

AGENDA

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

1/18/2018

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. Presentation from CoServ regarding Capital Credit allocation to the Town of Flower Mound.

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

H. **FUTURE AGENDA ITEMS**

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

Town Council Meeting Agenda
January 18, 2018
Page 2

I. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, January 25th.
2. A regular meeting is scheduled for Monday, February 5th.

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 12/18-** Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on December 18, 2017.
2. **FDA Training Grant-** Consider acceptance of grant funds for FDA Training, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.
3. **Standards Achievement Grant-** Consider acceptance of grant funds for Standards Achievement, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.
4. **Capital Improvement Program-** Consider approval of Amendment No. 2 to the Fiscal Year 2017-2018 Capital Improvement Program.
5. **FM2499 @ College Signal-** Consider approval of the award of Bid No. 2018-38-B, to Roadway Solutions Inc., for the construction of the FM 2499 at College Parkway–Traffic Signal Construction project, in the amount of \$176,430.00; and authorization for the Mayor to execute same on behalf of the Town.
6. **Pintail Pump Station-** Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide design services for the Pintail Pump Station (Auxiliary Power & Upgrades) project, in the amount of \$188,500.00; and authorization for the Mayor to execute same on behalf of the Town.
7. **Kirkpatrick Water Line-** Consider approval of the Professional Services Agreement with Pacheco Koch, LLC., to provide professional engineering services for the Kirkpatrick 12-Inch Water Line Phase 2 project, in the amount of \$106,921.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **Floodplain Administration changes-** Consider approval of an ordinance amending the Town's Code of Ordinances by adding a Chapter 91 entitled Flood Damage Prevention and repealing Paragraph D2 of Paragraph IV of Volume 1 of the Flower Mound Design Standards.
9. **Police & Courts remodel-** Consider approval of the removal of existing carpet, purchase, and installation of new carpet for the Police and Courts Facility Upgrades project, in the amount of \$97,749.30, to Mohawk Carpet Distribution, INC/AF Services.
10. **Warehouse Design Award-** Consider approval of the Amendment (AIA Document G802-2007) to the Professional Service Agreement (AIA Document B101-2007 dated April 11, 2016) from Oxley Williams Tharp Architects, to perform the Architectural and Engineering design services for the Storage Warehouse project, in the amount of \$64,700.00; and authorization for the Mayor to execute same on behalf of the Town.

Town Council Meeting Agenda
January 18, 2018
Page 3

K. REGULAR ITEMS

11. **Certificates of Obligations-** Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018, and resolving all matters incident and related thereto.
12. **Glidewell AdditionTree Removal Permit-** Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on the Glidewell Addition residential development. The specimen tree is located at 3551 Shady Trail. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 2, 2018, meeting).
13. **Electioneering-** Consider establishing rules for electioneering at polling locations.
14. **TIRZ-** Possible application of Tax Increment Financing or other tax incentive mechanisms for the Lakeside Business District area.

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

Executive Conference Room

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

- a. Discuss and consider appointment of Chair to the TIRZ #1 board.

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, and 551.072 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, as follows:

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

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

**Town Council Meeting Agenda
January 18, 2018
Page 4**

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: January 11, 2018, 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: January 18, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on December 18, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting on December 18, 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; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on December 18, 2017.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING AND THE TOWN COUNCIL ACTING AS THE BOARD OF DIRECTORS FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING HELD ON THE 18TH DAY OF DECEMBER 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.

[Click here](#) for the meeting video link (subject to change)

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

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

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Tiffany Bruce	Engineering Manager
Andrea Roy	Economic Development Director
Gary Simms	Executive Director of Community Services
James Hoefert	Environmental Review Analyst

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 Russ McNamer gave the invocation and Mayor Hayden led the pledges.

D. PUBLIC PARTICIPATION

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

Speaker names and address	Subject (as written on the form)
Mary Kay Walker, 3229 Oak Meadow Dr	Morriss Rd
Paul Stone, 4100 Broadway	Season's Greetings
Patsy Mizeur, 1821 Castle Ct	Cross Timbers Gazette Article
Albert Picardi, 1525 Lindby Dr	Announcement

Per Mayor Hayden's request, Mr. Stathatos responded to comments made during public participation about a text message Mayor Hayden wrote.

E. ANNOUNCEMENTS

Councilmember Jason Webb extended well wishes to everyone for a Merry Christmas and Happy New Year.

F. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following:

1. Capital improvement projects.
 - Traffic signal at FM 2499 and College Parkway
 - Town Hall
2. Economic Development projects.
 - Mannatech
 - Pokey O's Cookies & Ice Cream
 - Shell permit has been submitted for a new office building by Realty Capital (21,750 square feet - corner of 2499 and Lakeside Parkway)
3. Parks Board oversight
 - Background information about the topic of Parks Board oversight and a request by Council to move forward in reviewing how different types of projects are handled with respect to the Parks Board
 - P & Z postponed the item when it was presented for discussion at their meeting pending further information and additional feedback from staff and Council

and he responded to questions from Council as follows:

- Clarification regarding the type of feedback P & Z is seeking
- Clarification regarding the direction given by Council
- The impact of the change and how the fees would be calculated

There was Council discussion or comments as follows:

- Interest in not changing the park board review component

4. Possible application of Tax Increment Financing or other tax incentive mechanisms for the Lakeside Business District area

Mr. Stathatos indicated that the purpose of this item, per Council's request, is to discuss whether or not there is interest in creating a Tax Increment Investment Zone (TIRZ) for the Lakeside Village.

There was Council discussion or comments as follows:

- Importance of defining the goals of the TIRZ such as what is trying to be accomplished and what would be the strategy
- How communication has been initiated with both Tarrant County and Denton County given the location spans both counties

There was Council consensus to move forward with next steps, and if warranted.

engage outside counsel for the purpose of coming back with options as to how the TIRZ could be structured, what areas would be included in it, what would be the set ending date, etc.

Other Items not included in the Town Manager's Report:

Due to visibility concerns, Deputy Mayor Pro Tem Bryant asked the Town Manager to look into the possibility of creating:

- o a no right turn on red for vehicles going southbound from Morriss on to 3040, and when going northbound from Gerault to 3040
- o for the left turn from 3040 on to Morriss and/or Gerault, creating a left on protected arrow only

Mr. Stathatos indicated he would contact the Town's traffic engineer and report back to everyone.

G. FUTURE AGENDA ITEMS

1. Mayor Hayden expressed concerns with the term of "limited residential" in the Town's Master Plan as it relates to Lakeside, and he indicated interest in having that term quantified.

There was Council discussion as follows:

- How that phrase was purposely vague and not to constrict it to a hard definition so that the Council could evaluate each project as it came forward on its merits

H. COORDINATION OF CALENDARS

1. The first regular meeting of 2018 is scheduled for Thursday, January 18th.

Mayor Hayden announced the above referenced meeting date and confirmed Council availability.

2. Propose moving Monday, May 7, 2018, regular meeting to Tuesday, May 8, 2018, for the purpose of canvassing the general election.

Mayor Hayden announced the proposed meeting date, indicating the purpose is because there is not a regular meeting during the required canvass period.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on December 4, 2017.

DRAFT MOTION: the minutes from a regular meeting of the Town Council held on December 4, 2017.

2. Consider approval of the design, purchase, and installation of goods and services for the audio visual systems equipment for the new Town Hall to Intent Digital in the amount of \$564,000.

DRAFT MOTION: Move to approve the design, purchase, and installation of goods and services for the audio visual systems equipment for the new Town Hall to Intent Digital in the amount of \$564,000.

3. Consider approval of a contract with Blue Cross Blue Shield of Texas in the amount of \$441,241 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a contract with Blue Cross Blue Shield of Texas in the amount of \$441,241 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.

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

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

ORDINANCE NO. 44-17

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

5. Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition.

DRAFT MOTION: Move to approve the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition.

6. Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2018 Independence Fest.

DRAFT MOTION: Move to approve the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2018 Independence Fest.

7. 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, 17-17, and 22-17 for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund, Parks and Recreation Special Activities Fund and the Technology Replacement Fund.

DRAFT MOTION: 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, 10-17, 17-17, and 22-17 for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund, Parks and Recreation Special Activities Fund and the Technology Replacement Fund.

ORDINANCE NO. 45-17

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, 10-17, 17-17 and 22-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, GENERAL DEBT SERVICE FUND, UTILITY FUND, STORMWATER UTILITY FUND, PARKS AND RECREATION SPECIAL ACTIVITIES FUND AND THE TECHNOLOGY REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 for adjustments to the General Fund, Utility Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund.

DRAFT MOTION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 for adjustments to the General Fund, Utility Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund.

ORDINANCE NO. 46-17

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, 2017, AND ENDING ON SEPTEMBER 30, 2018, AS ADOPTED BY ORDINANCE NO. 33-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, IRS EQUITABLE SHARING FUND, CHAPTER 59 SEIZURE FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

9. Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as adopted by Resolution No. 15-17.

DRAFT MOTION: Move to approve a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as adopted by Resolution No. 15-17.

RESOLUTION NO. 27-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018, AS ADOPTED BY RESOLUTION NO. 15-17; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

10. Consider approval of an Extended Five Year Warranty and Preventative Maintenance Contract with Zoll Medical Corporation for the Fire Department's heart monitors in the amount of \$80,430.00 due in five equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve an Extended Five Year Warranty and Preventative Maintenance Contract with Zoll Medical Corporation for the Fire Department's heart monitors in the amount of \$80,430.00 due in five equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.

11. Consider approval of the Professional Services Agreement with Wade Trim, to provide professional engineering services, for the Skillern Road project in the amount of \$59,999.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the Professional Services Agreement with Wade Trim, to provide professional engineering services, for the Skillern Road project in the amount of \$59,999.00; and authorization for the Mayor to execute same on behalf of the Town.

12. Consider approval of Change Order No. 3 and final acceptance of the Oak Street Phase III Lift Station and Force Main project, amending the contract with S.J. Louis Construction of Texas, Ltd., for an increase to the contract in the amount of \$27,065.00, and authorizing final payment to S.J. Louis Construction of Texas, Ltd., in the amount of \$326,821.20; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 3 and final acceptance of the Oak Street Phase III Lift Station and Force Main project, amending the contract with S.J. Louis Construction of Texas, Ltd., for an increase to the contract in the amount of \$27,065.00, and authorizing final payment to S.J. Louis Construction of Texas, Ltd., in the amount of \$326,821.20; and authorization for the Mayor to execute same on behalf of the Town.

13. Consider approval of Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide additional design services, for the Upper Timber Creek Interceptor Phase IV project, in the amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide additional design services, for the Upper Timber Creek Interceptor Phase IV project, in the amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town.

14. Consider approval of two real property appraisal groups to provide professional real property appraisal services for the Town for a two-year term ending December 18, 2019.

DRAFT MOTION: Move to approve two real property appraisal groups to provide professional real property appraisal services for the Town for a two-year term ending December 18, 2019.

15. Consider approval of Change Order No. 1 and final acceptance of the Inflow-Infiltration Evaluation & Repair (2016 Manhole Rehab) project, amending the contract with Fuquay, Inc., for a decrease to the contract in the amount of \$97,842.55, and authorizing final payment to Fuquay, Inc., in the amount of \$19,635.88; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 1 and final acceptance of the Inflow-Infiltration Evaluation & Repair (2016 Manhole Rehab) project, amending the contract with Fuquay, Inc., for a decrease to the contract in the amount of \$97,842.55, and authorizing final payment to Fuquay, Inc., in the amount of \$19,635.88; and authorization for the Mayor to execute same on behalf of the Town.

16. Consider approval of the 2017 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

DRAFT MOTION: Move to approve the 2017 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

Mayor Pro Tem McDaniel moved to approve by consent Items 1-16. Councilmember Jason Webb seconded the motion. Each item, as approved by consent, is restated above along with the approved draft motion, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

J. REGULAR ITEMS

17. Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on the property proposed for development as Oakbridge at Flower Mound, Phase 2. The property is generally located south of Flower Mound Road and west of Lake Forest Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its December 5, 2017, meeting).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Site location
- Project information

- Map of 5 specimen trees being requested for removal, including photographs for each

and he responded to questions from Council as follows:

- Clarification regarding what would happen if this request was not granted and when the homeowners take possession.
- Clarification that this is not a change in the site plan; however, as a result of the engineering aspects and the structural impact of the trees

Mayor Hayden opened the public hearing at 6:34 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 6:34 p.m.

Councilmember Bryan Webb moved to approve an application for a tree removal permit for five (5) specimen trees on the property proposed for development as Oakbridge at Flower Mound, Phase 2. The property is generally located south of Flower Mound Road and west of Lake Forest Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its December 5, 2017, meeting). Mayor Pro Tem McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

- Public Hearing to consider a request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and Pro-rata Agreement for wastewater improvements, and authorization for Mayor to execute same on behalf of the Town, and acceptance of cash in lieu of land in the amount of \$7,289,587.20 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$800,876.00. The property is generally located east of Long Prairie Road and north of Silveron Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its December 11, 2017, meeting.)

At 6:35 p.m. Mayor Hayden announced that the Town Council is convening into closed session pursuant to Texas Government Code Chapter 551.071 for consultation with the Town Attorney on this item. The Town Council reconvened into open session at 6:44 p.m.

Staff Presentation

Mayor Pro Tem McDaniel requested that Mayor Hayden relinquish the gavel to Deputy Mayor Pro Tem Bryant to oversee the proceeding on this item in the interest of fairness, equity to the applicant, and to maintain decorum. Councilmember Bryan Webb agreed.

Mr. Powell gave a presentation identifying or noting:

- General location
- Detailed location
- Land use and zoning
- Photographs of the site
- Concept plan
- Map of open space and activity areas and how they are connected (detention pond, park, pedestrian pathways, trails)
- Building elevations
- Hotel and office elements
- Comprehensive sign package
- Phasing
- Unresolved items (Silveron Boulevard – revised street profile; Vertical commercial development)
- Park standards
- Development Agreement

and he, Mr. Stathatos, Ms. Roy, or Mr. Simms responded to questions from Council as follows:

- Clarification regarding what is required in phase I, and more specifically what commercial ready means
- Clarification regarding what happens if the Town doesn't get to a mutually acceptable agreement
- What is included in the 57,500 commercial space
- Is the space in Lakeside DFW calculated as residential or commercial
- What is the site line once the development is built
- Has meeting space for the hotel been clarified and the size of the pool
- Clarification as to what happens after 18 months in the development agreement
- Have property owners contacted the Town about building apartments
- How much of the project is for public use open to all residents and what is for private use
- How much of the site would meet the Town's standards for park land
- What are our standards with respect to park fees and to what extent can those funds be spent, including what vicinity of the existing project

Applicant Presentation

Kendra Stephenson, Portmanteau Consulting
 David Watson, Managing Principle, Direct Development
 Steve Bancroft and Matt Enzler, Trammel Crow Residential
 Larry Cates, Civil Engineer, Cates-Clark & Associates
 James Esquivel, Executive Vice President, JLL
 Jim Wills, partner in CityLine development

Mr. Watson or members of the above referenced development team, gave a presentation identifying or noting:

- Introduction of team members or partners that have been involved on the project

- Property background information
- Property location
- What the office market is like, particularly as it relates to Class A space
- Why residential is a required component of Class A office mixed use
- How high quality, dense residential is the best use for the center
- Commercial ready units and uses, including a proposed layout
- Carriage houses for rent/townhomes
- Urban multi-family units, and associated amenities
- Work elements such as the hotel (including common area and rooms), Class A Office
- Play elements (including 5.5 acres of public open space, walkability factors)
- What they are proposing in the way of park fees
- List of recommendations as provided by Town Council

and he or one of the partnering representatives responded to questions from Council as follows:

- Clarification regarding rental rates for residential
- What would the development expect to get for commercial rental space
- Will there be balconies on the units
- Why structured parking isn't being included on this project instead of surface parking, as it would allow for a better use of the land
- Clarification regarding public comments about a discrepancy in the room rates as proposed
- Clarification regarding the conference space in the hotel
- What are the plans to mitigate the view of the parking area along FM 2499, such as some type of screening
- Clarification regarding the definition of commercial ready
- Clarification as to why Flower Mound is not getting the Class A Office space
- Can you define what "play" means to millennials – what do they want in their active life
- What percentage of the people in your complexes currently walk to work
- Clarification regarding how the alternative park fees are calculated, and why what is being proposed is significantly different (much lower) than what would normally be received by the Town in the way of fees in lieu of land; and what would be the consequences of the project if the proposed fees were not accepted
- Where is the "work" space in phase I
- Concerns that phase I is heavy on the residential
- Why can't there be triggers in the development agreement that there will be some type of office
- What is the difference between Class "A" and Class "B" office space
- Did State Farm request the apartments or did the development put in the apartments, and what other factors did State Farm consider
- Clarification regarding the amount of 4B dollars that would be generated
- Clarification regarding the actual square footage of commercial space

There was Council discussion as follows:

- The picture that we are seeing today is not necessarily what it will be when built

FLOWER MOUND TOWN COUNCIL MEETING OF DECEMBER 18, 2017

PAGE 241

- Park fee calculations

Mayor Hayden opened the Public Hearing at 9:32 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Will Tate**, 5210 Long Prairie	Nick Shah, 1114 Oak Dr	Gloria Jones, 2816 Guardian Ct
Jeff Ramsey, 5100 Clear Creek Dr	Narender Ramireddy*, 2905 Bluffview Ln	Paul Stone, 4100 Broadway
Brit Stock, 3701 Acton	Chetan Reddy**, 2900 Meadow Green	Jim Linker, 2504 Cross Haven
Ron Crowell, 2112 Archer Ct	Michael Knapp**, 2616 Stillwater Ct	Bryan McGowan**, 3221 Camden Dr
Todd Weaver, 3505 Yucca	Sandeep Sharma, 2504 Stillwater Ct	
Patsy Mizeur, 1821 Castle Ct	Tim Trotter, 4400 Trotter Ln	
Jim Wills, 14160 Dallas Pkwy, Dallas, TX	Rick Kenyon, 2009 Ring Teal Ln	
	Dollar Logsdon, 3208 Jameston Dr	
	Joel Lindsey, 4201 Huntwick	
	Erick Davidson, 809 Glen Garry Dr	
	Laurie Applebaum, 2917 Oak Bend Ct	
	Carol Kohankie, 4312 Lauren Way	
	Marc Finley*, 2600 Bourne Ln	
	Marjorie Jarels**, 2612 Solano Dr	
	Scott Moisan, 821 Crestfield Dr	
	Rishiyur Mohan**, 3612 Lavoron Pl	
	Ravi Vellanki, 705 Crestfield Dr	
	Chiray Patel, 2832 Pond Wood	
	David Cope, 2501 Solano Dr	
	Josephine Delgado**, 829 Glen Garry Dr	
	Jessica Douglas**, 709 Glen Garry Dr	
	Sofie Delgado-Lenaerts**, 829 Glen Garry Dr	

	Proshunt Satoskar**, 1409 Meandering Creek Path	
	Bob Lauck, 1001 Inverness	
	Anil Agrawaz**, 624 Heritage Ln	
	Jim Engel, 5110 Bayberry St	
	Nancy Kleckner, 2608 Wisdom Creek Dr	

*submitted a speaker card but indicated did not wish to speak

**submitted a speaker card; however, didn't come forward when called

Mayor Hayden closed the Public Hearing at 10:51 p.m.

Council Discussion

There was Council discussion as follows:

- TruHotel comparison based on what is in Oklahoma City and what is proposed
- Price point for the hotel
- Concerns regarding the predominance of residential use instead of a balanced mixture of uses
- Interest in maintaining a multigenerational community and there is a need for young families to stay vibrant to continue to thrive and prosper
- Empty nesters need this type of product to locate, which also frees up their home to others who wish to move here
- Apartment dwellers are professionals and not bad people, and they will not cause crime to go up
- Objection to the term "budget hotel" as Hilton is a top notch company and they are not going to let the property go bad
- Understanding for the inability of the developer to guarantee the commercial triggers
- How the apartments allow for new people to come to Town
- Concerns regarding the parking that is visible from the road
- Possibility of creating retail space near Home Depot should be considered
- The amount of open space near the creek would be a nice amenity, especially if the canopy can be cleaned up
- How the apartments will not necessarily impact traffic
- Summarized and addressed the concerns brought up from citizens in the various emails received, including impact on schools, open space, multi-family, hotel classification
- How there is a desire for Class A Office space and how this project may serve as the template as Council's desire for office in this area
- How there was a time where was only interested in hearing only about senior apartments
- How what is presented is apartments with the hope and a promise of Class A Office and no guarantees
- How the Town is already getting a Class A office in this area without apartments
- Concerns as to whether or not the apartments are truly needed to draw the office (State Farm example)
- 2499 is not equivalent to 75 or the George Bush

- A desire to have Hilton present a better product than TruHotel
- There is a lot of concrete and a desire to convert it to something else
- Difficulty getting pass the amount of park fees the Town would be giving up and the need for a better compromise
- A desire to see more commercial overall in the project
- Concerns about protecting our Town as there were things in Southgate that the Town didn't get and Council learned from that
- Clarification about how projects come before Council
- Disappointment with the Mayor's public actions in speaking negatively about this project before it comes before Council
- How this location is at the entrance of the Town and serious consideration needs to be given to this project
- Would like to get the orange buildings (site plan) more commercial instead of convertible space

At 11:38 p.m. Mayor Hayden announced that the Town Council is convening into closed session pursuant to Texas Government Code Chapter 551.071 for consultation with the Town Attorney on this item. The Town Council reconvened into open session at 11:42 p.m.

Councilmember Bryan Webb moved to approve a request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances, and to adopt an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and Pro-rata Agreement for wastewater improvements, and authorization for Mayor to execute same on behalf of the Town, and adopt the use of the parks and open space standards contained in 98-905B with the addition of park fees per residential unit of \$575. Councilmember Forest second the motion.

Council Discussion:

- How the \$575 per unit is using the mixed use calculations
- Clarification that the motion doesn't add any assurances on the commercial aspects of the development, and is basically as presented

Councilmember Jason Webb proposed an amendment to the motion to increase the park fees.

Council Discussion:

- How the motion as presented is fair and in line with other developments of this type
- Precedence of what other developers have been allowed to do
- How there will be amenities at the new development that is in line with the Community Activity Center
- How 5.5 acres of the site is open space and available for any Flower Mound resident

Deputy Mayor Pro Tem Bryant proposed an amendment to the development agreement to have the areas depicted in orange as flex commercial to be commercial instead (the bottom floor of those buildings).

Council Discussion:

- Not interested in making that change given it's not viable commercial space at this point in time
- When the Town normally reduces park fees it's because we're getting some benefit, and what is proposed feels like we're sacrificing apartments and giving up park fees at the same time

ORDINANCE NO. 47-17

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 34.553 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NUMBER 692, AND J. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, FROM PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) TO PLANNED DEVELOPMENT DISTRICT NO. 156 (PD-156) WITH BOTH NON-RESIDENTIAL AND RESIDENTIAL USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING 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; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: FOREST, MCDANIEL, B WEBB

NAYS: J WEBB, BRYANT

19. Consider approval of the 650 Parker Square Lease Termination Agreement.

At 11:47 p.m. Mayor Hayden announced that the Town Council is convening into closed session pursuant to Texas Government Code Chapter 551.071 for consultation with the Town Attorney on this item. The Town Council reconvened into open session at 12:09 a.m. on Tuesday, December 19, 2017.

There was no presentation and no action taken on this item.

20. Consider establishing rules for electioneering at polling locations.

Given the time is after midnight there was Council consensus to postpone this item.

Deputy Mayor Pro Tem Bryant moved to postpone this item until the next Council meeting date of January 18, 2018. Mayor Pro Tem McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

K. BOARDS/COMMISSIONS (Executive Conference Room)

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

No action taken.

L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 12:12 a.m. on December 19, 2017, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 12:21 a.m. on December 19, 2017, to take action on the items as follows:

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

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.

- d. Consultation with Attorney as follows:

1. River Walk water line repair claim
2. A residents complaint

No action taken.

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 12:21 a.m. on Tuesday, December 19, 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: January 18, 2018

FROM: Brittni Barnett, Grants & Financial Analyst

ITEM: **Consider acceptance of grant funds for FDA Training, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.**

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of \$1,885.00 from the Association of Food and Drug Officials (AFDO) for the Retail Standards Grant Program. The program provides funds for the completion of projects and training to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Standards). The AFDO manages the grant but the funds originated from the U.S. Food and Drug Administration.

If approved, the grant will be used to cover the costs of an employee from Environmental Services to attend training classes related to food inspections.

This grant does not have a formal agreement the Mayor must sign. The Town received email notification that we received an award under the Retail Standards Grant Program, and an official award letter was made available through the program's online portal. This is a reimbursement grant, so the Town will receive the grant funds once the project's final report is completed (no more than 45 days after December 31, 2018).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,885.00

Proposed Expenditure:	Account Number(s):
\$1,885.00	Grant Fund

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

LEGAL REVIEW: Jeremy Page, 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 authorizing the acceptance of grant funds for FDA Training, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program, sponsored by the Association of Food and Drug Officials, and authorize the use of funds pursuant to the standards of the grant program.

RESOLUTION NO. _____

TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR FDA TRAINING FROM THE U.S. DEPARTMENT OF FOOD AND DRUG ADMINISTRATION FOR THE RETAIL STANDARDS GRANT PROGRAM, SPONSORED BY THE ASSOCIATION OF FOOD AND DRUG OFFICIALS; APPROVING THE USE OF GRANT FUNDS TO COVER THE COSTS OF AN EMPLOYEE TO ATTEND TRAINING RELATED TO FOOD INSPECTIONS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE RETAIL STANDARDS GRANT PROGRAM.

WHEREAS, the Town of Flower Mound applied for and has been awarded a grant in the amount of \$1,885.00 from the Department of Food and Drug Administration for the Retail Standards Grant Program, sponsored by the Association of Food and Drug Officials to provide funding for the completion of projects and training to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Standards); and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to cover the costs of an employee to attend training related to food inspections.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of \$1,885.00 from the Department of Food and Drug Administration for the Retail Standards Grant Program, sponsored by the Association of Food and Drug Officials.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment and activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program as outlined in the grant award document attached hereto as Exhibit "A."

SECTION 4

This Resolution shall become effective on and after its date of adoption.

RESOLUTION NO. _____

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS THE _____ DAY OF _____, 2018.**

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**VOLUNTARY NATIONAL RETAIL FOOD
REGULATORY PROGRAM STANDARDS
(RETAIL STANDARDS) GRANT PROGRAM**

Exhibit A



**U.S. FOOD & DRUG
ADMINISTRATION**



December 1, 2017

Grant Number: G-T-1709-05239

Project Title: FDA training

Award Value: \$1,885.00

Project Period: January 1, 2018 to December 31, 2018

Tom Vyles
Environmental Health Manager
Town of Flower Mound
2121 Cross Timbers
Flower Mound, Texas 75028

Dear Tom Vyles:

We have approved your application for FDA training as part of the Retail Standards Grant Program, funded by the United States Food and Drug Administration (FDA). Approval is based on review of the application submitted by you on behalf of Town of Flower Mound to the Association of Food and Drug Officials (AFDO).

As part of your application your agency has made an assurance that it will comply with all applicable Federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 74 and 92. Acceptance of this award and/or any funds provided by the Retail Standards Grant Program acknowledges agreement with all of the terms and conditions in this award letter.

Your award is based on the above-title project application, submitted to and approved by AFDO, and is subject to the following terms and conditions:

- **The grantee must complete the full scope of work and all tasks outlined in the approved grant application by December 31, 2018 unless a written exception is granted by the AFDO Programmatic Point of Contact for this grant award.**
- **Any changes to the scope, tasks, deliverables, or expenses of this project must be approved in advance and in writing by the AFDO Programmatic Point of Contact prior to work being modified or completed.**
- The grantee must abide by the grant guidance for the program, available as a PDF file on the Retail Standards Grant Program portal at <http://afdo.org/retailstandards>. This portal is also the site where you can find additional information/updates regarding this grant program, and where you can log in for project status and submission of required reports.
- Per United States Department of Health and Human Services Grants Policy, expenses for food or beverage are generally not allowed unless it is part of a per diem allowance provided in conjunction with allowable travel.
- A Final Project Report must be submitted through the online grants portal no more than 45 days after December 31, 2018. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award, accompanied by the documentation specified in the reporting section of the grant guidance.
- As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Retail Program Standards, available at: http://afdo.org/fda_vnrfrps.

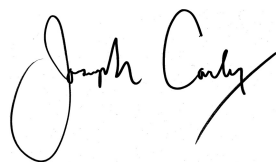
The amount of \$1,885.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that Retail Standards Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Please note, the Catalog of Federal Domestic Assistance (CFDA) number for this United States Food and Drug Administration grant, awarded to the Association of Food and Drug Officials (AFDO) on 8/11/2016, is 93.103. Your grant is considered a subaward under this AFDO grant.

If you have questions about this award, please contact your AFDO Programmatic Point of Contact. Additionally, the Retail Food Safety Specialist from your FDA Region is an integral part of your jurisdiction's successful completion of Retail Standards activities, and is available to assist with your funded project. Contact information for both individuals is listed below.

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



Joe Corby
Executive Director
Association of Food and Drug Officials
2550 Kingston Road
Suite 311
York, PA 17402

AFDO Programmatic Point of Contact:

Michael Turner
retailstandards@afdo.org
(850) 583-4593

Follow the link below to obtain contact information for the FDA Regional Food Specialist assigned to assist your jurisdiction:

<http://afdo.org/retailstandards/fdaregionalcontacts>

cc: Daniel Lukash (daniel.lukash@fda.hhs.gov)
Catherine Hosman (catherine.hosman@fda.hhs.gov)



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: January 18, 2018

FROM: Brittnei Barnett, Grants & Financial Analyst

ITEM: Consider acceptance of grant funds for Standards Achievement, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of \$1,458.00 from the Association of Food and Drug Officials (AFDO) for the Retail Standards Grant Program. The program provides funds for the completion of projects and training to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Standards). The AFDO manages the grant but the funds originated from the U.S. Food and Drug Administration.

If approved, the grant will be used to cover the personnel costs related to developing written policies and procedures for the Environmental Services department.

This grant does not have a formal agreement the Mayor must sign. The Town received email notification that we received an award under the Retail Standards Grant Program, and an official award letter was made available through the program's online portal. This is a reimbursement grant, so the Town will receive the grant funds once the project's final report is completed (no more than 45 days after December 31, 2018).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,458.00

Proposed Expenditure:	Account Number(s):
\$1,458.00	Grant Fund

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

LEGAL REVIEW: Jeremy Page, 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 authorizing the acceptance of grant funds for Standards Achievement, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program, sponsored by the Association of Food and Drug Officials, and authorize the use of funds pursuant to the standards of the grant program.

RESOLUTION NO. _____

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR STANDARDS ACHIEVEMENT, FROM THE U.S. DEPARTMENT OF FOOD AND DRUG ADMINISTRATION FOR THE RETAIL STANDARDS GRANT PROGRAM, SPONSORED BY THE ASSOCIATION OF FOOD AND DRUG OFFICIALS; APPROVING THE USE OF GRANT FUNDS TO COVER PERSONNEL COSTS RELATED TO DEVELOPING WRITTEN POLICIES AND PROCEDURES FOR THE DEPARTMENT; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE RETAIL STANDARDS GRANT PROGRAM.

