

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/19/2018

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. Proclamation for Parent Teacher Association (PTA) Founders Day.

E. PUBLIC PARTICIPATION

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

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

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Obtain feedback on the Thoroughfare Plan Amendment for Silveron
4. Receive direction about the Thoroughfare Plan Amendment for Morriss
5. Receive direction about the Roadway enhancement safety program
6. Receive direction regarding the Town's landscape requirements for commercial properties

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H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. Confirmation of Mayor/Town Council attendance at the next regularly scheduled meeting of Monday, March 5.

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 2/5-** Consider approval of the minutes from a regular meeting of the Town Council held on February 5, 2018.
2. **Independence Fest Fireworks agreement-** Consider approval of the award of Request for Proposal 2018-16 for the Annual Fireworks Display to Pyrotecnico, in the annual amount of \$27,500.
3. **Equipment purchase - camera equipment-** Consider approval of the purchase of an ARRI-ALEXA mini camera and accessories from Innocinema in the amount of \$56,137.03.
4. **Equipment purchase - Backhoe/Loaders-** Consider approval of the purchase of one (1) Case 580N 4WD T4 Final Extendahoe Backhoe/Loader for the Public Works Stormwater Department in the amount of \$61,700.00 and one (1) Case 590SN 4WD T4 Final Extendahoe Backhoe/Loader for the Public Works Utility Line Maintenance Department in the amount of \$82,470.00 from ASCO Associated Supply Co, Inc for a grand total amount of \$144,170.00.
5. **Equipment purchase - Armored Rescue Van-** Consider approval of the purchase of one (1) new Custom Armored Rescue Van for Police Services from Roshel Inc, the lowest responsible bidder in the amount of \$98,500.00.
6. **Equipment purchase - Pothole Patcher-** Consider approval of the purchase of one (1) 2019 Freightliner Chassis and Pro-Patch Pothole Patcher for the Public Works Street Services Department from Freightliner of Austin in the amount of \$150,470.00.
7. **Scofflaw (TxDMV)-** Consider approval of a resolution to enter into an Interlocal Agreement with the Texas Department of Motor Vehicles (TxDMV) for the continuation of the Scofflaw program, and authorization for the Mayor to execute same on behalf of the Town.
8. **Depository Resolution-** 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.
9. **CIP Amendment #3-** Consider approval of Amendment No. 3, to the Fiscal Year 2017-2018 Capital Improvement Program.
10. **Woodbine water line-** Consider approval of Change Order No. 1 for the construction of the Woodbine Street Reconstruction project, amending the contract with Tiseo Paving Company, to provide for additional substantial and final completion days, and an increase to the contract in the amount of \$392,015.03 to replace the water line; and authorization for the Mayor to execute the same on behalf of the Town.

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K. REGULAR ITEMS

11. **Public Hearing-ZPD-Lakeside Crossing-** Public Hearing to consider a request for rezoning (ZPD17-0019 - Lakeside Crossing) to amend Planned Development District No. 153 (PD-153) by modifying the minimum building setback for the Hotel and by adding conceptual elevations and development standards for the townhomes, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 12, 2018, meeting.)*
12. **Reapplication waiver (Serenity)-** Consider approval of a request (MISC17-0008) for a waiver to the one-year waiting period required after denial of a rezoning request by the Town Council in order to allow acceptance of a new zoning application for the same property, as outlined in Section 78-154, "Action by Town Council," of the Code of Ordinances. The property is generally located south of FM 1171 and west of High Road. *(The Planning and Zoning Commission denied the request by a vote of 6 to 0 at its January 8, 2018, meeting.)*
13. **Cultural Arts Master Plan agreement-** Consider approval of a Consulting Agreement with The Cultural Planning Group to develop a Cultural Arts Master Plan for the Town.

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.

14. Discuss and consider amending the organization of the Gibson-Grant Cabin committee (Resolution No. 23-17) to also include one citizen at large, and the appointment thereof.

M. CLOSED MEETING

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

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

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.

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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: February 16, 2018, at 8:20 a.m., at least 72 hours prior to the scheduled time of said meeting.



Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: February 19, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on February 5, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on February 5, 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on February 5, 2018.

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 5TH DAY OF FEBRUARY 2018, 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 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
Tiffany Bruce	Engineering Manager
Matt Hotelling	Traffic Engineer
Brian Waltenburg	Senior Project Engineer
Andy Kancel	Police Chief

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Rabbi Dennis gave the invocation and Mayor Hayden led the pledges.

D. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 4100 Broadway	Summit Club – WSN
2.	Kris Thompson, 1501 Holly Oak Ct	Voting
3.	Jim Engel, 5110 Bayberry St	Announcement
4.	Sandeep Sharma, 2504 Stillwater Creek	Public Participation
5.	Al Picardi, 1525 Lindby	Crossing Guards

E. ANNOUNCEMENTS

Deputy Mayor Pro Tem Bryant offered congratulations to McKamy Middle School for their Robotics competition program.

Councilmember Bryan Webb commented about a bad experience at one of our area schools and provided background information from when a similar instance happened in the past. He stated that is why he has the sign in front of him that says "Hate Has No Home Here".

F. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects
 - Lakeside Parkway
 - Rheudasil Pond
2. Economic Development projects
 - Business of You Break I Fix opened
 - Flower Mound Chamber and Economic Development Forum at Crossfire
 - Play Street Museum

G. FUTURE AGENDA ITEMS

1. There were no requests for future agenda items.

H. COORDINATION OF CALENDARS

1. Discuss canceling the Thursday, February 15 work session date.

There was Council consensus to cancel the February 15 work session.

2. A regular meeting is scheduled for Monday, February 19.

Mayor Hayden announced this next meeting date and confirmed that members of Council would be in attendance.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on January 18, 2018.

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 January 18, 2018.

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2. Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 5, 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.

DRAFT MOTION: Move to approve a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 5, 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.

RESOLUTION NO. 03-18

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 5, 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.

3. Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

4. Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

5. Consider approval of an agreement with Crossfire Defense Academy and Range, in the amount of \$19,200.00, for dynamic training and qualification purposes; and authorize the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve an agreement with Crossfire Defense Academy and Range, in the amount of \$19,200.00, for dynamic training and qualification purposes; and authorize the Mayor to execute same on behalf of the Town.

6. Consider approval of Change Order No. 1 and Final Acceptance of the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, for the Landscaping & Fencing, 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.

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DRAFT MOTION: Move to approve Change Order No. 1 and Final Acceptance of the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, for the Landscaping & Fencing, 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.

7. Consider approval of a Professional Services Agreement with Brown Reynolds Watford Architects, Inc., to provide design services and construction documents associated with the Fire Station No. 7 project, in the amount of \$399,600.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Professional Services Agreement with Brown Reynolds Watford Architects, Inc., to provide design services and construction documents associated with the Fire Station No. 7 project, in the amount of \$399,600.00; and authorization for the Mayor to execute same on behalf of the Town.

8. 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.

DRAFT MOTION: Move to approve 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.

Councilmember Bryan Webb moved to approve by consent Items 1 - 8. Mayor Pro Tem McDaniel 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:**AYES: B WEBB, MCDANIEL, BRYANT, J WEBB, FOREST****NAYS: NONE***Motion passed***J. REGULAR ITEMS**

11. Public Hearing to approve direction as it relates to Morriss Road Phase II improvements and associated bid document options.

Staff Presentation

Mr. Stathatos, Ms. Wallace, Ms. Bruce, Mr. Hotelling, Mr. Dalton, or Mr. Waltenburg gave a presentation identifying or noting:

- Background information on the project and how to date staff has been functioning with the understanding that the Council direction was to keep Morriss as four lanes
- Introduction of discussion points
 - o Timeline
 - o Project description
 - o Budget

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- o Traffic study and comparison
- o Design
- o Turn lane option
- o Fuqua option
- o Morriss/3040 intersection option
- o Thoroughfare/SMARTGrowth discussion
- o Bid direction
- Timeline summary
- Morriss Capacity, Paving Panel and Waterline Replacement Project (phasing)
- Morriss Phase II – CIP FY 17/18
- Morriss Phase III – CIP FY 18/19
- Morriss Phase IV – CIP FY 19/20
- Morriss Ph II – IV CIP/Funding Sources
- Level of Service (LOS) definitions
- Traffic Study – Jan 2018
- Volume Comparison 2017 to 2018
- Capacity Improvement Design (map)
- Water Line Replacement (map)
- Turn Lane Option
- Fuqua option, including pros and cons
- Morriss/FM 3040 intersection option
- Thoroughfare plan (designation options and process to change)
- SMARTGrowth and process to remove Morriss from SMARTGrowth
- Options A, B, and C

and they responded to questions from Council, and some were as a result of the public hearing, as follows:

- Where road impact fees can be used
- What is the actual area defined as Service Area A
- What is the remainder of the toll money and what can it be used for
- What is the manual the Town uses for levels of service
- Was there a conversation with Forestwood School about traffic patterns and circulation, and if so, what was the outcome of that discussion
- Clarification regarding any future plans at Forestwood
- What was the time period used in determining the LOS
- Clarification regarding any homes impacted with the Fuqua option
- Is there a waiver option relative to SMARTGrowth
- Clarification regarding level of service as it relates to SMARTGrowth
- Are institutional buildings exempt from SMARTGrowth
- If a shopping center, such as the location of Alforno's wanted to make a renovation, would they need to meet SMARTGrowth standards
- Why the portion of Morriss from 1171 to 3040 is 11 feet versus 12 feet like other roads in Town
- Would the majority of the water line replacement be able to be done in the median without taking out a lane
- Clarification regarding what the design looks like
- Clarification as it relates to the use of the \$400,000
- Clarification regarding the amount of panel replacements and whether lane widths would change from the current 11 feet in that process
- For the improvements outside of the six lanes, does it make sense to have that discussion prior to the water line replacement, and what are the time frame restraints

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- What is the best option to accomplish the goal of removing an automatic trigger action of a future council so that the residents that are coming forward today don't have to keep coming back on this same issue
- What is the impact if Morriss Rd is removed from the CIP
- Compliance issues as it relates to ADA requirements and what is the delta on the Town's cost with rolling it in at the same time
- How wide is a bike lane
- Why are there minimal reflective buttons on the various median noses on Morriss
- What would be the process for changing the speed limit to 35 mph from 1171 to 3040 through the main residential corridor
- Can staff provide a ball park estimate with a menu of choices based on some of the things that Council has discussed

There was Council discussion as follows:

- How a portion of the multi divided road from 1171 to 3040 is at 11 feet and concerns that this section needs to be widened to 12 feet like other streets in Town, and something would like to look at in this process
- Background information as it relates to LOS and what number is the threshold as it relates to SMARTGrowth
- Take a look at the crosswalk at Kirkpatrick to see if something is needed there
- How students at Marcus are not crossing at intersections, and the need to explore ideas and suggestions to have them cross at intersections
- How decisions made today are with the current Council and there is no way to predict what future councils will do
- When estimates come back, provide best options as it relates to funding sources
- Being in favor of the Fuqua option
- Why it's necessary to borrow money for a project like this
- How there are multiple factors that need to come forward to address safety such as more lighting, pavement markings, crosswalk markings
- Interest in having multiple options based on the discussions from today, including the associated cost for each
- Whether or not the Transportation Commission should have a discussion about changing the road designation
- Interest in changing the speed limit on Morriss Rd from 40 to 35
- Process and next step options, including what would be a good time to adjust the CIP

There was Council consensus to provide rough cost estimates as it relates to the design for the Fuqua and 3040 option, including some of the safety elements.

