers are usually located within the block or at intersections. Gateways are considered more dramatic and provide identity to a neighborhood. The exact configuration of the gateway treatment will depend upon the location of the gateway, i.e., conflicts with driveways. Medians can also be added to street to slow turning movements and enhance the street.

Cost:

– Highly variable, Approximately \$5,000 – \$15,000 per location.

Positive Aspects:

- Creates an identity to a neighborhood.
- Creates added streetscape area for landscaping or monuments.
- Can discourage truck entry.
- Allows signs to be placed closer to driver's cone of vision.

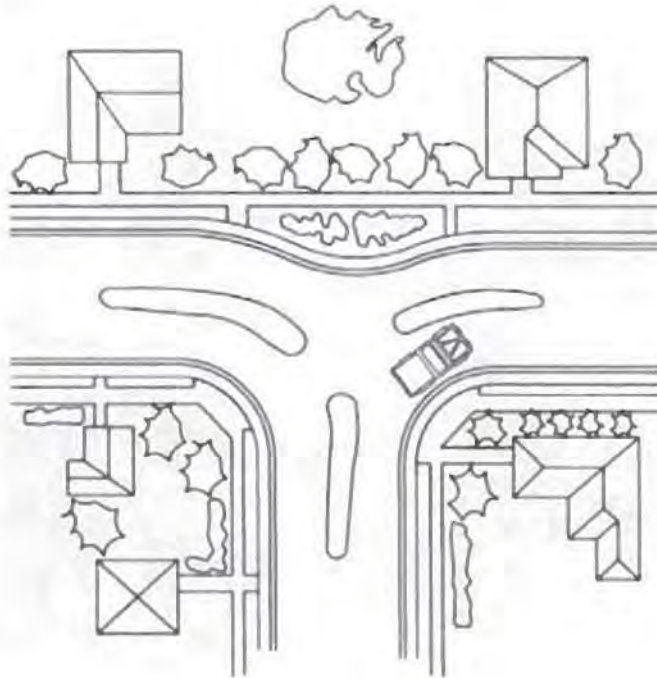
Negative Aspects:

- Can impede legitimate truck movements.
- Increased maintenance costs.

A-5

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Exhibit A

**INTERSECTION CHANNELIZATION***Description:*

- T-intersections are channelized so that vehicles are not traveling in a straight path. This has the effect of slowing vehicles down.

Cost:

-Approximately \$30,000 per location.

Positive Aspects:

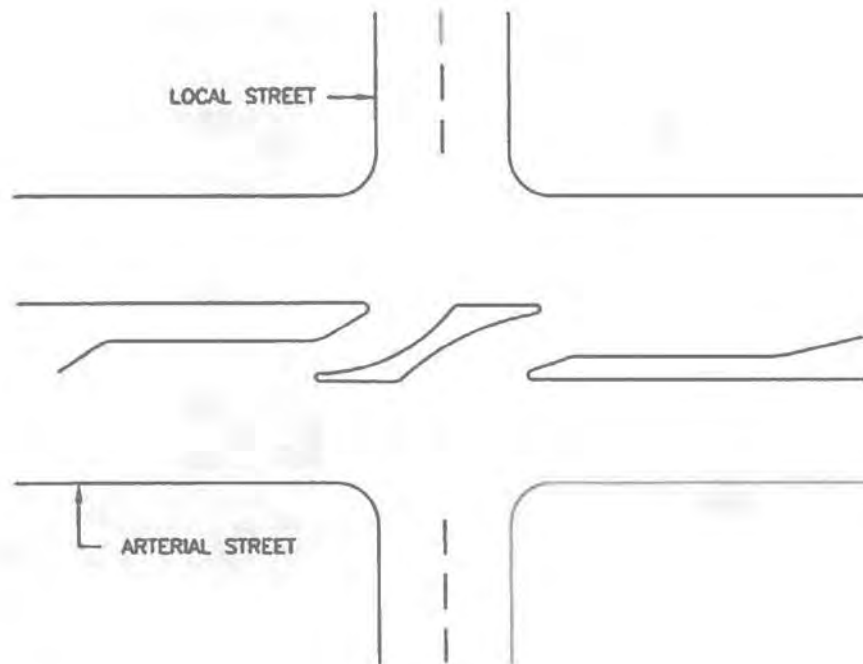
- Slows vehicle speeds.
- No significant impedance of fire and transit service.

Negative Aspects:

- Landscaping and signing/stripping maintenance will be required.
- Loss of on-street parking will occur.

A-6

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MEDIAN BARRIER

Description:

— A physical barrier on a non-local street which can effectively eliminate local street straight-through and left turn traffic across the non-local street. A median barrier can take many forms, ranging from a closely-spaced row of flexible delineator posts to a series of pre-cast curb sections affixed to the pavement to a temporarily-placed but immovable 3' high concrete barrier (K-Rail) to an asphalt/concrete curbed island with or without a decorative landscaping and surface treatment. Costs vary widely among those options. The device is also known as a "worm."

— A full median with no breaks can also be used to prohibit all left turns.

Cost:

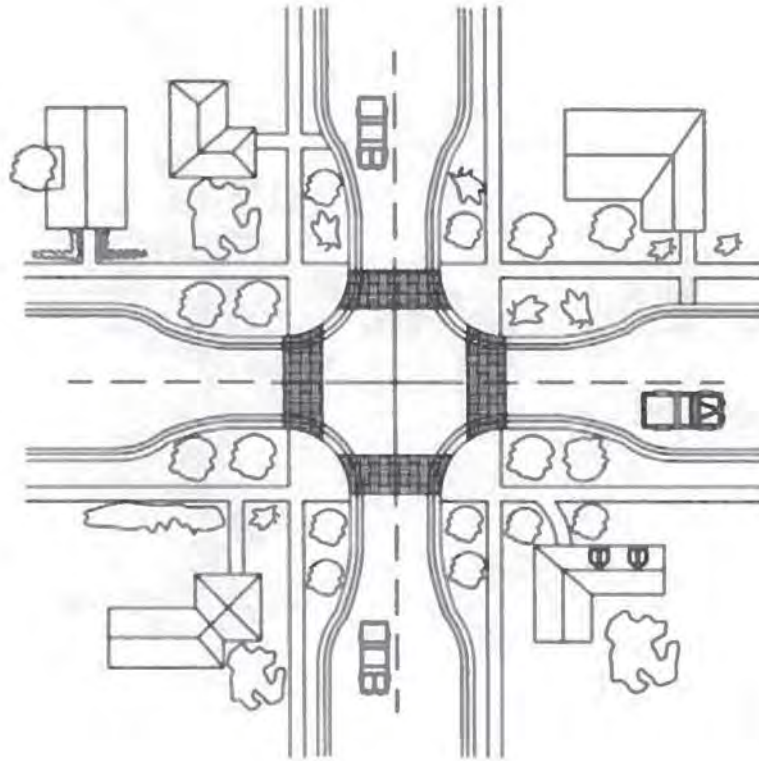
— Highly variable. Approximately \$5,000 to \$20,000 per location.