WHEREAS, the Town of Flower Mound applied for and has been awarded a grant in the amount of \$1,458.00 from the Department of Food and Drug Administration for the Retail Standards Grant Program, sponsored by the Association of Food and Drug Officials to provide funding for the completion of projects and training to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Standards); and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to cover the personnel costs related to developing written policies and procedures for the department.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of \$1,458.00 from the Department of Food and Drug Administration for the Retail Standards Grant Program, sponsored by the Association of Food and Drug Officials.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment and activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program as outlined in the grant award document attached hereto as Exhibit "A."

SECTION 4

This Resolution shall become effective on and after its date of adoption.

RESOLUTION NO. _____

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS THE _____ DAY OF _____, 2018.**

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**VOLUNTARY NATIONAL RETAIL FOOD
REGULATORY PROGRAM STANDARDS
(RETAIL STANDARDS) GRANT PROGRAM**



November 30, 2017

Grant Number: G-SP-1709-05250

Project Title: Standards achievement

Award Value: \$1,458.00

Project Period: January 1, 2018 to December 31, 2018

Tom Vyles
Environmental Health Manager
Town of Flower Mound
2121 Cross Timbers
Flower Mound, Texas 75028

Dear Tom Vyles:

We have approved your application for Standards achievement as part of the Retail Standards Grant Program, funded by the United States Food and Drug Administration (FDA). Approval is based on review of the application submitted by you on behalf of Town of Flower Mound to the Association of Food and Drug Officials (AFDO).

As part of your application your agency has made an assurance that it will comply with all applicable Federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 74 and 92. Acceptance of this award and/or any funds provided by the Retail Standards Grant Program acknowledges agreement with all of the terms and conditions in this award letter.

Your award is based on the above-title project application, submitted to and approved by AFDO, and is subject to the following terms and conditions:

- **The grantee must complete the full scope of work and all tasks outlined in the approved grant application by December 31, 2018 unless a written exception is granted by the AFDO Programmatic Point of Contact for this grant award.**
- **Any changes to the scope, tasks, deliverables, or expenses of this project must be approved in advance and in writing by the AFDO Programmatic Point of Contact prior to work being modified or completed.**
- The grantee must abide by the grant guidance for the program, available as a PDF file on the Retail Standards Grant Program portal at <http://afdo.org/retailstandards>. This portal is also the site where you can find additional information/updates regarding this grant program, and where you can log in for project status and submission of required reports.
- Per United States Department of Health and Human Services Grants Policy, expenses for food or beverage are generally not allowed unless it is part of a per diem allowance provided in conjunction with allowable travel.
- A Final Project Report must be submitted through the online grants portal no more than 45 days after December 31, 2018. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award, accompanied by the documentation specified in the reporting section of the grant guidance.
- As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Retail Program Standards, available at: http://afdo.org/fda_vnrfrps.

The amount of \$1,458.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that Retail Standards Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Please note, the Catalog of Federal Domestic Assistance (CFDA) number for this United States Food and Drug Administration grant, awarded to the Association of Food and Drug Officials (AFDO) on 8/11/2016, is 93.103. Your grant is considered a subaward under this AFDO grant.

If you have questions about this award, please contact your AFDO Programmatic Point of Contact. Additionally, the Retail Food Safety Specialist from your FDA Region is an integral part of your jurisdiction's successful completion of Retail Standards activities, and is available to assist with your funded project. Contact information for both individuals is listed below.

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



Joe Corby
Executive Director
Association of Food and Drug Officials
2550 Kingston Road
Suite 311
York, PA 17402

AFDO Programmatic Point of Contact:

Michael Turner
retailstandards@afdo.org
(850) 583-4593

Follow the link below to obtain contact information for the FDA Regional Food Specialist assigned to assist your jurisdiction:

<http://afdo.org/retailstandards/fdaregionalcontacts>

cc: Daniel Lukash (daniel.lukash@fda.hhs.gov)
Catherine Hosman (catherine.hosman@fda.hhs.gov)



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: January 18, 2018

FROM: Tiffany Bruce, P.E., Acting Executive Director of Public Works

ITEM: Consider approval of Amendment No. 2 to the Fiscal Year 2017-2018 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2017-2018 Capital Improvement Program (CIP) Amendment 1, was approved by Town Council on November 6, 2017. Amendment No. 2 is proposed to increase funding to the General Fund budget and provide an increase to the Utility Fund budget. The proposed CIP Amendment No. 2 for FY 2017-2018 would increase the currently adopted General Fund budget expenditures from \$31,586,749 to \$31,846,749 and, the Utility Fund budgeted expenditures will increase from \$25,885,000 to \$25,955,000.

FISCAL IMPACT:

Proposed CIP:

FY 2017-2018:	General Capital Projects	\$31,846,749
	Utility Capital Projects	\$25,955,000
Five-Year CIP Plan:	General Capital Projects	\$202,526,251
	Utility Capital Projects	\$142,445,190

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2017-2018 CIP Amendment No. 2 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

DRAFT MOTION: Move to approve Amendment No. 2 to the Fiscal Year 2017-2018 Capital Improvement Program.

Project Modification Listing
CIP Amendment 2

Streets (General Funds)

- Sidewalk Links: Add \$150,000 from a 2017-18 approved Decision Package

Signals (General Funds)

- FM 2499 at College Parkway: Add \$110,000 due to higher than expected intersection improvement construction costs

Facilities (General Funds)

- Town Hall: Adjust funding sources to include Tree Preservation, and PEG Funds, no change in budget

Water (Utility Funds)

- Pintail Pump Station (Auxiliary Power & Upgrades): Correct funding sources and the scheduled funding

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027						2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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 **	533,000	465,000	150,000	150,000	150,000	150,000	-	1,598,000	3,000	2,5	530,000	-	1,065,000	465,000	150,000	150,000	150,000	-
Churchill Drive (FM 2499 to Yucca) **	525,000	475,000	-	-	-	-	-	1,000,000	1,000,000	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	600,000	6,320,000	-	-	-	-	7,000,000	1,100,000	0,1,5	-	-	5,900,000	-	5,900,000	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	555,000	-	-	-	-	-	-	555,000	555,000	0	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	885,000	-	-	-	-	-	-	885,000	785,000	2,7	100,000	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	2,7	-	-	-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	-	950,000	-	-	-	-	-	950,000	350,000	0,2,3,5,7	-	-	600,000	600,000	-	-	-	-
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	-	-	-	-	-	-	-
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 Roadway Improvements	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	2,400,156	-	-	-	-	-	2,800,000	2,800,000	0,1	-	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase III (FM 407 - 3040) **	-	-	3,600,000	-	-	-	-	3,600,000	3,600,000	0,7	-	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase IV (FM 407 - 3040) **	-	-	-	3,900,000	-	-	-	3,900,000	-	-	-	3,900,000	-	-	3,900,000	-	-	-
Rippy Road (Waketon to FM 2499)**	-	800,000	-	1,315,000	-	-	-	2,115,000	2,115,000	2,7	-	-	-	-	-	-	-	-
Roadway Amenities	185,000	90,000	90,000	90,000	90,000	90,000	-	635,000	80,000	2	105,000	-	450,000	90,000	90,000	90,000	90,000	-
Sidewalk Links **	811,000	-	-	-	-	-	-	811,000	811,000	2,4	-	-	-	-	-	-	-	-
Sidewalk Links **	811,000	150,000	-	-	-	-	-	961,000	961,000	2,4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	905,000	-	-	-	-	-	905,000	5,000	2	-	-	900,000	900,000	-	-	-	-
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) **	1,050,000	-	-	-	-	-	-	1,050,000	150,000	2,5	900,000	-	-	-	-	-	-	-
Waketon Road **	5,270,000	230,000	-	-	-	-	-	5,500,000	4,670,000	2,3,5,7	600,000	-	230,000	230,000	-	-	-	-

SUBTOTAL - OLD	\$ 21,951,844	\$ 9,015,156	\$ 10,300,250	\$ 5,975,000	\$ 240,000	\$ 2,703,000	\$ 21,383,337	\$ 71,568,587	\$ 41,151,587		\$ 4,610,000	\$ -	\$ 25,807,000	\$ 3,985,000	\$ 6,180,000	\$ 4,340,000	\$ 240,000	\$ 1,640,000	\$ 9,422,000
SUBTOTAL - NEW	\$ 21,951,844	\$ 9,165,156	\$ 10,300,250	\$ 5,975,000	\$ 240,000	\$ 2,703,000	\$ 21,383,337	\$ 71,718,587	\$ 41,301,587		\$ 4,610,000	\$ -	\$ 25,807,000	\$ 3,985,000	\$ 6,180,000	\$ 4,340,000	\$ 240,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027							2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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 2499 at College Parkway	230,000	-	-	-	-	-	-	230,000	230,000	0,2,7	-	-	-	-	-	-	-	-	-
FM 2499 at College Parkway	230,000	110,000	-	-	-	-	-	340,000	340,000	0,2,7	-	-	-	-	-	-	-	-	-
FM 2499 at Silveron	240,000	-	-	-	-	-	-	240,000	240,000	0,2	-	-	-	-	-	-	-	-	-
FM 407 at Browning - Reconstruction	25,000	300,000	-	-	-	-	-	325,000	25,000	2,4	-	-	300,000	300,000	-	-	-	-	-
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	375,000	125,000	125,000	125,000	125,000	125,000	-	1,000,000	-	2	375,000	-	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	25,000	-	-	-	-	-	275,000	275,000	0,2,4	-	-	-	-	-	-	-	-	-
SUBTOTAL - OLD	\$ 1,120,000	\$ 450,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,290,000	\$ 2,490,000		\$ 375,000	\$ -	\$ 1,425,000	\$ 425,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000
SUBTOTAL - NEW	\$ 1,120,000	\$ 560,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,400,000	\$ 2,600,000		\$ 375,000	\$ -	\$ 1,425,000	\$ 425,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	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 Chancellor) **	-	-	335,000	2,400,000	-	-	-	2,735,000	2,735,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	-	-	-	350,000	2,300,000	2,650,000	2,650,000	8	-		-		-		-	-	-	-	-	-
Grady Court	-	-	675,000	-	-	-	-	675,000	675,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	950,000	-	-	-	-	950,000	950,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	1,400,000	-	-	-	-	-	-	1,400,000	1,400,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase II (FM 3040 to Forest Vista Drive) **	-	5,300,000	-	-	-	-	-	5,300,000	5,300,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase III (Forest Vista Drive to Firewheel) **	-	-	900,000	-	-	-	-	900,000	900,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	625,000	-	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	-	250,000	2,000,000	-	-	2,250,000	2,250,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-	-	-	300,000	2,925,000	-	3,225,000	3,225,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	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.) **	1,350,000	-	-	-	-	-	-	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) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 9,625,000	\$ 5,300,000	\$ 3,260,000	\$ 2,650,000	\$ 2,300,000	\$ 3,275,000	\$ 8,244,000	\$ 34,654,000	\$ 34,654,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Storage Warehouse	-	650,000	-	-	-	-	-	650,000	-	2	-		-		650,000		650,000	-	-	-	-	-
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		-		-		-	-	-	-	-	-
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) **	-	1,470,000	5,050,000	-	-	-	-	6,520,000	500,000	2	-		-		6,020,000		1,470,000	4,550,000	-	-	-	-
Library Expansion**	-	12,400,000	-	-	-	-	-	12,400,000	-	2,7	-		-		12,400,000		12,400,000	-	-	-	-	-
Log Cabin	-	51,593	-	-	-	-	-	51,593	51,593	1,2	-		-		-		-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	2,4	1,760,000		-		-		-	-	-	-	-	-
Town Hall **	18,800,000	-	-	-	-	-	-	18,800,000		2,7	18,800,000		-		-		-		-	-	-	-
Town Hall **	18,800,000	-	-	-	-	-	-	18,800,000	600,000	2,7	18,200,000		-		-		-		-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL - OLD	\$ 24,044,375	\$ 14,571,593	\$ 5,350,000	\$ 6,500,000	\$ -	\$ -	\$ 2,235,000	\$ 52,700,968	\$ 3,055,968		\$ 21,540,000		\$ -		\$ 28,105,000		\$ 14,520,000	\$ 4,850,000	\$ 6,500,000	\$ -	\$ -	\$ 2,235,000
SUBTOTAL - NEW	\$ 24,044,375	\$ 14,571,593	\$ 5,350,000	\$ 6,500,000	\$ -	\$ -	\$ 2,235,000	\$ 52,700,968	\$ 3,655,968		\$ 20,940,000		\$ -		\$ 28,105,000		\$ 14,520,000	\$ 4,850,000	\$ 6,500,000	\$ -	\$ -	\$ 2,235,000

*General Obligation Bonds

0

0

** Project Includes ADA Improvements

Other Sources

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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, Stone Creek, Thrush West, & Gerault parks) **	-	-	1,000,000	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, & Pecan Orchard parks) **	-	-	-	350,000	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2020-21 Playground Replacements (Cortadera, Wilkerson, Grand, & Possum parks) **	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock Park) **	-	-	-	-	-	250,000	-	250,000	250,000	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	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Lighting Upggrade	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Restroom	-	-	450,000	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bella Lago Master Plan	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Canyon Falls Park Design	-	-	150,000	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Canyon Falls Park Development	-	-	-	-	-	-	2,500,000	2,500,000	2,500,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Comunity Activity Center Improvements	257,000	-	-	-	-	-	-	257,000	-	2	257,000	-	-	-	-	-	-	-	-	-	-	-
Chinn Chapel Lighting Improvements	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	-	900,000	900,000	900,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Heritage Park (Lighting Improvements, Restroom at Dog Park, Upgrade Srufaces)	-	-	-	-	750,000	-	-	750,000	750,000	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	2,181,000	-	-	-	-	-	-	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	-	-	-	-	-	-	-	-	-	-	-	-
Lakewood Park - Pavilion	-	-	75,000	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, Colony, Lakewood FY 2020-21) & (Shadow Ridge, Oak, Grand, Culwell Parker FY 2021-22)	-	-	-	-	425,000	375,000	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	460,000	50,000	50,000	50,000	50,000	50,000	-	710,000	710,000	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	-	-	-	-	-	-	-	-	-	-	-	-
Rheudasil Park Improvements	200,000	-	200,000	1,600,000	-	-	-	2,000,000	2,000,000	2,8	-	-	-	-	-	-	-	-	-	-	-	-
Rheudasil, Wilkerson, & Cortadera Parks Pond Dredging and Bank Stabilization	3,429,696	-	-	-	-	-	-	3,429,696	1,379,696	8	2,050,000	-	-	-	-	-	-	-	-	-	-	-
Tennis Center (Master Plan, Design, Construction)	-	-	-	-	-	-	5,560,000	5,560,000	5,560,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	-	4,700,000	4,700,000	4,700,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trails Master Plan	-	-	-	300,000	-	-	-	300,000	300,000	2,8	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 11,517,696	\$ 2,250,000	\$ 1,975,000	\$ 2,300,000	\$ 2,225,000	\$ 1,925,000	\$ 16,860,000	\$ 39,052,696	\$ 36,745,696		\$ 2,307,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND - OLD	\$ 68,258,916	\$ 31,586,749	\$ 21,225,250	\$ 17,550,000	\$ 4,890,000	\$ 8,028,000	\$ 50,727,337	\$ 202,266,251	\$ 118,097,251		\$ 28,832,000	\$ -	\$ 55,337,000	\$ 18,930,000	\$ 11,155,000	\$ 10,965,000	\$ 365,000	\$ 1,765,000	\$ 12,157,000			
GRAND TOTAL GENERAL FUND - NEW	\$ 68,258,916	\$ 31,846,749	\$ 21,225,250	\$ 17,550,000	\$ 4,890,000	\$ 8,028,000	\$ 50,727,337	\$ 202,526,251	\$ 118,957,251		\$ 28,232,000	\$ -	\$ 55,337,000	\$ 18,930,000	\$ 11,155,000	\$ 10,965,000	\$ 365,000	\$ 1,765,000	\$ 12,157,000			

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027							2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand Elevated Storage Tank Rehabilitation	1,880,000	-	-	-	-	-	-	1,880,000	80,000	2	1,800,000	-	-	-	-	-	-	-	-
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	2,660,000	400,000	0,2	1,700,000	-	560,000	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	-	1,500,000	-	-	-	-	-	1,500,000	620,000	0,5	-	-	880,000	880,000	-	-	-	-	-
Denton Creek District - Water Reuse Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	100,000	600,000	1,700,000	-	-	-	2,400,000	100,000	0,2	-	-	2,300,000	-	600,000	1,700,000	-	-	-
Denton Creek District - Reuse Waterlines	650,000	250,000	250,000	250,000	-	-	-	1,400,000	1,400,000	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)	-	3,100,000	-	-	-	-	-	3,100,000	2,300,000	0,2,7	-	-	800,000	800,000	-	-	-	-	-
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	1,900,000	-	-	-	-	-	2,250,000	-	2	350,000	-	1,900,000	1,900,000	-	-	-	-	-
High Road Water Line Replacement Phase II	-	350,000	3,000,000	-	-	-	-	3,350,000	-	2	-	-	3,350,000	350,000	3,000,000	-	-	-	-
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 - FM 1171)	35,000	1,365,000	-	-	-	-	-	1,400,000	300,000	0,2	-	-	1,100,000	1,100,000	-	-	-	-	-
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	85,000	-	-	-	-	-	135,000	135,000	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	-	-	-	-	-	-	-	-	-
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 Lines Phase II	-	1,000,000	-	-	-	-	-	1,000,000	-	0,2,7	-	-	1,000,000	1,000,000	-	-	-	-	-
Morriess Road Water Lines Phase III	-	-	3,000,000	-	-	-	-	3,000,000	2,200,000	0,2,7	-	-	800,000	-	800,000	-	-	-	-
Morriess Road Water Lines Phase IV	-	-	-	4,900,000	-	-	-	4,900,000	-	0,2,7	-	-	4,900,000	-	-	4,900,000	-	-	-
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	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	-	400,000	1,700,000	-	-	-	-	2,100,000	400,000	0,2,5	-	-	1,700,000	-	1,700,000	-	-	-	-
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	20,000	-	-	-	-	-	750,000	350,000	0,2	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
Shady Point Acres Water Line Replacement	1,300,000	-	-	-	-	-	-	1,300,000	-	2	1,300,000	-	-	-	-	-	-	-	-
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	-	60,000	500,000	-	-	-	-	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	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	150,000	-	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0,2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0,2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0,2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0,2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	650,000	50,000	50,000	50,000	50,000	50,000	-	900,000	-	2	650,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	135,785	5,000	5,000	5,000	5,000	5,000	-	160,785	160,785	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) **	1,225,000	-	-	-	-	-	-	1,225,000	975,000	2	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	-	-	-	-	-	-	-	-
SUBTOTAL - OLD	\$ 11,323,405	\$ 11,075,000	\$ 9,775,000	\$ 10,445,000	\$ 355,000	\$ 355,000	\$ 35,716,000	\$ 79,044,405	\$ 16,198,405		\$ 7,610,000	\$ -	\$ 55,236,000	\$ 8,710,000	\$ 5,550,000	\$ 9,170,000	\$ 350,000	\$ 350,000	\$ 31,106,000
SUBTOTAL - NEW	\$ 11,323,405	\$ 11,145,000	\$ 9,705,000	\$ 10,445,000	\$ 355,000	\$ 355,000	\$ 35,716,000	\$ 79,044,405	\$ 16,268,405		\$ 7,610,000	\$ -	\$ 55,166,000	\$ 8,940,000	\$ 7,250,000	\$ 9,170,000	\$ 350,000	\$ 350,000	\$ 31,106,000

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Bakers Branch Stabilization at 621 Somerset Drive	-	150,000	225,000	-	-	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-	-	
Bakers Branch Stabilization at 160 & 1612 Strait Lane	-	-	-	-	-	200,000	-	200,000	200,000	2	-		-		-	-	-	-	-	-	-	
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	-	-	-	175,000	200,000	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-	-	
Creek Bank Stabilizatn at 1540 Echo Bluff	-	-	-	-	-	-	75,000	75,000	75,000	2	-		-		-	-	-	-	-	-	-	
Creek Bank Stabilization at 3100 River Hill Court	20,000	80,000	-	-	-	-	-	100,000	100,000	2	-		-		-	-	-	-	-	-	-	
East Waketon Road Drainage Improvements	50,000	100,000	-	-	-	-	-	150,000	150,000	1,2	-		-		-	-	-	-	-	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-	-	-	-	-	-	-	
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	-	-	50,000	-	-	-	50,000	50,000	2	-		-		-	-	-	-	-	-	-	
Pecan Acres Drainage Improvements	-	-	-	-	-	-	500,000	500,000	500,000	2	-		-		-	-	-	-	-	-	-	
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-		-	-	-	-	-	-	-	
SUBTOTAL	\$ 570,000	\$ 330,000	\$ 225,000	\$ 225,000	\$ 200,000	\$ 200,000	\$ 1,050,000	\$ 2,800,000	\$ 2,800,000		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027									2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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	130,000	-	-	-	-	-	-	130,000	130,000	2	-	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	80,000	-	-	-	80,000	80,000	0,2	0	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,980,000	250,000	250,000	250,000	250,000	250,000	-	3,230,000	130,000	2	1,850,000	-	-	1,250,000	-	250,000	250,000	250,000	250,000	250,000	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	850,000	-	-	-	-	-	850,000	400,000	0,2	0	-	-	450,000	-	450,000	-	-	-	-	-
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	1,775,000	-	-	-	-	-	-	1,775,000	50,000	2	1,725,000	-	-	-	-	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0,2	-	-	-	330,000	-	-	-	-	330,000	-	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	750,000	-	-	-	-	-	750,000	-	0,2	-	-	-	750,000	-	750,000	-	-	-	-	-
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 (Morrisr 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)	960,000	1,700,000	-	-	-	-	-	2,660,000	410,000	0,2	550,000	-	-	1,700,000	-	1,700,000	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	350,000	3,350,000	-	-	-	-	-	3,700,000	-	2	350,000	-	-	3,350,000	-	3,350,000	-	-	-	-	-
Wastewater Master Plan	-	-	-	150,000	-	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	205,785	5,000	5,000	5,000	5,000	5,000	-	230,785	230,785	0,2	-	-	-	-	-	-	-	-	-	-	-
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	780,000	-	-	-	-	-	-	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	800,000	-	-	6,000,000	-	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)	-	-	420,000	-	-	-	-	420,000	95,000	0,2	-	-	-	325,000	-	325,000	-	-	-	-	-
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	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 13,670,785	\$ 14,480,000	\$ 3,075,000	\$ 3,785,000	\$ 685,000	\$ 2,795,000	\$ 22,110,000	\$ 60,600,785	\$ 6,150,785		\$ 10,985,000	\$ -	\$ 43,465,000	\$ 14,000,000	\$ 2,575,000	\$ 3,400,000	\$ 250,000	\$ 2,990,000	\$ 20,250,000		
GRAND TOTAL UTILITY FUND - OLD	\$ 25,564,190	\$ 25,885,000	\$ 13,075,000	\$ 14,455,000	\$ 1,240,000	\$ 3,350,000	\$ 58,876,000	\$ 142,445,190	\$ 25,149,190		\$ 18,595,000	\$ -	\$ 98,701,000	\$ 22,710,000	\$ 8,125,000	\$ 12,570,000	\$ 600,000	\$ 3,340,000	\$ 51,356,000		
GRAND TOTAL UTILITY FUND - NEW	\$ 25,564,190	\$ 25,955,000	\$ 13,005,000	\$ 14,455,000	\$ 1,240,000	\$ 3,350,000	\$ 58,876,000	\$ 142,445,190	\$ 25,219,190		\$ 18,595,000	\$ -	\$ 98,631,000	\$ 20,940,000	\$ 9,825,000	\$ 12,570,000	\$ 600,000	\$ 3,340,000	\$ 51,356,000		

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027							2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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 **	533,000	465,000	150,000	150,000	150,000	150,000	-	1,598,000	3,000	2,5	530,000	-	1,065,000	465,000	150,000	150,000	150,000	150,000	-
Churchill Drive (FM 2499 to Yucca) **	525,000	475,000	-	-	-	-	-	1,000,000	1,000,000	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	600,000	6,320,000	-	-	-	-	7,000,000	1,100,000	0,1,5	-	-	5,900,000	-	5,900,000	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	555,000	-	-	-	-	-	-	555,000	555,000	0	-	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	885,000	-	-	-	-	-	-	885,000	785,000	2,7	100,000	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	2,7	-	-	-	-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	-	950,000	-	-	-	-	-	950,000	350,000	0,2,3,5,7	-	-	600,000	600,000	-	-	-	-	-
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	-	-	-	-	-	-	-	-
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 Roadway Improvements	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	2,400,156	-	-	-	-	-	2,800,000	2,800,000	0,1	-	-	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase III (FM 407 - 3040) **	-	-	3,600,000	-	-	-	-	3,600,000	3,600,000	0,7	-	-	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase IV (FM 407 - 3040) **	-	-	-	3,900,000	-	-	-	3,900,000	-		-	-	3,900,000	-	-	3,900,000	-	-	-
Rippy Road (Waketon to FM 2499)**	-	800,000	-	1,315,000	-	-	-	2,115,000	2,115,000	2,7	-	-	-	-	-	-	-	-	-
Roadway Amenities	185,000	90,000	90,000	90,000	90,000	90,000	-	635,000	80,000	2	105,000	-	450,000	90,000	90,000	90,000	90,000	90,000	-
Sidewalk Links **	811,000	150,000	-	-	-	-	-	961,000	961,000	2,4	-	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	905,000	-	-	-	-	-	905,000	5,000	2	-	-	900,000	900,000	-	-	-	-	-
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) **	1,050,000	-	-	-	-	-	-	1,050,000	150,000	2,5	900,000	-	-	-		-	-	-	-
Waketon Road **	5,270,000	230,000	-	-	-	-	-	5,500,000	4,670,000	2,3,5,7	600,000	-	230,000	230,000	-	-	-	-	-
SUBTOTAL	\$ 21,951,844	\$ 9,165,156	\$ 10,300,250	\$ 5,975,000	\$ 240,000	\$ 2,703,000	\$ 21,383,337	\$ 71,718,587	\$ 41,301,587		\$ 4,610,000	\$ -	\$ 25,807,000	\$ 3,985,000	\$ 6,180,000	\$ 4,340,000	\$ 240,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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 2499 at College Parkway	230,000	110,000	-	-	-	-	-	340,000	340,000	0,2,7	-		-		-		-	-	-	-	-	-
FM 2499 at Silveron	240,000	-	-	-	-	-	-	240,000	240,000	0,2	-		-		-		-	-	-	-	-	-
FM 407 at Browning - Reconstruction	25,000	300,000	-	-	-	-	-	325,000	25,000	2,4	-		-		300,000		300,000	-	-	-	-	-
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	375,000	125,000	125,000	125,000	125,000	125,000	-	1,000,000	-	2	375,000		-		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	25,000	-	-	-	-	-	275,000	275,000	0,2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 1,120,000	\$ 560,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,400,000	\$ 2,600,000		\$ 375,000		\$ -		\$ 1,425,000		\$ 425,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	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 Chancellor) **	-	-	335,000	2,400,000	-	-	-	2,735,000	2,735,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	-	-	-	350,000	2,300,000	2,650,000	2,650,000	8	-		-		-		-	-	-	-	-	-
Grady Court	-	-	675,000	-	-	-	-	675,000	675,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	950,000	-	-	-	-	950,000	950,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	1,400,000	-	-	-	-	-	-	1,400,000	1,400,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase II (FM 3040 to Forest Vista Drive) **	-	5,300,000	-	-	-	-	-	5,300,000	5,300,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase III (Forest Vista Drive to Firewheel) **	-	-	900,000	-	-	-	-	900,000	900,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	625,000	-	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	-	250,000	2,000,000	-	-	2,250,000	2,250,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-	-	-	300,000	2,925,000	-	3,225,000	3,225,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	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.) **	1,350,000	-	-	-	-	-	-	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) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 9,625,000	\$ 5,300,000	\$ 3,260,000	\$ 2,650,000	\$ 2,300,000	\$ 3,275,000	\$ 8,244,000	\$ 34,654,000	\$ 34,654,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Storage Warehouse	-	650,000	-	-	-	-	-	650,000	-	2	-		-		650,000		650,000	-	-	-	-	-
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		-		-		-	-	-	-	-	-
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) **	-	1,470,000	5,050,000	-	-	-	-	6,520,000	500,000	2	-		-		6,020,000		1,470,000	4,550,000	-	-	-	-
Library Expansion**	-	12,400,000	-	-	-	-	-	12,400,000	-	2,7	-		-		12,400,000		12,400,000	-	-	-	-	-
Log Cabin	-	51,593	-	-	-	-	-	51,593	51,593	1,2	-		-		-		-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	2,4	1,760,000		-		-		-	-	-	-	-	-
Town Hall **	18,800,000	-	-	-	-	-	-	18,800,000	600,000	2,7	18,200,000		-		-		-		-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 24,044,375	\$ 14,571,593	\$ 5,350,000	\$ 6,500,000	\$ -	\$ -	\$ 2,235,000	\$ 52,700,968	\$ 3,655,968		\$ 20,940,000		\$ -		\$ 28,105,000		\$ 14,520,000	\$ 4,850,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

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					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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, Stone Creek, Thrush West, & Gerault parks) **	-	-	1,000,000	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, & Pecan Orchard parks) **	-	-	-	350,000	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2020-21 Playground Replacements (Cortadera, Wilkerson, Grand, & Possum parks) **	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock Park) **	-	-	-	-	-	250,000	-	250,000	250,000	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	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Lighting Upgrade	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Restroom	-	-	450,000	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bella Lago Master Plan	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Canyon Falls Park Design	-	-	150,000	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Canyon Falls Park Development	-	-	-	-	-	-	2,500,000	2,500,000	2,500,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Comunity Activity Center Improvements	257,000	-	-	-	-	-	-	257,000	-	2	257,000	-	-	-	-	-	-	-	-	-	-	-
Chinn Chapel Lighting Improvements	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	-	900,000	900,000	900,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Heritage Park (Lighting Improvements, Restroom at Dog Park, Upgrade Srufaces)	-	-	-	-	750,000	-	-	750,000	750,000	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	2,181,000	-	-	-	-	-	-	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	-	-	-	-	-	-	-	-	-	-	-	-
Lakewood Park - Pavilion	-	-	75,000	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, Colony, Lakewood FY 2020-21) & (Shadow Ridge, Oak, Grand, Culwell Parker FY 2021-22)	-	-	-	-	425,000	375,000	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	460,000	50,000	50,000	50,000	50,000	50,000	-	710,000	710,000	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	-	-	-	-	-	-	-	-	-	-	-	-
Rheudasil Park Improvements	200,000	-	200,000	1,600,000	-	-	-	2,000,000	2,000,000	2,8	-	-	-	-	-	-	-	-	-	-	-	-
Rheudasil, Wilkerson, & Cortadera Parks Pond Dredging and Bank Stabilization	3,429,696	-	-	-	-	-	-	3,429,696	1,379,696	8	2,050,000	-	-	-	-	-	-	-	-	-	-	-
Tennis Center (Master Plan, Design, Construction)	-	-	-	-	-	-	5,560,000	5,560,000	5,560,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	-	4,700,000	4,700,000	4,700,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trails Master Plan	-	-	-	300,000	-	-	-	300,000	300,000	2,8	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 11,517,696	\$ 2,250,000	\$ 1,975,000	\$ 2,300,000	\$ 2,225,000	\$ 1,925,000	\$ 16,860,000	\$ 39,052,696	\$ 36,745,696		\$ 2,307,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 68,258,916	\$ 31,846,749	\$ 21,225,250	\$ 17,550,000	\$ 4,890,000	\$ 8,028,000	\$ 50,727,337	\$ 202,526,251	\$ 118,957,251		\$ 28,232,000	\$ -	\$ 55,337,000	\$ 18,930,000	\$ 11,155,000	\$ 10,965,000	\$ 365,000	\$ 1,765,000	\$ 12,157,000			