Mayor Hayden opened the Public Hearing at 7:19 p.m.

Administrative Note: This item was administratively posted as a public hearing in the interest of getting public input on this topic, as there was not a legal requirement to do so.

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
	Bjorn Vandug, 2016 Barton Creek	
	Scott Wittrock, 2201 College Pkwy	

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	Kim Berg, 2012 Barton Creek Ln	
	Suzie Stroope, 1405 Longbow Trl	
	Gloria Vargo, 1312 Rustic Timbers	
	James Seastrom, 2108 Hardy Ln	
	Cathy Strathmann, 2612 Belmont	
	Patrick Martin, 4700 Oak Springs Dr	
	Adam Schiestel, 2205 Waterford Dr	
	Karen Rawson, 1409 Basil Dr	
	Sandeep Sharma, 2504 Stillwater Ct	
	Jim Engel, 5110 Bayberry St	
	Kevin Harvill, 3100 Oak Meadow Dr	
	Gina Day, 5608 Frost Ln	
	Sharon Gentry, 2750 Bob White Ln	
	Kimberly Poe (and 2 sons Brett & Carter), 1717 Marble Pass	
	Jeremy Loveday, 1721 Robin Ln	
	Mary Strickland, 3229 Oak Meadow	
	Renee Doyle, 920 Drake Trail with donated time from the individual(s): Ann Martin, 4700 Oak Springs Dr	
	Name not provided, 2008 Rose Bluff Terr*	
	Name not provided, 2209 Golden Arrow Dr*	
	Harris Williams, 2900 Branch Hollow Cir	
	Maryann Kvancy, 3212 Oak Meadow	
	Mark Clark, 2304 Timber Meadow	
	Daniel Cummings, 2008 Glory Creek Rd	
	Scott Pillifant, 3012 Brush Creek Ln	
	Yvette Elliott, 1309 Homestead	
	Nancy Watson, 1412 Oakwood Ct**	
	Wendy Briscoe, 1725 Kingston Ln**	
	KC Walsh, 3525 High Rd**	
	Mario Verrando, 1761 Meyerwood**	
	William Scott Langley, 913 Sugarberry Ln**	
	Margaret Doss, 5504 Frost Ln**	
	Lisa Malone, 5025 Bayberry St**	
	Michael Waite, 2205 Squires Dr**	
	Aracy McCalley, 1305 Colony St**	
	Kathleen Banes, 2132 Longfellow Ln**	
	Kris Thompson, 1501 Holly Oak Ct**	
	Katy Grote, 165, Double Oak, 75077**	
	Kerri Nessel, 5220 White Pine Dr**	
	Mark Malone, 5025 Bayberry St**	
	Amarendra Uppalapati, 6109 Madeline**	
	Lynn Young, 1516 Leese Dr**	
	Elizabeth Lockwood, 2109 Blue Sage Dr**	
	Charlotte Jones, 3504 Devonshire Ct**	
	William Payne, 5112 Water Oak**	
	Judy Collins, 1537 Simmons**	
	Janvier Scott Werner, 2829 Bob White Ln**	

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	Anne Peters, 2117 Cheshire Dr**	
	Michael Peters, 2117 Chestnut**	
	Steve Strickland, 3204 Springwood**	
	Mary Strickland, 3204 Springwood**	
	Katie Lowe, 3113 Springwood Rd**	
	Tony Lawrence, 1121 Coker Dr**	
	Albert Picardi, 1525 Lindby**	
	Christopher Black, 2944 Woodway Dr**	
	William Payne, 5112 Water Oak***	
	Christian Skalberg, 3705 Twin Oaks Ct***	
	Beth Lockwood, 2109 Blue Sage Dr***	
	Lynn Young, 1516 Leese Dr***	
	David Madigan, 1540 Superior Pl	

* Submitted a speaker card but did not come forward when called

** Submitted a speaker card but did not wish to speak

*** Spoke but did not submit a speaker card

Mayor Hayden closed the Public Hearing at 8:51 p.m.

Councilmember Bryan Webb moved to make Morriss Road a six lane road from FM 3040 to FM 407. Deputy Mayor Pro Tem Bryant seconded the motion.

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

Deputy Mayor Pro Tem Bryant moved to have the Transportation Commission review and consider changing the current Morriss Road major arterial designation on the Master Thoroughfare Plan to a an alternative designation. Mayor Pro Tem McDaniel seconded the motion.

Council Discussion:

There was Council discussion noting that in addition to the Transportation Commission this item would also be required to be heard by the Planning and Zoning Commission.

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

Mayor Pro Tem McDaniel moved to have the Town initiate the process of reducing the speed limit to consider a change to 35 mph on Morriss Rd between 1171 and 3040. Deputy Mayor Pro Tem Bryant seconded the motion.

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

Administrative note: Item 10 was heard after item 11.

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10. 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 denial by a vote of 7 to 0 at its January 22, 2018, meeting.)

At 9:40 p.m. Mayor Hayden announced that in accordance with Chapter 551.071 the Town Council is convening into closed session for consultation with the Town Attorney regarding this item. The Town Council reconvened into open session at 9:57 p.m.

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Site location
- Zoning plan
- Southgate concept plan
- Aerial overlay of the location of the creek bed and the area for the 1st phase as part of the Preserve
- Stages in development process
- Development plan
- Photographs of the site, including the creek, headwall, current grading
- Example of a 24 foot wall (by Tom Thumb)
- Staff's recommendation
- P & Z recommendation

And he responding to questions from Council as follows:

- Clarification regarding staff's recommendation

Applicant Presentation

Art Anderson, 2728 N Harwood, Dallas, Tx, representing the applicant

Mr. Anderson provided statements indicating his client's position on the issue and that they believe what was presented meets the requirements of the ordinance.

Mayor Pro Tem McDaniel moved to deny a request for a Development Plan (DP18-0001 - Southgate, Northwest Tract) to amend the grading detail for a portion of Phase Two residential. Councilmember Jason Webb seconded the motion.

VOTE ON MOTION:

Motion to deny passed

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

NAYS: NONE

Administrative note: Item 9 was heard after item 10.

9. 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 FM 1171 between Interstate 35W and US 377. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its January 22, 2018, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Overall location
- Land use and zoning
- Approved zoning exhibit
- Rear and side yard set back
- Lot coverage
- Photographs from the development
- Canyon Falls, Villages 4B and 5

Applicant Presentation

There was no applicant presentation.

Mayor Hayden opened the Public Hearing at 10:16 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
Jim Engel, 5110 Bayberry		

Mayor Hayden closed the Public Hearing at 10:17 p.m.

Mayor Pro Tem McDaniel moved to approve 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 adopt an ordinance providing for said amendment. Councilmember Forest seconded the motion.

ORDINANCE NO. 02-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 19-08, 58-12, 35-13, and 48-15, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 98 (PD-98) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 626 ACRES OF LAND SITUATED IN THE M.E.P. & P. R.R. SURVEY, ABSTRACT NO. 922, F. THORNTON SURVEY, ABSTRACT NO. 1244, J. WILBURN SURVEY, ABSTRACT NO. 1416, AND W. LOVE SURVEY, ABSTRACT NO. 728; BY AMENDING THE STANDARDS FOR MINIMUM FRONT AND SIDE YARD SETBACKS FOR CERTAIN LOTS WITHIN VILLAGES 5 AND 4B HAVING A BASE ZONING DISTRICT OF SINGLE-FAMILY DISTRICT-10 (SF-10) USES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 5, 2018

PAGE 11

VOTE ON MOTION:**AYES: FOREST, J WEBB, BRYANT, MCDANIEL, B WEBB****NAYS: NONE***Motion passed***K./L. CLOSED/OPEN MEETING**

The Town Council did not convene into a closed meeting.

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

No action taken

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

No action taken.

M. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 10:17 p.m. on Monday, February 5, 2018, 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: February 19, 2018

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of the award of Request for Proposal 2018-16 for the Annual Fireworks Display to Pyrotecnico, in the annual amount of \$27,500.

BACKGROUND INFORMATION: This contract will provide for all labor, equipment, and supervision necessary to set-up, fire, and dismantle the Town's annual fireworks display. The fireworks display will be approximately 20 minutes in length and choreographed to patriotic music.

A scope of services was developed and the proposal was distributed to potential vendors for this service. Three (3) proposals were received by the due date and time. An evaluation committee consisting of representatives from Community Services and the Fire Department evaluated the proposals based on the following evaluation criteria:

1. Fireworks Display Package
2. References
3. Experience
4. Price

After completion of the evaluation process staff recommends award of the proposal to Pyrotecnico. The annual expenditure for this service is \$27,500.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$27,500

Proposed Expenditure:	Account Number(s):
\$27,500	100-630-34200-5110

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

LEGAL REVIEW: Stacie S. White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Proposal Summary
2. Evaluation Matrix
3. Service Contract

DRAFT MOTION: Move to approve the award of Request for Proposal 2018-16 for the Annual Fireworks Display to Pyrotecnico, in the annual amount of \$27,500.

Pyrotechnic Companies

Shell Size	Pyrotechnico	Pyro Shows of Texas	Pyromania
3" shells	920	820	900
4" shells	612	570	440
5" shells	385	380	250
Barrage Shot Count	1912	3100	5012
Total Shells w/o Barrages	1917	1770	1590
Total Shells w/Barrages	3829	4870	6602

Pyrotechnico - Long standing history dating back to 1889. One of the largest fireworks companies in the US. Their show is a little less expensive at \$27,500. Their insurance certificate doesn't cover the minimum requirements that were requested in RFP, but they referenced that they will provide it if selected with a \$10m limit. References all checked out (Houston, Dallas, Richardson, and Allen) They all said they were great to work with, cleaned up well, no issues, would use them again, and recommended them. Dallas noted that this company had an electrical problem with computer during one of their shows in Fair Park. They were able to fire the show but not as well as normal. They credited the city 50% and gave them a 20% discount the next year. The show producer lives in Flower Mound and will be the lead on this project. They do over 650 shows on the 4th and seem very eager to win the bid here in FM. Their proposal has the most amount of aerial shells by 147 shells, but has less barrages (ground effects). Will need to make sure they know they have to provide and pay for security.