Positive Aspects:

- Makes the intersection safer by reducing the number of conflicting movements.
- Reduces local street volumes.
- Negates the possible need for future expensive traffic signal.

Negative Aspects:

- The physical barrier may shift traffic to other locations where left turn opportunities exist.
- This tool may inconvenience local residents who will be forced to drive longer more circuitous paths to reach their destination.



NECK DOWNS

Description:

- Physical curb reduction of road width at intersections by widening of street corner to discourage cut through traffic and to help define neighborhoods.

Cost:

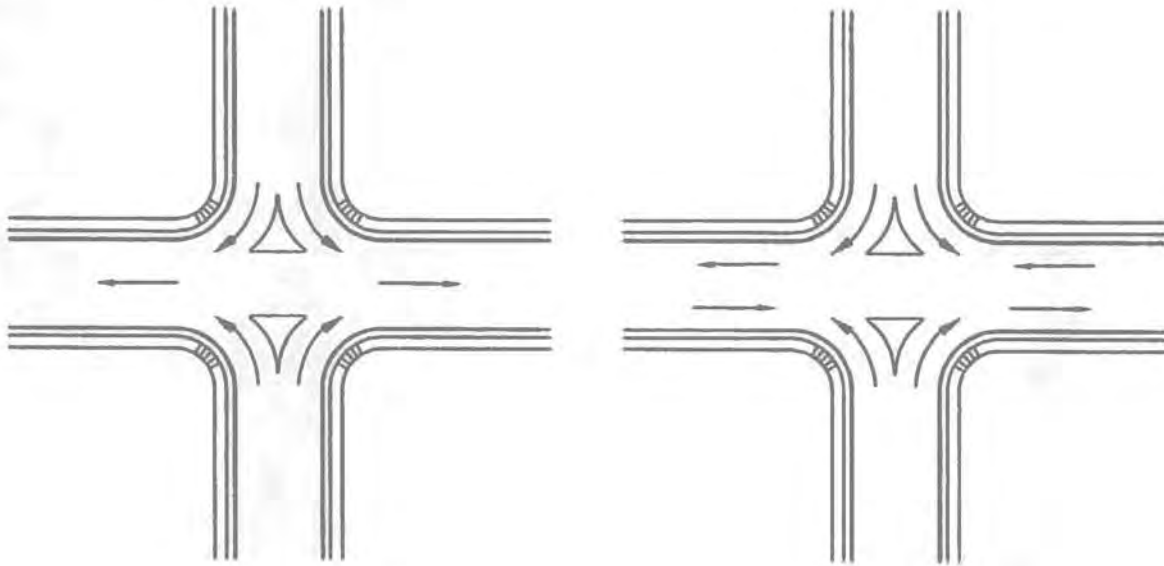
- Highly variable. Approximately \$10,000 to \$30,000 per location.

Positive Aspects:

- May be aesthetically pleasing, if landscaped.
- Good for pedestrians due to shorter crossing.
- Can be used in multiple application.

Negative Aspects:

- Increased landscaping maintenance.
- Landscaping may cause sight distance problems.



ONE-WAY STREET(S)

Description:

- One or more streets designated as "one-way".

Cost:

- Approximately \$1,000 to \$5,000 per location.

Positive Aspects:

- May reduce total volume on subject street.
- Adds vehicle capacity to a street.
- Safety is inherently greater on one way segments, but care must be taken to handle intersection treatments properly.

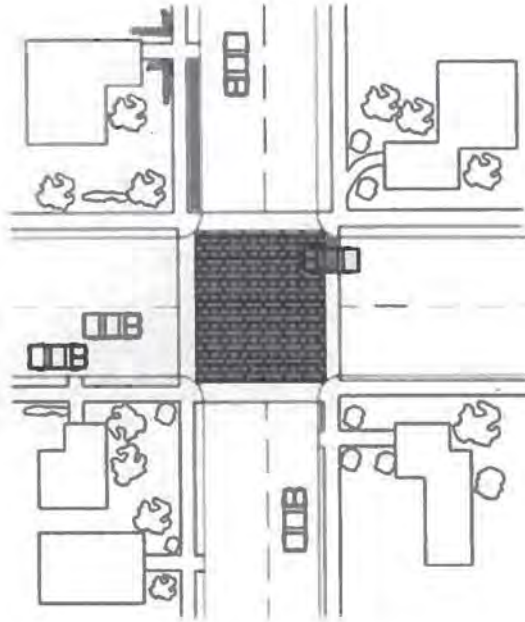
Negative Aspects:

- Can encourage increased speeds.
- Adverse travel distance results for local residents.
- May shift diverted traffic to another street.

A-9

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Exhibit A

**RAISED INTERSECTIONS***Description:*

- A raised plateau of roadway where roads intersect. The plateau is generally about 4" higher than the surrounding streets. This application is best for locations with high pedestrian volumes with significant safety concerns related to traffic speeds.

Cost:

- Approximately \$50,000 to \$100,000 per location.