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

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

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027							2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand Elevated Storage Tank Rehabilitation	1,880,000	-	-	-	-	-	-	1,880,000	80,000	2	1,800,000	-	-	-	-	-	-	-	-
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	2,660,000	400,000	0,2	1,700,000	-	560,000	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	-	1,500,000	-	-	-	-	-	1,500,000	620,000	0,5	-	-	880,000	880,000	-	-	-	-	-
Denton Creek District - Water Reuse Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	100,000	600,000	1,700,000	-	-	-	2,400,000	100,000	0,2	-	-	2,300,000	-	600,000	1,700,000	-	-	-
Denton Creek District - Reuse Waterlines	650,000	250,000	250,000	250,000	-	-	-	1,400,000	1,400,000	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)	-	3,100,000	-	-	-	-	-	3,100,000	2,300,000	0,2,7	-	-	800,000	800,000	-	-	-	-	-
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	1,900,000	-	-	-	-	-	2,250,000	-	2	350,000	-	1,900,000	1,900,000	-	-	-	-	-
High Road Water Line Replacement Phase II	-	350,000	3,000,000	-	-	-	-	3,350,000	-	2	-	-	3,350,000	350,000	3,000,000	-	-	-	-
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 - FM 1171)	35,000	1,365,000	-	-	-	-	-	1,400,000	300,000	0,2	-	-	1,100,000	1,100,000	-	-	-	-	-
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	85,000	-	-	-	-	-	135,000	135,000	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	-	-	-	-	-	-	-	-	-
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 Lines Phase II	-	1,000,000	-	-	-	-	-	1,000,000	-	0,2,7	-	-	1,000,000	1,000,000	-	-	-	-	-
Morriess Road Water Lines Phase III	-	-	3,000,000	-	-	-	-	3,000,000	2,200,000	0,2,7	-	-	800,000	-	800,000	-	-	-	-
Morriess Road Water Lines Phase IV	-	-	-	4,900,000	-	-	-	4,900,000	-	0,2,7	-	-	4,900,000	-	-	4,900,000	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	-	400,000	1,700,000	-	-	-	-	2,100,000	400,000	0,2,5	-	-	1,700,000	-	1,700,000	-	-	-	-
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	20,000	-	-	-	-	-	750,000	350,000	0,2	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
Shady Point Acres Water Line Replacement	1,300,000	-	-	-	-	-	-	1,300,000	-	2	1,300,000	-	-	-	-	-	-	-	-
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	-	60,000	500,000	-	-	-	-	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	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	150,000	-	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0,2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0,2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0,2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0,2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	650,000	50,000	50,000	50,000	50,000	50,000	-	900,000	-	2	650,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	135,785	5,000	5,000	5,000	5,000	5,000	-	160,785	160,785	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) **	1,225,000	-	-	-	-	-	-	1,225,000	975,000	2	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	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 11,323,405	\$ 11,145,000	\$ 9,705,000	\$ 10,445,000	\$ 355,000	\$ 355,000	\$ 35,716,000	\$ 79,044,405	\$ 16,268,405		\$ 7,610,000	\$ -	\$ 55,166,000	\$ 6,940,000	\$ 7,250,000	\$ 9,170,000	\$ 350,000	\$ 350,000	\$ 31,106,000

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Bakers Branch Stabilization at 621 Somerset Drive	-	150,000	225,000	-	-	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-	-	
Bakers Branch Stabilization at 160 & 1612 Strait Lane	-	-	-	-	-	200,000	-	200,000	200,000	2	-		-		-	-	-	-	-	-	-	
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	-	-	-	175,000	200,000	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-	-	
Creek Bank Stabilizatn at 1540 Echo Bluff	-	-	-	-	-	-	75,000	75,000	75,000	2	-		-		-	-	-	-	-	-	-	
Creek Bank Stabilization at 3100 River Hill Court	20,000	80,000	-	-	-	-	-	100,000	100,000	2	-		-		-	-	-	-	-	-	-	
East Waketon Road Drainage Improvements	50,000	100,000	-	-	-	-	-	150,000	150,000	1,2	-		-		-	-	-	-	-	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-	-	-	-	-	-	-	
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	-	-	50,000	-	-	-	50,000	50,000	2	-		-		-	-	-	-	-	-	-	
Pecan Acres Drainage Improvements	-	-	-	-	-	-	500,000	500,000	500,000	2	-		-		-	-	-	-	-	-	-	
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-		-	-	-	-	-	-	-	
SUBTOTAL	\$ 570,000	\$ 330,000	\$ 225,000	\$ 225,000	\$ 200,000	\$ 200,000	\$ 1,050,000	\$ 2,800,000	\$ 2,800,000		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 2
01/18/2018

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027										2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2027
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	130,000	-	-	-	-	-	-	130,000	130,000	2	-	-	-	-	-	-	-	-	-	-	-	
Impact Fee Update	-	-	-	80,000	-	-	-	80,000	80,000	0,2	0	-	-	-	-	-	-	-	-	-	-	
Inflow-Infiltration/Evaluation and Repair	1,980,000	250,000	250,000	250,000	250,000	250,000	-	3,230,000	130,000	2	1,850,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	850,000	-	-	-	-	-	850,000	400,000	0,2	0	-	-	450,000	450,000	-	-	-	-	-	-	
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	1,775,000	-	-	-	-	-	-	1,775,000	50,000	2	1,725,000	-	-	-	-	-	-	-	-	-	-	
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0,2	-	-	-	330,000	-	-	-	-	330,000	-	-	
Lower Timber Interceptor (Teakwood to Pintail Park)	-	750,000	-	-	-	-	-	750,000	-	0,2	-	-	-	750,000	750,000	-	-	-	-	-	-	
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 (Morrisr 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)	960,000	1,700,000	-	-	-	-	-	2,660,000	410,000	0,2	550,000	-	-	1,700,000	1,700,000	-	-	-	-	-	-	
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	350,000	3,350,000	-	-	-	-	-	3,700,000	-	2	350,000	-	-	3,350,000	3,350,000	-	-	-	-	-	-	
Wastewater Master Plan	-	-	-	150,000	-	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-	-	-	
Wastewater System Model Update	205,785	5,000	5,000	5,000	5,000	5,000	-	230,785	230,785	0,2	-	-	-	-	-	-	-	-	-	-	-	
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	780,000	-	-	-	-	-	-	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	800,000	-	-	6,000,000	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)	-	-	420,000	-	-	-	-	420,000	95,000	0,2	-	-	-	325,000	-	325,000	-	-	-	-	-	
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	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 13,670,785	\$ 14,480,000	\$ 3,075,000	\$ 3,785,000	\$ 685,000	\$ 2,795,000	\$ 22,110,000	\$ 60,600,785	\$ 6,150,785		\$ 10,985,000	\$ -	\$ 43,465,000	\$ 14,000,000	\$ 2,575,000	\$ 3,400,000	\$ 250,000	\$ 2,990,000	\$ 20,250,000			
GRAND TOTAL UTILITY FUND	\$ 25,564,190	\$ 25,955,000	\$ 13,005,000	\$ 14,455,000	\$ 1,240,000	\$ 3,350,000	\$ 58,876,000	\$ 142,445,190	\$ 25,219,190		\$ 18,595,000	\$ -	\$ 98,631,000	\$ 20,940,000	\$ 9,825,000	\$ 12,570,000	\$ 600,000	\$ 3,340,000	\$ 51,356,000			

** 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)



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: January 18, 2018

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

ITEM: Consider approval of the award of Bid No. 2018-38-B, to Roadway Solutions Inc., for the construction of the FM 2499 at College Parkway–Traffic Signal Construction project, in the amount of \$176,430.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On January 4, 2018, bids were received and opened for the construction of the traffic signal at FM 2499 at College Parkway Signal Construction. Roadway Solutions Inc., submitted the lowest and only responding bid at \$176,430.00. The work associated with this capital improvement project consists of construction of a new traffic signal, Americans with Disabilities Act improvements, and the installation of certain equipment supplied by the Town. This location meets warrants for traffic signalization and has been approved by the Texas Department of Transportation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$176,430.00

Proposed Expenditure:	Account Number(s):
\$63,047.50	308-103-77062-6200
113,382.50	550-117-77062-6200

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

LEGAL REVIEW: The Town's standard 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 these documents.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

DRAFT MOTION: Move to approve the award of Bid No. 2018-38-B, to Roadway Solutions Inc., for the construction of the FM 2499 at College Parkway Signal Construction project, in the amount of \$176,430.00; and authorize the Mayor to execute same on behalf of the Town.



Attachment 1
Town of Flower
Mound
Bid Tabulation

Bid No: 2018-38-B - FM 2499 at College Parkway Traffic Signal Construction

Bid Opening: January 4, 2018 at 11:00am

Company		Total Base Bid
Roadway Solutions, Inc		\$ 176,430.00

******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	01/04/2018
--	-------------------

TOWN OF FLOWER MOUND
FM 2499 at College Parkway Traffic Signal

Bid # 2018-38-B

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 Roadway Solutions, 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 at College Parkway Traffic Signal,
Bid # 2018-38-B

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Hundred Seventy-Six Thousand, Four Hundred Thirty Dollars and No cents (\$176,430.00)** 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 Twenty (120)** calendar days, and final completion of **One Hundred Fifty (150)** 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 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 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 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 AGENDA ITEM NO. 6

CONSENT ITEM

DATE: January 18, 2018

FROM: Brian Waltenburg, Sr. Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide design services for the Pintail Pump Station Auxiliary Power & Upgrades project, in the amount of \$188,500.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Pintail Pump Station Auxiliary Power & Upgrades project includes the preparation of design plans, specifications, cost estimates, and contract documents, for construction of the auxiliary power system. The auxiliary power system will provide back-up power for the Pintail Pump Station and includes a standby generator and required transfer of electrical equipment.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$188,500.00

Proposed Expenditure:	Account Number(s):
\$188,500.00	601-900-98343

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide design services for the Pintail Pump Station Auxiliary Power & Upgrades project, in the amount of \$188,500.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this 18th day of January, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to providing surveying, design, construction documents, and construction phase services for the Pintail Pump Station (Auxiliary Power & Upgrades) project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Pintail Pump Station (Auxiliary Power & Upgrades) 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 One Hundred Eighty-Eight Thousand Five Hundred and No/100 Dollars (\$188,500.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. 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 XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

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

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

Kyle Sanderson, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
13455 Noel Road
Dallas, TX 75240
972-770-1314 Telephone

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

XX.

Applicable Law

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

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.

[The remainder of this page is 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:
Kimley-Horn and Associates, Inc.

By: 

Name: ERIC Z. SMITH

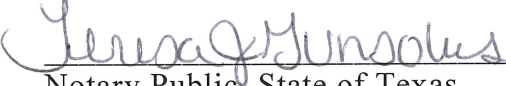
Title: ASSISTANT SECRETARY

Date Signed: 11/20/17

State of Texas §
 §
 County of Dallas §

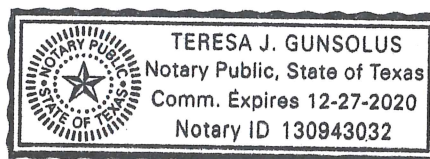
This instrument was acknowledged before me on the 20th day of November, 2017, by Eric Smith in his capacity as Assistant Secretary of Kimley-Horn & Associates, Inc., a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Kimley-Horn & Associates, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th
 DAY OF Nov., 2017.


 Notary Public, State of Texas

My Commission Expires:

12-27-2020



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Pintail Pump Station (Auxiliary Power & Upgrades)

PROJECT UNDERSTANDING

This project includes the design back up power for the Pintail Pump Station which will include a standby generator and required transferring electrical equipment. Backup power will be designed to operate up to two (2) large pumps. The resulting generator size is anticipated to be approximately 750 KW.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: AUXILIARY POWER DESIGN

A. Design

1. Determine required generator, fuel tank, load bank and automatic transfer switch (ATS) sizes.
2. Perform power study
3. Perform security card access design for ATS building
4. Design HVAC system for proposed ATS prefabricated building
5. Perform structural design for generator, load bank, and ATS building slab.
 1. ATS building is assumed to be a prefabricated concrete structure. Structural design for the building is not included in this scope of work.
 2. Generator is assumed to be a standalone structure. If the generator is required to be placed within a building, design of the building shall be an Additional Service.
6. Evaluate site layout and determine potential locations for generator.
7. Coordinate with Town planning department to determine requirements associated with development review process. Prepare site plan submittal as required. This scope assumes that the site plan will be subject to administrative approval and will not be required to go through P&Z or Town Council approval.
8. Prepare plan sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet and are anticipated to include the following:
 1. Cover
 2. General Notes
 3. Site Plan
 4. Grading Plan
 5. Civil and Miscellaneous Details
 6. Erosion Control Details
 7. Structural Generator, Load Bank, and ATS Building Pad Details

8. Structural Standard Details and General Notes
 9. Electrical Site Plan
 10. Electrical One Line Diagram
 11. Electrical ATS Building Floor Plan
 12. Generator Details
 13. Electrical Details
 14. HVAC Plan and Details
 15. Instrumentation Plan and Details
 9. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon *Flower Mound Contract Documents*. The *NCTCOG Standard Specifications for Public Works Construction* and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
 10. Make revisions based on the Town's review of the 50% and 95% submittal
- B. Submittals/Deliverables
1. 50% plans and opinion of probable construction cost for review and comments.
 2. 95% plans, specifications, contract documents, and opinion of probable construction cost for review and comments.
 3. 100% plans, specifications, contract documents, and opinion of probable construction cost
- C. Meetings
1. Conduct kick-off meeting with the Town
 2. Conduct meeting with Town to review 50% plans
 3. Conduct meeting with Town to review 95% plans
- D. Services provided by the Town
1. Review and comment on 50% plan view only plans and OPCC.
 2. Review and comment on 95% Contract Documents (plans and specifications) and OPCC.
- E. Exclusions
1. It is assumed that the proposed generator and ATS building will be able to be located within the existing fence limits, outside of floodplain. Modifications to the floodplain and related drainage studies are not included in this scope of work.
 2. Design of storm water detention as a result of increased impervious area onsite is not included in this scope of work.

TASK 2: SURVEY

- A. Survey
1. For this task, Kimley-Horn will perform an as-built survey of a portion of the Pintail Pump Station site.

2. Field survey shall identify and locate existing topographic elements within the site including, but not limited to, the following:
 - a. Property pins
 - b. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - c. Driveways
 - d. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - e. Culverts
 - f. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - g. Signs (excluding temporary signs)
 - h. Buildings
 - i. Fence limits and material types
 - j. Other applicable physical features that could impact design
3. Review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as property information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered additional services.

TASK 3: GEOTECHNICAL

A. Description

1. Perform one (1) geotechnical boring at the proposed generator location. The bore will be used to determine the general soil stratum as well as provide data for structural design of the generator pad. The boring will be to a depth of approximately thirty (30) feet.

B. Deliverables

1. Two (2) copies of the Geotechnical Report

TASK 4: NEIGHBORHOOD MEETING

A. Strategy Meeting with Town

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

B. Prepare Presentation Materials

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

- C. Conduct Neighborhood Meeting
 - 1. Conduct one (1) neighborhood meeting for the proposed project. Kimley-Horn will assist the Town with answering questions and providing project information after the neighborhood meeting, as requested by the Town.

TASK 5: BIDDING PHASE SERVICES

- A. Print and issue 5 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.
- B. Review Contractor questions and issue addenda as required.
- C. Deliverables
 - 1. Addenda as required
 - 2. Print and deliver to the Town up to 5 sets of bid documents
 - 3. CD with PDFs of bid documents

TASK 6: CONSTRUCTION PHASE SERVICES

- A. Pre-Construction Conference – Kimley-Horn will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Building Inspection Review – Kimley-Horn will prepare a Building Inspection Plan Set to be provided to the Contractor for submittal to the Town during the building permit process. Kimley-Horn will receive comments from the Contractor and address as required. Kimley-Horn will not apply for the building permit as part of this task.
- C. Visits to Site and Observation of Construction – Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits at intervals as directed by the Town in order to observe the progress of the Work. A maximum of three (3) site visits are anticipated. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- D. Recommendations with Respect to Defective Work – Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- E. Requests for Information (RFI's) – Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town. A maximum of five (5) RFI's are anticipated.
- F. Work Change Directives (WCD), Field Orders (FO), and Proposed Contract Modifications (PCM) – Prepare work change directives and field orders as requested by the Town or required by construction. Review contractor proposed contract modifications and make recommendations to the Town. A maximum of two (2) work change directives, field orders, and/or proposed contract modifications (2 combined between the three types) are assumed for budget purposes.
- G. Shop Drawings and Samples – Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

This task also includes administrative responsibilities associated with maintaining the online ShareFile site used for distribution of documents, updating and distribution of shop drawing logs, and coordination with Contractor, Town, Subconsultants, and Telecommunication companies. Twenty-five (25) shop drawings are assumed for budget purposes.

- H. Substitutes and "or-equal." – Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- I. Disagreements between Client and Contractor – If requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- J. Substantial Completion. –After notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- K. Final Notice of Acceptability of the Work – Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. Recommend in writing, final payment to Contractor.
- L. Limitation of Responsibilities – Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

TASK 7: RECORD DRAWINGS

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

ADDITIONAL SERVICES

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

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

ATTACHMENT B**COMPENSATION**

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

TASK 1 – Auxiliary Power Design	\$126,000
TASK 2 – Survey	\$5,500
TASK 3 - Geotechnical	\$3,000
TASK 4 – Neighborhood Meeting	\$8,000
TASK 5 – Bidding Phase Services	\$5,500
TASK 6 – Construction Phase Services	\$35,000
TASK 7 – Record Drawings	\$5,500
<u>TOTAL:</u>	<u>\$188,500</u>

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



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: January 18, 2018

FROM: Clay Riggs, PE, CFM, Senior Project Engineer

ITEM: Consider approval of the Professional Services Agreement with Pacheco Koch, LLC., to provide professional engineering services for the Kirkpatrick 12-Inch Water Line Phase 2 project, in the amount of \$106,921.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Kirkpatrick 12-Inch Water Line Phase 2 project provides approximately 5,280 LF of 12-inch water line along the north-south leg of Kirkpatrick Lane, from the bend in Kirkpatrick Lane to the dead end of the existing 12-inch line in Kirkpatrick Lane. The project is identified on the 2009 Water Master Plan. The scope of the professional services agreement includes the preparation of design plans, specifications, cost estimating, easement preparation, and contract documents for bidding.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$106,921.00

Proposed Expenditure:	Account Number(s):
\$106,829.32	601-900-96020
91.68	610-980-96020

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

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

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve the Professional Services Agreement with Pacheco Koch, LLC., to provide professional engineering services for the Kirkpatrick 12-Inch Water Line Phase 2 project, in the amount of \$106,921.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Pacheco Koch Consulting Engineers, Inc.**

This contract is entered into on this 18th day of January, 2018, 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 **Pacheco Koch Consulting Engineers, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 1600 Western Place, Suite 1001, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design, easement preparation, and providing construction documents for the Kirkpatrick 12-Inch Water Line Phase 2 project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II. Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Kirkpatrick 12-Inch Water Line Phase 2 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 One Hundred Six Thousand Nine Hundred Twenty One and No/100 Dollars (\$106,921.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

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

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

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

V. **Term**

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

VI. **Contract Termination Provision**

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing

CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

Clay Riggs, PE
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 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

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. 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 XVIII 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:

Clay Riggs, PE, CFM
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 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:

Clint Bissett, P.E.
Pacheco Koch Consulting Engineers, Inc.
6100 Western Place, Suite 1001
Fort Worth, Texas 76107
972-235-3031 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.

[The remainder of this page is 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:
Pacheco Koch Consulting Engineers, Inc.

By:  300

Name: Mark A. Pacheco, P.E., R.P.L.S.

Title: President

Date Signed: 01/04/2018

State of Texas §

County of Dallas §

This instrument was acknowledged before me on the 4th day of January, 2018, by Mark A. Pacheco in his capacity as President of Pacheco Koch Consulting Engineers, 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 Pacheco Koch Consulting Engineers, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY OF 01, 2018.


 Notary Public, State of Texas

My Commission Expires:

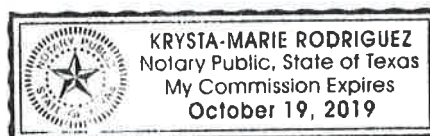
October 19, 2019

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

EXHIBIT 'A' – SCOPE OF SERVICES

KIRKPATRICK WATER MAIN IMPROVEMENTS

PROJECT DESCRIPTION:

The project consists of the design of an existing 12-inch water main along with the necessary erosion control, traffic control, and other details. (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The purpose of the conceptual design is for the CONSULTANT to

- Study the project,
- Identify and develop alternatives,
- Present (through the defined deliverables) these alternatives to the OWNER,
- Recommend the alternatives that successfully address the design problem, and
- Obtain the OWNER's endorsement of the selected concept.

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. The Conceptual Design Package shall include the following:

- Conceptual (30%) plans to include 3 sets of:
 - Water Main plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Documentation of key design decisions.
- Conceptual opinion of probable construction cost with a 20% contingency.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Water Main plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Erosion Control Plans
 - Traffic Control Plan Sheet(s)
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
4. Submit three (3) half sized 11"x17" sets of preliminary 60% plans, three (3) sets of preliminary construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit three (3) half sized 11"x17" sets of 90% plans, three (3) sets of 90% construction contract documents and 90% opinion of probable construction costs for OWNER review.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

6. Submit four (4) sealed (100%) half size 11"x17" and two (2) sealed full sized 22"x34" sets of final plans and construction documents for OWNER use and seven (7) half size 11"x17" sets of final plans and construction contract documents for bidding.
- E. Bid Phase Services: During the Bid Phase, Pacheco Koch will be available to provide coordination as required with prospective bidders and prepare addenda for the project, as necessary.
- F. Construction Administration – Pacheco Koch will be available to attend the preconstruction meeting.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
 - Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
 - Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
 - Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- G. Project Completion
 1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.
 - H. Direct Expenses
 1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

SPECIAL SERVICES:

I. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed. Detailed survey will be collected for the west parkway and limited survey will be obtained for the east right-of-way.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

5. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

J. Subsurface Utility Engineering

As described in the ASCE 38-02, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

CONSULTANT will provide Subsurface Utility Engineering (S.U.E.) Services through the use of a qualified sub-consultant. Levels A and B S.U.E., as determined by the CONSULTANT, will be performed to ASCE standard guidelines (ASCE 38-02). The deliverables for this project will be electronic files only in AutoCAD format. All Right-of-Entry Coordination is to be provided by OWNER. Non-Routing Traffic Control Measures are not included in the scope of services.

- K. Geotechnical Engineering: Pacheco Koch will provide a Geotechnical Investigation for the project. The investigation will be performed by a Licensed Geotechnical Engineer. This item will include up to three bores and a report that will provide site information and recommendations for pavement and foundation designs.

Services not included in this contract:

- *Construction observation or inspection services*
- *Bidding or Construction Phase services*
- *As-built surveys of constructed improvements*
- *Public hearings or Town Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

KIRKPATRICK WATER MAIN IMPROVEMENTS

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$106,921.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A.	Project Management, Coordination & Permitting	\$ 3,155.00
B.	Conceptual Design (30% Submittal)	14,070.00
C.	Preliminary Design (60% Submittal)	33,605.00
D.	Final Design (90% & 100% Submittals)	19,615.00
E.	Bid Phase	1,000.00
F.	Construction Administration	490.00
G.	Project Completion	1,860.00
H.	Direct Expense (Not to Exceed)	2,356.00
I.	Field Survey	20,000.00
J.	Level 'A' SUE Holes – Two (2) @ \$1,045 (0-4' Depth) & 2 @ \$1,375 (4-8' Depth) (Not to Exceed)	4,840.00
K.	Geotechnical Engineering – Three (3) Bores	<u>5,930.00</u>
TOTAL		\$ 106,921.00

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost with a Not to Exceed amount as indicated above.

END OF EXHIBIT 'B'



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: January 18, 2018

FROM: Clay Riggs, Floodplain Manager, Senior Project Engineer

ITEM: Consider approval of an ordinance amending the Town's Code of Ordinances by adding a Chapter 91 entitled Flood Damage Prevention and repealing Paragraph D2 of Paragraph IV of Volume 1 of the Flower Mound Design Standards.

BACKGROUND INFORMATION: The National Flood Insurance Program (NFIP) was created due to the volatility in the private flood insurance market. Many private insurance companies stopped writing flood policies and/or could not pay claims as the result of losses suffered. For this reason many lenders require flood insurance be through the NFIP. Under federal law, the purchase of flood insurance is mandatory for all federally or federally related financial assistance for the acquisition and/or construction of buildings in the floodplain. By participating in the NFIP residents and business owners are able to purchase federally backed flood insurance. To participate in the NFIP the Town is required to adopt a Flood Damage Prevention ordinance following the requirements of the NFIP.

Town Council approved staff to apply to the FEMA Community Rating System (CRS). By participating in the CRS program residents and business owners will receive flood insurance premium discounts. Depending upon the CRS rating, flood insurance premium rates for policyholders can be reduced up to 45%. Current Town regulations and activities qualify for enrollment in the CRS.

Before the Town can be rated by CRS, FEMA must perform a Community Assistance Visit (CAV). During the CAV, FEMA will review the Town's ordinances, permits, and policies to ensure the Town is in compliance with NFIP regulations. Town staff expects FEMA to perform the CAV in the spring of 2018.

The current Flood Damage Prevention ordinance was adopted in October 2009. Town staff reviewed the current Flood Damage Prevention ordinance and identified a few administrative corrections needed to bring the Flood Damage Prevention ordinance into NFIP compliance. This new ordinance will make the following administrative corrections so the Town's Flood Damage Prevention ordinance will be in compliance with NFIP regulations:

- Replace Town Engineer with the Town Floodplain Manager as the designated Floodplain Administrator
- Adopt the current Flood Insurance Rate Maps for Denton County
- Codify the Flood Damage Prevention ordinance
- Remove reference to the previous ordinance from the Flower Mound Design Standards

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: The Ordinance, including Chapter 91, has been reviewed as to form and legality by George Staples of Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Flood Damage Prevention Ordinance

DRAFT MOTION: Move to approve an ordinance amending the Town's Code of Ordinances by adding Chapter 91 entitled Flood Damage Prevention and repealing Paragraph D2 of Paragraph IV of Volume 1 of the Flower Mound Design Standards.

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. __-18**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY ADDING A NEW CHAPTER 91 TO BE ENTITLED FLOOD DAMAGE PREVENTION REGARDING THE ADOPTION OF CERTAIN REQUIREMENTS INTENDED TO REDUCE FLOOD LOSSES CONSISTENT WITH THE REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a condition of the continued eligibility of the Town of Flower Mound, Texas ("Town") to participate in the National Flood Insurance Program ("NFIP"), the Town's floodplain management regulations must equal or exceed the minimum criteria stated in the NFIP Regulations; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has promulgated a model ordinance to meet the minimum standards of the NFIP Regulations; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend the Town Code of Ordinances as set forth herein;

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town of Flower Mound, Texas and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by and through the adoption of a new Chapter 91 to be entitled Flood Damage Prevention to read as follows:

"Chapter 91 – FLOOD DAMAGE PREVENTION

Sec. 91-1 Statutory Authorization, Findings of Fact, Purpose and Methods

Ordinance No. ___-18**(1) Statutory Authorization**

The Texas Legislature has in the Flood Control Insurance Act, Texas Water Code Section 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses

(2) Findings of Fact

- (a) The flood hazard areas of Flower Mound, Texas are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed or otherwise protected from flood damage.

(3) Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (a) Protect human life and health;
- (b) Minimize expenditure of public money for costly flood control projects;
- (c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (d) Minimize prolonged business interruptions;
- (e) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (f) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (g) Insure that potential buyers are notified that property is in a flood area.

Ordinance No. ___-18**(4) Methods of Reducing Flood Losses**

In order to accomplish its purposes, this Chapter uses the following methods:

- (a) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (b) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (c) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (d) Control filling, grading, dredging and other development which may increase flood damage; and
- (e) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Sec. 91-2. Definitions

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE - means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

AREA OF FUTURE CONDITIONS FLOOD HAZARD - means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map ("FIRM") with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map ("FHBM"). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL - means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY – means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (“FIRM”) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (“FIS”) – is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate Flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*.

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior or;
 - (b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum ("NGVD") of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include

excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum ("NGVD") of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Ordinance No. ___-18**Sec. 91-3 General Provisions****(1) Lands To Which This Chapter Applies**

This Chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of Flower Mound, Texas.

(2) Basis for Establishing the Areas of Special Flood Hazard

The areas of special flood hazard identified by FEMA in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Tarrant County, Texas and Incorporated areas," dated September 25, 2009, with accompanying Flood Insurance Rate Maps (FIRM) dated September 25, 2009, and "The Flood Insurance Study (FIS) for Denton County, Texas and Incorporated areas," dated April 18, 2011, with accompanying Flood Insurance Rate Maps (FIRM) dated April 18, 2011 and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

(3) Establishment of Development Permit

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this Chapter.

(4) Compliance

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Chapter and other applicable regulations.

(5) Abrogation and Greater Restrictions

This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(6) Interpretation

In the interpretation and application of this Chapter, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

(7) Warning and Disclaimer or Liability

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder.

Sec. 91-4 Administration

(1) Designation of the Floodplain Administrator

The Town Floodplain Manager is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

(2) Duties & Responsibilities of the Floodplain Administrator

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (a) Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter.
- (b) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (c) Review, approve or deny all applications for development permits required by adoption of this Chapter.
- (d) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (e) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where

Ordinance No. __-18

there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

- (f) Notify, in Riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board ("TWDB") and also the Texas Commission on Environmental Quality ("TCEQ"), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
 - (g) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - (h) When base flood elevation data has not been provided in accordance with Section 91-3(2) the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Section 91-4.
 - (i) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
 - (j) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.
- (3) Permit Procedures
- (a) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement

Ordinance No.____-18

of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (i) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (ii) Elevation in relation to mean sea level to which any nonresidential structure shall be flood-proofed;
 - (iii) A certificate from a registered professional engineer or architect that the nonresidential flood-proofed structure shall meet the flood-proofing criteria of Paragraph d.ii)(b);
 - (iv) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - (v) Maintain a record of all such information in accordance with Paragraph d.ii)(a);
- (b) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this Chapter and the following relevant factors:
- (i) The danger to life and property due to flooding or erosion damage;
 - (ii) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (iii) The danger that materials may be swept onto other lands to the injury of others;
 - (iv) The compatibility of the proposed use with existing and anticipated development;
 - (v) The safety of access to the property in times of flood for ordinary and emergency vehicles;

- (vi) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- (vii) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (viii) The necessity to the facility of a waterfront location, where applicable;
- (ix) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- (x) The relationship of the proposed use to the comprehensive plan for that area.