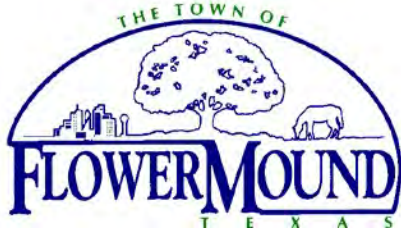
Pyro Shows of Texas - Pyro Shows of Texas is owned by corporate is one of the largest companies in the US and has good history. They exceed the insurance requirements with \$5,000,000 in coverage. They have performed the July 4th fireworks show for the Town over the last four years. There have been a few issues over the years related to wet shells due to improper covering of mortars. They also had family members in non public areas. The company provided refunds for unfired shells each year and resolved the family issue. Overall, their shows have been well received by the public and there have been no safety concerns. The management staff has been great to work with and they do a decent job with clean up. They also perform the 4th of July shows for Addison, Plano, Colony, and Farmers Branch. Staff received a good review from the city of plano. They have the same amount of shells as last year, but more barrages (ground effects) than before.

Pyromania Fireworks, LLC. - Has been in business for nine years and performs shows in Louisiana, Texas and Arkansas. They provide 150 shows in the three states every year. Small family run business. Their proposal is very heavy with barrages and lighter on aerial shells. They have insurance above the minimum requirements. The vendor has suggested an alternate firing site which is in the city of Lewisville. Not many shows or references in Texas mainly Louisiana and they did not provide reference contact numbers to call. We did talk to Yesterland Farms and they loved the vendor. They provide 5 min shows for them one a week for eight weeks in the fall.

RFP No. 2018-16
Annual Fireworks Display

Attachment 2

EVALUATION MATRIX		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting	Pyrotechnico		Pyro Shows		Pyromania	
Fireworks Display Package	45%	4.00	1.80	4.00	1.80	3.00	1.35
Price	20%	4.00	0.80	3.00	0.60	3.00	0.60
References	15%	4.00	0.60	4.00	0.60	2.00	0.30
Experience	20%	4.00	0.80	3.00	0.60	2.00	0.40
TOTAL	100%		4.00		3.60		2.65



Purchasing & General Services

February 19, 2018

Stephen Vitale, President/CEO
Pyrotecnico Fireworks, Inc.
P.O. Box 310
New Castle, PA 16103

RE: **BID NO. 2018-16-A**

Contract Term:

Annual Fireworks Display

February 19, 2018 thru February 18, 2019
One year with four (4) one-year renewal options

Dear Mr. Vitale,

The Town of Flower Mound has elected to award the contract for the above referenced subject to your firm. It is understood all terms, conditions, prices, and guaranteed discounts will be held firm during the contract period. The Recreation & Leisure Department will coordinate services with Pyrotecnico Fireworks, Inc. regarding the Fireworks Display in accordance with the specifications agreed to for this service. The initial term and services under this agreement are to begin on February 19, 2018.

Please acknowledge receipt of this letter as indicated below and return to the Purchasing Office. If you wish, you may fax to (972) 874-6478 or email to marquita.shamlin@flower-mound.com.

Thank you for your interest in serving our needs. We look forward to doing business with you. Please feel free to contact me should you have any questions.

Sincerely,

Marquita Shamlin
Town of Flower Mound - Buyer

cc: Chuck Jennings
File: 2018-16-A

Pyrotecnico Fireworks, Inc.

Date

“PROVIDE EXCEPTIONAL CUSTOMER SERVICE TO PROMOTE LASTING SUCCESS”

2121 Cross Timbers Road, Flower Mound, Texas 75028
Office 972/874-6009 Fax 972/874-6478

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
PROPOSAL NO. 2018-16-A**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Pyrotecnico Fireworks Inc., Inc. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Annual Fireworks Display (hereinafter referred to as "Services") in accordance with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit C. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for an additional four (4) years on an annual basis upon written agreement of the parties.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Section 6.
6. **PAYMENTS.** Town shall pay to Contractor the amount of \$27,500. The sum shall be paid to Contractor with \$13,750.00 (50%) down and remaining amount due on the day prior to the show.
7. **WEATHER, ELECTION TO POSTPONE/CANCEL.** The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is present on the day the display is scheduled to occur, the event may be canceled by mutual agreement by the parties and rescheduled the next day with no additional charges. In the event the display is canceled due to weather, Contractor shall retain the 50% payment as described in Section 6 as full payment for cancellation of display. The fireworks display shall not be performed in the event any government body or agency with authority in regard to the fireworks display shall direct, in writing or otherwise, that the display should not occur. The event will then be rescheduled by mutual agreement by the parties to the inclement weather date.
8. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX

75028 or accountspayable@flower-mound.com.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit B. Failure to maintain the required insurance may result in immediate termination of the Contract and the immediate return of the 50% down payment.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be

binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants for employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. Upon termination, Contractor shall immediately refund the Town any portion of the fee pre-paid to Contractor in excess of the percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibits A & C, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize

subcontractors to perform Services without the Town's prior written consent.

19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Facilities Management Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **ENTIRE CONTRACT.** This instrument together with Exhibits attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
23. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follows, unless and until the Contractor is otherwise notified:

Marquita Shamlin
Purchasing Buyer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Stephen Vitale, President/CEO
Pyrotecnico Fireworks, Inc.
P.O. Box 310
New Castle, PA 16103

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

24. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
25. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
26. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
27. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

Thomas E. Hayden, Mayor

Name: _____

Title: _____

Date: 02/19/2018

Date: _____

EXHIBIT A

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS**

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, www.ionwave.net/Login.aspx and the **Denton Record Chronicle**. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for vendors to utilize the system for standard bids and proposals solicited by the Town. For **Cooperative Bids/Proposals and Reverse Auctions ONLY**, respondent agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative Bids/Proposals and Reverse Auctions will be clearly identified in the bid/proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.ionwave.net/Login.aspx for further information.

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
 8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
 9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
 10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.
- FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.
11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.

12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Agent.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

The Town of Flower Mound will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Flower Mound's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town will notify the successful respondent upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

19. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and www.ionwave.net/Login.aspx. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and services in the non-resident bidder's state.
23. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Ability to comply with the required or proposed delivery schedule;
- C. Have satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics;
- E. Be otherwise qualified and eligible to receive an award.

25. **AWARD OF CONTRACT:** The Town of Flower Mound reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
- B. The reputation of the respondent and of the respondent's goods or services;
- C. The quality of the respondent's goods or services;
- D. The extent to which the goods or services meet the Town's needs;
- E. The respondent's past relationship with the Town;
- F. The total long-term cost to the Town to acquire the respondent's goods or services;
- G. Any relevant criteria specifically listed herein.

26. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.

27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon Town approval, with four (4) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.

28. **FUNDING:** The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.

29. **ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.

30. **INTERLOCAL AGREEMENT:** The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.

31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**

32. **DELIVERY PROMISE – PENALTIES:** Where indicated, respondents must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Agent, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Flower Mound location(s).

34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the Town of Flower Mound's satisfaction.

35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.
37. **AUDIT:** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE:** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Agent. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
42. **PATENT RIGHTS:** Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
46. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

EXHIBIT B**INSURANCE**

SECTION A. Prior to the approval of this agreement/contract by the Town, the successful vendor shall furnish a completed Insurance Certificate to the Town, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. THE TOWN SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE TOWN.

INSURANCE COVERAGE REQUIRED

SECTION B. The Town reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the Town based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Town, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the Town, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$2,000,000 per occurrence or its equivalent.

	TYPE	AMOUNT
3.	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

ADDITIONAL POLICY ENDORSEMENTS

The Town shall be entitled, upon request, and without expense, to make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the Town, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the Town of Flower Mound and its officer, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days' notice to the Town for cancellation, nonrenewal, or material change; 10 days' notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the Town of Flower Mound, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;
- G. Provide for notice to the Town of Flower Mound at the address shown below by registered mail.

NOTICES

The Contractor shall notify the Town in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the Town at the following address:

Purchasing Buyer
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SECTION D. Approval, disapproval, or failure to act by the Town of Flower Mound regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Scope of Services

- A. Provide a continuous (no dead time) fireworks display of no less than 20 minutes that is choreographed to music. Provide music to Town via a MP3 file. The Town shall have an opportunity to have input in the selection of musical numbers selected for the show. A script of the choreography shall be furnished no later than 3 weeks prior to the event.
- B. The fireworks display must include a distinctive opening, main show, and a grand finale.
- C. Provide all necessary labor, equipment, and supervision to set-up, secure, and dismantle display.
- D. Shell size must not be greater than 5" for the 2018 fireworks display.
- E. Locate all unexploded shells at the conclusion of display.
- F. Perform thorough cleanup of the display site.
- G. Meet with Parks & Recreation and Fire Department personnel prior to contract renewal period to discuss site selection and fireworks display for the upcoming year. The successful vendor will be required to submit a fireworks display package to the Town for consideration and approval ninety (90) days prior to the contract expiration date.
- H. Contractor will officially notify the FAA of the show date and time several months prior to the event. Contractor will also issue a NOTAM three (3) days prior to the event and will call the DFW Airport control tower 15 minutes prior to shooting on the day of the event.
- I. Contractor will be required to obtain and submit the following requirements to the Town on an annual basis prior to commencement of fireworks display:
 - o Application for Class B Fireworks (Fireworks 1.3G)
 - o Public Display Permit or License Site Inspection Certification
 - o Permit from the Texas Commission of Fire Protection
 - o Obtain a permit from the Fire Marshal's Office. Provide applicable State documentation including a shot list of items.
 - o Provide a site plan indicating safety zones and safety perimeter distances.
 - o Provide the arrival time and location of fireworks build-up
- J. The Services shall be provided in accordance with the attached portion of Contractor's Proposal incorporated herein by reference.



YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operations Officer - cmele@pyrotecnico.com

With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco manages the design of all firework shows, as well as the creative aspects of FX productions. Rocco has been in the business for 15 years.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com

Mark oversees Pyrotecnico's finance department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Vice President Sales - cliberatore@pyrotecnico.com

Chris supervises the management of client accounts, ensuring that you are completely satisfied with our service and that your crowds experience the best shows they have ever seen.

George Tinker - Show Producer - gtinker@pyrotecnico.com

George develops and services client accounts, making sure that all aspects of your program are accomplished in a timely manner. He is your primary point of contact from concept through completion.