Positive Aspects:

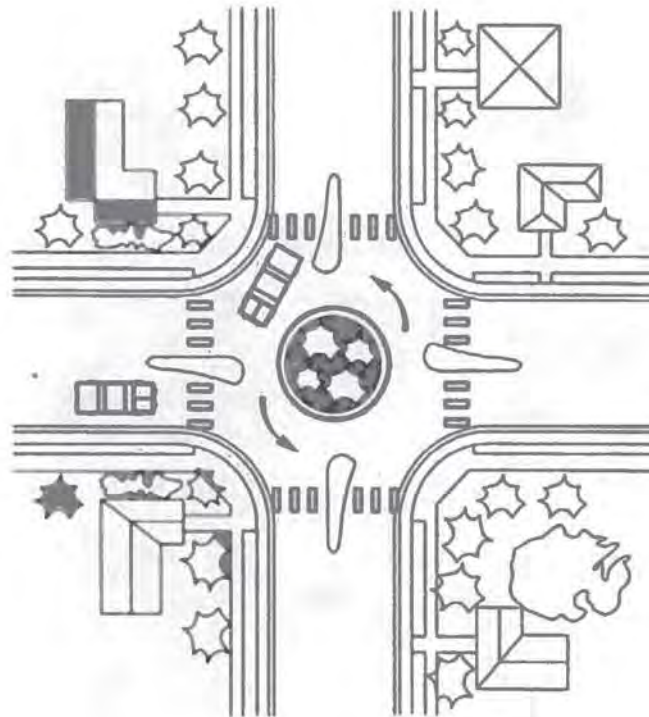
- Effective speed control.
- Aesthetically pleasing if well designed.
- Good pedestrian safety treatment.
- Can be used on higher or lower volume streets.

Negative Aspects:

- Expensive to construct and maintain.
- Affects emergency vehicle response time.

A-10

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TRAFFIC CIRCLE

Description:

– A small circular island placed in the center of an existing local street intersection. Some may also refer to this device as a "roundabout".

Cost:

- Approximately \$10,000 to \$20,000 per location.

Positive Aspects:

- A noticeable reduction in speeds.
- Reduces accident potential.
- Under certain conditions capacity can be increased.
- Can be used instead of stop signs.

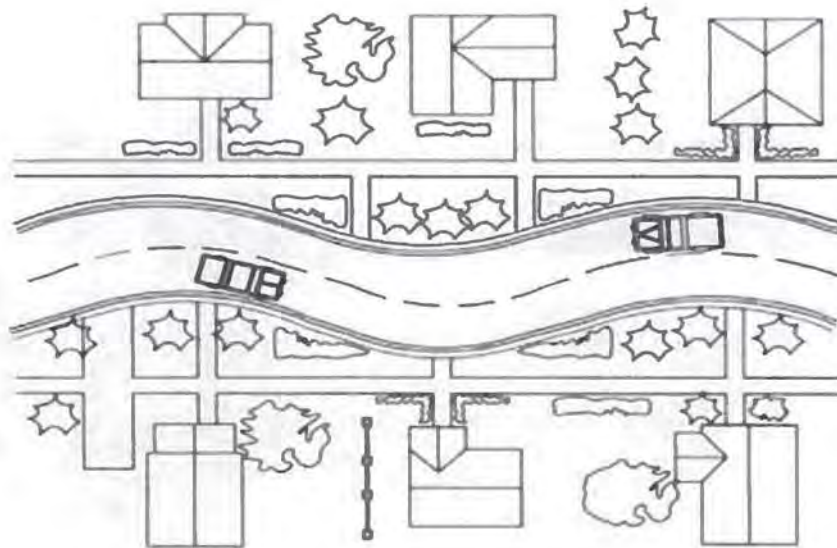
Negative Aspects

- Required safety signing may detract from its aesthetic quality.
- Pedestrians and bicyclists must adjust to less traditional crossing patterns.
- Some parking may be lost on approaches to accommodate vehicles' deflected paths.
- May increase accidents until drivers become accustomed to change.

A-11

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Exhibit A

**SERPENTINE***Description:*

- A narrow serpentine road is created for several hundred feet using curbs and landscaping.

Cost:

- Approximately \$50,000 to \$75,000 per location.

Positive Aspects:

- Reduces vehicle speed.
- May reduce through traffic volumes.

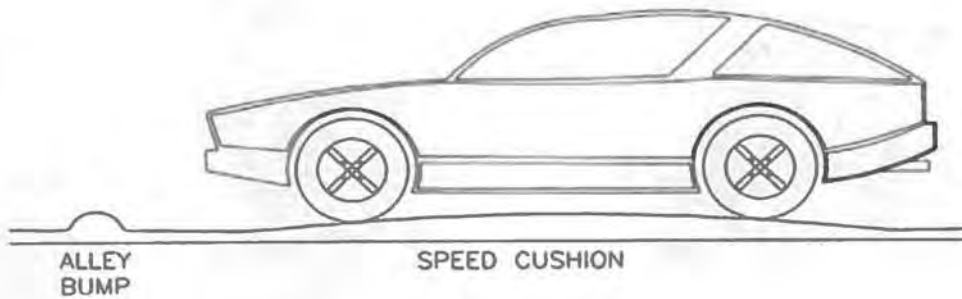
Negative Aspects:

- Increased maintenance for landscaping and pavement.
- Significant loss of on-street parking.
- Most residents would have driveway affected by this type of installation.
- Fire and transit services would be affected.

A-12

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Exhibit A

**SPEED CUSHIONS***Description:*

– Mounds of paving material placed across a roadway for the purpose of causing motorists to reduce their operating speed while driving on the roadway.

Cost:

– Approximately \$3,00 to \$4,000 per speed cushion.

Locations:

- Short block, single mid-block hump usually adequate.
- Longer blocks and continuous street sections, two or more humps spaced approximately 200 feet to 600 feet apart.

Positive Aspects:

- Reduces speed.
- Can cause traffic to shift to arterial system and no longer cut through the neighborhood.