(4) Variance Procedures

- (a) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this Chapter.
- (b) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.
- (c) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
- (d) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic

Ordinance No. __-18

Places on the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.

- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Subparagraph iii)(b) of this Paragraph have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this Chapter, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter .
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (j) Prerequisites for granting variances:
 - (i) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (ii) Variances shall only be issued upon: (1) showing a good and sufficient cause; (2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

Ordinance No. ___-18

- (iii) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (k) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Section 91-4 (a)-(i) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Sec. 91-5 Provisions for Flood Hazard Reduction**(1) General Standards**

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (a) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (b) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (d) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (e) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

- (f) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (g) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(2) Specific Standards

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Section 91-3 c.2), (ii) Section 91-4(2)(h), or (3) Section 91-5 3c), the following provisions are required:

- (a) Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated 18" above the 100-year flood elevation established by a fully developed watershed, or the FEMA elevation, using whichever is higher. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 91-4.(3)(a)(i), is satisfied.
- (b) Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated 18" above the 100-year flood elevation established by a fully developed watershed, or the FEMA elevation, using whichever is higher or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood-proofed shall be maintained by the Floodplain Administrator.
- (c) Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a

basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (i) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
- (ii) The bottom of all openings shall be no higher than 1 foot above grade.
- (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(d) Manufactured Homes

- (i) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- (ii) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

Ordinance No. __-18

- (iii) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - (1) the lowest floor of the manufactured home is elevated 18" above the 100-year flood elevation established by a fully developed watershed, or the FEMA elevation, using whichever is higher, or
 - (2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - (e) Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Paragraph d.(iii)(a), and the elevation and anchoring requirements for "manufactured homes" in Subparagraph (d) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
- (3) Standards for Subdivision Proposals
- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sections 91-1 (2) through (4) of this chapter.
 - (b) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Sec. 91-3 (c); Sec91-4(3); and the provisions of Section 91-5.
 - (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of

manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Sections 91-3(b) or Sections 91-4(2) h).

- (d) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(4) Standards For Areas Of Shallow Flooding (Ao/Ah Zones)

Located within the areas of special flood hazard established in Section 91-3(2), are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (a) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated 18" above the 100-year flood elevation established by a fully developed watershed, or the FEMA elevation, using whichever is higher or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).
- (b) All new construction and substantial improvements of non-residential structures;
 - (i) have the lowest floor (including basement) elevated 18" above the 100-year flood elevation established by a fully developed watershed, or the FEMA elevation, using whichever is higher or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or
 - (ii) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or

below the Base Flood Elevation in an AH Zone, level the Structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

- (c) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Paragraph d.iii) are satisfied.
 - (d) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.
- (5) Floodways

Floodways - located within areas of special flood hazard established in Section 91-3(2), are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (b) If Section 91-5(5) a) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 91-5.
- (c) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

Ordinance No. __-18

SECTION 3

Paragraph D2 of Paragraph IV of Volume 1 of the Flower Mound Design Standards concerning Flood Damage Prevention Ordinance 42-09 is hereby repealed.

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section 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 phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6

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 7

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _ TO _, ON THIS THE 18th OF JANUARY, 2018

Ordinance No. __-18

APPROVED:

Tom Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: January 18, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of the removal of existing carpet, purchase and installation of new carpet, for the Police and Courts Facility Upgrades project, in the amount of \$97,749.30, to Mohawk Carpet Distribution, INC/AF Services.

BACKGROUND INFORMATION: The Town of Flower Mound has received a proposal from Mohawk Carpet Distribution, INC/AF Services for the replacement of the carpet in the Police and Municipal Court building located at 4150 Kirkpatrick Lane in Flower Mound, Texas, 75028. The project is quoted under Mohawk Buyboard Contract #476-15, expiration 3/31/2018.

The carpet in the entire building was installed in 1999 and is extremely worn and unsightly. A decision package was approved to replace the carpet in the Municipal Court side of the building in the 2017-2018 budget. The Police Department's carpet replacement is included in the CIP building improvement and renovation budget. The new carpet for the building will be the same throughout.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$97,749.30

Proposed Expenditure:	Account Number(s):
\$97,749.30	533-111-50101-6010

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

LEGAL REVIEW: N/A.

ATTACHMENTS:

1. Quote - Mohawk Carpet Distribution, INC/AF Services for the Police Department
2. Quote - Mohawk Carpet Distribution, INC/AF Services for the Municipal Court

DRAFT MOTION: Move to approve the removal of existing carpet, purchase and installation of new carpet, for the Police and Courts Facility Upgrades project, in the amount of \$97,749.30, to Mohawk Carpet Distribution, INC/AF Services.

MOHAWK CARPET DISTRIBUTION, INC/AF SERVICES

160 S. Industrial Blvd.
Calhoun, GA 30701

December 13, 2017

TO: Jeff Garner, Director Phone: 972-874-6064 Job No. AFS 930
Town of Flower Mound Fax: 972-874-6456
Facilities Management Email: jeff.garner@flower-mound.com

RE: Flower Mound Police Station (Offices and Open Areas)
4150 Kirkpatrick Lane
Flower Mound, TX 75028

Scope of Work: Take-up and replace Broadloom Carpet with Modular Carpet Squares (Custom Lead Off Carpet) in rooms specified with carpet in the police station.

Item	Part	Extension				
a)	Mohawk Modular Carpet Squares (Custom Lead Off Carpet) Lifetime Limited Modular Warranty	985	SY	\$	26.96	\$ 26,555.60
b)	Demo of Broadloom Carpet	985	SY	\$	4.50	\$ 4,432.50
c)	Install Carpet Tiles	985	SY	\$	7.50	\$ 7,387.50
d)	Adhesive Carpet Tile Glue	17	Pails	\$	112.00	\$ 1,904.00
e)	Remove and Install Cove Base	1,985	LF	\$	2.25	\$ 4,466.25
f)	Floor Prep	9	Bags	\$	55.00	\$ 495.00
g)	Furniture Moving					\$ 3,750.00
h)	Carpet Sealer (3M Seal Coat)					\$ 1,425.00

Extra Carpet for Police Station Expansion

a)	Mohawk Modular Carpet Squares (Custom Lead off Carpet) Lifetime Limited Modular Warranty	300	SY	\$	26.96	\$ 8,088.00
----	--	-----	----	----	-------	-------------

Total Price for Police Station and Extra Carpet: \$.....58,503.85

PROPOSAL BASED ON:

1. Not Responsible for Existing Environmentally Hazardous Conditions (Asbestos, etc.) or Existing Moisture Migration.
2. This project is quoted under Mohawk Buyboard Contract #476-15 Expiration 3-31-2018
3. AF Services/ Burrows Commercial is a registered dealer for the Mohawk Buyboard contract.
4. Terms of Sales; 1% Net Ten (10) days, 30 days.
5. AF Services carries the State requirements for insurance on all projects.
6. AF Services uses only certified (CFI) installers.
7. AF Services not responsible for any slab problems, moisture or dangerous conditions with basic floor.
8. Supervisor to be at project during all work.
9. Work will be coordinated with Facilities Management, Town of Flower Mound.


AF Services
(469) 682-3613

Acceptance/ Date

MOHAWK CARPET DISTRIBUTION, INC/AF SERVICES

160 S. Industrial Blvd.
Calhoun, GA 30701

November 16, 2017

TO: **Jeff Garner, Director** Phone: 972-874-6064 Job No. AFS 929
Town of Flower Mound Fax: 972-874-6456
Facilities Management Email: jeff.garner@flower-mound.com

RE: **Flower Mound Municipal Court and Court Offices**
4150 Kirkpatrick Lane
Flower Mound, TX 75028

Scope of Work: Take-up and replace Broadloom Carpet with Modular Carpet Squares (Custom Lead off Carpet) in the court and all court offices.

<u>Item</u>	<u>Part</u>	<u>Extension</u>				
a) Mohawk Modular Carpet Squares (Custom Lead Off Carpet) Lifetime Limited Modular Warranty	745 SY	\$	26.96	\$	20,085.20	
b) Demo of Broadloom Carpet	745 SY	\$	4.50	\$	3,352.50	
c) Install Carpet Tiles	745 SY	\$	7.50	\$	5,587.50	
d) Adhesive Carpet Tile Glue	12 Pails	\$	112.00	\$	1,344.00	
e) Remove and Install Cove Base	1,625 LF	\$	2.25	\$	3,656.25	
f) Floor Prep	9 Bags	\$	55.00	\$	495.00	
g) Furniture Moving				\$	3,500.00	
h) Carpet Sealer (3M Seal Coat)				\$	1,225.00	

Total Price Not Including Sales Tax: \$.....39,245.45

PROPOSAL BASED ON:

1. Not Responsible for Existing Environmentally Hazardous Conditions (Asbestos, etc.) or Existing Moisture Migration.
2. This project is quoted under Mohawk Buyboard Contract #476-15 Expiration 3-31-2018
3. AF Services/ Burrows Commercial is a registered dealer for the Mohawk Buyboard contract.
4. Terms of Sales; 1% Net Ten (10) days, 30 days.
5. AF Services carries the State requirements for insurance on all projects.
6. AF Services uses only certified (CFI) installers.
7. AF Services not responsible for any slab problems, moisture or dangerous conditions with basic floor.
8. Supervisor to be at project during all work.
9. Work will be coordinated with Facilities Management, Town of Flower Mound.


AF Services
(469) 682-3613

Acceptance/ Date



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: January 18, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of an Amendment (AIA Document G802-2007) to the Professional Service Agreement (AIA Document B101-2007 dated April 11, 2016) with Oxley Williams Tharp Architects, to perform the Architectural and Engineering design services for the Storage Warehouse project, in the amount of \$64,700.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Funding was approved in the 2017-2018 CIP budget for construction of a storage warehouse for various Town departments. The 18,000 to 20,000 SF storage warehouse is to be constructed on an existing site located south of the O&M building (201 Spinks Road) and east of the Service Center shop building (1104 Duncan Lane).

On February 29, 2016 a Request for Proposal was issued and a notice to proposers was advertised. A review was conducted by the Facilities Management Division, Police Department and Fire Department to ensure all requirements were met as specified for this service. Oxley Williams Tharp Architects was selected as the contractor for this service. On May 16th, 2016 Flower Mound Town Council approved the award of Request for Proposal Number 2016-41 to Oxley Williams Tharp Architects for architectural design services for Police Department and Central Fire Station Renovations in an estimated amount of \$75,000. The amendment dated December 12, 2017 to the Professional Services Agreement from Oxley Williams Tharp Architects, will allow them to perform the architecture and engineering design services for the new warehouse.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$64,700.00

Proposed Expenditure:	Account Number(s):
\$64,700.00	533-111-50103

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

LEGAL REVIEW: N/A.

ATTACHMENTS:

1. Amendment to Professional Service Agreement
2. Original Approved Agenda Item dated May 16, 2016
3. Original Professional Services Agreement

DRAFT MOTION: Move to approve an Amendment (AIA Document G802-2007) to the Professional Service Agreement (AIA Document B101-2007 dated April 11, 2016) with Oxley Williams Tharp Architects, to perform the Architectural and Engineering design services for the Storage Warehouse project, in the amount of \$64,700.00; and authorize the Mayor to execute same on behalf of the Town.



AIA[®] Document G802[™] – 2007

Amendment to the Professional Services Agreement

Amendment Number: 002

TO: Town of Flower Mound
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 11, 2016

BETWEEN the Owner:
(Name and address)
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

and the Architect:
(Name and address)
Oxley Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

for the Project:
(Name and address)
Flower Mound Warehouse
201 Spinks Road
Flower Mound, Texas

Authorization is requested
☒ to proceed with Additional Services.
☒ to incur additional Reimbursable Expenses.

As follows:
Provide Architecture and Engineering services for a new 18,000 to 20,000 SF storage warehouse for various Town departments. The building will be located on an existing site south of the O&M building and east of the Service Center Shop.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
\$64,700

Time:
The current schedule requires that construction of the project be completed before December 1, 2018

SUBMITTED BY:


(Signature)

Jim Tharp, Principal
(Printed name and title)

12 December 2017
(Date)

AGREED TO:

(Signature)

Thomas Hayden, Mayor
(Printed name and title)

(Date)



TOWN COUNCIL AGENDA ITEM NO. 06

CONSENT ITEM

DATE: May 16, 2016

FROM: Rochelle Ragas, Purchasing Manager

ITEM: Consider approval of the award of Request for Proposal Number 2016-41 to Oxley Williams Tharp Architects for architectural design services for Police Department and Central Fire Station Renovations in an estimated amount of \$75,000; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 29, 2016 a Request for Proposal was issued and a notice to proposers was advertised. A review was conducted by the Facilities Management Division, Police Department and Fire Department to ensure all requirements were met as specified for this service. Oxley Williams Tharp Architects was selected as the contractor for this service.

The Contractors will perform design consultation, pre-design/site strategy, document existing conditions, schematic design, and design development for the renovation of specific areas of two municipal facilities located at the Police Department and Central Fire Station.

FISCAL IMPACT: \$75,000

Proposed Expenditure:	Account Number(s):
\$45,500	318-560-43500
\$29,500	319-560-63000

Finance Review by: Tammy Wilson, Executive Director of Financial Services

LEGAL REVIEW: The document was reviewed by Ashely Dierker of Taylor, Olson, Adkins, Sralla and Elam, LLP

ATTACHMENTS:

1. Contract

RECOMMENDATION: Move to approve the award of Request for Proposal Number 2016-41 to Oxley Williams Tharp Architects for architectural design services for Police Department and Central Fire Station Renovations in an estimated amount of \$75,000; and authorization for the Mayor to execute same on behalf of the Town.



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of April in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, Texas 75028
Telephone Number: 972-874-6000

and the Architect:
(Name, legal status, address and other information)

Oxley Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102
Telephone Number: 817-993-9844

for the following Project:
(Name, location and detailed description)

Flower Mound Police and Central Fire Station Renovations

Flower Mound, Texas

Renovations to the existing Police Station and Central Fire Station. Construction cost for both projects is estimated to be \$950,000.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document B101[™] – 2007 (formerly B151[™] – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20:52 on 04/29/2016 under Order No. 7790424924_1 which expires on 12/05/2016, and is not for resale.

User Notes:

(791953745)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article I and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project)

Police and Court Building: The scope of work in this building will involve the study of various improvements of the existing jail area to enhance security (add security vestibules) and add cell areas and storage. The scope of work will also include construction documents for the jail area. The existing men's locker area will be studied to alleviate overcrowding and allow for future expansion. The scope of work also includes the study of the exterior parking for existing/future expansion for Police vehicles, and outside storage areas/small garage building.

Central Fire Station: Scope of work will include schematic design and preparation of construction documents including cost estimates to remodel the crew restroom to include the installation of at least one sink; and the relocation of the main entry in administration from the west to east side of the building. Scope also includes schematic design and construction documents including cost estimates for expansion of the administration and training areas.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20 52 on 04/29/2016 under Order No 7790424924_1 which expires on 12/05/2016, and is not for resale.

User Notes:

(791953745)

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000.00 aggregate. \$1,000,000.00 per occurrence.

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

\$1,000,000.00

.4 Professional Liability

\$2,000,000.00 aggregate. \$1,000,000.00 per occurrence.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information

Init.

furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

Init.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by
(Paragraph deleted)

- .2 distributing the Bidding Documents digitally to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings

Init.

and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Ten (10) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

Init.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of

Init.

all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them first informally, and second by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Denton County, Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) such information as required by the Texas Public Information Act, or as otherwise required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Police Station Renovations: Lump sum fee of \$33,500.00

Central Fire Station Renovations: Lump sum fee of \$24,300.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Those services designated as being provided by the Architect in Section 4.1 shall be included in the compensation for Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated at time additional services are deemed necessary.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal	\$140/hr
Project Manager/Architect	\$90/hr
Architectural Intern	\$65/hr

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

The licensing fee shall be calculated by adding 25% of the total fee for the current design phase to the amount due for the percentage complete of that design phase at the time of termination. Phases are outlined in section 11.5 and the schedule prepared by the Architect and submitted to the Owner as set forth in section 3.1.3. Any outstanding payments and balances due to the Architect shall be paid prior to the Architect releasing the Instruments of Service.

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid as outlined in the Texas Prompt Payment Act, Section 2251, Subchapter B shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

By approving the design documents, the Owner does not waive any claim against the Architect for any design defect reflected in the Contract Documents. Architect acknowledges that the Owner is not a design professional, is not responsible for any design defects, and relies upon the professional judgment of the Architect as to its design.

Notwithstanding any other provisions herein, the Architect is required to conduct regular visits to the construction site as often as necessary in the discretion of the Architect to observe the site to evaluate and determine whether the Contractor's Work is on track with the Project schedule and calendar and to determine that the Work is proceeding in substantial accordance with the intent and the schedule set out in the Contract Documents. The Architect shall visit the site prior to all critical stages, such as concrete pours, steps contributory to the integrity of the structures, and covering interior work, such as plumbing, wiring, and mechanical systems. The Architect shall provide the Owner with written notice whenever the Architect determines that the Contractor is falling behind the Project schedule or that the Work is not in conformity with the Contract Documents. Notwithstanding anything herein to the contrary, the Architect shall not have control over or responsibility for any contractor's construction means, methods, techniques, sequences, procedures, or safety programs as this is the sole responsibility of each contractor. The Architect's site visits do not relieve the contractors of the obligation to perform the Work in accordance with the Construction Documents or the Contract Documents.

Where the Architect observes Work that does not conform to the Contract Documents, the Architect is required to promptly notify the Owner in writing of the Architect's intention to reject the Work unless the Owner excuses the Work in writing within 24 hours of being notified.

Any services of the Architect made necessary by the discovery of a major defect or deficiency in the Work of the

Contractor which the Architect observed but failed to report, shall be made at no additional cost to the Owner.

Notwithstanding any other provisions herein, the Architect shall not be entitled to payment, including for Basic Services, Reimbursable Expenses, Additional Services, or other compensation, attributable to the breach of the standard of care by the Architect or Architect's consultants.

The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's observations and/or evaluation of the Work as provided herein, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Construction Documents and the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. Notwithstanding anything in this Agreement to the contrary, the Owner understands and acknowledges that the Architect does not guarantee or warrant the quality or performance of the Work, as this is the responsibility of each contractor.

Notwithstanding any other provisions herein, Owner's City Council is the only representative of Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's City Council may designate one or more representatives with authority to sign documents after City Council approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

It is distinctly agreed that by virtue of this Agreement, no architect, engineer, mechanic, contractor, materialman, 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 Agreement, 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.

This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20:52 on 04/29/2016 under Order No.7790424924_1 which expires on 12/05/2016, and is not for resale.

User Notes:

(791953745)

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER



(Signature)

1 THOMAS E. HAYDEN, Mayor
(Printed name and title)

ARCHITECT



(Signature)

Andrew Oxley, Principal
(Printed name and title)

Init.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20:52 on 04/29/2016 under Order No 7790424924_1 which expires on 12/05/2016, and is not for resale.

User Notes:

(791953745)

Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:20:52 on 04/29/2016.

PAGE 1

AGREEMENT made as of the Eleventh day of April in the year Two Thousand Sixteen

...

Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, Texas 75028
Telephone Number: 972-874-6000

...

Oxley Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102
Telephone Number: 817-993-9844

...

(Name, location and detailed description)

Flower Mound Police and Central Fire Station Renovations

Flower Mound, Texas

Renovations to the existing Police Station and Central Fire Station. Construction cost for both projects is estimated to be \$950,000.

PAGE 2

Police and Court Building: The scope of work in this building will involve the study of various improvements of the existing jail area to enhance security (add security vestibules) and add cell areas and storage. The scope of work will also include construction documents for the jail area. The existing men's locker area will be studied to alleviate overcrowding and allow for future expansion. The scope of work also includes the study of the exterior parking for existing/future expansion for Police vehicles, and outside storage areas/small garage building.

Central Fire Station: Scope of work will include schematic design and preparation of construction documents including cost estimates to remodel the crew restroom to include the installation of at least one sink; and the relocation of the main entry in administration from the west to east side of the building. Scope also includes schematic design and construction documents including cost estimates for expansion of the

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20:52 on 04/29/2016 under Order No 7790424924_1 which expires on 12/05/2016, and is not for resale
User Notes:

(791953745)

administration and training areas.

PAGE 3

To be determined.

...

To be determined.

...

\$2,000,000.00 aggregate. \$1,000,000.00 per occurrence.

...

\$1,000,000.00

...

\$1,000,000.00

...

\$2,000,000.00 aggregate. \$1,000,000.00 per occurrence.

PAGE 5

- ~~1~~ procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- ~~2~~ distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned; 2 distributing the Bidding Documents digitally to prospective bidders;

PAGE 9

§ 4.1.1	Programming (B202™-2009)	Architect	
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7	Civil engineering	Not Provided	
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Architect	

Additions and Deletions Report for AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20:52 on 04/29/2016 under Order No. 7790424924_1 which expires on 12/05/2016, and is not for resale

User Notes:

(791953745)

§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

PAGE 10

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Ten (10) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them first informally, and second by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

PAGE 14

☒ Litigation in a court of competent jurisdiction

...

§ 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

Additions and Deletions Report for AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20:52 on 04/29/2016 under Order No. 7790424924_1 which expires on 12/05/2016, and is not for resale.

User Notes:

(791953745)

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Denton County, Texas.~~

PAGE 15

~~§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) such information as required by the Texas Public Information Act, or as otherwise required by law.~~

...

Police Station Renovations: Lump sum fee of \$33,500.00

Central Fire Station Renovations: Lump sum fee of \$24,300.00

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:20:52 on 04/29/2016 under Order No 7790424924_1 which expires on 12/05/2016, and is not for resale.

User Notes:

(791953745)

...

Those services designated as being provided by the Architect in Section 4.1 shall be included in the compensation for Basic Services.

...

To be negotiated at time additional services are deemed necessary.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

PAGE 16

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

...

<u>Principal</u>	<u>\$140/hr</u>
<u>Project Manager/Architect</u>	<u>\$90/hr</u>
<u>Architectural Intern</u>	<u>\$65/hr</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

PAGE 17

The licensing fee shall be calculated by adding 25% of the total fee for the current design phase to the amount due for the percentage complete of that design phase at the time of termination. Phases are outlined in section 11.5 and the schedule prepared by the Architect and submitted to the Owner as set forth in section 3.1.3. Any outstanding payments and balances due to the Architect shall be paid prior to the Architect releasing the Instruments of Service.

...

~~§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date as outlined in the Texas Prompt Payment Act, Section 2251, Subchapter B shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

% ~~10.00~~ % per annum

...

By approving the design documents, the Owner does not waive any claim against the Architect for any design defect reflected in the Contract Documents. Architect acknowledges that the Owner is not a design professional, is not responsible for any design defects, and relies upon the professional judgment of the Architect as to its design.

Notwithstanding any other provisions herein, the Architect is required to conduct regular visits to the construction site as often as necessary in the discretion of the Architect to observe the site to evaluate and determine whether the Contractor's Work is on track with the Project schedule and calendar and to determine that the Work is proceeding in substantial accordance with the intent and the schedule set out in the Contract Documents. The Architect shall visit the site prior to all critical stages, such as concrete pours, steps contributory to the integrity of the structures, and covering interior work, such as plumbing, wiring, and mechanical systems. The Architect shall provide the Owner with written notice whenever the Architect determines that the Contractor is falling behind the Project schedule or that the Work is not in conformity with the Contract Documents. Notwithstanding anything herein to the contrary, the Architect shall not have control over or responsibility for any contractor's construction means, methods, techniques, sequences, procedures, or safety programs as this is the sole responsibility of each contractor. The Architect's site visits do not relieve the contractors of the obligation to perform the Work in accordance with the Construction Documents or the Contract Documents.

Where the Architect observes Work that does not conform to the Contract Documents, the Architect is required to promptly notify the Owner in writing of the Architect's intention to reject the Work unless the Owner excuses the Work in writing within 24 hours of being notified.

Any services of the Architect made necessary by the discovery of a major defect or deficiency in the Work of the Contractor which the Architect observed but failed to report, shall be made at no additional cost to the Owner.

Notwithstanding any other provisions herein, the Architect shall not be entitled to payment, including for Basic Services, Reimbursable Expenses, Additional Services, or other compensation, attributable to the breach of the standard of care by the Architect or Architect's consultants.

The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's observations and/or evaluation of the Work as provided herein, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Construction Documents and the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. Notwithstanding anything in this Agreement to the contrary, the Owner understands and acknowledges that the Architect does not guarantee or warrant the quality or performance of the Work, as this is the responsibility of each contractor.

Notwithstanding any other provisions herein, Owner's City Council is the only representative of Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's City Council may designate one or more representatives with authority to sign documents after City Council approval and/or to advise and consult with Architect for

day-to-day operations under the agreement.

It is distinctly agreed that by virtue of this Agreement, no architect, engineer, mechanic, contractor, materialman, 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 Agreement, 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.

This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

PAGE 19

Andrew Oxley, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Andrew Oxley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:20:52 on 04/29/2016 under Order No. 7790424924_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

PRINCIPAL
(Title)

APRIL 29, 2016
(Dated)



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: January 18, 2018

FROM: Debra Wallace, Deputy Town Manager/CFO

Jat

ITEM: Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018, and resolving all matters incident and related thereto.

BACKGROUND INFORMATION: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the issuance of Certificates of Obligation, Series 2018, ("the Certificates").

The Certificates will pay for the contractual obligations incurred for constructing, equipping and improving Town library facilities and professional services rendered in connection with the project, as approved on the FY 17-18 Five-Year Capital Improvement Program. On November 6, 2017, the Town Council approved a reimbursement resolution for an amount not to exceed \$10,900,000 to fund improvements in accordance with the FY 17-18 CIP.

At the Town Council meeting on December 4, 2017, the Town Council authorized the publication of notice to issue Certificates of Obligation, Series 2018, (the "Certificates") in the principal amount not to exceed \$10,900,000.

The issuance will be conducted as a competitive sale with bids due by 10:00 am January 18, 2018. The Certificates will begin accruing interest on February 1, 2018, (the Dated Date), which the Town will receive upon delivery of the funds on February 14, 2018. The Bank of New York Mellon Trust Company, N.A., will serve as the Paying Agent/Registrar for the Certificates. The preliminary official statement, which discloses details related to issuance of the Certificates and the Town, is available in the Financial Services Department for review.

BOARD REVIEW/CITIZEN FEEDBACK: On August 9, 2016, the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) Board of Directors held a public meeting and approved the annual debt service for the Certificates to be backed by TIRZ #1 revenue.

FISCAL IMPACT: Approximate amount of \$10,900,000

Proposed Expenditure:	Account Number(s):
A maximum of \$10,900,000 in certificates.	Tax Increment Reinvestment Zone revenue will pay debt service

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed ordinance. James Donovan of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed ordinance as to form.

ATTACHMENTS:

1. Ordinance authorizing the issuance of Certificates of Obligation, Series 2018
2. Draft Paying Agent/Registrar Agreement

DRAFT MOTION: Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018, and resolving all matters incident and related thereto.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____-18

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2018"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$10,900,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing, equipping and improving Town library facilities and (ii) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue Town of Flower Mound, Texas, Certificates of Obligation" was duly published in *The Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Flower Mound, Texas, on December 14, 2017 and December 21, 2017, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage and adoption of this Ordinance; and

WHEREAS, the Town Council has determined that the best date for consideration of this Ordinance is the effective date referenced in Section 42 hereof;

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified voters of the Town, has been presented to or filed with the Mayor, Town Secretary or any other official of the Town on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Town Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided;

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2018" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing, equipping and improving Town library facilities and

(ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates are issuable in fully registered form only; shall be dated February 1, 2018 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on September 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2018	\$_____	_____ %
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		

The Certificates shall bear interest on the unpaid principal amounts from the Certificate Date at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on March 1 and September 1 of each year, commencing September 1, 2018, until maturity.

SECTION 3: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Mayor or Mayor Pro Tem and Town Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying

Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the Town agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. The Certificates will not be subject to redemption prior to maturity.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the Town,

of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the Town, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the Town, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 25 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3 and 5 hereof relating to the payment and transfer/exchange of the Certificates, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the Town and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the Town decides to discontinue use of the system of book entry transfers through DTC, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the Town by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the Town on the Certificate Date shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided by Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount shown in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate(s), shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2018

Certificate Date:
February 1, 2018

Interest Rate:

Stated Maturity:
September 1, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (without right of prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from the Certificate Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing September 1, 2018, until maturity of this Certificate. Principal of this Certificate is payable at its Stated Maturity to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its

successor. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2018" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing, equipping and improving Town library facilities and (ii) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

The Certificates will not be subject to redemption prior to maturity.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the Town's combined waterworks and sewer system (the "System"), such lien and pledge being limited to the amount of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Bonds" (identified and defined in the Ordinance) now outstanding and hereafter issued by the Town. In the Ordinance, the Town reserves and retains the right to issue Prior Lien Bonds while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating

to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the Town is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Certificate to be duly executed under the official seal of the Town as of the Certificate Date.

ORDINANCE NO. ____-18

PAGE 9

TOWN OF FLOWER MOUND, TEXAS

Mayor

COUNTERSIGNED:

Town Secretary

(TOWN SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
THE STATE OF TEXAS (REGISTER NO. _____

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____ .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in East Syracuse, New York is the Designated Payment/Transfer Office for this Certificate.

ORDINANCE NO. ____-18

PAGE 10

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number: _____)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Certificate on the books kept
for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this
assignment must correspond with the
name of the registered owner as it
appears on the face of the within
Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of
this Section, except that the heading and first paragraph of a single fully registered Initial
Certificate shall be modified as follows:

REGISTERED:
NO. T-1

REGISTERED:
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS,
CERTIFICATE OF OBLIGATION
SERIES 2018

Certificate Date: February 1, 2018

ORDINANCE NO. ____-18

PAGE 11

Registered Owner: _____

Principal Amount: _____ MILLION _____ THOUSAND DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the above stated Principal Amount on September 1 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof).

(without right of prior redemption) and to pay interest on the unpaid Principal Amount from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from the Certificate Date) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing September 1, 2018, until maturity of this Certificate. Principal installments of this Certificate are payable at the year of maturity to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2018" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Town become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year.

(f) The term "Net Revenues" shall mean the gross revenues of the System, less the expense of operation and maintenance, including all salaries, labor, materials, interest, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Town Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the Town and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues".

(g) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the Town in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 hereof.

(h) The term "Prior Lien Bonds" shall mean all bonds or other similar obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(i) The term "System" shall mean the Town's combined waterworks and sewer system, including all properties (real, personal or mixed and tangible or intangible)

owned, operated, maintained and vested in the Town for the supply, treatment and distribution of treated water for domestic commercial, industrial and other uses and the together with all future additions, extensions replacements and improvements thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated "SPECIAL 2018 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND," and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town's depository. The Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO or Town Secretary, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the Town, be invested in obligations identified in, and in accordance with the provisions of the Town's Investment Policy as the same may be amended from time to time and the "Public Funds Investment Act" relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said Town, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Town Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Town Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Town Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The Town hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Bonds, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the Town shall pay all of such \$1,000, after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the Town under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the Town under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: Revenue Fund. The Town hereby covenants and agrees that so long as the pledge of the Net Revenues is made to the payment of the Certificates all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts

and moneys of the Town, and all such revenues shall be deposited as collected into the "Town of Flower Mound, Texas, Waterworks and Sewer System Revenue Fund" (heretofore created and established and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Bonds in accordance with the terms and provisions of any ordinance authorizing the issuance of Prior Lien Bonds.