Threse Palumbo - Sales Assistant - tpalumbo@pyrotecnico.com

Threse aids George in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL



Client: Town of Flower Mound, TX

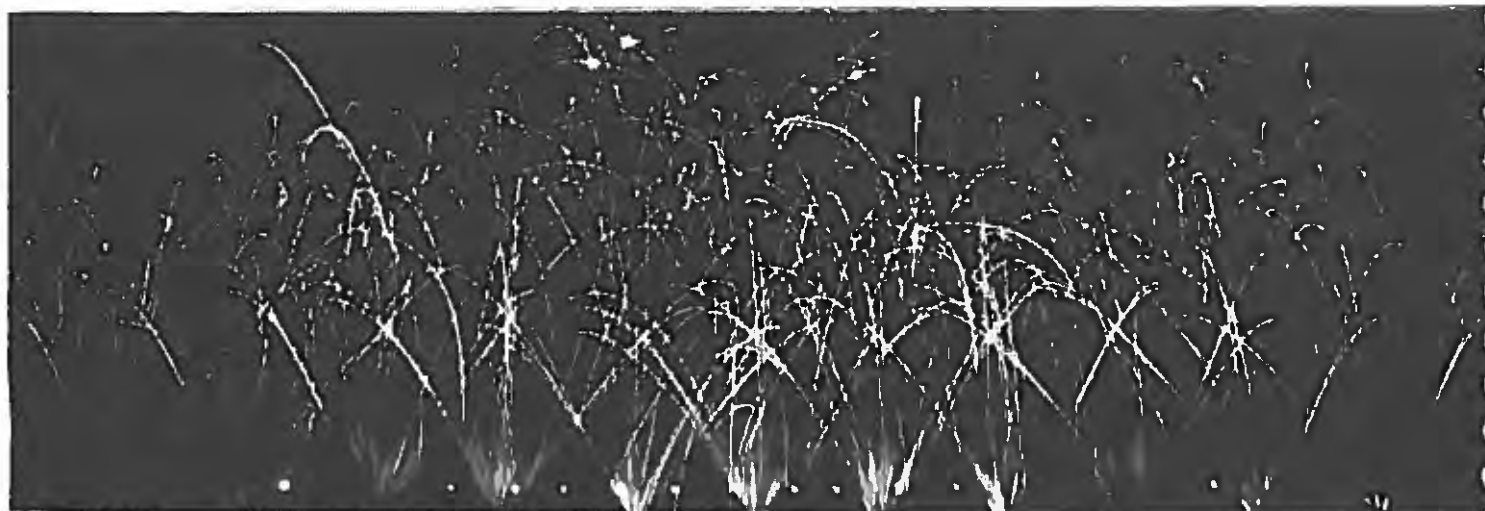
Event Date: July 4, 2018

Prepared for: Ms. Marquita Shamlin / Town of Flower Mound

Contract Terms: Pre-show Advance due TBD appx. February - March 2018 /
Balance due Net 30 from show date

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe, including our own American products.

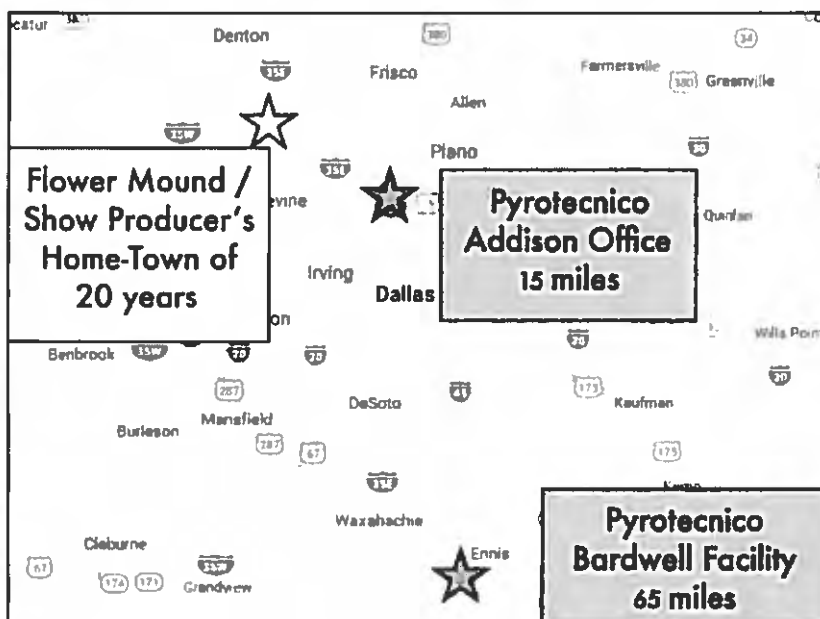


Flower Mound, Texas

At Pyrotecnico, we take a great deal of pride in producing high-end, internationally recognized fireworks displays. Our team in Texas has produced fireworks for the Super Bowl (Houston 2004, Houston 2017), the Texas Rangers (2015), major cities across the state including Dallas & Houston (10+ years), and hundreds of private events/groups in every major city & market in Texas.

Flower Mound holds a special place in our hearts as the hometown of our Texas Show Producer. George Tinker is an FMHS alumni class of 2004, UNT graduate, and currently resides in Northeast Flower Mound with his wife and 2 daughters (Timber Creek Tigers). We have prepared this world-class presentation for your review, and are looking forward to executing the finest Flower Mound Independence Day display to date.

George is also a skilled & licensed fireworks technician, flame operator, and special effects technician, and has enthusiastically volunteered to lead the crew of technicians on your display. The Town can rest assured that this vendor transition to Pyrotecnico will be smooth, thorough, and worthwhile in every regard. It is our privilege to have the opportunity to produce displays in our own regional backyard, and we will work tirelessly to make this a gratifying, stress-free experience.



Location

This map indicates where our TX facilities & personnel are located in relation to Flower Mound.

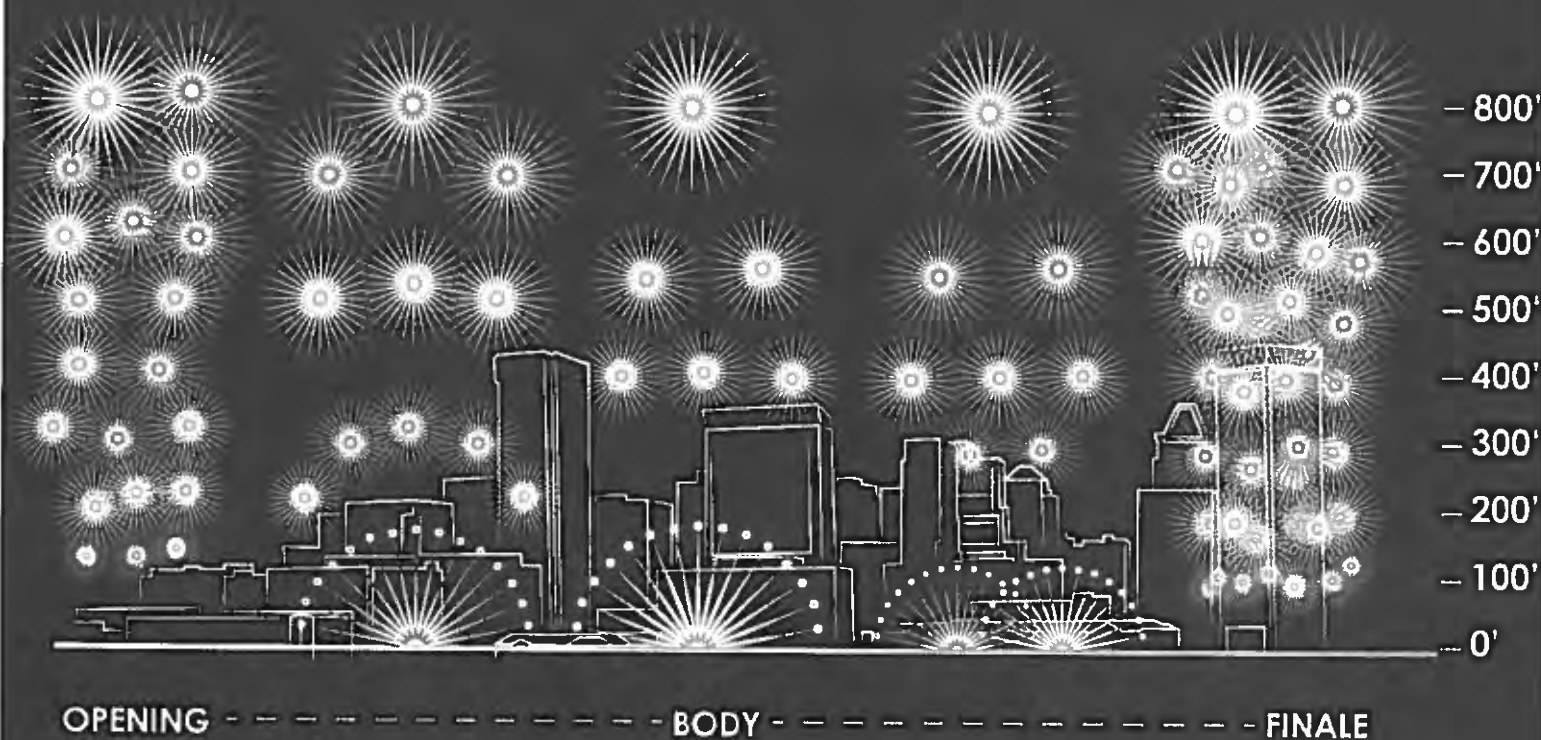
Our DFW facilities are able to offer Flower Mound the comforts and ease of working with a local vendor, while utilizing our full resources as a national organization.



YOUR SHOW



We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



- *Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



SHELL TYPES



Listed below is a very small sample of the types of shells Pyrotecnico has in its extensive international inventory and we will pull the quantities as listed in our proposal for each caliber size listed in the proposal. Exact colors and types of shells will be formulated after the musical soundtrack is produced to ensure proper choreography and presentation. Countries of Manufacture include China, Spain, Italy, USA, Japan, and Germany.

Multi -Color Star Shells

Glittering Green Chrysanthemum, Red Peony with Blue Pistil, 4" Gold Peony, Shells, 4" Magenta Wave, Blue Peony with Palm Pistil, Purple and Twitter Glitter, Flower Wave with Purple Pistil, Green Peony with, Green Tail, Multi Color Pastel Peony, Yellow & White Peony, Glittering Red Chrysanthemum, Blue Peony with Magenta Pistil, Flower Wave to Blue with Green Pistil, Gold Silk Chrysanthemum, Sea Blue Peony with Sea Blue Tail, Purple Peony with Palm Tree Tail, Dahlia Crackling, Dahlia Multi with Silver Tail.