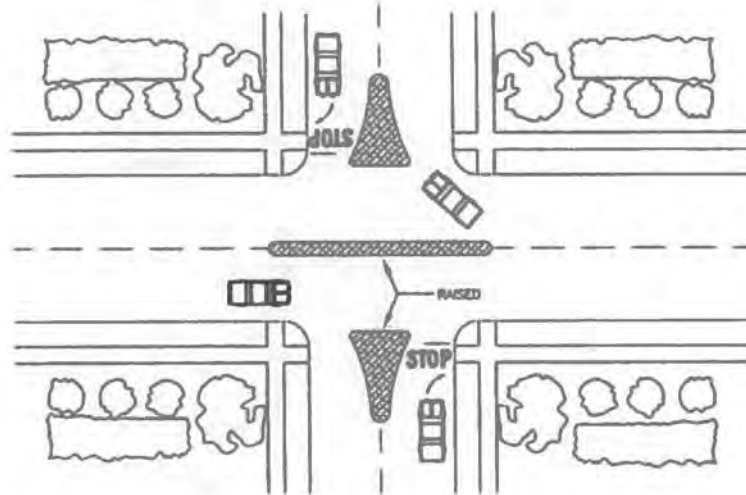
Negative Aspects:

- Can cause traffic to shift to parallel residential streets.
- Contents of vehicle can be jarred.
- Increase in noise adjacent to speed cushion.

A-13

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Exhibit A

**TURN RESTRICTION USING DELINEATORS***Description:*

- Delineators glued or doweled to the pavement surface are used to create a barrier to prevent vehicles from making certain movement in and out of a local street. The delineators are typically placed along the centerline of the major collector street.

Cost:

- Approximately \$1,000 to \$10,000 depending on the number and types of delineators.

Positive Aspects:

- Reduces through volume of traffic.
- Reduces rear-end and left-turn accidents at major or collector street intersection with local streets.
- Low cost installation that can easily be removed or changed.

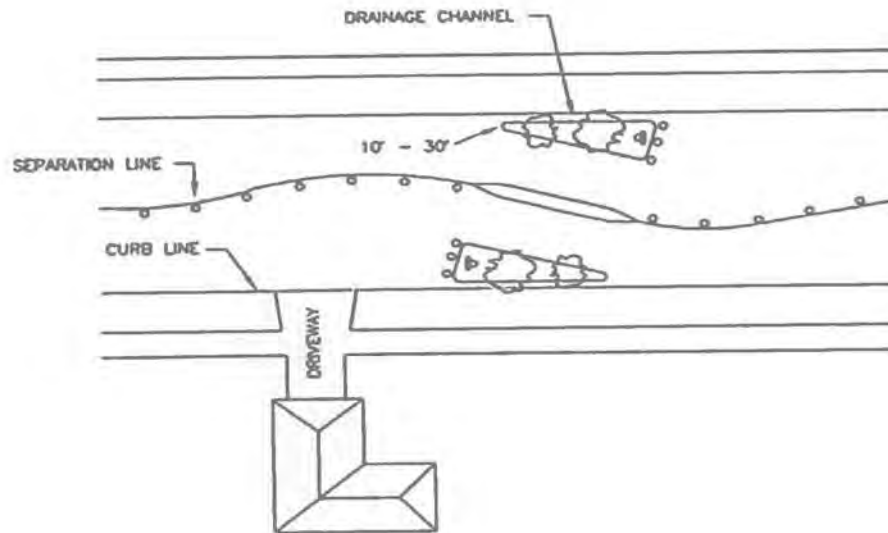
Negative Aspects:

- Little reduction in traffic speeds.
- Could potentially make it more circuitous for residents to reach their destinations.
- May divert traffic onto adjacent streets.

A-14

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Exhibit A

**TWO LANE ANGLED SLOW POINT***Description:*

— Three islands are used to create an angled path of travel for vehicles. The effect of angling the traffic path slows vehicles down. The volume of traffic may well be unaffected. The islands adjacent to the curb are typically landscaped.

Cost:

— Approximately \$10,000 to \$20,000 per location.

Positive Aspects:

- Slows vehicle speeds.
- Fire and transit vehicles are not impeded significantly.

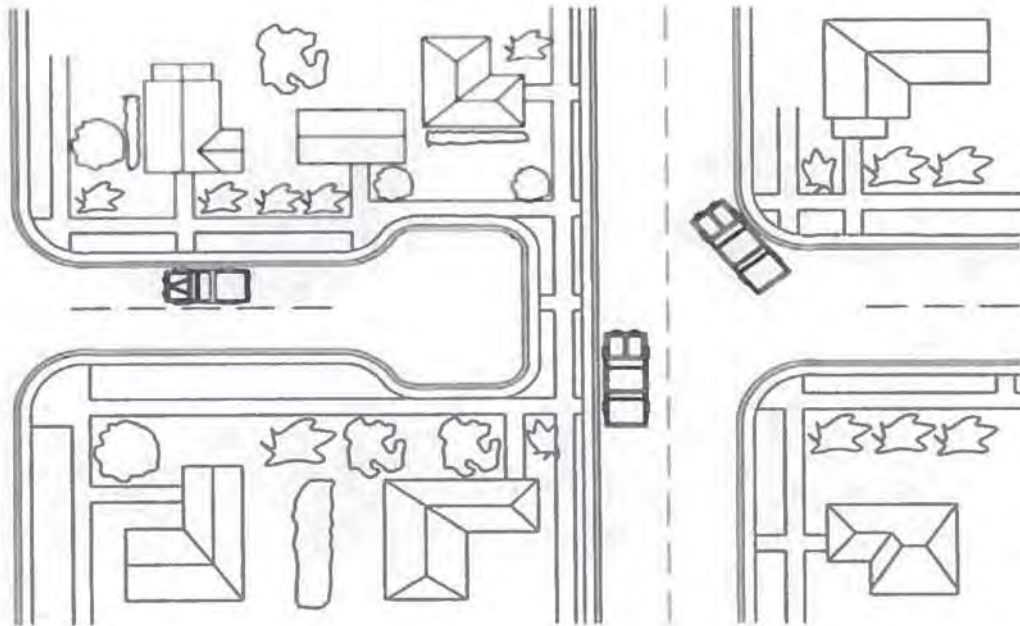
Negative Aspects:

- Loss of on-street parking.
- Landscaping and signing/stripping has to be regularly maintained.