Third: To the payment, equally and ratably, of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the debt service requirements of the Certificates (the Certificate Fund) and Additional Certificates.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Town purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the Town hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the Revenue Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The Town covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the Town for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The Town hereby further covenants as follows:

- (1) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing

under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(2) Other than for the payment of the Prior Lien Bonds and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the Town or of the System.

SECTION 18: Issuance of Prior Lien Bonds and Additional Certificates. The Town hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 19: Application of Prior Lien Bonds Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Bonds, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Bonds, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Bonds. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security for the Certificates.

SECTION 20: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO, or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to

the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to

such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Certificates with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States from the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the

Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager and Deputy Town Manager/CFO, either or any combination of them to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Satisfaction of Obligations of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. At such time as

Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities" as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the Town are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 26: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains Outstanding except as permitted in this Section and Section 33 hereof. The Town, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Sale of the Certificates. Pursuant to a public sale for the Certificates, the bid submitted by _____ (the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the Town, and the sale of the Certificates to said Purchasers at the price of par plus a cash premium of \$_____ is hereby determined to be in the best interests of the Town and is approved and confirmed. Delivery of the Certificates to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name as provided in the winning bid.

SECTION 28: Official Statement. The use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO or Town Secretary, individually or collectively), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated January 18, 2018 in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and Town Secretary are further authorized and directed to manually execute and deliver for and on behalf of the Town copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Town Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 29: Proceeds of Sale. The proceeds of sale of the Certificates, less those proceeds of sale designated to pay costs of issuance and premium in the amount of \$_____,

shall be deposited in a fund maintained at a depository bank of the Town. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Town Council. Premium in the amount of \$_____ shall be deposited to the credit of the Certificate Fund. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be disbursed for payment of costs of issuance or deposited to the credit of the Certificate Fund.

SECTION 30: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO and Town Secretary individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Town and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the Town's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate(s) to the initial purchasers.

SECTION 31: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the Town, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 32: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 33: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2018, financial information and operating data with respect to the Town of the general type included in Tables numbered 1, 2, 4, 5, 6, 8, 10, 11, 12, 14, 18 and 19 in Appendix A of the Official Statement, and (2) within twelve months after the end of each fiscal year, beginning in or after 2018 and if not provided as part of such financial information and operating data, audited financial statements of the Town. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix D to the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available by the required time, the Town will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events.

The Town shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the Town to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the Town does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects; nor does the Town undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the Town does not make

any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 35: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 36: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 38: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 42: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page intentionally left blank]

ORDINANCE NO. ____-18

PAGE A-1

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON JANUARY 18, 2018.

TOWN OF FLOWER MOUND, TEXAS

Thomas E. Hayden, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. ____-18

PAGE A-1

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of January 18, 2018 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas, Certificates of Obligation, Series 2018 (the "Securities")", dated February 1, 2018, such Securities scheduled to be delivered to the initial purchasers thereof on or about February 14, 2018; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE**APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such

other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 No Boycott of Israel. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, the Bank hereby verifies that the Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 6.13 Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable to this agreement, the Bank represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code.

Section 6.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

Attest:

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

Title: _____

[signature page to Paying Agent/Registrar Agreement – signatures continue on next page]

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ATTEST:

Town Secretary

[signature page to Paying Agent/Registrar Agreement]

ANNEX A



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: January 18, 2018

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on the Glidewell Addition residential development. The specimen tree is located at 3551 Shady Trail. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 2, 2018, meeting).***

BACKGROUND INFORMATION: The Glidewell Addition residential development is generally located south of Cross Timbers Road and west of High Road. The site is approximately 11.768 acres in size and is zoned Agricultural. The applicant is requesting to remove one (1) specimen tree (Tree #66 – 22.5” post oak) from the property located at 3551 Shady Trail.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. For the one (1) specimen tree, 44” of replacement trees, equaling 15 three-inch caliper trees, is required. There are numerous protected trees being preserved on the site; therefore, staff will assess the preservation credits with the building permit application which may result in a reduction in the amount of required mitigation.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 2, 2018, meeting. The ECC recommended approval of the requested permit to remove the specimen tree. A link to the ECC meetings can be found at:

<https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of January 3, 2018, staff has not received feedback related to this item.

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

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

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

DRAFT MOTION: Move to approve the requested permit for the removal of one (1) specimen tree on the Glidewell Addition residential development. The specimen tree is located at 3551 Shady Trail.



December 7, 2017

To: The Town of Flower Mound
From: Randy Whitson, Builder, Noble Classic Homes
Re: Tree Removal

We need to remove this protected specimen tree because it is located within the envelope of the new house that is being constructed. Consideration was given to moving the location of the house but that would have resulted in the taking down of many more trees.



Noble Classic Homes, Inc.
Certified Master Builders
P.O. Box 507 • Argyle, TX
Phone: 940.240.5332 • Fax: 940-464-3639
www.nobleclassichomes.com
"Let Us Build Your Dream"

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

Amy Griffith
Certified Arborist - TX-40851

Address:

Alpine Tree Service
1960 Brumlow Avenue
Southlake, TX 76092

Phone:

(817) 656-8733

Applicant's Legal Interest in the Property:

working for the builder

2. Property Owner(s)

Name(s): Dave And Angela Glickwell

Address:

3. Location and Legal Description of Property:

3551 Shady Trail Flower Mound, TX 75022
Lot 2 Block A

4. Owner's Authorization of Representation

I, Angela Glidewell, the owner of the above described real property, do hereby authorize No. 36 Classic Homes to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Angela Glidewell
Signature of Owner



Given Under My Hand and Seal of Office

This the 5th Day of Dec, 2017

Judith M. Fulkerson
Notary Public

In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Amy Griffith, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Amy Griffith
Signature of Applicant

Landscape Architect License No. _____

State of Licensure _____

Or ISA Certified Arborist No. TX-4085A



Given Under My Hand and Seal of Office

This the 5 Day of December, 2017

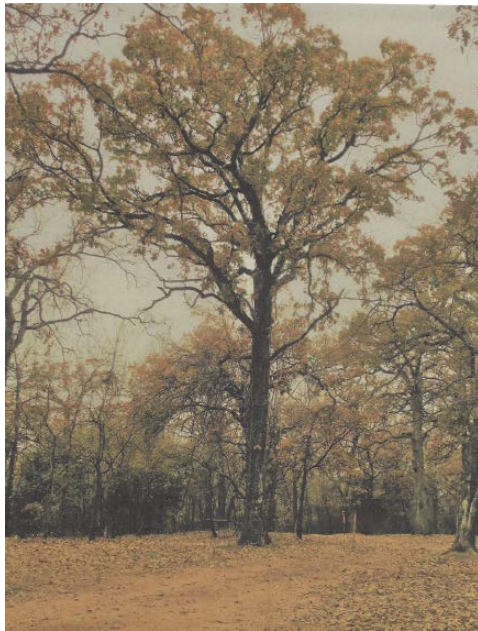
Michelle Binney
Notary Public

In and For Tarrant County, Texas

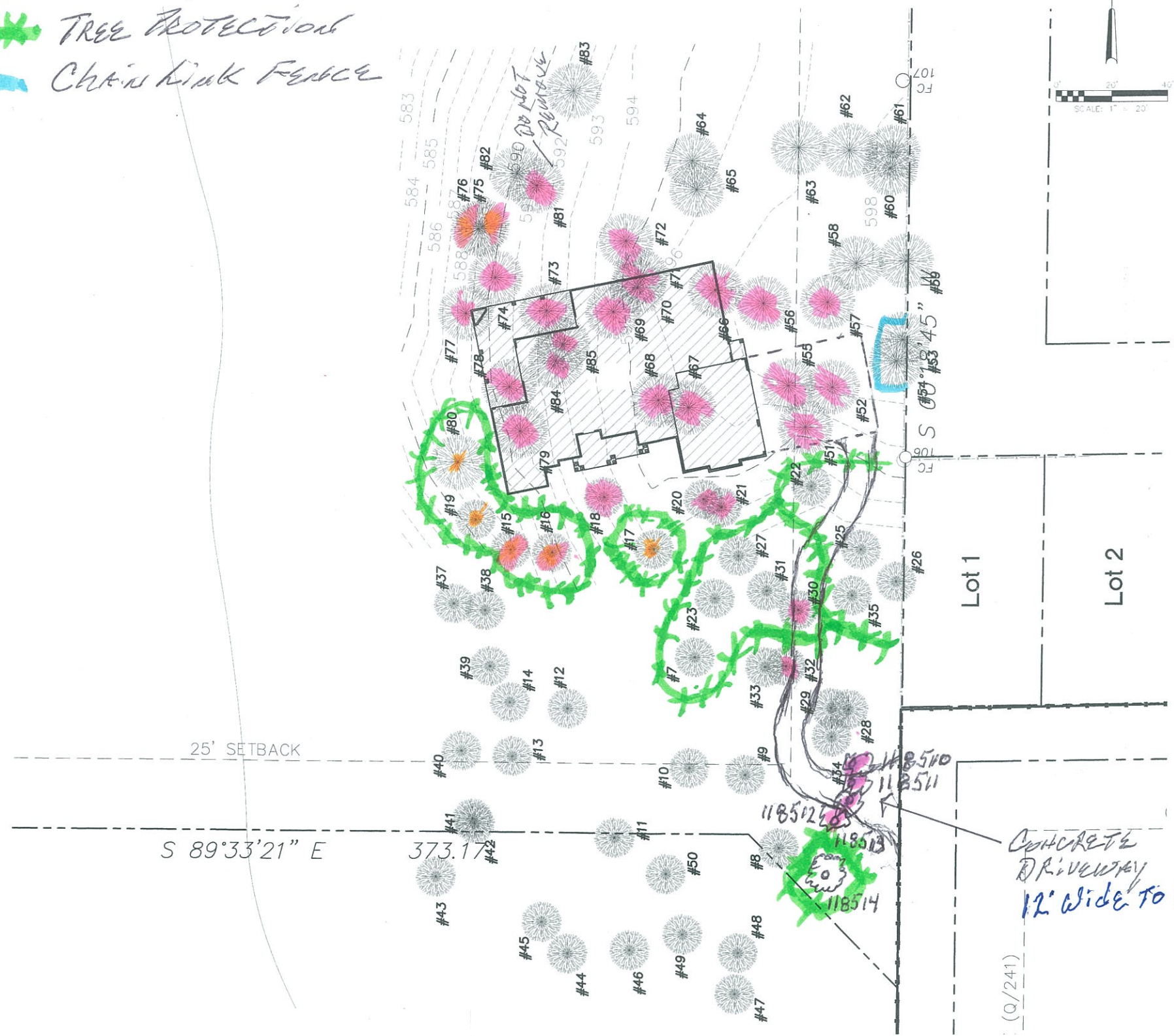
6. Received by Town of Flower Mound on (Date) 12/08/2017 by (initials) JRH.

Glidewell Addition – Specimen tree proposed for removal

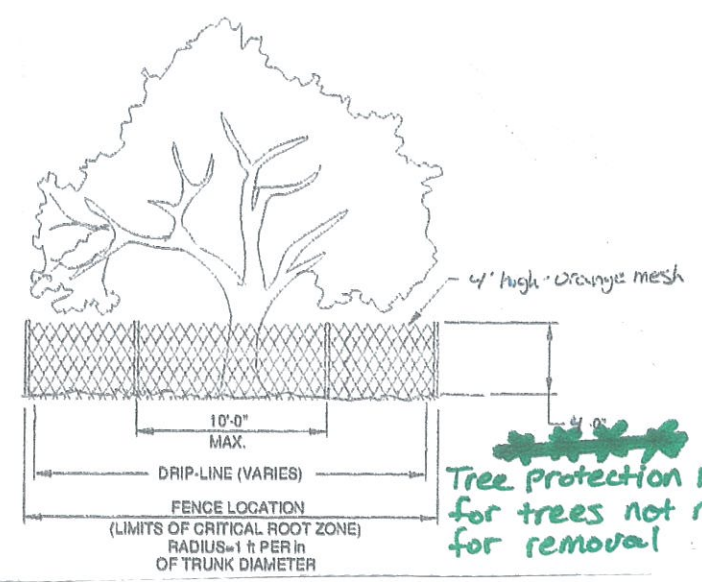
Tree #66 – 22.5" post oak



- Trees To Be Removed
- Trees maybe will move
- Tree Protection
- Chain Link Fence



NOTES
TREES LOCATED PER TOPOGRAPHIC SURVEY



LEGEND

---	PROPERTY LINE
---	EXISTING CONTOURS
---	PROPOSED CONTOURS
---	FLOWLINE
---	EASEMENT
---	BUILDING SETBACK
---	EDGE OF PAVING
---	PROPOSED VALLEY
---	RETAINING WALL
[Hatched Box]	PROP. STRUCTURE
[Dotted Box]	PROP. CONCRETE PAVEMENT
[Arrow]	FLOW ARROW
---	SILT FENCE
---	TOP OF WALL
---	BOTTOM OF WALL
---	FINISH GRADE

REVISIONS

#	REVISION	DATE

NOBLE CLASSIC HOMES
Randy Whitson.com
Randy Whitson
(661) 466-9522 PH

EXISTING TREE
PLAN

GLIDWELL ADDTN.
3501 SHADY TRAIL
FLOWER MOUND, TEXAS

WHITWORTH
ENGINEERING
D I A M O N D J W I N C
4200 NORTH MAIN, SUITE 150
FORT WORTH, TX 76106
(817) 235-6106 (817) 235-6184 FAX
ENGINEERING FIRM NUMBER - 3973

FLOOD PLAIN NOTE:
ACCORDING TO THE INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), COMMUNITY PANEL NO. 48121C05206, REVISED APRIL 18, 2011, A PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE "SPECIAL FLOOD HAZARD AREA (SFHA) ZONE A (UN-STUDIED 100 YEAR FLOOD PLAIN) - AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTE:
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION/EXCAVATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON COMBINATION OF FIELD SURVEY & CITY RECORD DRAWINGS

BEFORE YOU DIG CALL:
1-800-245-4545



TEXAS 811
TEXAS ONE CALL SYSTEM

ISSUE DATE:
NOV 29, 2017

PROJECT NO.
CV17-0046

SHEET NUMBER
C-1.0

Site Location: 3551 Shady Trail, Flower Mound 75022

Date of Survey: 21-Nov-17

ID #	Species	DBH (")	Condition	Avg Canopy (ft)	Status	*Remove (Y/N)
7	Post Oak (<i>Quercus stellata</i>)	15½	Fair	30	Protected	N
8	Post Oak (<i>Quercus stellata</i>)	11	Good	30	Protected	N
9	Post Oak (<i>Quercus stellata</i>)	13	Good	31	Protected	N
10	Post Oak (<i>Quercus stellata</i>)	14	Good	31	Protected	N
11	Post Oak (<i>Quercus stellata</i>)	19	Fair	45	Protected	N
12	Post Oak (<i>Quercus stellata</i>)	(multi) 8 & 11	Fair	33	Protected	N
13	Post Oak (<i>Quercus stellata</i>)	13	Fair	35	Protected	N
14	Post Oak (<i>Quercus stellata</i>)	12	Good	24	Protected	N
15	Post Oak (<i>Quercus stellata</i>)	(multi) 7 & 8	Fair	33	Protected	Y N
16	Post Oak (<i>Quercus stellata</i>)	10½	Good	24	Protected	Y N
17	Post Oak (<i>Quercus stellata</i>)	15½	Fair	32	Protected	Y N
18	Post Oak (<i>Quercus stellata</i>)	(multi) 13 at 2' high, 15 & 11	Good	46	Protected	Y N
19	Post Oak (<i>Quercus stellata</i>)	8	Poor	19	Protected	MAYBE N
20	Post Oak (<i>Quercus stellata</i>)	10½	Fair	17	Protected	Y
21	Post Oak (<i>Quercus stellata</i>)	15	Poor	27	Protected	Y
22	Post Oak (<i>Quercus stellata</i>)	(multi) 14 & 15½	Good	39	Protected	N
23	Post Oak (<i>Quercus stellata</i>)	(multi) 11 & 10	Good	25	Protected	N
25	Post Oak (<i>Quercus stellata</i>)	12½	Fair	28	Protected	N
26	Post Oak (<i>Quercus stellata</i>)	8½	Poor	16	Protected	N
27	Post Oak (<i>Quercus stellata</i>)	19	Fair	34	Protected	N
28	Post Oak (<i>Quercus stellata</i>)	15½	Good	33	Protected	N
29	Post Oak (<i>Quercus stellata</i>)	13	Fair	25	Protected	N
30	Post Oak (<i>Quercus stellata</i>)	20	Good	38	Protected	N

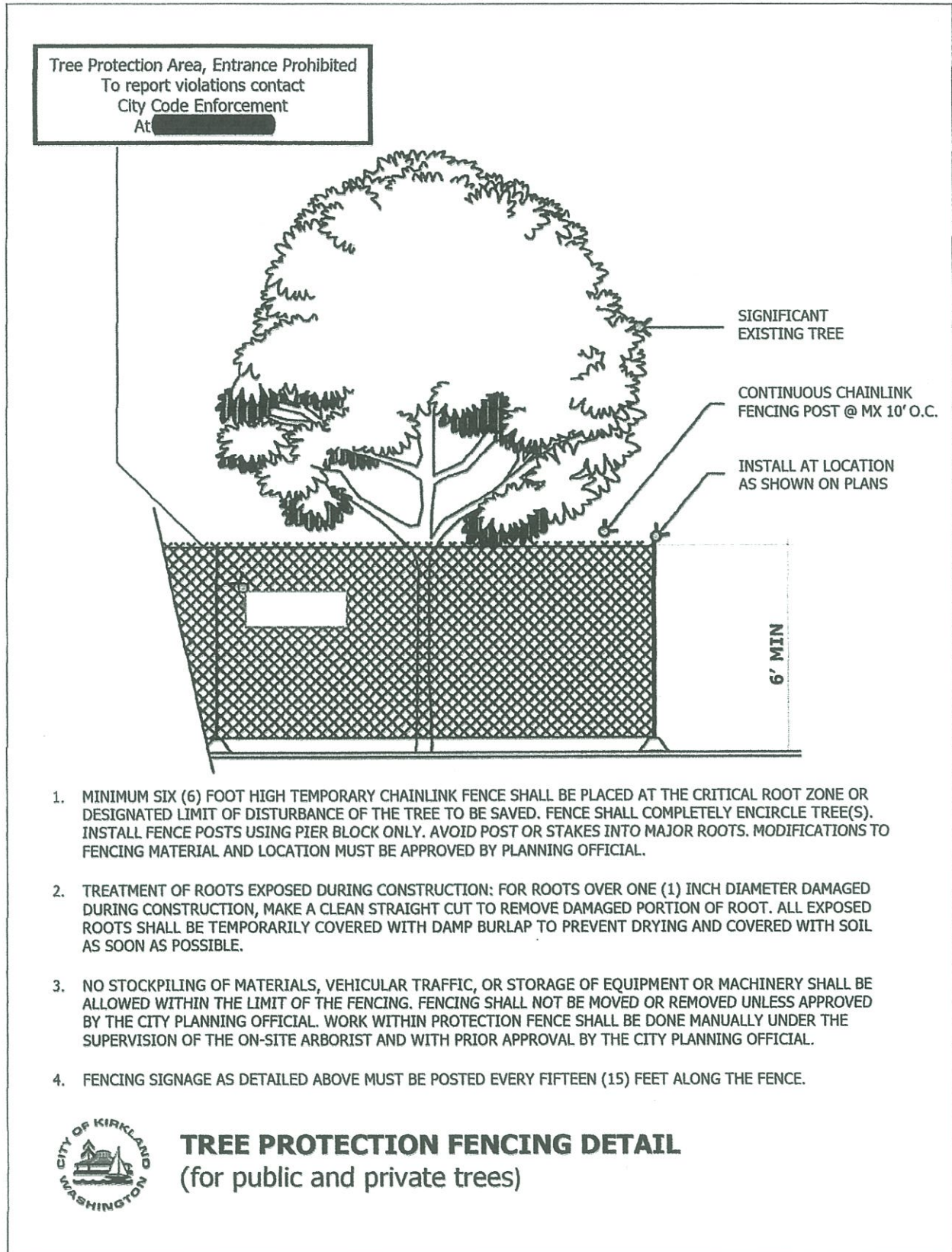
31	Post Oak (<i>Quercus stellata</i>)	16	Good	26	Protected	N
32	Post Oak (<i>Quercus stellata</i>)	(multi) 8, 10 & 8	Fair	25	Protected	N
33	Post Oak (<i>Quercus stellata</i>)	8½	Fair	2	Protected	N
34	Post Oak (<i>Quercus stellata</i>)	(multi) 10 & 17	Fair	25	Protected	N
35	Post Oak (<i>Quercus stellata</i>)	10	Fair	22	Protected	N
37	Post Oak (<i>Quercus stellata</i>)	10½	Fair	25	Protected	N
38	Post Oak (<i>Quercus stellata</i>)	(multi) 7 & 14	Good	32	Protected	N
39	Post Oak (<i>Quercus stellata</i>)	10	Fair	20	Protected	N
40	Post Oak (<i>Quercus stellata</i>)	(multi) 13, 9 & 14	Fair	42	Protected	N
41	Eastern Red Cedar (<i>Juniperus virginiana</i>)	7	Good	22	Protected	N
42	Post Oak (<i>Quercus stellata</i>)	(multi) 8, 9 & 7	Fair	25	Protected	N
43	Post Oak (<i>Quercus stellata</i>)	(multi) 7 & 6	Good	30	Protected	N
44	Post Oak (<i>Quercus stellata</i>)	12	Fair	25	Protected	N
45	Post Oak (<i>Quercus stellata</i>)	15½	Poor	25	Protected	N
46	Post Oak (<i>Quercus stellata</i>)	(multi) 10 & 11	Fair	33	Protected	N
47	Post Oak (<i>Quercus stellata</i>)	12	Fair	18	Protected	N
48	Post Oak (<i>Quercus stellata</i>)	(multi) 12 & 10	Fair	35	Protected	N
49	Post Oak (<i>Quercus stellata</i>)	10	Fair	22	Protected	N
50	Post Oak (<i>Quercus stellata</i>)	(multi) 12 & 12	Fair	40	Protected	N
51	Post Oak (<i>Quercus stellata</i>)	17	Good	27	Protected	Y
52	Post Oak (<i>Quercus stellata</i>)	12	Good	24	Protected	Y
53	Ash (<i>Fraxinus</i> spp.)	11	Poor	20	Protected	N
54	Post Oak (<i>Quercus stellata</i>)	22	Good	35	Specimen	N
55	Post Oak (<i>Quercus stellata</i>)	12½	Good	25	Protected	Y
56	Mulberry (<i>Morus</i> spp.)	18	Fair	25	Not Protected	Y

57	Post Oak (<i>Quercus stellata</i>)	17	Good	30	Protected	Y
58	Post Oak (<i>Quercus stellata</i>)	(multi) 9 & 11	Fair	23	Protected	N
59	Black Hickory (<i>Carya texana</i>)	12	Poor	10	Protected	N
60	Post Oak (<i>Quercus stellata</i>)	21	Good	25	Protected	N
61	Post Oak (<i>Quercus stellata</i>)	13	Poor	10	Protected	N
62	Post Oak (<i>Quercus stellata</i>)	21½	Good	22	Protected	N
63	Post Oak (<i>Quercus stellata</i>)	24	Good	32	Specimen	N
64	Mulberry (<i>Morus</i> spp.)	10 at 2ft up	Fair	28	Protected	N
65	Post Oak (<i>Quercus stellata</i>)	16	Poor	24	Protected	N
66	Post Oak (<i>Quercus stellata</i>)	22½	Good	36	Specimen	Y
67	Post Oak (<i>Quercus stellata</i>)	20	Good	29	Protected	Y
68	Post Oak (<i>Quercus stellata</i>)	14	Good	26	Protected	Y
69	Post Oak (<i>Quercus stellata</i>)	12	Fair	10	Protected	Y
70	Post Oak (<i>Quercus stellata</i>)	16	Fair	25	Protected	Y
71	Post Oak (<i>Quercus stellata</i>)	14	Poor	20	Protected	Y
72	Black Hickory (<i>Carya texana</i>)	8	Poor	10	Protected	Y
73	Post Oak (<i>Quercus stellata</i>)	13	Poor	25	Protected	Y
74	Post Oak (<i>Quercus stellata</i>)	11	Good	20	Protected	Y
75	Post Oak (<i>Quercus stellata</i>)	14	Fair	25	Protected	Y N
76	Post Oak (<i>Quercus stellata</i>)	14	Fair	25	Protected	Y N
77	Post Oak (<i>Quercus stellata</i>)	6	Good	10	Protected	Y N
78	Post Oak (<i>Quercus stellata</i>)	16	Good	35	Protected	Y
79	Post Oak (<i>Quercus stellata</i>)	(multi) 12 & 14	Good	40	Protected	Y
80	Post Oak (<i>Quercus stellata</i>)	18	Good	25	Protected	MAYAE N
81	Eastern Red Cedar (<i>Juniperus virginiana</i>)	7	Good	20	Protected	N N

82	Post Oak (<i>Quercus stellata</i>)	11	Fair	15	Protected	N
83	Post Oak (<i>Quercus stellata</i>)	16	Good	35	Protected	N
84	Post Oak (<i>Quercus stellata</i>)	6	Fair	10	Protected	Y
85	Post Oak (<i>Quercus stellata</i>)	6	Fair	10	Protected	Y
118510	Post Oak (<i>Quercus stellata</i>)	10	Good	14	Protected	Y
118511	Post Oak (<i>Quercus stellata</i>)	10	Fair	13	Protected	Y
118512	Post Oak (<i>Quercus stellata</i>)	10	Good	15	Protected	Y
118513	Post Oak (<i>Quercus stellata</i>)	10	Good	14	Protected	Y
118514	Post Oak (<i>Quercus stellata</i>)	21	Good	37	Protected	
118515	Red Oak (<i>Quercus shumardii</i>)	10	Good	30	Protected	Y
118516	American Elm (<i>Ulmus americana</i>)	31	Poor	63	Specimen	Y

*The tree removal column is based on Randy Whitson's plans and not any other source.

Amy Griffith
 Certified Arborist Tx-4085A
 Alpine Tree Service
 1900 Brumlow Avenue
 Southlake, TX 76092
 (817)656-8733





TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: January 18, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider establishing rules for electioneering at polling locations.

BACKGROUND INFORMATION:

At the September 18, 2017, Town Council meeting staff was given direction to bring forward an agenda item to discuss the following two items as it relates to local elections:

1. Whether or not the Town should create rules as it relates to electioneering at polling places.
2. If the Town would be able to set times as to when signs can be put out (community wide), such as later than the first day of the candidate filing period.

At the November 6, 2017, Council meeting staff was asked to focus on the electioneering aspect and to provide examples as to what other cities have done in this area. Out of the Town's 14 benchmark cities surveyed six have designated electioneering locations in place, six do not and two did not respond. In addition, a survey was conducted via the Texas Municipal Clerk's Association, where a few additional cities were identified as having established rules as it relates to electioneering.

The following attachments include examples from cities that have established regulations concerning the time, place, and manner of electioneering conducted outside of the 100-foot marker. In addition, in most cases a map that defines the designated electioneering location is typically included in the candidate election packet.

This item was postponed at the December 18, 2017, council meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

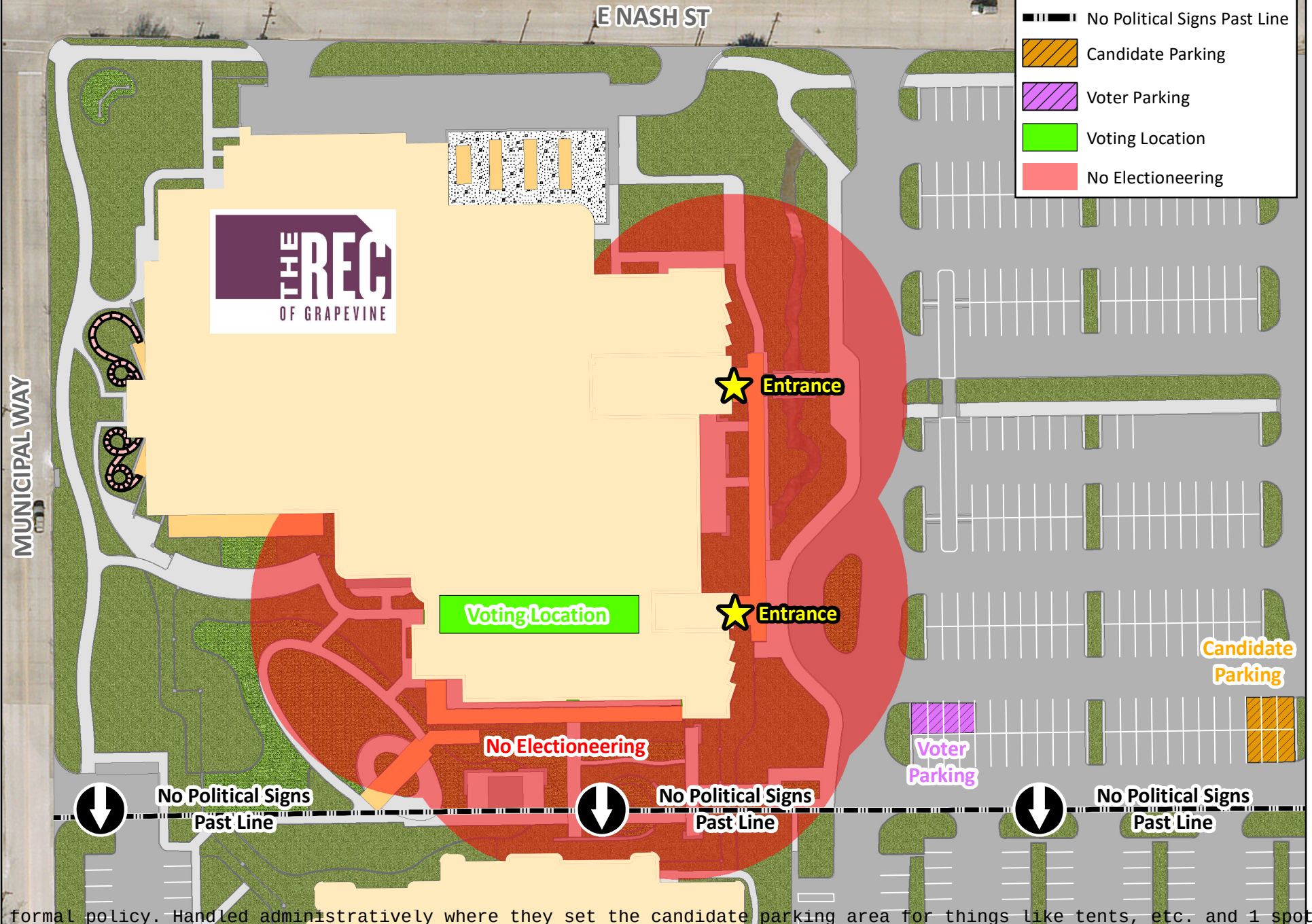
LEGAL REVIEW: Fritz Quast of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed has provided legal advice on this topic.