Fancy and Color Changing Shells

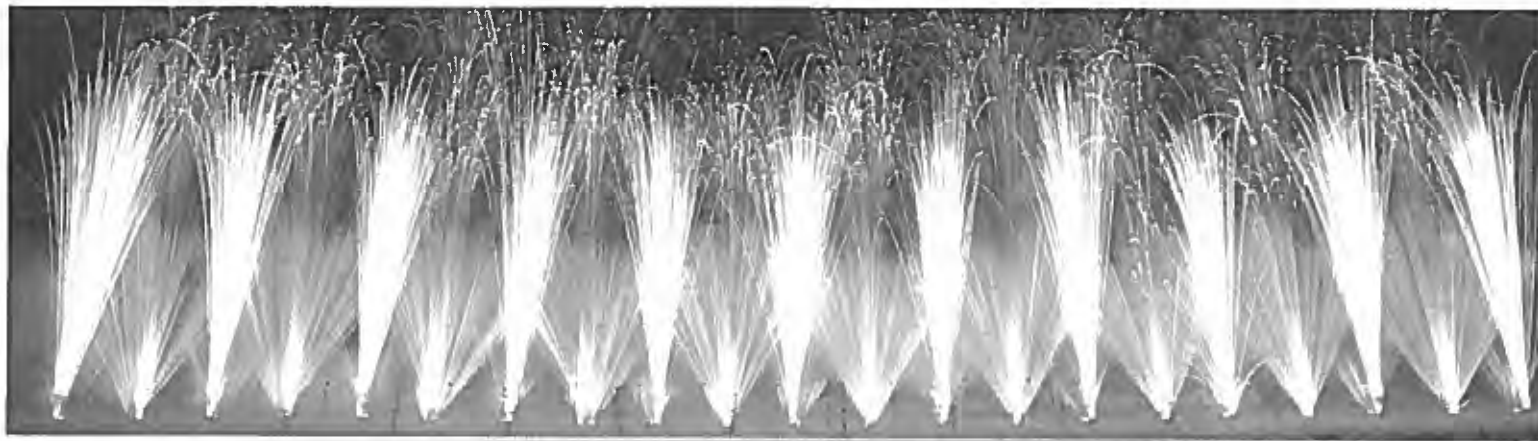
Gold Glitter to Blue with Blue Center Peony, 6" Gold Wave to Red to Green to Purple Chrysanthemum, Gamboge Red to Blue to Silver Chrysanthemum with Green Pistil, Gamboge Purple to Crackling, Crackling Lemon to Crackling Pistil, Blue to Green to Red Peony with Twinkling Pistil, 1000's of Magic to Purple, Silver Peony to Colorful Shell of Shells, Crown Flower with Purple Pistil, Gold Wave with Purple Swimming Stars, Multi Color Pastel Umbrella, Red Peony with Time Rain Coconut Pistil, Silver Cascade to Red, White, and Blue Color Change, Crossette Willow to Red, Falling Leaves Multi Color, Rainbow.

Special Effect Shells

Saturn with Ring, Nishiki Kamuro, Red Sun, Crown Brocade, Pixie Dust Willow with Stained Glass Crackling Pistil, Stutada Red, Stutada White Spangle, Artillery Shell of Shells, Bi Break Multi Color Palms Kamuro with Violet, Jellyfish Blue Giant, Kamuro Gold Brocade, Mosaic Kamuro Crackling, Nautical Sea Green, Nautical Blue to Silver Strobe, Nautical Silver Glittering to Red, Domestic Draw-Out, 9 Time Report, Ghost White, Sweeper Blue Shell, Waterfall Orange Glitter, Waterfall Gold to Silver, Willow Twinkling, Serpents, Whistle, Fish, Tourbillions, Willow White Strobe with White Tail Center, White Spangle Red Tip Rays Blue Center with Trunk, Mosaic Blue, Waterfall Willow Happy Star.

Pattern Shells

Smiley Face, Double Red Heart, Five Pointed Star, Rings of Red, Blue Serpents with Reports, Ring Double Farfalles with Gold Glitter Blue Tip, Ring Blue Crossette, Cube, Straw Hat, Bowtie Ring, Heart Red Strobing, Ring Double Crossette, Strawberry, Sunflower with Tail, Ring Red with Titanium Salute.



Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

2	100-shot Specialty Barrage Boxes	(200 Shells)
20	3-inch Color Star Finale Shells	
10	3-inch Titanium Salutes	
18	4-inch Color Star Finale Shells	
10	5-inch Color Star Finale Shells	

258 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to brighten your skies!

	2	25-shot Assorted Barrage Boxes	(50 Shells)
	2	49-shot Assorted Barrage Boxes	(98 Shells)
620	3-inch Assorted Variety Shells	2	70-shot Specialty Barrage Boxes (140 Shells)
492	4-inch Assorted Variety Shells	2	182-shot Premium Barrage Boxes (364 Shells)
305	5-inch Assorted Variety Shells	2	380-shot Premium Barrage Boxes (760 Shells)
1,417	Aerial Display Shells (3, 4, 5-inch)	10	Total Barrage Boxes (1,412 Shells up to 2-inch)

2,829 Total Body Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Four or Five Shells per Flight

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

2	150-shot Premium Barrage Boxes	(300 Shells)
180	3-inch Color Star Finale Shells	
90	3-inch Titanium Salutes	
102	4-inch Color Star Finale Shells	
70	5-inch Color Star Finale Shells	

742 Total Finale Shells





RECAP



PRESENTATION

Opening Shells	258	Total Opening
Body	2,829	Total Body Shells
Grand Finale	742	Total Finale Shells

TOTALS

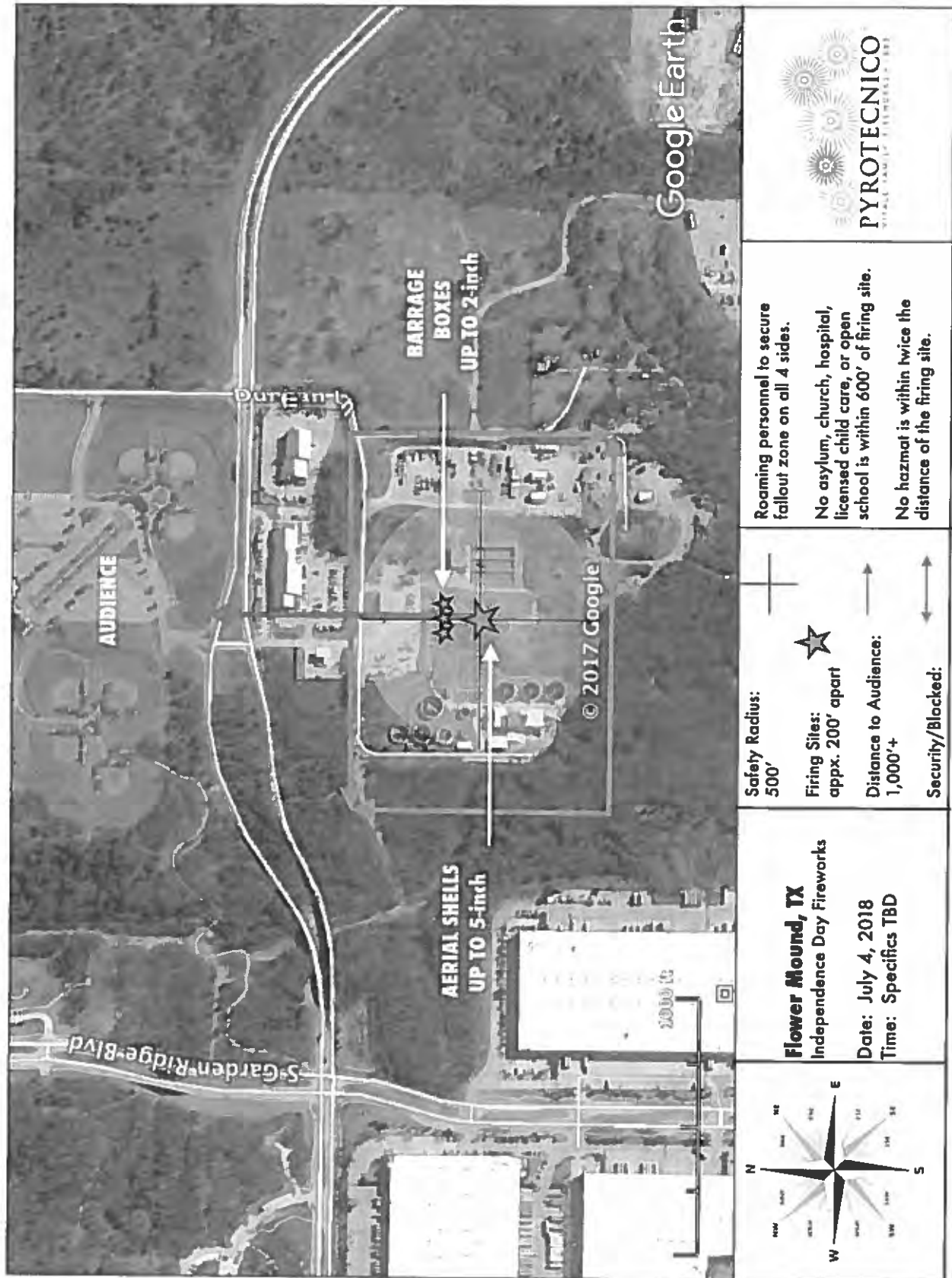
1,912	up to 2-inch
920	3-inch
612	4-inch
385	5-inch
3,829	Total Display Shells
20 - 25 min.	Display Duration

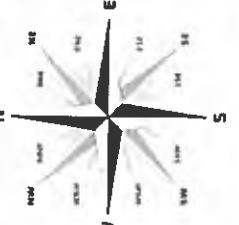
PRICING

\$ 27,450	Fireworks Display 20 - 25 Minute Duration, TBD with Town of Flower Mound
\$ 50	State Permit Fee
\$ 27,500	Pyrotecnico 2018 Total

CREW SCHEDULE Pending Flower Mound Approval

July 1 (6:00pm)	Crew will arrive onsite to begin building the mortar racks. Continuing through July 2 (4:00am)
*No Explosives onsite July 1 / July 2 (to 6:00pm)	
July 2 (6:00pm)	Crew will arrive onsite with explosives to begin loading and wiring mortars. This will continue through July 3 (4:00am)
*Explosives onsite / Security Required between 4:00am - 6:00pm	
July 3 (6:00pm)	Crew will arrive onsite to complete loading and wiring of shells. This is expected to be completed July 4 (2:00am)
*Explosives onsite / Security Required between 2:00am - 1:00pm	
July 4 (1:00pm)	Crew will arrive onsite for final continuity checks, and to standby for show-time.
Post-Show	Cleanup will occur throughout July 4 - 5, with required first-light sweep on July 5.