A-15

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Exhibit A

**CUL-DE-SAC***Description:*

- Complete closure of a street either at an intersection or at a mid-block location.

Cost:

- Approximately \$50,000 per location.

Positive Aspects:

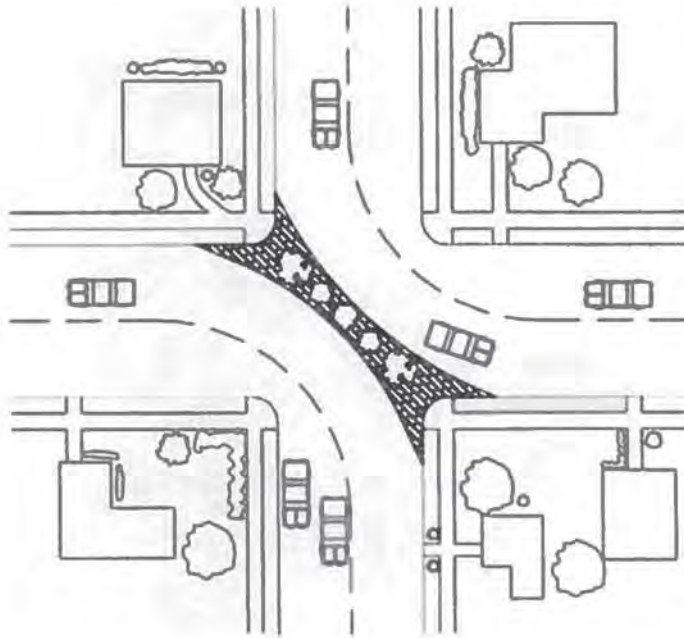
- Very effective at eliminating most of the previously speeding traffic on the block.
- Very effective at reducing volumes.
- Can be landscaped for an attractive effect to convey street discontinuity.
- Mid-block type can be effectively used where abutting land uses change.
- Improved traffic safety.

Negative Aspects:

- Can negatively affect response times for emergency service.
- In large neighborhoods, can shift a problem elsewhere unless a strategic pattern of cul-de-sacs are used.
- Can generate confusion on the part of users unless signed carefully.
- May inconvenience local residents.

A-16

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DIAGONAL DIVERTER

Description:

– Barriers between diagonally opposite corners of a 4-legged intersection, thus creating two unconnected L-shaped intersections.

Cost:

– Approximately \$10,000 to \$30,000 per location.

Positive Aspects:

- Reduces speed.
- Can achieve a 20% to 70% reduction in volumes.
- Reduces accident potential by eliminating conflicting traffic movements.
- Advantage over complete street closure (cul-de-sac) in that it has a lesser impact on circulation, as it actually creates no dead-end streets. Local residents and service vehicles may view this as a benefit in that their routes can be more direct.
- Can be attractively landscaped.

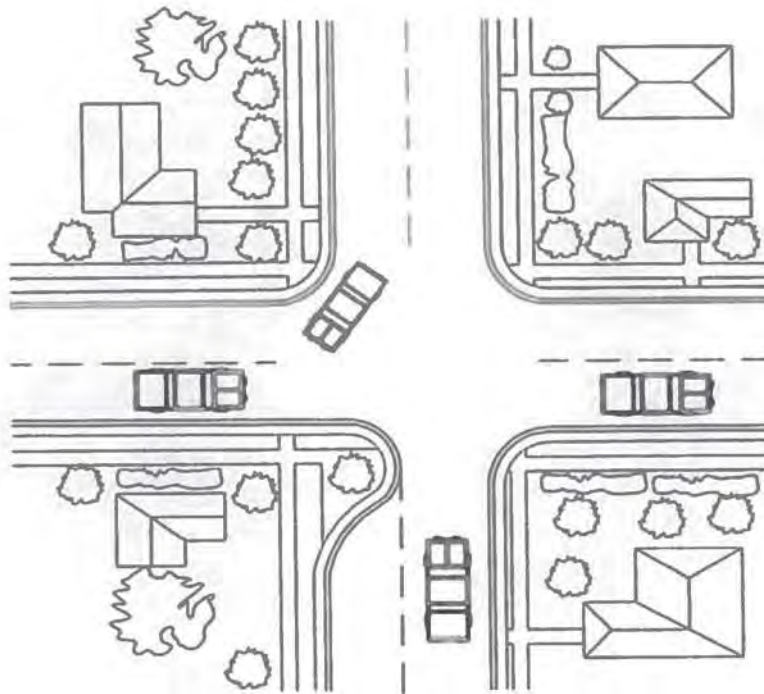
Negative Aspects:

- In a large neighborhood, can shift problems elsewhere unless a strategic pattern of diverters is used.
- May inconvenience local residents who are forced to drive longer more circuitous paths to/from their homes.
- Can generate confusion on the part of users unless signed carefully.
- May inconvenience local residents.

A-17

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Exhibit A

**HALF CLOSURES***Description:*

– The street is partially closed to traffic by the construction of a physical barrier at the entrance to the neighborhood to reduce cut through traffic.

Cost:

- Approximately \$15,000 per location.

Positive Aspects:

- Reduces cut through traffic.
- May reduce traffic speeds.