ATTACHMENTS:

1. Examples from the Texas cities of:
 - a. Grapevine
 - b. Highland Village
 - c. McKinney
 - d. Nacogdoches
 - e. Richardson
 - f. Allen
 - g. Frisco
2. Electioneering Free Zone Options (Courts/Library)

DRAFT MOTION: Provide staff direction regarding interest in establishing specific rules as it relates to electioneering at polling places.

ELECTION LOCATION INFORMATION



No formal policy. Handled administratively where they set the candidate parking area for things like tents, etc. and 1 spot per candidate & include the map with the candidate packet. Voter parking signs are put put by the public works dept. candidate.

ORDINANCE NO. 2014-1157

AN ORDINANCE OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 14 "PUBLIC WAYS AND PUBLIC PLACES" BY ADDING ARTICLE 14.06 "REGULATING ELECTIONEERING AT POLLING LOCATIONS ON CITY PROPERTY"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 14, 2013, Texas Election Code §61.003 and §85.036 were amended to require a public entity that controls or owns a building used as a polling place, to allow electioneering on the premises subject to reasonable regulations while polls are open; and

WHEREAS, according to this new law, "electioneering" includes the posting, use, or distribution of political signs or literature; and

WHEREAS, City owned or controlled buildings used as election polling places are simultaneously used for various other purposes for which adequate and safe parking and access thereto must be maintained in order for those facilities to operate in a safe and effective manner; and

WHEREAS, in order to further the general health, safety and welfare of the community, electioneering signs and literature should not be present outside of the time for voting except for a limited period to erect and remove the signs, and not be attached to City improvements and landscaping; and

WHEREAS, the City Council further finds that the size of electioneering signs shall be limited and they should be set back from the public roadway in order to further traffic safety and remove visual clutter; and

WHEREAS, current City of Highland Village regulations prohibit signs, including political signs, on public property, therefore, those regulations must be amended to comply with the new law; and

WHEREAS, the City Council deems it is in the best interest of the citizens of the City of Highland Village that the current sign regulations be amended and additional regulations be adopted to address concerns that may result from electioneering on public property used for election polling places, including damage to property, traffic safety concerns, and blight; and

WHEREAS, the City Council finds that the adoption of regulations is needed and that they further the public health, safety and welfare of the community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The Code of Ordinances of the City of Highland Village, Texas, be, and the same is hereby amended by adding new Article 14.06 "Electioneering at Polling Locations on City Property" to Chapter 14 "Public Places and Public Ways", to read as follows:

"ARTICLE 14.06. ELECTIONEERING AT POLLING LOCATIONS ON CITY PROPERTY

Sec. 14.06.001. Purpose.

The purpose of this Article is to provide reasonable time, place, and manner regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

Sec. 14.06.002. Definitions.

The following words and phrases as used in this article shall have the meanings as set forth in this section:

City-owned polling place means a building owned or controlled by the City, inclusive of the tract of land on which said building is located, in which as polling place designated pursuant to Chapter 43 of the Texas Election Code is located.

Electioneering shall mean the posting, use, or distribution of political signs or literature.

Electioneering locations(s) means one or more locations on the premises of a City-owned polling place designated by resolution of the City Council as authorized locations where electioneering, other than the placement of electioneering signs may occur, a copy of which resolution shall be available in the office of the City Secretary and incorporated herein by reference.

Political sign means a sign promoting the election of a candidate or political party, or approval or rejection of a measure.

Electioneering sign location(s) means one or more locations on the premises of a City-owned polling place designated by resolution of the City Council as authorized locations for the placement of political signs, a copy of which resolution shall be available in the office of the City Secretary and incorporated herein by reference.

Voting period shall mean:

(a) with respect to early voting by personal appearance, the hour the polls are open for voting on the first day of the early voting period and ending when the polls close or the last voter has voted, whichever is later, on the last day of the early voting period; and

(b) with respect to election day, the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later .

Sec. 14.06.003. Regulations and exceptions.

(a) It is an offense for any person to engage in electioneering on the premises of a City-owned polling place. It is defense to an offense described in this subsection (a) that:

(1) during the early voting period, the electioneering occurred within an electioneering location during a period not earlier than one hour prior to the commencement of the voting period and not later than one hour after the end of the

voting period; or

(2) on election day, the electioneering occurred within an electioneering location during a period beginning at 12:01 a.m. prior to the commencement of the voting period and not later than Noon on the day after the end of the voting period; and

(3) the act constituting electioneering was the attachment of a political sign to a vehicle that was lawfully parked on the premises of the City-owned polling place or (ii) placed in an electioneering sign location during the voting period.

(b) It is an offense for any person to attach, place or otherwise affix or erect any political sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement of a City-owned polling place.

(c) It is an offense for any person to place any political sign or literature within ten (10) feet of the public road way adjacent to a City-owned polling place.

(d) It is an offense for any person to place or affix a political sign on the premises of a City-owned polling place except as follows:

(1) Political signs may be placed or affixed only in an electioneering sign location:

(i) during the early voting period, the political sign was placed within an electioneering sign location during a period not earlier than one hour prior to the commencement of the voting period and not later than one hour after the end of the voting period; or

(ii) on election day, the political sign was placed within an electioneering sign location during a period beginning at 12:01 a.m. prior to the commencement of the voting period and not later than Noon on the day after the end of the voting period.

(2) Political signs for each candidate, political party, or measure shall have a sign face no larger than thirty-six square feet on each side of the sign and be no taller than eight feet in height from ground level.

(3) Political signs placed in an electioneering sign location shall have no more than two (2) sign faces per sign.

(4) The political sign must be placed or affixed in a manner that does not violate subsection (b) of this section.

It is defense to an offense described in this subsection (d) that the person was holding the political sign in an electioneering location that is not an electioneering sign location in such a manner that the sign does not physically touch any part of the premises.

(e) In addition to imposing any criminal penalty, political sign(s) located in violation of this article may be removed and disposed of by the City.

Sec. 14.06.004. Compliance with Election Code.

Nothing in this article shall be construed as authorizing electioneering within any area of the premises of a City-owned polling place in violation of any provision of the Texas Election Code.”

SECTION 2. All provisions of the ordinances of the City of Highland Village in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Highland Village not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Highland Village as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON FIRST READING ON THIS THE 28th DAY OF JANUARY, 2014.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON SECOND READING ON THIS THE 11th DAY OF FEBRUARY, 2014.

APPROVED:

Patrick L. Davis, Mayor

ATTEST:

Diane A. Callahan, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/29/14:64365)

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2014-2480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS DESIGNATING ELECTIONEERING LOCATIONS AND ELECTIONEERING SIGN LOCATIONS AT THE HIGHLAND VILLAGE MUNICIPAL COMPLEX; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article 14.06 of the Code of Ordinances authorizes the City Council to establish by resolution Electioneering Locations and Electioneering Sign Locations on City-owned or controlled property used for polling locations for national, state, and local elections; and

WHEREAS, the City of Highland Village Municipal Complex is regularly used as a polling location for a variety of elections; and

WHEREAS, the City Council of the City of Highland Village finds it to be in the public interest to establish Electioneering Locations and Electioneering Sign Locations for the City of Highland Village Municipal Complex;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. On those days of the voting period during which early voting by personal appearance is occurring, the Electioneering Locations and Electioneering Sign Locations, as defined in Article 14.06 of the Code of Ordinances, designated for the City of Highland Village Municipal Complex shall be as set forth in Exhibit "A", attached hereto and incorporated by reference.

SECTION 2. On Election Day, the Electioneering Locations and Electioneering Sign Locations, as defined in Article 14.06 of the Code of Ordinances, designated for the City of Highland Village Municipal Complex shall be as set forth in Exhibit "B", attached hereto and incorporated by reference.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 11th day of February, 2014.

APPROVED:



Patrick L. Davis, Mayor

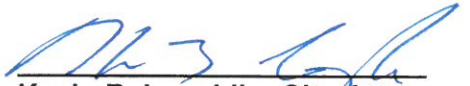
ATTEST:



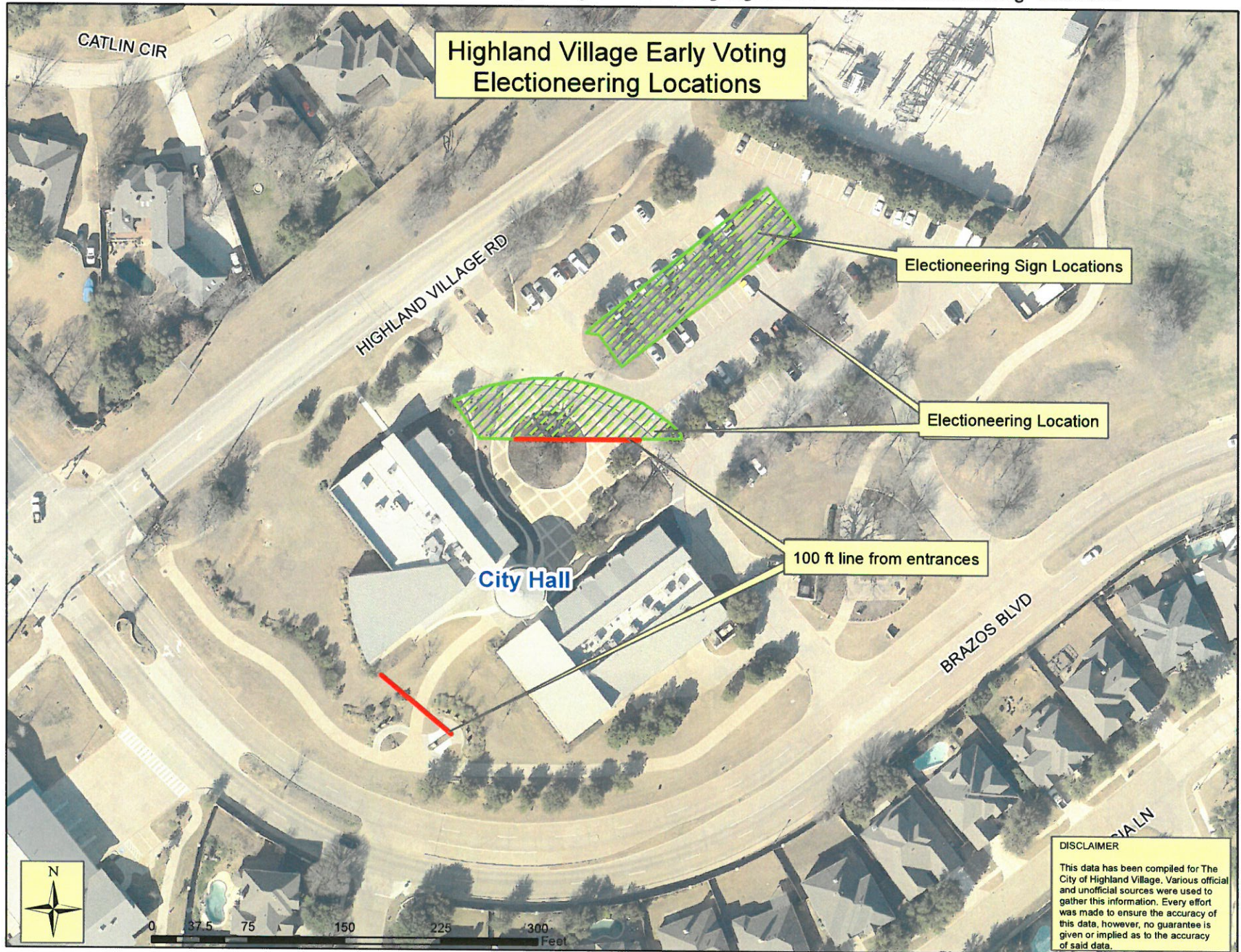
Diane A. Callahan, City Secretary

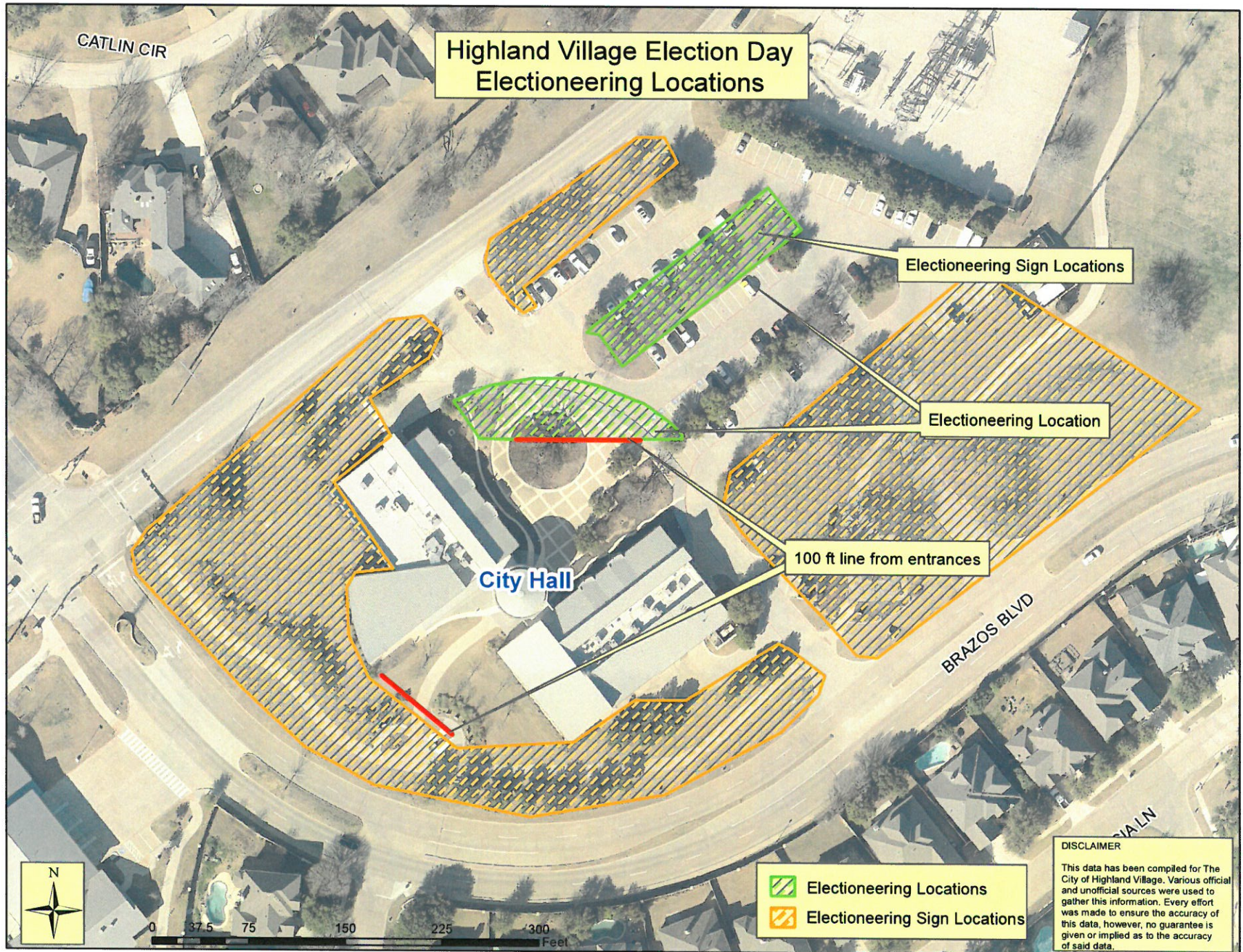


APPROVED AS TO FORM AND LEGALITY:



Kevin B. Laughlin, City Attorney
(kbl: 2/4/14:64633)





ORDINANCE NO. 2017-10-095

AN ORDINANCE AMENDING CHAPTER 38, "ELECTIONS," OF THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS, ARTICLE IV, "ELECTIONEERING," BY REPEALING IN ITS ENTIRETY SECTIONS 38-70 THROUGH 38-74, AND REPLACING THOSE SECTIONS WITH NEW SECTIONS 38-70 THROUGH 38-74; ESTABLISHING RULES AND REGULATIONS REGARDING ELECTIONEERING WITHIN THE CITY; PROVIDING DEFINITIONS; CREATING OFFENSES FOR INDIVIDUALS VIOLATING RULES AND REGULATIONS; PROVIDING ENFORCEMENT BY DESIGNATED OFFICIALS AND OFFICERS; PROVIDING A SAVINGS CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING PENALTIES FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of McKinney, Texas ("City") is a Home Rule City possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, and its Home Rule Charter; and

WHEREAS, the City Council of the City of McKinney, Texas ("City Council"), has authority, pursuant to Section 61.003 and Section 85.036 of the Texas Election Code, to enact reasonable regulations concerning the time, place, and manner of electioneering within the City limits; and

WHEREAS, the City Council now desires to amend the City's Code of Ordinances and establish certain rules and regulations that will govern the time, place, and manner of electioneering within the City; and

WHEREAS, the City Council finds that the adoption of this Ordinance is in the best interests of its citizens and serves a public purpose, and protects the health, safety, and welfare of the citizens of the City of McKinney.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. From and after the effective date of this Ordinance, Chapter 38 of the Code of Ordinances of the City of McKinney, Texas, entitled "Elections," Article IV, "Electioneering," is hereby amended by repealing Sections 38-70 through 38-74, and replacing those sections with new Sections 38-70 through 38-74, to read as follows:

"Sec. 38-70. Definitions.

- (a) *Designated Area for Electioneering* means those areas shown on Exhibit A and Identified as areas outside of the Prohibited Area where electioneering may occur.
- (b) *Early voting period* means:
 - (1) The period for early voting by personal appearance as prescribed by the Texas Election Code or by other applicable state law.
 - (2) If because of the date for which an election is ordered it is not possible to begin early voting by personal appearance on the

prescribed date, the early voting period shall begin on the earliest date practicable after the prescribed date as set by the authority ordering the election.

- (c) *Electioneering* means the posting, use, or distribution of political signs, literature, or material.
- (d) *Post* or *Posting* means to display a political sign, including attaching or affixing it to a surface, holding it by hand, or staking it into the ground. T-posts are not allowed on any City-owned or -controlled property.
- (e) *Posting period* means:
 - (1) The period during which political signs may be placed at any City-owned or -controlled polling location, i.e., placement beginning twenty-four (24) hours before an early voting period begins and removal no later than twenty-four (24) hours after an early voting period closes.
 - (2) The period during which political signs may be placed at any City-owned or -controlled polling location, i.e., placement beginning twenty-four (24) hours before election day voting begins and removal no later than twenty-four (24) hours after election day voting closes.
- (f) *Prohibited area* means the area within which Texas Election Code § 85.036(a), as amended, prohibits electioneering during the time an early voting place or election day voting place is open for the conduct of early voting or election day voting, respectively.
- (g) *Voting period* means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later, on election day and any day in an early voting period. The period for a run-off election shall be considered to be a separate voting period.

Sec. 38-71. Purpose and Scope.

- (a) It is the purpose of this article:
 - (1) To provide reasonable regulations for electioneering on City-owned or -controlled public property when such property is used as a polling place location during a voting period.
 - (2) To establish an electioneering-free zone, within one hundred feet (100') of any outside door through which a voter may enter a city building containing a polling place during any voting period, against persons electioneering for or against any candidate, measure, or political party.
 - (3) To prevent damage to public property and to ensure that a polling place location is sufficiently available during a voting period for those who use the facilities other than for election purposes.
 - (4) To protect the public health, safety, and welfare of the City.
 - (5) To protect the voter and the integrity of the election process.
- (b) The provisions of this article shall not be construed in violation of any city ordinance, state or federal statute, or other applicable law.

Sec. 38-72. Administration.

The provisions of this article shall be administered and enforced by the city secretary, a designated election officer, a code enforcement official, or any law enforcement official.

Sec. 38-73. Prohibited Area, Activities, and Conduct.

- (a) It shall be unlawful for any person to post, leave or place a political sign on City-owned or -controlled property, including within the Designated Area for Electioneering that is used as a polling place location other than during the period beginning twenty-four (24) hours before a voting period begins and ending twenty-four (24) hours after a voting period ends.
- (b) It shall be unlawful for any person to engage in electioneering, for or against any candidate, measure, or political party, during any voting period, within the Prohibited Area, i.e., within one hundred feet (100') of an outside door through which a voter may enter a City-owned or -controlled property in which a polling place is located, as more fully depicted in the attached Exhibit A.
- (c) It shall be unlawful for any person to park or leave a motor vehicle or other vehicle or device customarily used for transportation, with or without an occupant, which displays a political sign during any voting period,
 - (1) Within the Prohibited Area, i.e., within one hundred feet (100') of an outside door through which a voter may enter a City-owned or -controlled property in which a polling place is located, as more fully depicted in the attached Exhibit A; or
 - (2) Within, on or at a polling place location that is City-owned or -controlled.
- (d) Within the Designated Area for Electioneering only, political signs shall be limited to no more than four (4) two-foot by two-foot (2' x 2') signs per candidate or measure at each City-owned or -controlled polling place location during the posting period for any voting period. The limit on the number of political signs is applicable irrespective of whether the signs are from a candidate's campaign, a political action committee, or any other interest group.
- (e) Tents, awnings, shelters, booths, and tables are not permitted on any City-owned or -controlled property, including within the Designated Area for Electioneering, that is used as a polling place location during any voting period unless otherwise authorized by the City Manager.
- (f) Megaphones shall not be permitted within 1,000 feet of any City-owned or -controlled polling place location during any voting period.
- (g) All electioneering shall be limited to the Designated Areas for Electioneering and comply with applicable local, state, and federal election laws.
- (h) The following regulations, adopted for the health, safety, and welfare of the City's residents, shall apply to any person who engages in electioneering outside of the Prohibited Area during any voting period:
 - (1) It shall be unlawful to damage, cut, carve, mark, remove, transplant, break, pick, or in any way injure, damage, destroy,

or deface any real property improvements, personal property, equipment, irrigation systems, plants, planters, or turf within or upon any City property in which a polling place is located. For the purpose of this section, plants shall be defined to include any vegetation, shrubs, bushes, trees, vines, hedges, grasses, or flowers.

- (2) It shall be unlawful to post or place a political sign within 15 feet from the curb of any City fire station driveway so that it obstructs sight lines as trucks and other vehicles pull in and out of the station. The Fire Chief or his/her designee may require that a political sign be relocated if it is determined that such sign hinders normal Fire Department operations.
- (3) It shall be unlawful for any person to engage in electioneering on a voting day on any driveway of a City-owned or -controlled polling place location or in any area that the Fire Chief or his/her designee determines is unsafe for electioneering or interferes with patrons or City employees and staff who use the areas other than for election purposes.
- (4) It shall be unlawful for any person to post or place a political sign on or to any building, tree, shrub, pole, or other improvement on City-owned or -controlled property.
- (5) It shall be unlawful to obstruct firefighting or police activities on City-owned or -controlled property.
- (6) It shall be unlawful to overload the public's capacity to receive information or to increase the probability of traffic congestion and accidents by distracting attention or obstructing vision due to the posting of political signs.
- (7) It shall be unlawful to create a nuisance to persons on City-owned or -controlled property in which a polling place is located or to persons using adjacent public rights-of-way.
- (8) It shall be unlawful to place or post political signs in public easements or rights-of-way.
- (9) The regulations set forth in this section shall not apply to any City-authorized signs, literature, materials, or other messages on City-owned or -controlled property.

Sec. 38-74. Penalty.

- (a) Any person who violates any provision or term of this article shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of \$500.00 for each offense, and each and every day such violation occurs or continues shall be deemed to constitute a separate offense. Allegation and evidence of a culpable mental state is not required for proof of any offense defined by this article.
- (b) In addition to the imposition of any criminal penalty, the City, without prior notification, may remove or dispose of any political sign, in its entirety, which is located or placed in violation of this Ordinance."

Section 3. The Code of Ordinances of the City of McKinney, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

- Section 4. Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.
- Section 5. It is the intention of the City Council that each phrase, clause, sentence, paragraph and section of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or void by any court of competent jurisdiction, such determination shall not affect any remaining phrase, clause, sentence, paragraph or section, since the same would have been enacted by the City Council without incorporating into this Ordinance such unconstitutional or void phrase, clause, sentence, paragraph or section.
- Section 6. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney following the City Council's adoption hereof as provided by law.
- Section 7. This Ordinance shall become effective immediately from and after the date of its final passage and publication as provided by law, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
McKINNEY, TEXAS, ON THE 17th DAY OF OCTOBER, 2017.**

CITY OF McKINNEY, TEXAS



GEORGE C. FULLER
Mayor

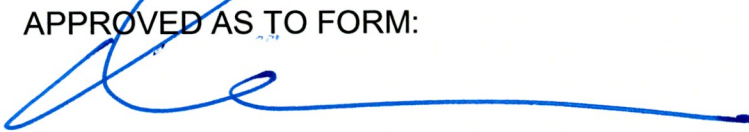
CORRECTLY ENROLLED:



SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

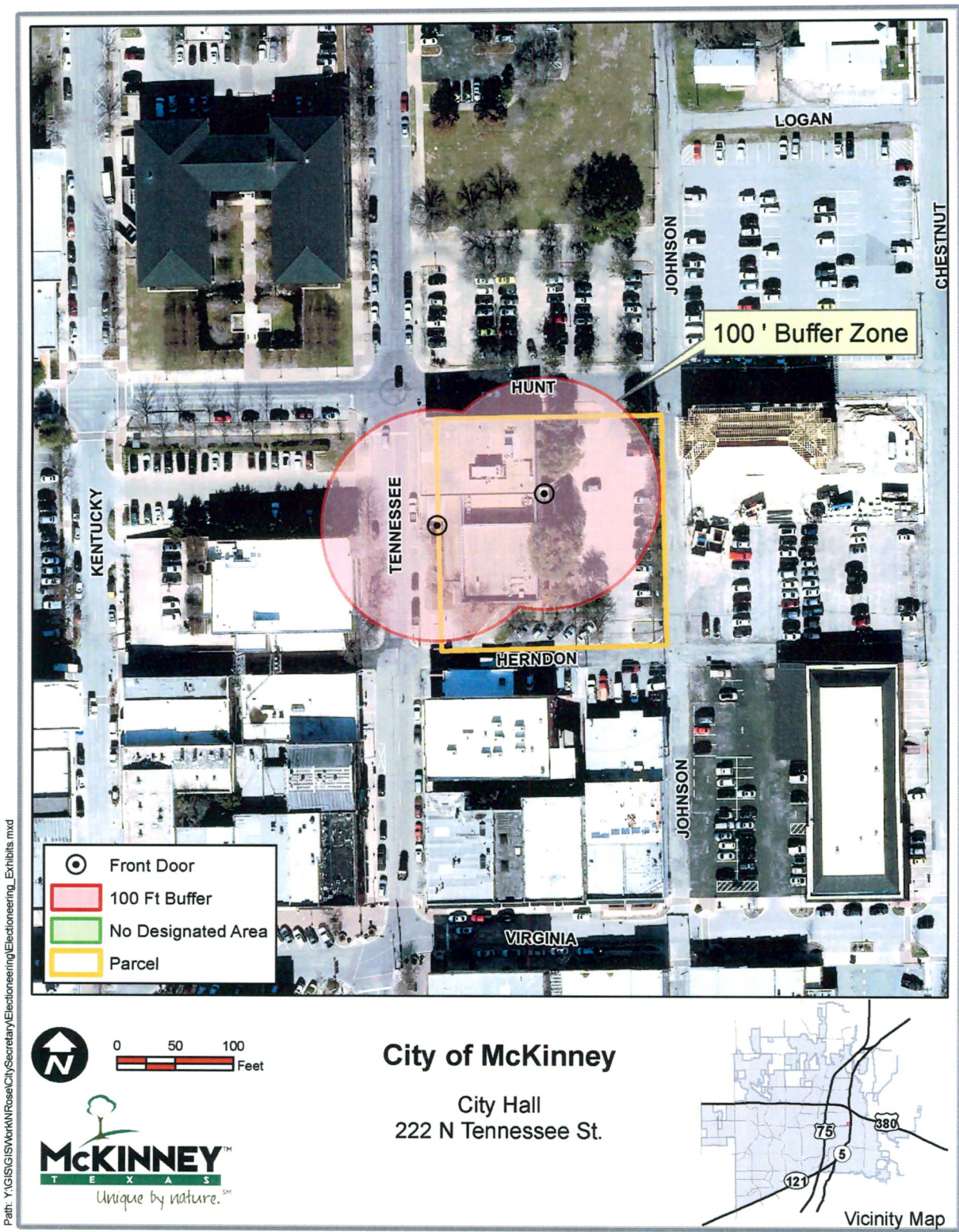
DATE: October 17, 2017

APPROVED AS TO FORM:

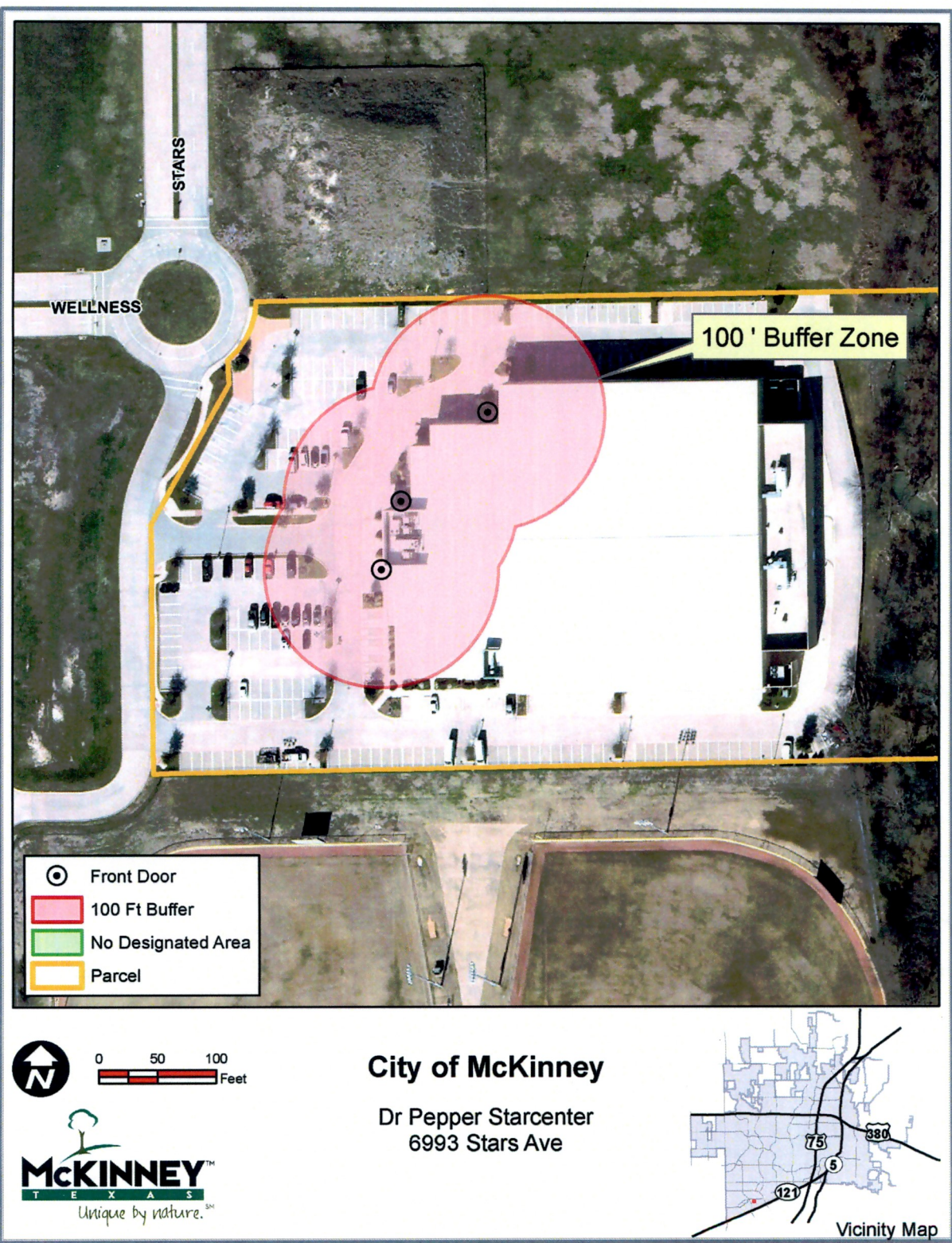


MARK S. HOUSER
City Attorney

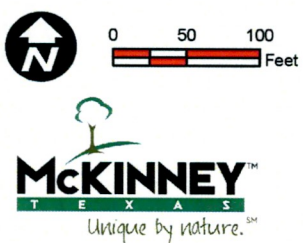
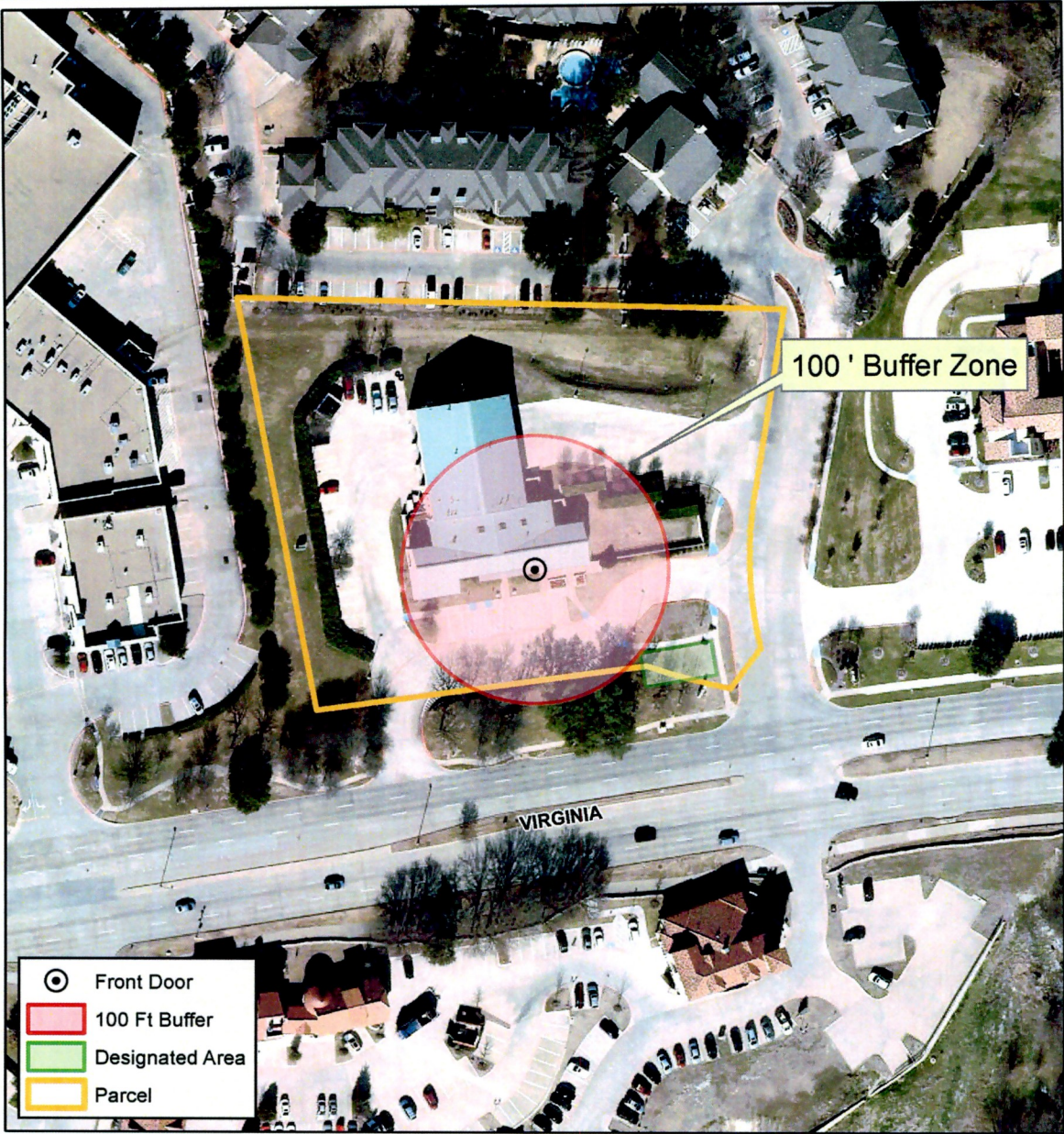
EXHIBIT A



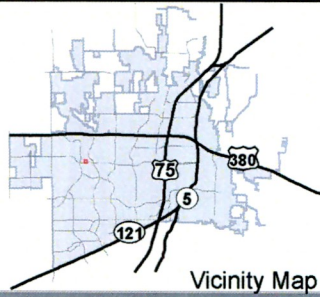
Path: Y:\GIS\GISWork\Rose\CitySecretary\Electioneering\Electioneering_ Exhibits.mxd



Path: Y:\GIS\GISWork\Rose\CitySecretary\Electroneering\Exhibits.mxd

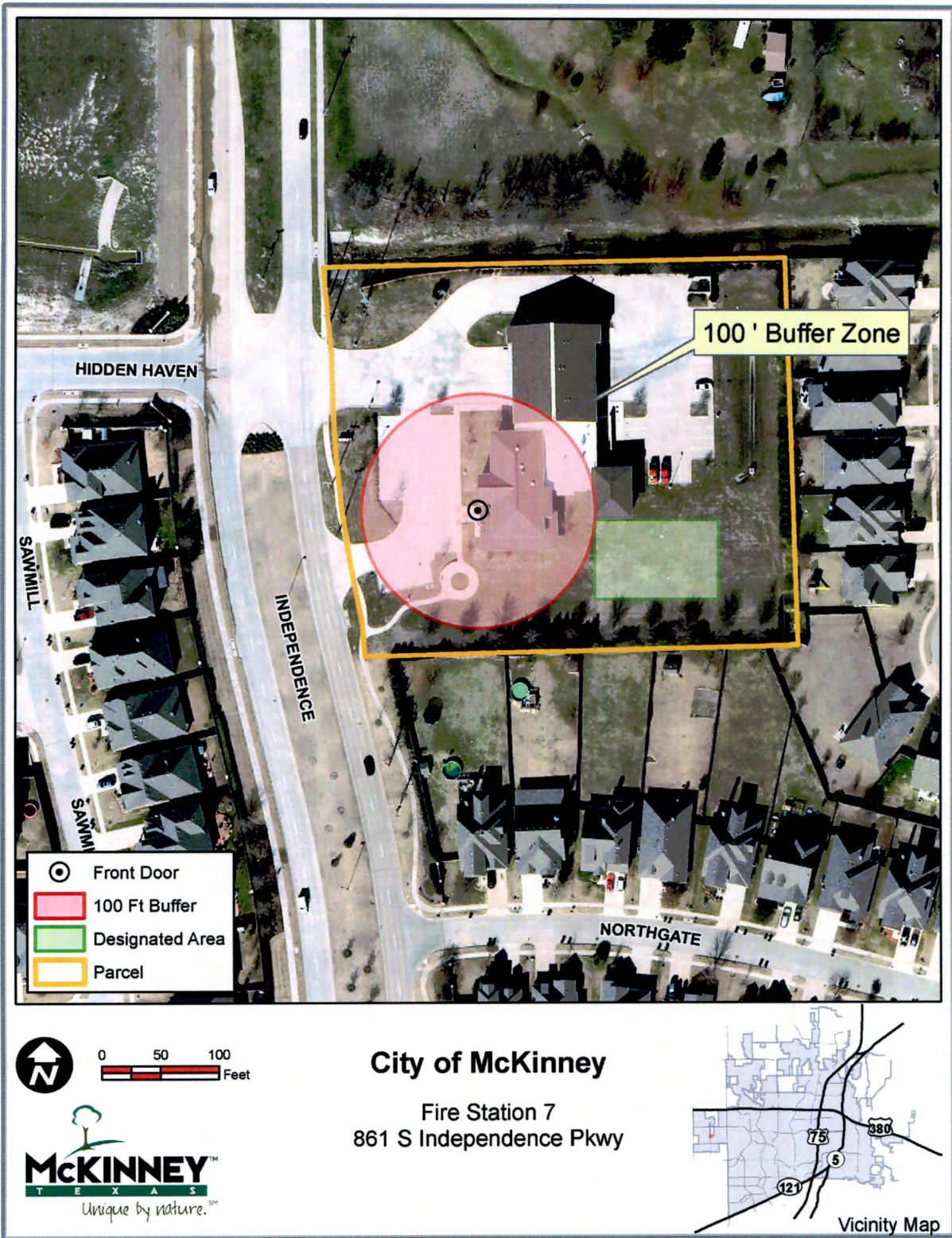


City of McKinney
Fire Station 5
6600 Virginia Pkwy



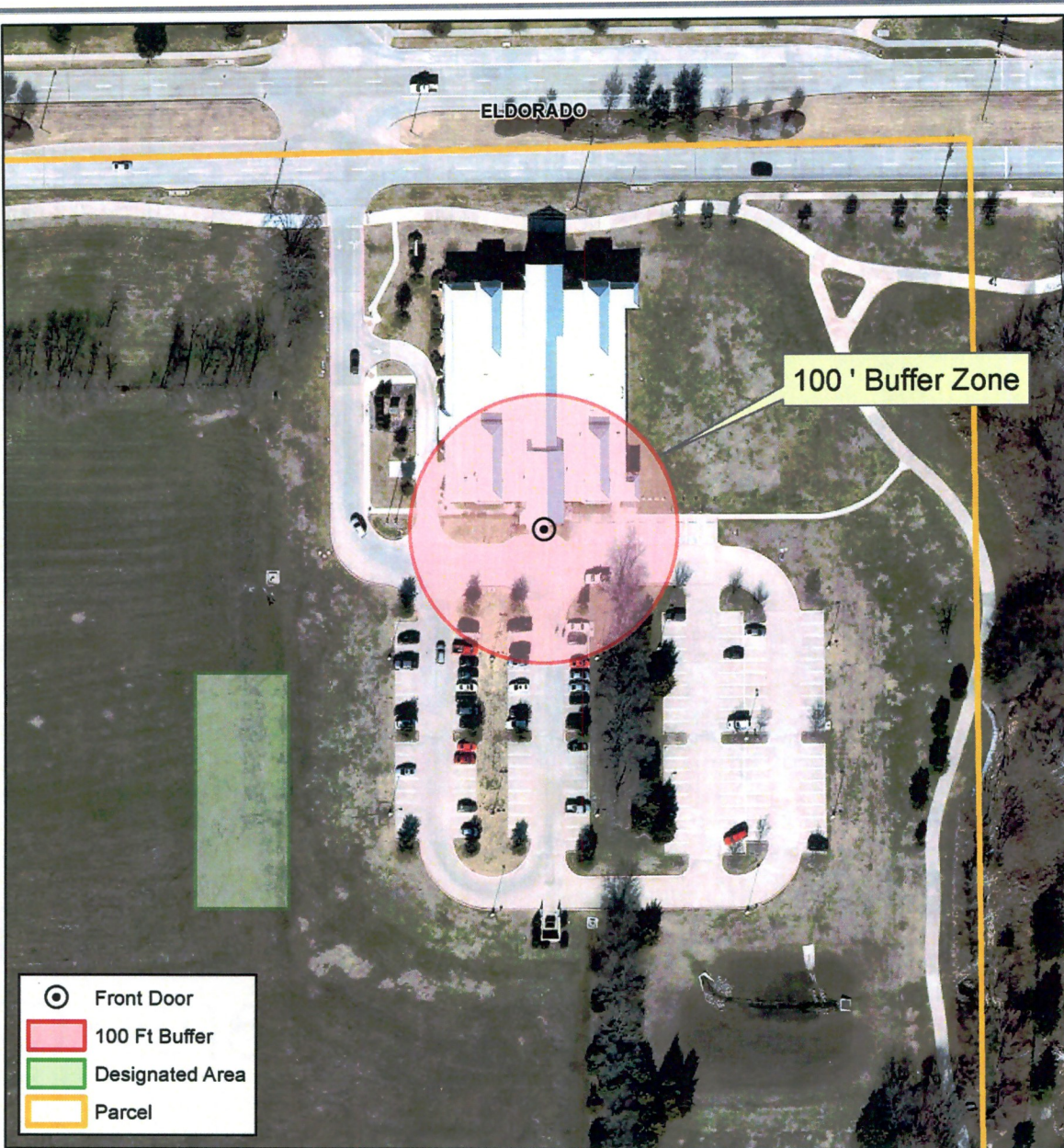
DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

Path: Y:\GIS\GISWork\NRose\CitySecretary\Electroneering\Exhibits.mxd



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

Path: Y:\GIS\GISWork\RoseCitySecretary\Electroneering\Exhibits.mxd





0

50

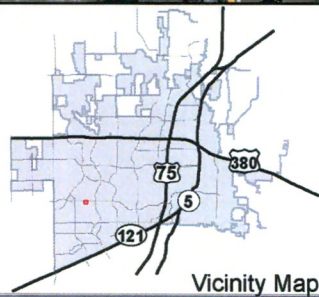
100

Feet



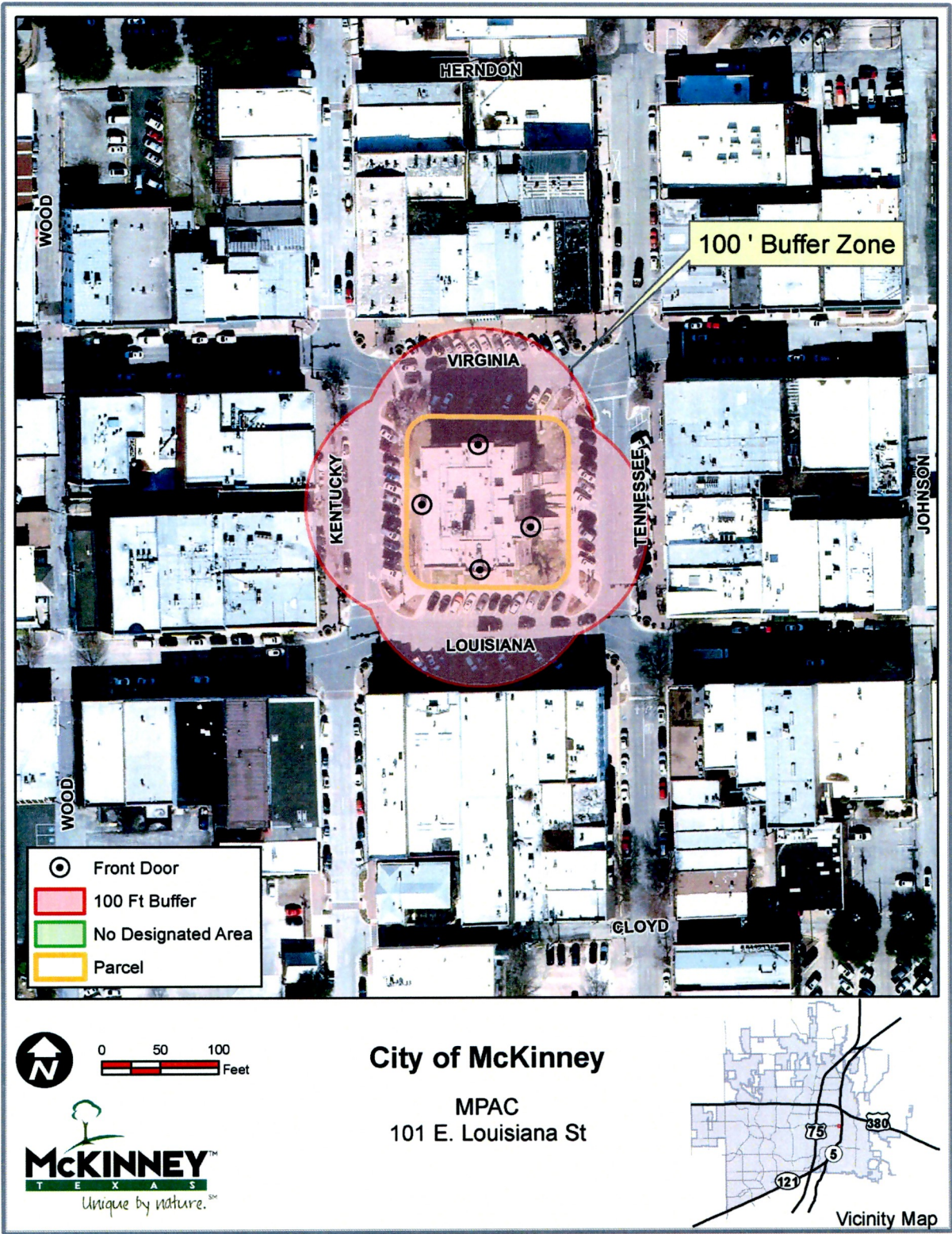
McKINNEY
T E X A S
Unique by nature.™

City of McKinney
John & Judy Gay Library
6861 W. Eldorado Pkwy



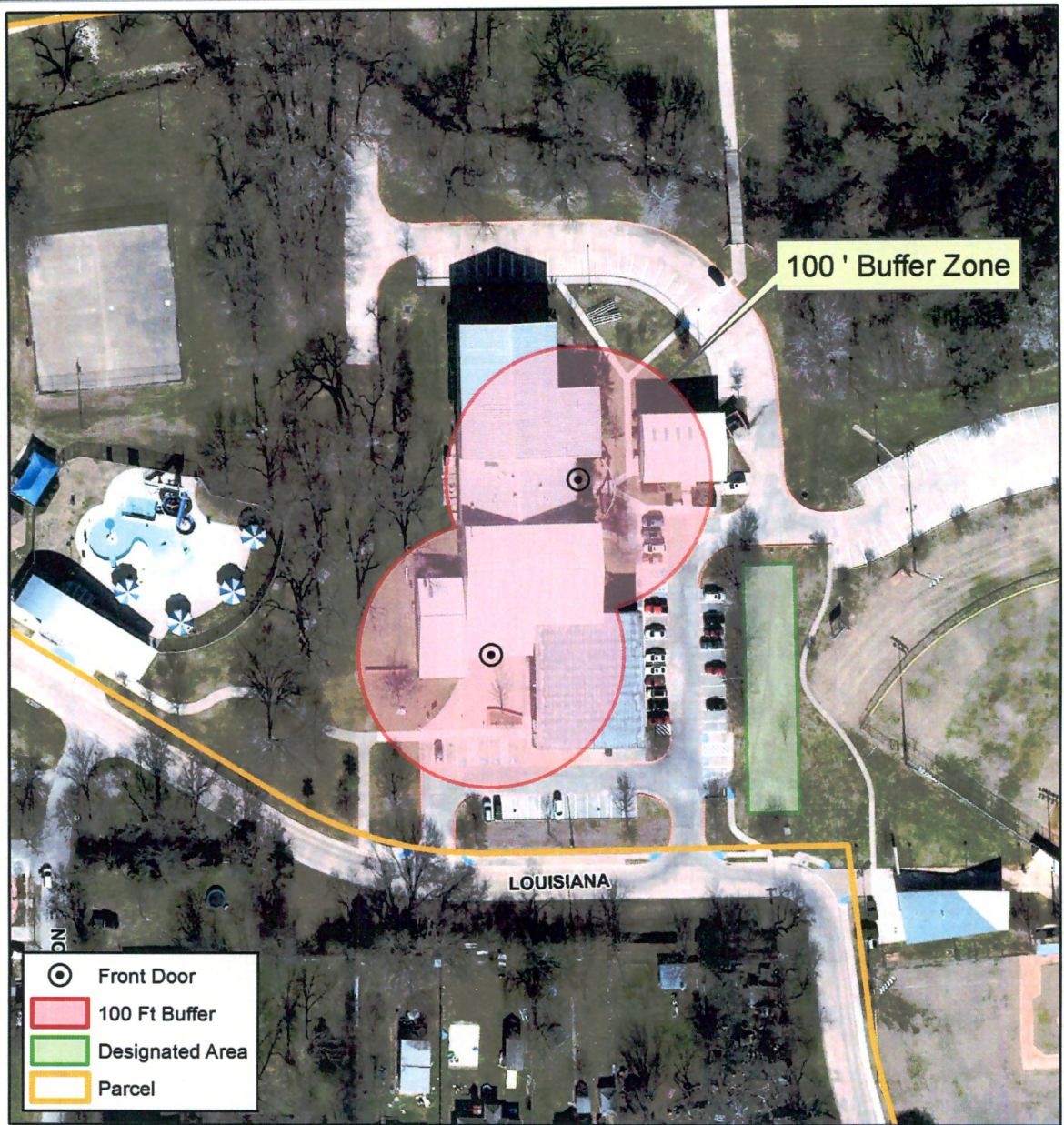
DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

Path: Y:\GIS\GISWork\Rose\CitySecretary\Electioneering\Exhibits.mxd



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

Path: Y:\GIS\GIS\Work\Rose\City\Secretary\Electroneering\Exhibits.mxd

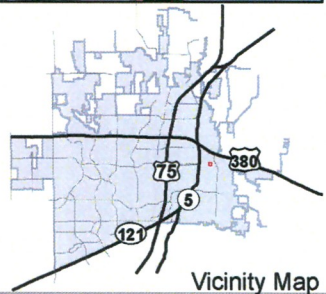


0 50 100 Feet



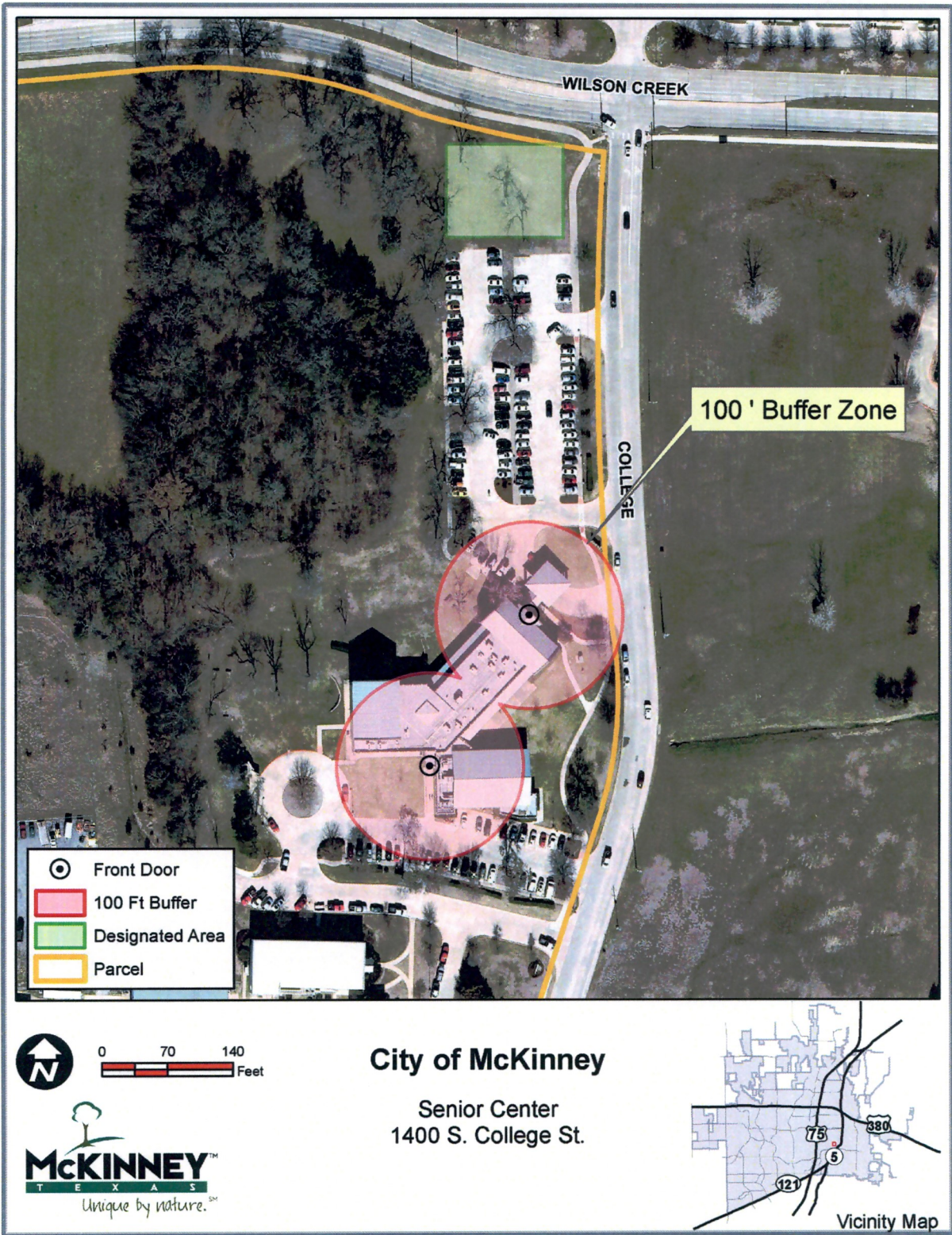
City of McKinney

Old Settler's Recreation Center
2101 E. Louisiana St

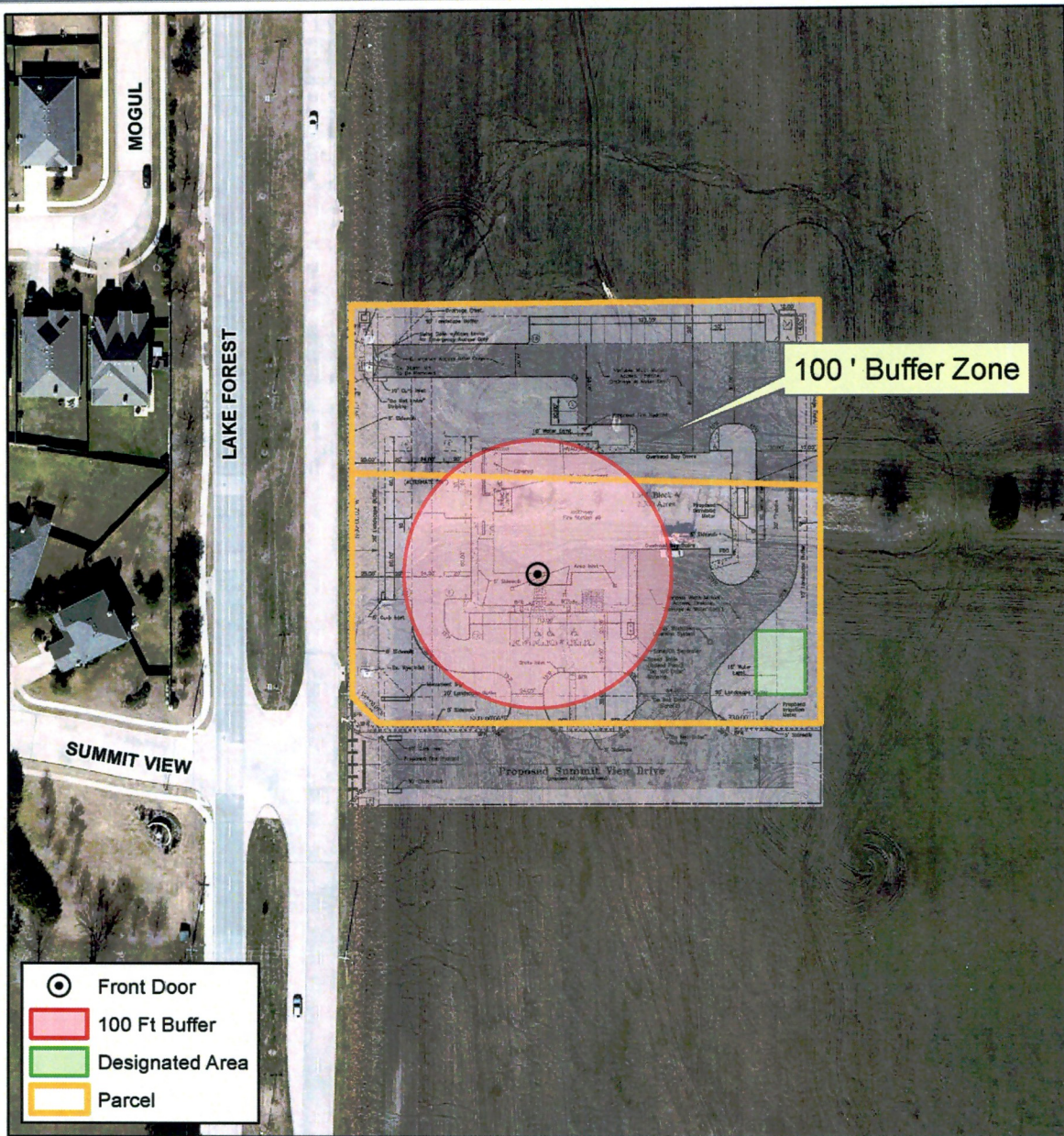


DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

Path: Y:\GIS\GIS\Work\Rose\City\Secretary\Electroneering\Exhibits.mxd



Path: Y:\GIS\GIS\Work\Rose\CitySecretary\Electroneering\Exhibits.mxd

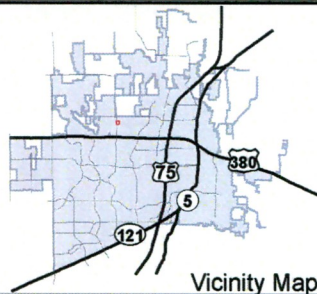


0 50 100 Feet



City of McKinney

Fire Station 9
4900 Summit View



Vicinity Map

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

ORDINANCE NO. 1662-3-14

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 78 *SIGNS*, OF THE CODE OF ORDINANCES, CITY OF NACOGDOCHES, BY PROVIDING THAT CERTAIN POLITICAL SIGNS USED FOR ELECTIONEERING SHALL BE GOVERNED BY THE CODE OF ORDINANCES, CITY OF NACOGDOCHES, BY ADDING DEFINITIONS TO SECTION 78-1 DEFINITIONS, BY ADOPTING REGULATIONS CONCERNING THE TIME, PLACE AND MANNER OF ELECTIONEERING ON CITY-OWNED PROPERTY USED AS A POLLING PLACE; AMENDING CHAPTER 78, SECTION 78-77 "SIGNS NOT REQUIRING PERMITS" OF THE CODE OF ORDINANCES AND AMENDING CHAPTER 34, "ENVIRONMENT", ARTICLE V., NOISE AND VIBRATIONS, SECTION 34-152(3), CITY OF NACOGDOCHES, SETTING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Nacogdoches, Texas, deems it in the best interest of the health, safety, and welfare of the citizens of the City to regulate signs, including signs that may be placed on City-owned property; and

WHEREAS, the Texas Legislature recently enacted House Bill 259 which provides that a public entity that owns or controls a City-owned building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises, outside of the 100 foot prohibited electioneering area prescribed by sections 61.003 and 85.036 of the Texas Election Code; and

WHEREAS, the new law does permit the City to enact reasonable regulations concerning the time, place, and manner of electioneering on the City-owned building's premises, outside of the 100 foot prohibited electioneering area prescribed by sections 61.003 and 85.036 of the Texas Election Code; and

WHEREAS, the City has reviewed the new law and its existing sign regulations and has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to adopt reasonable regulations to continue to regulate electioneering and/or political signs that may be placed on certain areas of particular City-owned property used as a polling place; and

WHEREAS, the City finds that the amendments to the Code of Ordinances herein are necessary to regulate signs and/or electioneering on City-owned property, including the regulation of signs that may be placed on City-owned property, and the following regulations are reasonable as to time, manner, and place; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Chapter 78, *Signs*, of the Code of Ordinances of the City of Nacogdoches, Texas, is amended to read as follows:

Chapter 78 – SIGNS

ARTICLE 1. IN GENERAL

Sec. 78-1- Definitions.