 PYROTECNICO FIREWORKS & SPECIAL EFFECTS	Roaming personnel to secure fallout zone on all 4 sides. No asylum, church, hospital, licensed child care, or open school is within 600' of firing site. No hazmat is within twice the distance of the firing site.	Safety Radius: 500' Firing Sites: appx. 200' apart Distance to Audience: 1,000'+ Security/Blocked:	Flower Mound, TX Independence Day Fireworks Date: July 4, 2018 Time: Specifics TBD	
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Issued To:
Tinker, George C
1947 PIN OAK DR
FLOWER MOUND TX 75028-1291

License Number
FPO-1824051
Expiration Date: 06-30-2018
EFFECTIVE DATE: 06-28-2017

FIREWORKS PYROTECHNIC OPERATOR'S LICENSE

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: June 27, 2017

Chris Connolly
Chris Connolly, State Fire Marshal

SF08110116

Issued To:
Tinker, George C
1947 PIN OAK DR
FLOWER MOUND TX 75028-1291

License Number
SEO-1812205
Expiration Date: 02-11-2018
EFFECTIVE DATE: 02-11-2017

FIREWORKS SPECIAL EFFECTS OPERATOR'S LICENSE

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: June 27, 2017

Chris Connolly
Chris Connolly, State Fire Marshal

SF08110116

Issued To:
Tinker, George C
1947 PIN OAK DR
FLOWER MOUND TX 75028-1291

License Number
FEO-1923434
Expiration Date: 06-26-2018
EFFECTIVE DATE: 06-26-2017

FIREWORKS FLAME EFFECTS OPERATOR'S LICENSE

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: June 27, 2017

Chris Connolly
Chris Connolly, State Fire Marshal

NOTE: 2017 License will be
reissued prior to 7/4/2017

Registered Location(s):
299 WILSON RD
NEW CASTLE PA 16101

Registration Number
FWD-0071
Expiration Date: 04-19-2018
EFFECTIVE DATE 04-19-2001

FIREWORKS DISTRIBUTOR'S LICENSE

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
PYROTECNICO FIREWORKS INC

DATE ISSUED: March 20, 2017


Chris Connealy, State Fire Marshal

SF081|0116

To receive news and updates from the SFMO concerning Fire Industry Licensing, sign up for the SFMO Licensing eNews Update at <http://www.tdi.texas.gov/alert/esfmlicensing.html>



PYROTECNICO FIREWORKS INC
PO BOX 310
NEW CASTLE PA 16103

NOTE:
License updates will be
reissued prior to 7/4/2018

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

0-1001000-10-000-0001-0000-0000-0000

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Chief ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-PA-073-23-8J-12122
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Reers</i>	Expiration Date	September 1, 2018
Name	PYROTECNICO		

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD
NEW CASTLE, PA 16101-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a purchaser of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A typed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

Position/Title

President/CEO

11-2-2015

Printed Name

Date

ATF Form 5400-13 (Rev. 05-14)
Revised Oct. 2011

0-1001000-10-000-0001-0000-0000-0000

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
11 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (301) 616-4401
E-mail: FELC@afj.gov

ATF Homepage: www.afj.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse, child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the licensee or permittee for that business or operations for endorsement of such succession to the Chief, FELC, within 60 days from the date on which the succession begins to carry on the business or operations.

(Continued on reverse side)

Put Here

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYROTECNICO FIREWORKS INC
Business Name:	PYROTECNICO
License/Permit Number:	8-PA-073-23-8J-12122
License/Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	September 1, 2018
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 1/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL: info@brittongallagher.com ADDRESS: info@brittongallagher.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Everest Indemnity Insurance Co.	
		INSURER B: Everest National Insurance Company	
		INSURER C: Maxum Indemnity Company	
		INSURER D: Axis Surplus Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 135837056** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SI8ML00891-181	1/14/2018	1/14/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC						
B	AUTOMOBILE LIABILITY			SI8CA00141-181	1/14/2018	1/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS						
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			EXC6030375	1/14/2018	1/14/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			EAU620323	1/14/2018	1/14/2019	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers. Insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers.

CERTIFICATE HOLDER Town of Flower Mound 2121 Cross Timbers Road Flower Mound TX 5028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRUFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT
NAME: Melanie Allen
PHONE (A/C, No, Ext): 800-476-2211
E-MAIL: mail@mcgriff.com
ADDRESS:

FAX (A/C, No):

INSURED
Pyrotechnica F/X LLC
P.O. Box 310
New Castle, PA 16103

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : See Below

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: YHLC55XL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	738720960409-California Ins. Co (NAIC# 38865) 738720960411-Continental Indemnity Co (NAIC# 28258) (Blanket Waiver of Subrogation Incd)	06/07/2017	06/07/2018	X PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. () Specific Waiver****Person or Organization****Job Description****2. (x) Blanket Waiver**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 06/07/15
Insured Pyrotecnico

Policy No. 73-872096-04-02

Endorsement No. 61

Insurance Company
Continental Indemnity Company

Countersigned By



(Ed. 4-84)

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TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 19, 2018

FROM: Molly Fox, Director of Communications

ITEM: Consider approval of the purchase of an ARRI-ALEXA mini camera and accessories from Innocinema in the amount of \$56,137.03.

BACKGROUND INFORMATION: The ARRI-ALEXA mini camera and corresponding accessories will provide increased video capabilities for the Communications Department. This is a professional camera set-up and will replace the department's current technology, which is several years old. The ARRI-ALEXA mini camera will allow staff to shoot with higher picture quality and frame rates, creating better quality videos for the Town and its residents.

The funding will come from the Town's Public Education Grant (PEG) funds, which, by law, are restricted to capital expenses that will improve FMTV programming. PEG funds are derived from one percent of franchise fees from cable providers. Innocinema was the lowest bidder on this system, and has agreed to the Town's purchase order terms and conditions.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$56,137.03

Proposed Expenditure:	Account Number(s):
\$56,137.03	314-270-84510-6090

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Innocinema Quote

DRAFT MOTION: Move to approve the purchase with Innocinema Technologies for the ARRI-ALEXA camera system and accessories utilizing PEG funds.

From: [Innocinema Sales](#)
To: [Tim Noah](#)
Subject: Innocinema: New Order # 100002719
Date: Tuesday, January 09, 2018 10:51:25 AM



Hello, Tim Noah

Thank you for your order from Innocinema. Once your package ships we will send an email with a link to track your order. You can check the status of your order by [logging into your account](#). If you have any questions about your order please contact us at support@innocinema.com or call us at 1(770)857-3435 Monday - Friday, 8am - 5pm PST.

Your order confirmation is below. Thank you again for your business.

Your Order #100002719 (placed on January 9, 2018 11:51:19 AM EST)

Billing Information:

Tim Noah
 2121 Cross Timbers Rd
 Flower Mound, Texas, 75028
 United States
 T: 972-874-6072

Payment Method:

Bank Transfer Payment

The order will not be shipped until payment is received. Please transfer the total balance using the below information.

Account Name: Innocinema LLC
 Bank Name: [REDACTED]
 Account Number: [REDACTED]
 Routing Number: [REDACTED]
 IBAN Number: NONE
 SWIFT Number: [REDACTED]

Shipping Information:

Tim Noah
 2121 Cross Timbers Rd
 Flower Mound, Texas, 75028
 United States
 T: 972-874-6072

Shipping Method:

Pick Up at Office - 1351 Oakbrook Dr., Ste 160, Norcross, GA 30093, USA - Free

Item	SKU	Qty	Subtotal
ARRI - ALEXA Mini Body	ARS23628	1	\$45,720.00
ARRI - EF lens mount	ARS23632	1	\$1,560.00
ARRI - AMIRA / ALEXA Power supply light	ARS23664	1	\$240.00
ARRI - Power Cable Straight (2m - 6.6 feet) KC-50	ARS23662	1	\$180.00
FedEx Shipping Cost	ICS26096	1	\$257.93
Wooden Camera UVF Mount (Alexa Mini, No Clamp)	WCS19540	1	\$379.00
Wooden Camera - D-Box (Alexa Mini, Gold Mount)	WCS19554	1	\$1,195.00
Wooden Camera - ARRI Alexa Mini Unified Accessory Kit (Advanced)	WCS22440	1	\$1,923.00
ARRI - AMIRA Viewfinder MVF-1	ARS23999	1	\$7,180.00
Subtotal			\$58,634.93
Shipping & Handling			\$0.00
Discount (FLOWERMOUND5)			-\$2,497.90

	Grand Total	\$56,137.03
Thank you, Innocinema		



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 19, 2018

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) Case 580N 4WD T4 Final Extendahoe Backhoe/Loader for the Public Works Stormwater Department in the amount of \$61,700.00 and one (1) Case 590SN 4WD T4 Final Extendahoe Backhoe/Loader for the Public Works Utility Line Maintenance Department in the amount of \$82,470.00 from ASCO Associated Supply Co, Inc for a grand total amount of \$144,170.00.

BACKGROUND INFORMATION: The Public Works Stormwater Department is requesting the purchase of one (1) Case 580N 4WD T4 Final Extendahoe Backhoe/Loader in the amount of \$61,700.00 through BuyBoard Cooperative Contract No 515-16 to replace their 2007 Cat 416F Extendahoe Backhoe/Loader (Unit #9410-23) which is being traded in for this purchase. This equipment purchase was approved in the Fiscal Year 2017-2018 Vehicle Equipment Replacement Fund (VERF) budget.

The Public Works Utility Line Maintenance Department is requesting the purchase of one (1) Case 590SN 4WD T4 Final Extendahoe Backhoe/Loader in the amount of \$82,470.00 through BuyBoard Cooperative Contract No 515-16 to replace their 2010 Komatsu wB156-5 Extendahoe Backhoe/Loader (Unit #9232-28) which is being traded in for this purchase. This equipment purchase was approved in the Fiscal Year 2017-2018 Vehicle Equipment Replacement Fund (VERF) budget.

The Fleet Services Manager obtained additional CoOp Contract Quotes from RDO Equipment for John Deere Units and asked them to consider the value of trade-in units. RDO Equipment's quotes were in the amount of \$148,359.69 total which is \$4,189.60 higher than the purchase of these units from ASCO Associated Supply Co.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$144,170.00

Proposed Expenditure:	Account Number(s):
\$144,170.00	565-450-84500-6110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Case 580N 4WD T4 Final Extendahoe Backhoe/Loader Quote
2. Case 590SN 4WD T4 Final Extendahoe Backhoe/Loader Quote
3. Fleet Manager's Bid Award Recommendation

DRAFT MOTION: Move to approve the purchase of one (1) Case 580N 4WD T4 Final Extendahoe Backhoe/Loader for the Public Works Stormwater Department in the amount of \$61,700.00 and one (1) Case 590SN 4WD T4 Final Extendahoe Backhoe/Loader for the Public Works Utility Line Maintenance Department in the amount of \$82,470.00 from ASCO Associated Supply Co, Inc for a grand total amount of \$144,170.00.

ASSOCIATED SUPPLY COMPANY, INC.