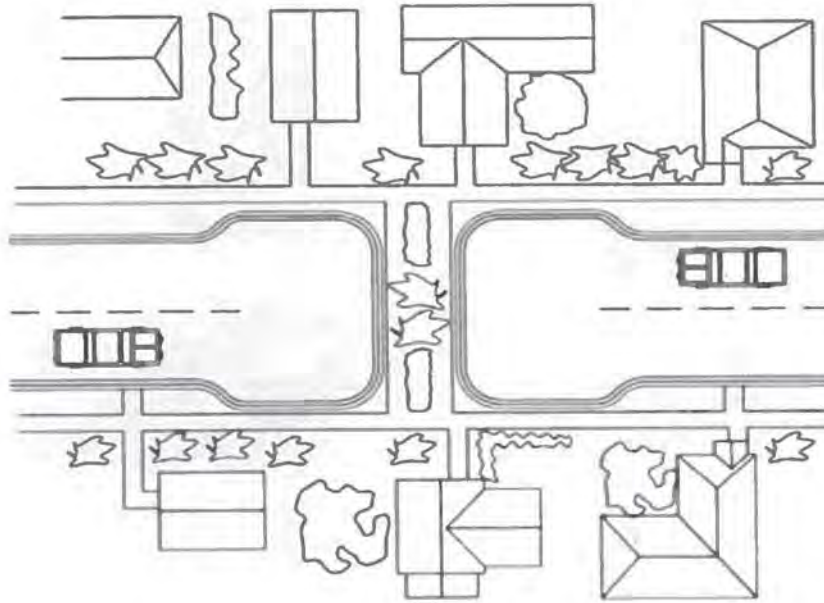
Negative Aspects:

- May require additional maintenance.
- Could be violated, especially in the late evening.

A-18

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Exhibit A

**MID-BLOCK ROAD CLOSURE***Description:*

— Cul-de-sacs are created by closing the street mid-block using a landscaped island. Pedestrian access is provided across the island.

Cost:

- Approximately \$20,000 to \$50,000 per location.

Positive Aspects

- Reduces through traffic volumes.
- Reduces speeds in the vicinity of the closure.

Negative Aspects:

- Traffic may be diverted onto adjacent parallel streets.
- Maintenance of the landscaped areas will have to be provided for.
- Emergency access will be impeded.
- Local residents may be forced to drive more circuitous routes.
- There is a loss of on-street parking.

A-19

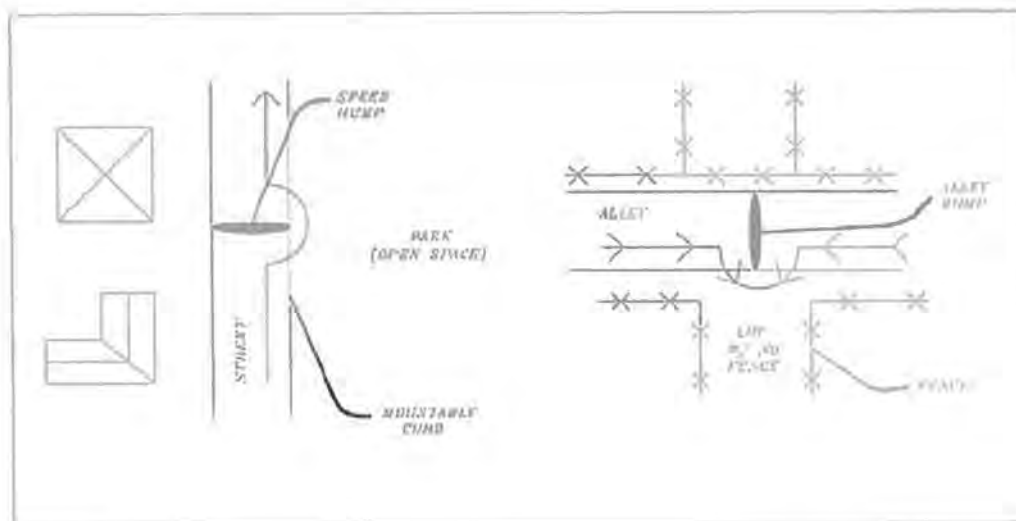
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Exhibit A

APPENDIX B

EXAMPLES OF DRIVE-AROUND TRAFFIC

Drive-around traffic could be a potential problem with some traffic calming schemes. Two examples have been provided to illustrate the potential problems.



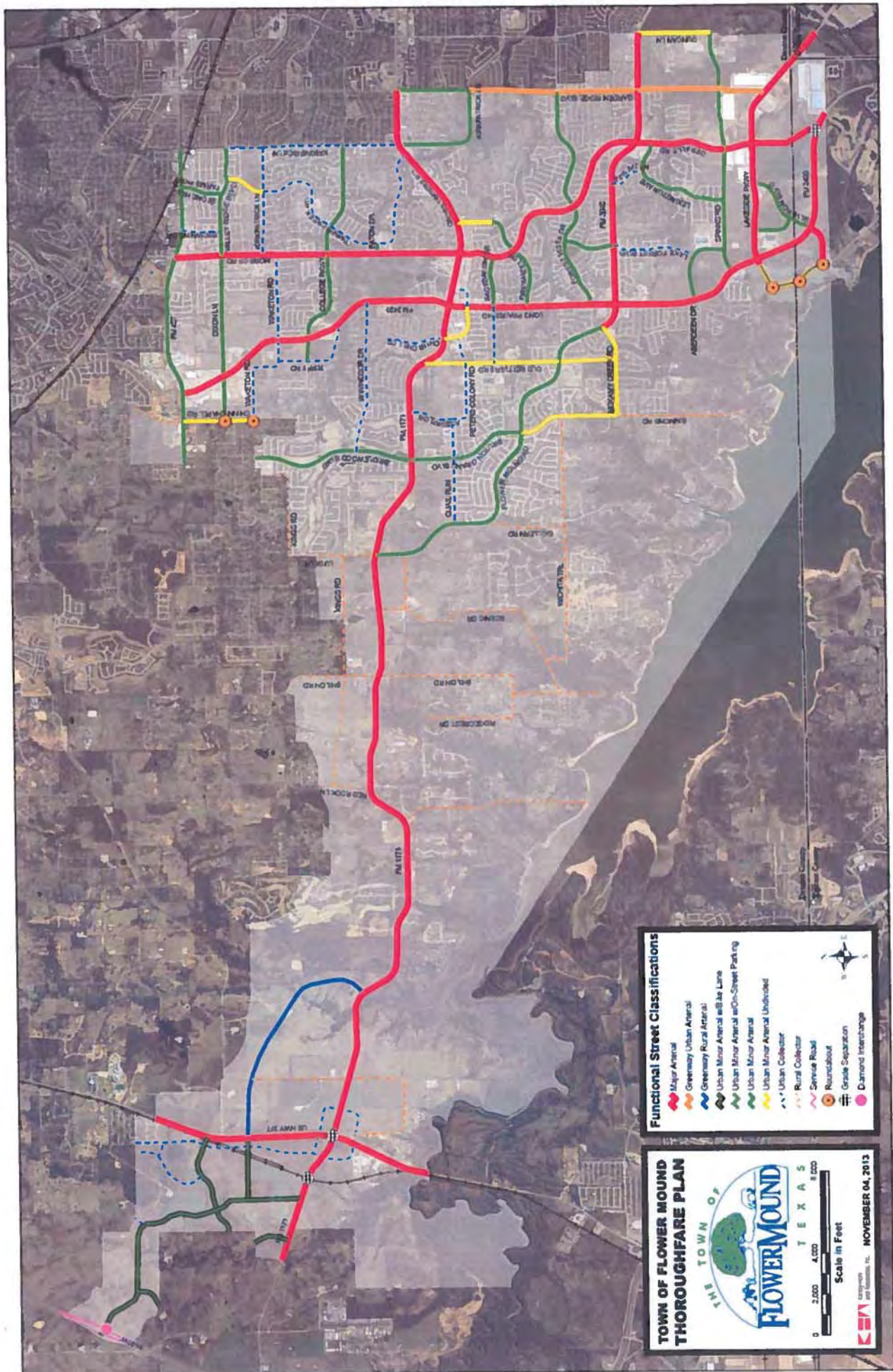
In both examples, the drive-around problem would not be completely fixed by placing a post at the edge of the traffic calming device. There would still be open space to drive through to get around the device.