Electioneering as defined in Section 85.036 of the Texas Election Code.

City-owned property means property owned or controlled by the City of Nacogdoches, Texas.

Early voting period as defined in Section 85.001 of the Texas Election Code.

Prohibited Area is the area within which Texas Election Code Section 85.036(a) prohibits electioneering during the time an early voting or voting place is open for the conduct of early voting or voting.

Sec. 78-4 – Signs Prohibited

(8) Signs in public Rights of Way

(c) Signs permitted under Section 78-77 (23) are not prohibited by this Section.

ARTICLE IV. PERMITS

Sec. 78-77 Signs not requiring permits

(a) No permit shall be required under this chapter for on-premises signs with the following descriptions; any sign listed in this section shall be erected and maintained in a safe condition in conformance with all other requirements of this chapter and the building code and electrical code in Chapter 14.

(23)(a) During the early voting period through the end of the following election day, a maximum of two (2) temporary political signs for each candidate, measure, or political party may be placed within the designated electioneering area of the early voting or voting polling place building's premises which is also outside the prohibited area. The designated electioneering area is the portion of the center

grassy strip west of the C. L. Simon Recreation Center and the Judy B. McDonald Public Library containing the flag poles and monument and located outside the prohibited area. Such two (2) signs shall each have a maximum area of four square feet but may contain the same message on both sides. Such signs must be placed in the designated electioneering area in a manner so as not to block or obscure other political signs. Such signs shall only be allowed from 7:00 A.M. on the beginning of the early voting period until 7:00 P.M. on Election Day at which time the signs shall be removed by the person or organization placing them. If early voting is not held at this location, such signs shall only be allowed from 7:00 AM to 7:00 PM on Election Day.

- (b) Any unauthorized persons removing political signs otherwise permitted by this section shall be guilty of a misdemeanor and subject to a fine as provided in Section 1-14 of this code.
 - (c) Failure to remove permitted signs in accordance with the section is a violation of this ordinance subject to a fine as provided in Section 1-14 of this code.
 - (e) No tent, canopy, structure, or similar item encumbering or encroaching on City-owned property including the designated electioneering area is allowed.
 - (f) Any signs on City-owned property not permitted may be removed by the City. Any political signs installed prior to the authorized time, placed in a location other than the designated location delineated, or not removed within the time prescribed herein, may be removed by city personnel and discarded or destroyed.
 - (g) The provisions of this subsection shall not apply to notices posted by order of the court or notices to the public as required by law to be posted in a public place.
 - (h) Motor vehicles or trailers displaying any political signs or literature is strictly prohibited on City-owned property within the prohibited area as defined by this ordinance; and no person is authorized to park a motor vehicle or trailer displaying any political signs or literature on City-owned property outside of the prohibited area for longer than 30 minutes.
 - (i) 78-96(4) Signs permitted in all districts.
- (4) Signs containing primarily a political message may be placed on private property only with the permission of the property owner, and outside of the public right-of-way. Such signs may not:
- (a) have an effective area greater than 36 square feet;
 - (b) be more than eight feet high;
 - (c) be illuminated; or
 - (d) have any moving elements.

Section 3: AND FURTHER that Chapter 34 "Environment", Article V. Noise and Vibrations Section 34-152(3) be amended as follows regarding use of loudspeakers:

Article V. Noise and Vibrations

Section 34-152. Violations.

Section 34-152(3). – *Loudspeakers, amplifiers for advertising, use as political advertising.* The use, operation or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for commercial or political purposes or on city-owned property used as a polling place if used for the purpose of making a political speech or electioneering for or against any candidate, measure or political party. A person operates a vehicle with a loudspeaker if the person drives the vehicle, uses the loudspeaker, or operates sound equipment in connection with the loud speaker, as described in Texas Election Code Section 61.004.

Section 3. Penalty. Any person who shall willfully, intentionally, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

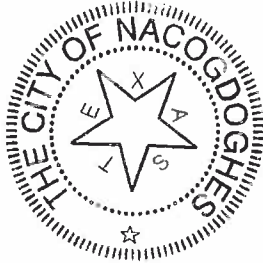
Section 4. Severability: If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date: This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

Section 6. Proper Notice & Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 7. Official Public Records: The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches

PASSED AND APPROVED, this the 4th day of March, 2014, by a vote of 4 (ayes) to 0 (nays) of the City Council of the City of Nacogdoches.



ATTEST:

Lila Fuller
Lila Fuller, City Secretary

CITY OF NACOGDOCHES

By: Roger Van Horn
Roger Van Horn, Mayor

APPROVED AS TO CONTENT:

Rob Atherton
Rob Atherton, City Attorney

Larissa Philpot
Larissa Philpot, City Planner

Electioneering Location
November 13, 2013 Election
Nacogdoches, Texas

**C.L. Simon
Recreation Center**
1112 North St.

100'

Legend

-  Signage Permitted
-  Signage Prohibited
-  Buildings
-  Pavement



1 inch = 50 feet

0 25 50 100 Feet



ARTICLE XIII. - ELECTIONEERING AT POLLING LOCATIONS

Sec. 13-190. - Purpose.

The purpose of this article is to provide reasonable regulations for electioneering on city-owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

(Ord. No. 4036, § 4, 12-9-13)

Sec. 13-191. - Definitions.

The following words and phrases as used in this article shall have the meanings as set forth in this section:

Electioneering shall mean the posting, use, or distribution of political signs or literature.

Voting period shall mean the period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later on election day and early voting days.

(Ord. No. 4036, § 4, 12-9-13)

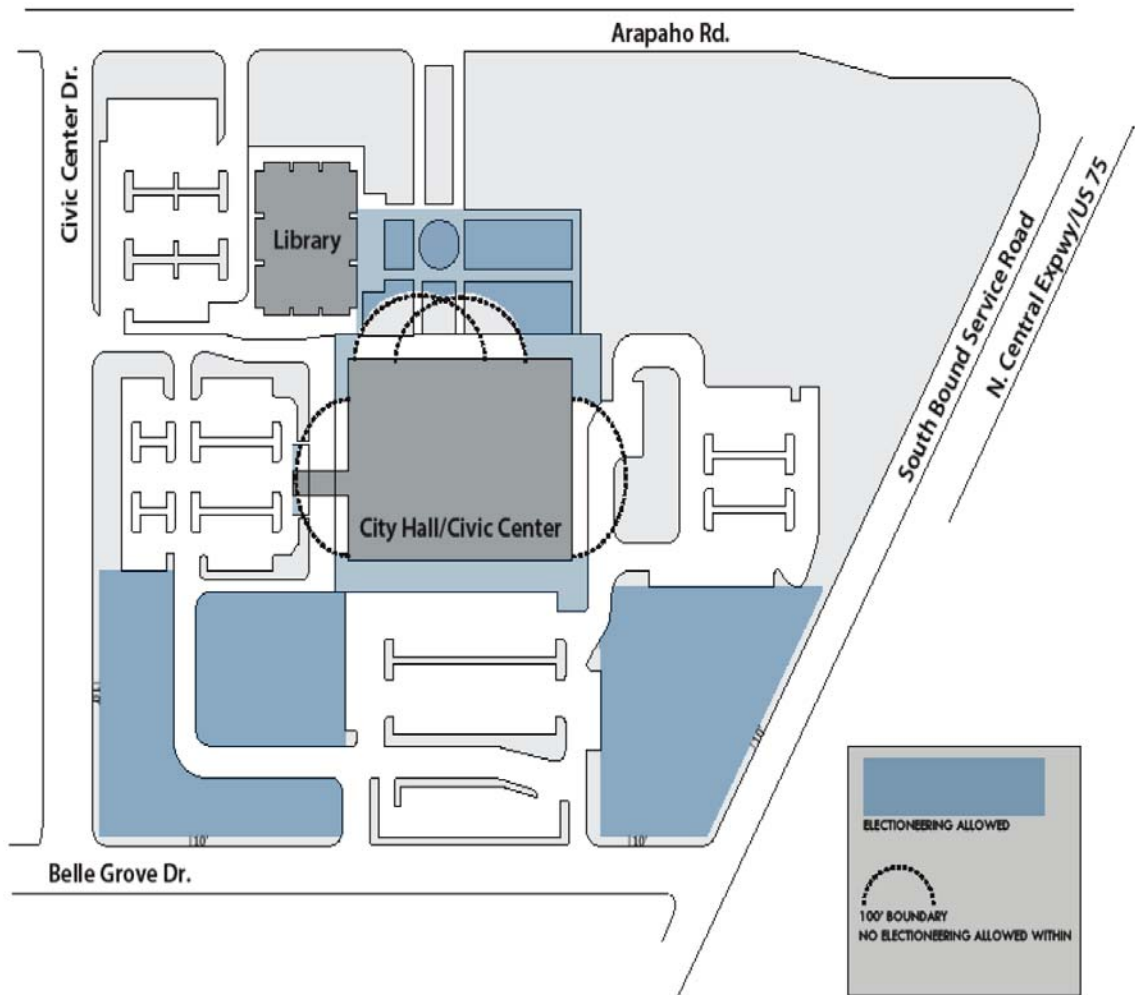
Sec. 13-192. - Regulations and exceptions.

(a) The following regulations apply to electioneering on the premises of public property during the voting period:

- (1) It is an offense for any person to leave any electioneering sign or literature on public property that is used as a polling place other than during the voting period and for 30 minutes before and after the voting period.
- (2) It is an offense for any person to engage in electioneering on driveways, parking areas, on medians within parking areas, or driveways on the premises of a polling location. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location.
- (3)

It is an offense for any person to attach, place or otherwise affix or erect any electioneering sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement on public property used as a polling location.

- (4) It is an offense for any person to place any electioneering sign or literature within ten feet of the public roadway adjacent to the public property where a polling location is located.
- (5) It is an offense for any person to place an electioneering sign on the premises that exceeds 36 square feet and is more than eight feet in height, including any supporting poles, or to utilize any stake more than ten inches long or one foot in diameter.
- (6) It is an offense for any person to post, use or distribute political signs or literature in any area of the premises of the City Hall/Civic Center except those areas in which electioneering is allowed in the diagram below.



- (7) In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the entity in control of the public property.
 - (8) The authority to conduct electioneering on public property under this article is limited to the property on the premises where the voting is conducted and only for the voting period.
- (b) The regulations set forth in subsection (a) above, shall not apply to any City of Richardson authorized signs, materials or other messages on its property.

(Ord. No. 4036, § 4, 12-9-13)

Secs. 13-193—13-215. - Reserved.



MEMO

TO: Candidates for 2017 City of Allen General Election

FROM: Shelley B. George, City Secretary 

SUBJECT: Electioneering at the City of Allen Municipal Court and Parks and Recreation Building

DATE: January 6, 2017

The Allen City Council adopted Ordinance No. 3198-1-14 to provide reasonable regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. Electioneering is defined as the posting, use, or distribution of political signs or literature.

This year, the Allen Municipal Court and Parks and Recreation Building (MCPAR) located at 301 Century Parkway, Allen, Texas, will be used for Early Voting and Election Day. While the complete ordinance is attached for your reference, please note the following:

- Political signage may be placed at MCPAR beginning seventy-two (72) hours before Early Voting begins and must be removed no later than seventy-two (72) hours after voting closes on Election Day.
- Political signage is allowed in the grass but is prohibited in the landscaped areas including areas with woodchips.
- Political signage or the distribution of literature is prohibited within ten (10) feet of Century Parkway and McDermott adjacent to MCPAR.
- Any political signs placed in violation of the ordinance will be removed.
- Electioneering on public property is limited to the property on the premises where the voting is conducted and only for the voting period.

Attachment: Ordinance No. 3198-1-14

ORDINANCE NO. 3198-1-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, TO ADD ARTICLE V, ELECTIONEERING AT POLLING LOCATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 14, 2013, the Texas Legislature passed House Bill 259, amending the Texas Election Code to require a public entity that controls or owns a building used as a polling place, to allow electioneering on the premises subject to reasonable regulations; and

WHEREAS, according to this new law, "electioneering" includes the posting, use, or distribution of political signs or literature; and

WHEREAS, the polling places in the City include facilities that are simultaneously used for various other purposes and for which adequate and safe parking and access thereto must be maintained in order for those facilities to operate in a safe and effective manner; and

WHEREAS, electioneering includes posting of signs and, in order to further the general health, safety and welfare of the community, electioneering signs and literature should not be present outside of the time for voting except for a limited period to erect and remove the signs, and not be attached to improvements and landscaping; and

WHEREAS, the City Council further finds that the size of electioneering signs shall be limited and they should be set back from the public roadway in order to further traffic safety and remove visual clutter; and

WHEREAS, current City of Allen regulations prohibit signs, including political signs, on public property, therefore, those regulations must be amended to comply with the new law; and

WHEREAS, the City Council deems it is in the best interest of the citizens of the City of Allen that additional regulations be adopted to address concerns that may result from electioneering on public property, including damage to property, traffic safety concerns, and blight; and

WHEREAS, the City Council finds that the adoption of regulations is needed and that they further the public health, safety and welfare of the community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Code of Ordinances of the City of Allen, Texas, be, and the same is hereby amended by adding new Article V, Electioneering at Polling Locations, to Chapter 10, Offenses - Miscellaneous, to read as follows:

“ARTICLE V. ELECTIONEERING AT POLLING LOCATIONS

Sec. 10-50. Purpose.

The purpose of this Article is to provide reasonable regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

Sec. 10-51. Definitions.

The following words and phrases as used in this article shall have the meanings as set forth in this section:

Electioneering shall mean the posting, use, or distribution of political signs or literature.

Voting period shall mean the period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later on election day and early voting days. The period for a runoff election shall be considered to be a separate voting period.

Sec. 10-52. Regulations and exceptions.

- (a) Notwithstanding the provisions of the Allen Land Development Code, the following regulations apply to electioneering on the premises of public property during the voting period.
 - (1) It is an offense for any person to leave any electioneering sign or literature on public property that is used as a polling place other than during the voting period and for seventy-two (72) hours before and after the voting period.
 - (2) It is an offense for any person to engage in electioneering on driveways, parking areas, on medians within parking areas, or driveways on the premises of a polling location. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location.
 - (3) It is an offense for any person to attach, place or otherwise affix or erect any electioneering sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement on public property used as a polling location.
 - (4) It is an offense for any person to place any electioneering sign or literature within ten (10) feet of the public road way adjacent to the public property where a polling location is located.

- (5) It is an offense for any person to place an electioneering sign on the premises of a polling location that exceeds thirty-six square feet and is more than eight feet in height.
 - (6) In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the entity in control of the public property.
 - (7) The authority to conduct electioneering on public property under this Article is limited to the property on the premises where the voting is conducted and only for the voting period.
- (b) The regulations set forth in (a) above shall not apply to any City of Allen authorized signs, materials or other messages on its property."

SECTION 2. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 3. All ordinances of the City of Allen, Collin County, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 5. This Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide and it is, accordingly, so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF JANUARY, 2014.

APPROVED:



Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:



Peter G. Smith, CITY ATTORNEY
(PGS:1-7-14-TM 63848)



Shelley B. George, TRMC, CITY SECRETARY

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING SECTION 70-26 (SIGN SPECIFICATIONS, DESIGN AND OTHER REQUIREMENTS) OF CHAPTER 70 (SIGNS) OF PART II OF THE FRISCO CODE OF ORDINANCES AND ADOPTING A NEW ARTICLE IX (ELECTIONEERING AT POLLING LOCATIONS) OF CHAPTER 54 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF PART II OF THE FRISCO CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, Section 85.036 of the Texas Election Code provides that an entity that owns or controls a public building being used as a polling place may enact reasonable regulations concerning the time, place and manner of electioneering; and

WHEREAS, Section 85.036(f)(2) of the Texas Election Code defines “electioneering” to include the posting, use, or distribution of political signs or literature; and

WHEREAS, polling places owned or controlled by the City of Frisco, Texas (“Frisco”) include public facilities that are simultaneously used for various other purposes and for which adequate and safe parking and access thereto must be maintained for those facilities to operate in a safe and effective manner; and

WHEREAS, the Frisco City Council (“City Council”) has investigated and determined that in order to further the general health, safety and welfare of the community, electioneering signs and literature should not be present outside of the time for voting except for a limited period to erect and remove the signs and should not be attached to improvements and landscaping; and

WHEREAS, the City Council further finds that the size of electioneering signs should be limited and set back from the public roadways in order to further traffic safety and remove visual clutter; and

WHEREAS, current Frisco regulations prohibit signs, including political signs, on or over public property, so those regulations must be amended to comply with Section 85.036 of the Texas Election Code; and

WHEREAS, the City Council deems it is in the best interest of the citizens of Frisco that the current sign regulations be amended and additional regulations be adopted to address public health, safety and welfare concerns that may result from electioneering on public property, including damage to property, traffic safety, and blight; and

WHEREAS, the City Council finds that in order to most effectively make the necessary additions, deletions and amendments, it is in the best interest of the citizens of Frisco to amend Section 70-26 (Sign Specifications, Design and Other Requirements) of Chapter 70 (Signs) of

Part II of the Frisco Code of Ordinances, and to adopt a new Article IX (Electioneering at Polling Locations) of Chapter 54 (Offenses and Miscellaneous Provisions) of Part II of the Code of Ordinances, as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Section 70-26 (Sign Specifications, Design and Other Requirements) of Chapter 70 (Signs) of Part II of the Code of Ordinances. Section 70-26 (Sign Specifications, Design and Other Requirements) of Chapter 70 (Signs) of Part II of the Code of Ordinances is hereby amended as follows:

“Sec. 70-26. Sign Specifications, Design and Other Requirements.

...

(c) *Signs posted in specified areas.* Unless otherwise permitted within this chapter, no person shall post or cause to be posted, attach or maintain any sign upon:

(1) Any city-owned property or right-of-way without written permission of the city manager or his/her designated representative, except as allowed by Chapter 54, Article IX.

...”

SECTION 3: Adoption of new Article IX (Electioneering at Polling Locations) of Chapter 54 (Offenses and Miscellaneous Provisions) of Part II of the Code of Ordinances. Article IX (Electioneering at Polling Locations) of Chapter 54 (Offenses and Miscellaneous Provisions) of Part II of the Code of Ordinances is hereby adopted as follows:

“ARTICLE IX. ELECTIONEERING AT POLLING LOCATIONS

Sec. 54-202. Purpose.

The purpose of this article is to provide reasonable regulations for electioneering on City-owned or -controlled property when such property is used as an election polling place. The regulations contained herein are intended to mitigate safety risks, prevent damage to public property and ensure that the public property is sufficiently available for its patrons and City employees and staff who use the facilities other than for election purposes.

Sec. 54-203. Definitions.

The following words and phrases used in this Article shall have the meanings as set forth in this section:

Electioneering shall mean the posting, use, or distribution of political signs or literature, including the use of tents, chairs, booths, tables or other furniture or devices to post, use or distribute political signs or literature.

Voting period shall mean the period beginning the hour the polls open for early voting and ending when the polls close or the last voter has voted on election day, whichever is later.

Sec. 54-204. Regulations and Exceptions.

- (a) The following regulations apply to electioneering on the premises of City-owned or -controlled property during the voting period.
- (1) It is an offense for any person to leave any electioneering sign or literature on City-owned or -controlled property that is used as a polling place other than during the period beginning on 6:00 p.m. before the voting period begins and ending twenty-four (24) hours after the voting period ends.
 - (2) It is an offense for any person to engage in electioneering on driveways on the premises of a polling location or in such areas that the Fire Chief or his/her designee determines to be unsafe for electioneering or determines will interfere with patrons or City employees and staff who use the areas other than for election purposes.
 - (3) It is an offense for any person to attach, place or otherwise affix any electioneering sign, literature or material to any building, tree, shrub, pole or other improvement on City-owned or -controlled property used as a polling location.
 - (4) It is an offense for any person to place any electioneering sign on the premises that exceeds four (4) square feet and is more than four (4) feet in height, including any supporting poles.
 - (5) In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the City.
 - (6) The authority to conduct electioneering on City-owned or -controlled property under this Article X is limited to the property on the premises where the voting is conducted and only for the voting period.

- (b) The regulations set forth in subsection (a) above shall not apply to any City of Frisco-authorized signs, materials or other messages on City-owned or -controlled property.

Sec. 54-205 - 53-210 Reserved.”

SECTION 4: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

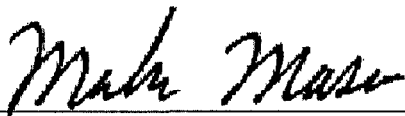
SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Penalty. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Five Hundred and 00/100 Dollars (\$500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

[The remainder of this page is intentionally left blank.]

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
FRISCO, TEXAS, on this 17th day of March, 2015.**

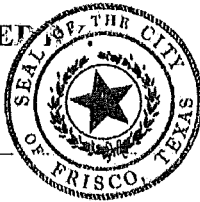


Maher Maso, Mayor

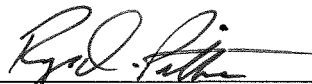
**ATTESTED TO AND
CORRECTLY RECORDED**



Jenny Page, City Secretary



APPROVED AS TO FORM:



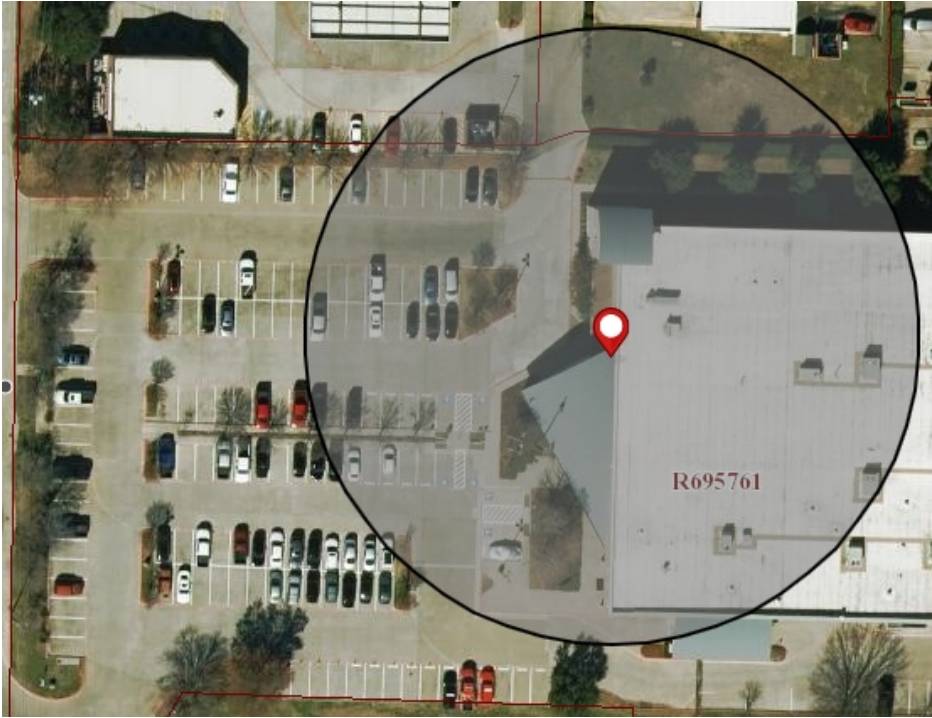
Abernathy Roeder Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

Dates of Publication: March 20 & 27, 2015, *Frisco Enterprise*

**ELECTIONEERING FREE ZONE OPTIONS (100', 150', 200')
FOR THE TOWN OF FLOWER MOUND POLICE/COURTS FACILITY
LOCATED AT 4150 KIRKPATRICK**



**100 FT BUFFER
(REQUIRED BY STATE LAW)**



150 FT BUFFER

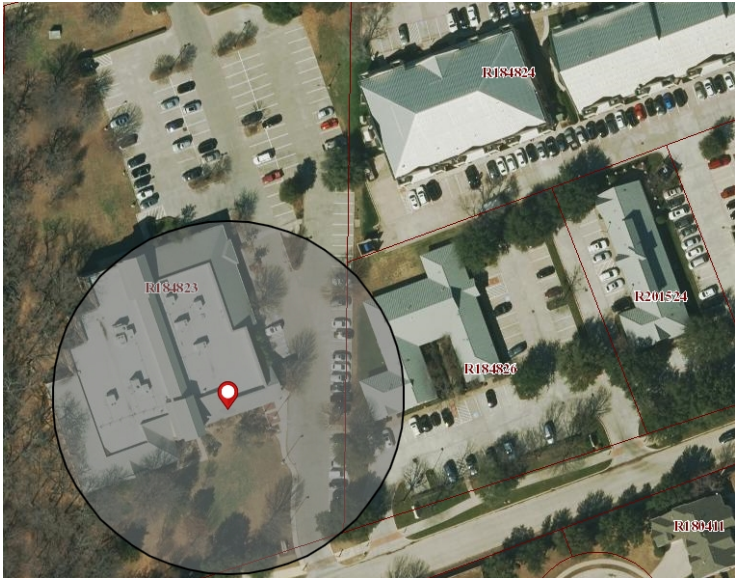


200 FT BUFFER

**ELECTIONEERING FREE ZONE OPTIONS (100', 150', 200')
FOR THE TOWN OF FLOWER MOUND LIBRARY FACILITY
LOCATED AT 3030 BROADMOOR LN**



**100 FT BUFFER
(REQUIRED BY STATE LAW)**



150 FT BUFFER



200 FT BUFFER



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: January 18, 2018

FROM: Andrea Roy, Director of Economic Development

ITEM: **Possible application of Tax Increment Financing or other tax incentive mechanisms for the Lakeside Business District area.**

There is no background information or attachments for this item, a power point will be shown and discussed during the meeting.



TOWN COUNCIL AGENDA ITEM NO. L(a)

BOARDS/COMMISSIONS

DATE: January 18, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider appointment of Chair to the Tax Increment Reinvestment Zone Number 1 (TIRZ # 1).

BACKGROUND INFORMATION: The structure and organization of the Tax Increment Reinvestment Zone Number 1 (TIRZ #1) board members is described by [Town Ordinance](#) and requires the Town Council to designate a voting member of the board to serve as chair for a period of one year beginning January 1st. The board shall elect from its members a vice chair and other officers as it sees fit.

The current voting members of the board that may be considered for the position of chair are:

Paul Stone*
Lori Fickling
Larry Lipscomb
Bill Collins
Bryan Webb

*Mr. Stone replaced Mr. Picardi's seat (previous Chair), given his appointment to the Planning and Zoning Commission. Prior to that time Mr. Picardi replaced Mr. Tasker (Chair), given his appointment to Municipal Judge.

Ex officio non-voting members of the board include the Mayor and Town Manager.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to designate _____ as Chair of the Tax Increment Reinvestment Zone Number 1 effective immediately and through December 31, 2018.

Town Council Future Agenda Items



SCHEDULED	1/25/2018	Work Session	Presentation and discussion regarding the Silveron development proposal (ZPD17-0013)
	2/5/2018	Consent	Consider approval of a Senior Center Banquet room rental policy
		Consent	Consider approval of a resolution confirming a relationship with JPMorgan Chase Bank; designating and appointing authorized agents; authorizing the Mayor to sign all accompanying agreements; providing for the operation of the Town's accounts with said Bank; and declaring an effective date.
		Consent	Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 8, 2018, for the offices of Mayor, Town Council Place 2, and Town Council Place 4; establishing procedures for those elections; and providing an effective date.
		Consent	Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 2499 12-Inch Water Line Phase 1 project, in the amount of \$151,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Brown Reynolds Watford Architects, to provide design services and construction documents associated with the Fire Station #7 project, in the amount of \$????; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 1, and Final Acceptance of the Landscaping for the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, increasing the contract amount by \$11,946.90, and authorization for final payment to Construction Rent-A-Fence, Inc., in the amount of \$36,323.25; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider a request for a Development Plan (DP18-0001 - Southgate, Northwest Tract) to amend the grading detail for a portion of Phase Two residential. The property is generally located north of Long Prairie Road and west of Gerault Road. (The Planning and Zoning Commission recommended by a vote of to at its January 22, 2018, meeting.)

SCHEDULED	2/5/2018	Regular	Public Hearing to consider a request for rezoning (ZPD18-0001 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing front and side yard setbacks for certain lots located within Village 5 and eliminating the approved setback modifications for Village 4B, and to consider adopting an ordinance providing for said amendment. The property is generally located north of F.M. 1171 between Interstate 35W and U.S. 377. (The Planning and Zoning Commission recommended by a vote of to at its January 22, 2018, meeting.) Public Hearing to consider a request for rezoning (ZPD18-0001 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing front and side yard setbacks for certain lots locted within Village 5 and eliminating the approved setback modifications for Village 4B. The property is generally located north of F.M. 1171 between Interstate 35W and U.S. 377. (The Planning and Zoning Commission recommended by a vote of to at its January 22, 2018, meeting.)
		Regular	Morriss/Gerault Improvements
2/19/2018	Consent	2015 Street Reconstruction (Canterbury Lane & Superior Place) Change Order No.1 & Final Acceptance	
	Consent	Fire Station #7 Geotechnical Study.	
	Consent	Consider approval of a Development Agreement with Jerry's Carwash II, Ltd. for the construction of Town infrastructure associated with the Jerry's Carwash commercial development; and authorization for the Mayor to execute same on behalf of the Town.	
	Consent	WWTP Rehabilitation Phase IV Solids Facility Part 2 Design Amendment No. 1	
	Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.	
	Consent	FM 2499 @ Ladeside North Right Turn Lane Design Award.	
	Consent	Bruton Elevated Storage Tank Change Order No. 1 and Final Acceptance	
	Consent	2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.	
3/5/2018	Consent	Lift Station Improvements and Desommissioning Phase I - Testing Award	
	Consent	Heritage Park Phase IV Construction Award.	
	Consent	Denton Creek Bridge and Water Line Design Award.	
	Consent	Lift Station Improvements and Decommissioning Phase I - Construction Award.	

SCHEDULED	3/5/2018	Consent	Silveron Thoroughfare Amendment.
		Consent	ADA - Changes to Chapters 2, 14, & 58
	3/19/2018	Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017
	4/2/2018	Consent	Heritage Park Phase IV Testing Award.
	4/16/2018	Consent	Lake Forest Boulevard Roadway Improvements and 12-Inch Water Line Construction Award.
		Consent	Lake Forest Boulevard Water Line Testing Award.
	5/8/2018	Consent	Heritage Park Phase III Change Order No.1 and Final Acceptance.