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

Prepared By: Sharon Reeves
 Mobile: 817-313-8129
 Email: sreeves@ascoeq.com

Date Prepared: 1/18/2018

Government Agency: Town of Flower Mound

Ship To: Town of Flower Mound

1101 Duncan Lane

Flower Mound, Texas 75028

Bill To: Town of Flower Mound

2121 Cross Timbers Rd.

Flower Mound, Texas 75028

Contact Name: Deats Stewart

Email: deats.stewart@flower-mound.com

Phone: (972) 874-6431

Fax: _____

Product Description: 580N 4WD T4 FINAL

BuyBoard Contract: 515-16

I. Price List Dated: 1/1/2017

Base Price: \$103,113.00

II: Base Bid Options (Itemized Below)

4WD Powershift S-Type Transmission	\$ 1,717.00
Front Wheels - 12x16.5, 10PR lug tread	Included
Rear Wheels - 19.5LX24, 10PR STD	\$ 345.00
Extendahoe (EHOE)	\$ 6,187.00
Heavy Front CWT, Extndhoe	\$ 422.00
Pilot Controls	\$ 2,380.00
Flip Over/Stabilizer Pads	\$ 816.00
93" HD Long Lip w/cutting edge	\$ 2,600.00
Cab, LH Door w/Heater/AC	\$ 8,300.00
RADIO AM/FM/MP3	\$ 232.00
SUB-TOTAL:	\$ 22,999.00

Deluxe Air Susp, Cloth - Cab	\$ 914.00
Battery Disconnect/Jump Start	Included
Standard Lights	Included
Standard Ride Control	\$ 1,357.00
CASE SiteWatch Telematics	Included
3yr Advanced Tele Subscription	Included
24" Universal Bucket	\$ 1,252.00

SUB-TOTAL: \$ 3,523.00

Options List Price Total: \$ 26,522.00

\$ 129,635.00

III. SUB-TOTAL OF I & II

IV. BuyBoard Discount: 22.00% \$ 28,519.70

BUYBOARD CONTRACT PRICE: \$ 101,115.30

V: NON-BASE OPTIONS

Non-Base Options (%) = _____

Stabilizer Guards	\$ 440.00
30" Ditching Bucket	\$ 1,310.00

3YR/3000HR Warranty	\$ 2,050.00
Hydraulic Quick Coupler for Backhoe	\$ 3,915.00

SUB-TOTAL: \$ 1,750.00

SUB-TOTAL: \$ 5,965.00

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

\$ 7,715.00

VII: TOTAL IV + VI

\$ 108,830.30

VIII: QUANTITY ORDERED UNITS:

1

\$ 108,830.30

IX: TRADE-IN OR OTHER CREDIT(S):

\$ 47,130.30 (\$1,000 Credit, \$26,500 Trade, \$19,630.30Q1 Discount)

\$ 47,130.30

TOTAL: \$ 61,700.00

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



ENGINE

	580 Super N	310L Tier 4 Final	580N
Engine make / model	FPT F5BFL413B	John Deere PowerTech Plus 4045HT096	FPT F5BFL413C
Emission Rating	Tier 4	not published	not published
Gross power - hp (kW)	97 (72)	not published	90 (67)
Net Power - hp (kW)	95 (74)	94 (70)	83 (62)
Rated rpm - rpm	2200	2200	2200
Net Peak Torque - lbf / ft (Nm)	334 (453)	286 (388)	306 (415)
Displacement - Inches³; (ltr)	207 (3.4)	276 (4.5)	207 (3.4)
Transmission type	Powershift	Powershift	Power Shuttle
Max speed - mph (kph)	23.6 (38)	23.2 (37.4)	24.6 (39.6)
Service brake type	Wet Disc	Wet Multi Disc	Wet Multi Disc
Front Tires 4WD	12L x 16.5	12 - 16.5 NHS	12L x 16.5
Rear Tires 4WD	17.5 L24	19.5L - 24	not published

HYDRAULIC SYSTEM

Main Pump Type	Variable Displacement Axial Piston	Gear Type Pump	Parker P330 Single Selection Gear
Backhoe Flow - gallons (US) / min (lt/min)	41.2 (156.2)	28 (106)	28.5 (108)

PERFORMANCE-LOADER

Lift Capacity to Full Height - lbs (kg)	7044 (3195)	6833 (3099)	6803 (3086)
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	580 Super N	310L Tier 4 Final	580N
Arm breakout force - lbf (kN)	11161 (49.6) Dump Cylinders	9352 (41.6)	9504 (42.2)
Loader Bucket Heaped Capacity - yd³; (m³)	1.03 (0.79)	1 (0.77)	1.03 (0.79) 82"

FIXED LENGTH DIPPER STICK

Dig Depth 2ft (0.61m) Flat Bottom - ft/in (mm)	14 ft 4 in (4370)	13 ft 10 in (4220)	14 ft 8 in (4460)
Bucket digging force - lbf (kN)	13975 (61.363) @SAE	not published	11517 (51.228)
Dipper stick digging force - lbf (kN)	8657 (38.508) @SAE	6992 (31.1)	6710 (29.484)
Dipperstick Lift Capacity @ 12' Height - lbs (kg)	5822 (2641)	not published	not published
Transport Height - ft/in (mm)	10 ft 10 in (3290)	11 ft 2 in (3420)	10 ft 10 in (3300)

EXTENDABLE DIPPER STICK (RETRACTED)

Dig depth - 0.6m (2ft) flat bottom - ret - ft/in (mm)	14 ft 4 in (4370)	14 ft 1 in (4290)	14 ft 8 in (4460)
Boom Lift - Maximum Reach - Retracted Dipper - lbs (kg)	2837 (1287) Standard	2006 (910)	not published

DIMENSIONS

Transport Length - ft/in (mm)	23 ft 5 in (7140)	23 ft 9 in (7240)	23 ft 5 in (7140)
--------------------------------------	-------------------	-------------------	-------------------



	580 Super N	310L Tier 4 Final	580N
Transport Width - ft/in (mm)	7 ft 2 in (2170)	7 ft 2 in (2180)	6 ft 10 in (2070)
Transport Height - ft/in (mm)	10 ft 10 in (3290)	not published	10 ft 10 in (3300)
Height To Top Of Cab - ft/in (mm)	8 ft 9 in (2680)	9 ft 3 in (2810)	8 ft 11 in (2720)
Wheelbase - 4WD - ft/in (mm)	7 ft 1 in (2150)	7 ft 2 in (2190)	7 ft (2130)
Turning Radius at curb 4WD brakes applied - ft/in (mm)	11 ft 4 in (3450)	11 ft 9 in (3570)	11 ft 4 in (3450)
Operating Weight 4WD - lbs (kg)	17838 (8141)	15459 (7013)	17751 (8052) •
Fuel Tank - gallons (US) (litr)	35 (132)	37 (140.1)	35 (132)

"na = Not Applicable np = Not Published This Case website contains records of competitive equipment. CNH assumes no responsibility or liability for any information, specifications, condition reports, photography, availability, pricing, taxes or duties, or warranty information of the competitive equipment. CNH is not responsible for the information contained or not contained regarding the competitive equipment. The User agrees to indemnify CNH, its officers, agents, employees, and other personnel under its control against any and all liability, expenses, attorney fees, and damages arising out of or relating to the use of any record of competitive equipment obtained from this website, including any claims alleging facts that if true would constitute a breach by the User of these terms and conditions. For more information, view our full legal terms and conditions.

ASSOCIATED SUPPLY COMPANY, INC.

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

Prepared By: Sharon Reeves
 Mobile: 817-313-8129
 Email: sreeves@ascoeq.com

Date Prepared: 1/18/2018

Government Agency: Town of Flower Mound

Ship To: Town of Flower Mound
 1101 Duncan Lane
 Flower Mound, Texas 75028

Bill To: Town of Flower Mound
 2121 Cross Timbers Rd.
 Flower Mound, Texas 75028

Contact Name: Deats Stewart
 Email: deats.stewart@flower-mound.com

Phone: (972) 874-6431
 Fax:

Product Description: 590SN 4WD T4 FINAL

BuyBoard Contract: 515-16

I. Price List Dated: 1/1/2017

Base Price: \$150,149.00

II: Base Bid Options (Itemized Below)

4WD Powershift S-Type	Standard
Front Wheels - 14x17.5, 10PR	Standard
Rear Wheels - 21Lx24 10PR (R4)	Standard
Extendahoe (EHOE)	\$ 7,673.00
Heavy Front CWT	\$ 487.00
Dual Lever Controls	\$ 123.00
Universal Mech Quick Coupler	\$ 1,218.00
24" Universal Bucket	\$ 1,445.00
Flip Over/Stabilizer Pads	\$ 942.00
Loader Bucket Hydraulic quick attach	\$ 6,081.00
Cab, 2 Door with Heat and AC	\$ 11,032.00
RADIO AM/FM/MP3	\$ 268.00
SUB-TOTAL:	\$ 29,269.00

Seat Belt, 3" retractable	\$ 86.00
Deluxe Air Susp, Cloth - Cab	\$ 487.00
4WD Drive Shaft Guard	Standard
Battery Disconnect/Jump Start	Standard
Engine ECO Mode	Standard
Auto Protection Shutdown	Standard
Standard Lights	Standard
3YR Subscription to CASE SiteWatch Telematics	Included
SUB-TOTAL:	\$ 573.00

Options List Price Total: \$ 29,842.00

III. SUB-TOTAL OF I & II

\$ 179,991.00

IV. BuyBoard Discount: 22.00% \$ 39,598.02

BUYBOARD CONTRACT PRICE: \$ 140,392.98

V: NON-BASE OPTIONS

Non-Base Options (%) =

1.5 Cu Yd Long Lip Coupler Bucket	\$ 2,800.00
ASCO Keep You Going Program	\$ 1,500.00
60" Forks	\$ 3,870.00
SUB-TOTAL:	\$ 8,170.00

3YR/3000HR Warranty	\$ 2,300.00
SUB-TOTAL:	\$ 2,300.00

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

\$ 10,470.00

VII: TOTAL IV + VI

\$ 150,862.98

VIII: QUANTITY ORDERED UNITS: 1

\$ 150,862.98

IX: TRADE-IN OR OTHER CREDIT(S): \$ 68,392.98 (\$1,000 Credit, \$23,500 Trade, \$43,892.98 Q1 Discount)

\$ 68,392.98

TOTAL: \$ 82,470.00

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



Bid Award Recommendation

Buyboard Contract 515-16

Date: 01-23-2018

Description: Rubber Tire Extendahoe Backhoe/Loaders

Qty: Two (2)

Replaces/Trade-in:

Unit #1: 9410-23 2007 Cat 416F Extendahoe backhoe w/loader

Unit #2: 9232-28 2010 Komatsu WB156-5 Extendahoe backhoe w/loader

Unit #1: Replaces unit # 9410-23

Bidder #1: ASCO Associated Supply Co. Inc. Sharon Reeves 817-313-8129

Bid: Case 580N 4WD T4 Final Extendahoe backhoe/loader

Per: Quote specs

To include but not limited to:

Stabilizer Guards

Enclosed Cab w/Heat and A/C

30 in. ditching bucket

Joystick Pilot Control

Extended warranty: 3 yr./3000 hr.