In general, drive-around should not be a problem on streets with standard 6-inch curbs. However, in locations that have mountable curbs (curbs that can be driven on) or along streets and alleys that have no curbs at all, the potential for drive-around should be considered in any traffic calming design.

Exhibit A

APPENDIX C

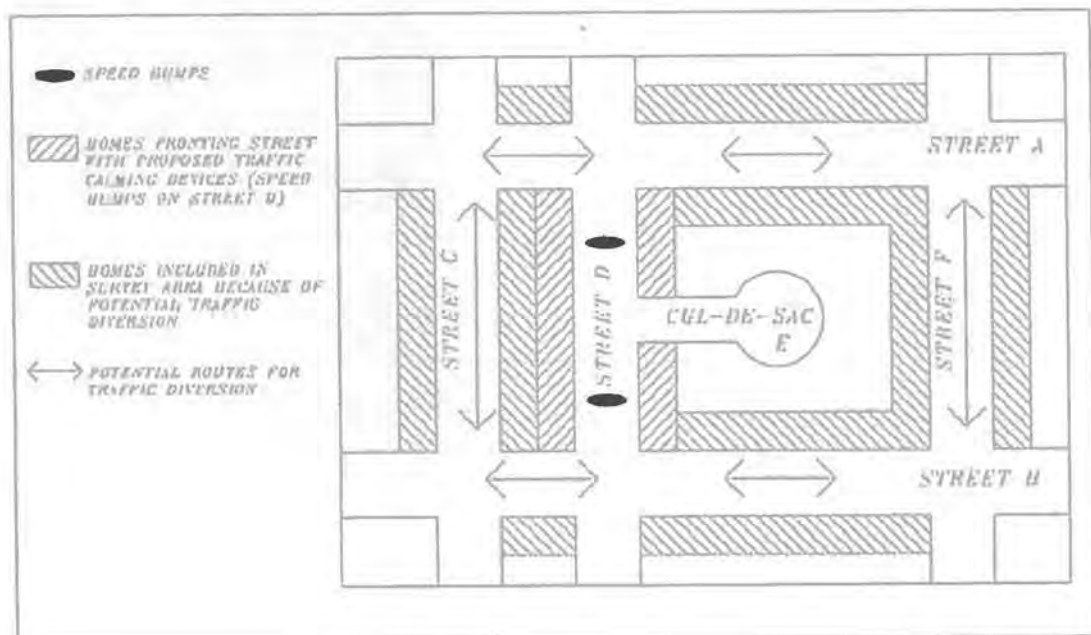
TOWN OF FLOWER MOUND THOROUGHFARE PLAN



APPENDIX D

SURVEY AREA EXAMPLE AND SURVEY EXAMPLE

A hypothetical example of how a survey area would be developed for a proposed traffic calming project has been provided in this section. The proposed project is the installation of two speed cushions on a section of Street D to lower traffic speeds. The following figure illustrates the situation:



Homes that lie along the section of Street D (where the speed cushions will be installed) and Cul-de-sac E will be included in the survey area because these residents will be directly affected by the installation (both positive aspects, such as lower speeds, and negative aspects, such as noise from braking then accelerating). Sections of Streets A, B, C, and F will also be included in the survey area because of the potential for traffic to be diverted from Street D onto those other streets if drivers attempt to avoid the speed cushions.

In an attempt to address residential speeding issues, the neighborhood has requested the installation of speed cushions along Street D in ABC neighborhood.

The Town of Flower Mound would like to know your stance on this proposal since you may be affected by the installation. Your signature on this form will indicate that you have been informed of the proposal. Please indicate whether or not you support, or oppose or have no preference of the installation. The Town of Flower Mound will not install a neighborhood management device unless **80%** are in support of the proposal.

[illegible]



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: June 19, 2017

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

ITEM: Consider approval of the award of Bid No. 2017-78 to Mario Sinacola & Sons Excavating, Inc., for the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, in the amount of \$6,975,634.45; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On May 23, 2017 bids were received and opened for the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project. Mario Sinacola & Sons Excavating, Inc. submitted the lowest qualified bid of the six bidders, for a total base bid of \$6,975,634.45.

The project provides for roadway, drainage and traffic signal improvements along FM 2499 between Gerault Road and the Denton Creek Bridge in southeast Flower Mound and the City of Grapevine. The existing four 30-inch culverts across FM 2499 just west of the intersection with Gerault will be replaced with larger box culverts and a primary drainage system will continue to carry that flow south along FM 2499 and outfall upstream of the Denton Creek Bridge in Grapevine. This will help alleviate drainage problems that have occurred in the past causing the shutdown of lanes on FM 2499 temporarily due to water on the road. The roadway improvements will include a new entrance to the Town's existing lift station site, the addition of a fourth leg to the signal at FM 2499/Gerault, a westbound left turn lane at the signal and lengthening of the acceleration lane from the Gerault flyover to help provide for traffic relief in the area. Funding for this project is being provided from North Central Texas Council of Governments.

FISCAL IMPACT: \$6,975,634.45

Proposed Expenditure:	Account Number(s):
\$6,975,634.45	508-220-98902-6160

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

LEGAL REVIEW: The Town's Construction 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 Construction Agreement.

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement

RECOMMENDATION: Move to approve the award of Bid No. 2017-78 to Mario Sinacola & Sons Excavating, Inc., for the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, in the amount of \$6,975,634.435; and authorize the Mayor to execute same on behalf of the Town.

Attachment 1



Town of Flower
Mound
Bid Tabulation

Bid No: 2017-78 - FM2499 Roadway, Drainage and Traffic Signal Improvements

Bid Opening: May 23, 2017 at 11:00am

Company	Total Bid
Mario Sinacola & Sons	\$ 6,975,634.45
Lone Star Civil Construction (Found non-responsive)	\$ 7,114,324.00
Northgate Constructors	\$ 7,274,431.88
Roesch Co	\$ 7,284,019.31
Rebcon, Inc	\$ 7,286,210.66
Ed Bell Construction Co	\$ 7,413,738.50

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

Certified By: Sabrina R. Zadow 5/23/2017
Purchasing Manager
Town of Flower Mound, Texas

TOWN OF FLOWER MOUND**FM 2499 ROADWAY, TRAFFIC SIGNAL AND DRAINAGE IMPROVEMENTS****Bid # 2017-78****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 19th day of June, 2017, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Mario Sinacola & Sons Excavating, Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FM 2499 ROADWAY, TRAFFIC SIGNAL AND DRAINAGE IMPROVEMENTS,
Bid # 2017-78

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

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

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

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications; TxDOT 2014 Standard Specifications
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference); 2011 Edition, Revision 2
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Six Million, Nine Hundred Seventy-Five Thousand, Six Hundred Thirty-Four Dollars and forty-five cents (\$6,975,634.45)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of three hundred fifteen (315) calendar days, and final completion of three hundred seventy five (375) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of One Thousand One Hundred and Twenty-Five and Zero/One Hundredths Dollars (\$1,125.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of One Thousand One Hundred and Twenty-Five and Zero/One Hundredths Dollars (\$1,125.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and

materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

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

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

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

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

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

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

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

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

signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

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

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

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

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

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

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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

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

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Thomas E. Hayden, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____ (Signature)

_____ (Position)

Town Council Future Agenda Items



SCHEDULED	7/17/2017	Presentation	Proclamation for Town of Flower Mound 'Purple Heart City' designation.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 19, 2017.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17, 10-17 and 17-17 for adjustments to the Utility Fund.
		Consent	Consider approval of the award of Bid No. 2017-87 Annual Sidewalk Replacement Program to (Contractor), at the unit prices bid, in the estimated annual amount of \$100,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Lakeside Reuse System Master Plan Award.
		Consent	FM 2499 Roadway, Drainage, Traffic Signal Improvements Testing Award.
		Consent	Wilkerson, Rheudasil, & Cortadera Parks Pond Dredging Construction Award.
		Consent	Bakers Branch Design Award.
		Consent	Pintail Pump Station Capacity Change Order 2 & Final Acceptance.
		Consent	2016-17 Playground Replacement - Bluebonnet Park.
		Consent	2016-2017 Playground Equipment Replacement - Oak Park.
		Consent	Consider approval of Change Order No. 2 and final acceptance of the FM 2499/FM3040 24-inch Water Line Crossing Replacement project, amending the contract with Mountain Cascade of Texas LLC, for a decrease to the contract in the amount of \$14,638.22, and authorization of final payment to Mountain Cascade of Texas LLC, in the amount of \$22,076.23; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		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.

SCHEDULED	7/17/2017	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.
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0001 - Lakeside Crossing) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$189,504.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$20,820.00. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 8, 2017, meeting.)
		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.
8/7/2017	Consent		Consider approval of the minutes from a regular meeting of the Town Council held on July 17, 2017.
	Consent		Consider approval of a resolution authorizing the adoption of the Program Year 2017 Action Plan for the Community Development Block Grant and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
	Consent		Consider approval of the minutes from a strategic planning session of the Town Council held on July 21-22, 2017.
	Consent		Wilkerson, Rheudasil, Cortadera Parks Pond Dredging Testing Award.
	Consent		FM1171 @ FM2499 Easebound Right Turn Lane Testing Award.
	Consent		Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
	Consent		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		Consider approval of an ordinance establishing the 2017 certified appraisal roll.

SCHEDULED	8/7/2017	Consent	Shady Point Acres Water Main Replacement Construction Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
		Consent	FM 2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Regular	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.
		Regular	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.
		Regular	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.
	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.
		Consent	Woodbine Street Testing Award.
		Consent	2013 Street Reconstruction - Colonial Drive Change Order No. 1 and Final Acceptance.
		Consent	Woodbine Street Reconstruction Construction Award.
		Consent	Shady Point Acres Water Main Replacement Testing Award.

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 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 a tax rate of \$0.____ per \$100 assessed valuation.
		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 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.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Presentation	Presentation on the Innovate Flower Mound Center
		Consent	Fire Station #7 Design Award.

FUTURE	Consent	Heritage Park Phase IV Testing Award.
	Consent	Heritage Park Phase IV Construction Award.
	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.
	Regular	Consider approval of a license agreement with AT&T to put antennas on existing utility poles and buildings in the Town of Flower Mound, and authorization for the Mayor to execute same on behalf of the Town.
	Regular	DRAFT CAPTION: Public Hearing to consider an application for a tree removal permit for seven (7) specimen tree on property proposed for development as Responsive Education Solutions. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its May 2, 2017, meeting).