Hrdraulic Quick Coupler for Backhoe

Ride Control

24 in. universal bucket

Heavy Front CWT, (counterweight) Extendhoe

Extendahoe (EHOE)

4 wheel drive

Quantity one (1):

Unit Price: \$61,700.00

Bidder #2: RDO Equipment Co.

Justen Phillips 972-438-4699

Bid: John Deere 310L 4WD T4 Final Extendahoe backhoe/loader

Per: Quote specs

To include but not limited to:

Stabilizer Guards

Enclosed Cab w/Heat and A/C

30 in. ditching bucket

Joystick Pilot Control

Extended warranty: 3 yr./3000 hr.

Hydraulic Quick Coupler for Backhoe

Ride Control

24 in. universal bucket

Counter weights 1260#

Extendahoe

4 wheel drive

Quantity: One (1)

Unit Price: \$62,426.31

Unit #2: Replaces unit # 9232-28

Bidder #1: ASCO Associated Supply Co. Inc. Sharon Reeves 817-313-8129

Bid: Case 590SN 4WD T5 Final Extendahoe backhoe/loader

Per Quote specs

To include but not limited to :

4 wheel drive

1.5 Cu Yd long lip coupler Bucket

ASCO Keep You Going Program

60 in. Forks

Extd. Warranty: 3 yr./3000 hr.

Extendahoe

Heavy Front CWT (counterweight)

24 in. universal bucket

Loader Bucket Hydraulic quick attach

Enclosed Cab w/Heat and A/C

Auto Protection shutdown

3 yr. Subscription to CASE SiteWatch Telematics

Quantity one (1)

Unit Price: \$82,470.00

Bidder #2: RDO Equipment Co.

Justen Phillips 972-438-4699

Bid: John Deere 410L 4WD T4 Final Extendahoe backhoe/loader

Per Quote specs

To include but not limited to :

4 wheel drive

1.5 Cu Yd long lip coupler Bucket

60 in. Forks

Extendahoe

Counter Wdights 1250#

24 in. universal bucket

Loader Bucket Hydraulic quick attach

Enclosed Cab w/Heat and A/C

Quantity one (1)

Unit Price: \$85,933.38

TOTAL PRICE: (BOTH UNITS)

ASCO Case: \$144,170.00

RDO John Deere: \$148,359.69

Savings difference: \$ 4,189.60

Delivered to Town of Flower Mound Fleet Service Center

1101 Duncan Ln.

Flower Mound, Tx

It is Fleet Services recommendation to award the bid to **ASCO (Associated Supply Company, Inc.)** as the lowest responsible bidder in the amount of \$ **144,170.00** .

H. Deats Stewart

Fleet Services Manager

01-23-2018

Date



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 19, 2018

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) new Custom Armored Rescue/Response Van for Police Services from Roshel Inc, the lowest responsible bidder in the amount of \$98,500.00.

BACKGROUND INFORMATION: The Flower Mound Police Department (FMPD) requests approval to purchase of an armored rescue/response vehicle using previously awarded equitable sharing funds for the purchase. Executive Order 13688 defines a wheeled armored vehicle as “controlled equipment”, and pursuant to that Executive Order, the use of equitable sharing funds to acquire any “controlled equipment” requires an application process through the federal government. The application was submitted and later approved by the United States Department of Treasury on July 6, 2017, as shown on the attachment. The vehicle is similar to a service van used in the plumbing and air conditioning industry, non-military in appearance. The van would be taken from original equipment manufacturing (OEM) and would then be modified to provide ballistic protection throughout. This vehicle would incorporate non-visible ballistic protection for the occupants, allowing law enforcement to respond to hazardous situations that regular patrol vehicles are not equipped to handle. The deployment of this vehicle would be governed by policy as outlined by Executive Order 13688, so long as it is in effect. The procurement of this vehicle would provide a readily available means to more safely respond to hazardous incidents involving firearms, utilizing the ballistic protection of the vehicle to aid and rescue victims, and assist in neutralizing any active threat. The FMPD has identified this equipment as an excellent resource to further insure the safety and security of citizens and first responders in an effort to provide unequalled service to our community.

On November 5, 2017, a Request For Bid was issued and a notice to bidders was advertised in the Denton Record Chronicle for two consecutive Sundays. The Town received bids from three bidders and is awarding to Roshel, Inc, the lowest responsible bidder in the amount of \$96,000.00 plus Spec Option #2 for Motorola APX-7500 radio installed in unit for a cost of \$2500.00 bringing the total purchase price to \$98,500.00. This purchase is for a new vehicle and funding is through the existing IRS Equitable Sharing Funds budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$98,500.00

Proposed Expenditure:	Account Number(s):
\$98,500.00 IRS Equitable Sharing Funds	331-360-00000-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Roshel, Inc Quote
2. Town of Flower Mound Specifications with Option #2
3. Fleet Manager's Bid Award Recommendation
4. Treasury Department Authorization of Funds

DRAFT MOTION: Move to approve the purchase of one (1) Custom Armored Rescue/Response Van for Police Services from Roshel Inc, the lowest responsible bidder in the amount of \$98,500.00.



Bid

B6 Custom Armored Tactical Vehicle based on GMC Savana

Request for Quotes No. 2018-20-Q

Request for Quotes Title: Purchase of Armored Tactical Van for Police Services

Bid Ref. Number RS-01-11/27/2017

Issued to:

**Town of Flower Mound
Attn.: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028**

Issued by:

**Roshel Inc.
Roman Shimonov
roman.s@roshel.ca
+ 1 (647) 549-6475
1600 Steeles Avenue W., Suite 207,
Vaughan, ON, L4K 3B9**



November 27, 2017

Dear Sir,

Re: Roshel Inc. – Armoured Tactical Vehicle Bid

On behalf of Roshel Inc., a provider of defence solutions headquartered in Toronto, ON, Canada with this letter, we would like to thank you for your interest in Roshel products as well as introduce you our company and provide brief information on the solutions which we offer.

Roshel Inc. was established by a distinguished group of defence and security professionals with many years of experience within the global markets. Our specialization lies in manufacturing of armoured vehicles as well in provision of leading security and defence products and services from within our global network of suppliers and vendors. Our unique off-the-shelf solutions and technologies are successfully utilized by the government organizations worldwide.

In particular, we design and manufacture a wide range of armoured vehicles covering a variety of purposes. Our product range includes sedans and SUVs, cash-in-transit vehicles as well as special purpose and police vehicles, including but not limited to armored personnel carriers, command and control units, border patrol vehicles, observation and reconnaissance vehicles, vehicle-based jamming systems, etc. Our uniqueness is in offering custom solutions tailored to the needs of a particular customer.

Roshel stands for the quality of its products, therefore it only utilizes premium materials including ballistic steel, bullet-resistant glass, run-flat tires and other special components to provide uncompromised level of protection to its clients. All Roshel vehicles are tested by world's largest testing laboratories to comply with safety standards.

Enclosed please find the detailed proposal for the vehicles you expressed interest in. Should you have any questions or require additional information, please do not hesitate to contact me at (647) 549-6475 or roman.s@roshel.ca.

We look forward to hearing from you.

Your Sincerely,

Roman Shimonov
CEO
Roshel Inc.

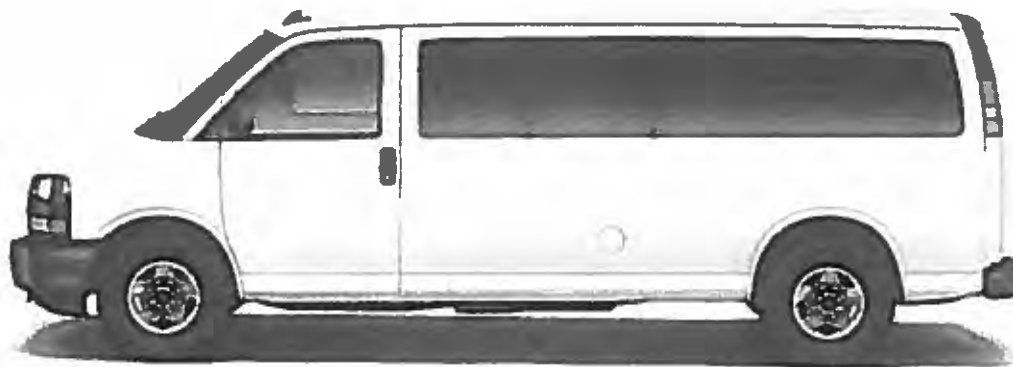




1. Base Vehicle Description

2017 GMC Savana – Extended Wheelbase

Type:	3500 EXTENDED WHEELBASE PASSENGER VAN
Engine:	Vortec 6.0L V8 SFI
Drive Train:	4X2
Transmission:	6-speed automatic heavy-duty transmission
Seating capacity:	10+2
Wheelbase:	155"
Dimensions:	length – 245", width – 80", height – 83"
Standard Features:	Air Conditioning, Convenience Package, AM/FM radio, Mp3 Player, Driver and front passenger high-back bucket seats With head restraints and vinyl or cloth trim, Warning tones, headlamp on and key-in-ignition, sliding side door and armored swing-out passenger-side door behind it.



- The photos above are for illustration purposes only. Actual vehicle may differ
- Some of the vehicle's Original equipment/functions may be removed or disabled during the conversion



2. Ballistic protection level for opaque and transparent armor:

Roshel Inc. armored vehicles have been tested by independent laboratories in North America and Europe to meet requirements set by International Ballistic standards. If required, ballistic test reports for all utilized materials from an independent institution can be provided.

Applicable Standard: (CEN/STANAG/NU)	Type of Weapon	Ammunition Description		Test conditions	
		Caliber	Mass, g	Bullet Velocity m/s	Bullet Velocity m/s
EN 1063: BR2	Handgun	9mm Luger	8.0	5.00 ± 0.5	400 ± 10
EN 1063: BR3	Handgun	0.357 Magnum	10.2	5.00 ± 0.5	430 ± 10
EN 1063: BR4	Handgun	0.44 Rem. Magnum	15.6	5.00 ± 0.5	440 ± 10
"B4+"	Rifle	7.62 x 39 AK47 M43	8.0	10.00 ± 0.5	720 ± 10
EN 1063: BR6	Rifle	7.62 x 51 M80	9.5	10.00 ± 0.5	830 ± 10
		5.56 x 45 SS109	4.0	10.00 ± 0.5	950 ± 10
STANAG 4569 Level 1	Rifle	7.62 x 51 M80	9.5	30.00	833 ± 10
	Rifle	5.56 x 45 SS109	4.0	30.00	900 ± 20
	Rifle	5.56 x 45 M193	3.5	30.00	937 ± 20
STANAG 4569 Level 2	Rifle	7.62 x 39 API BZ	7.7	10.00 ± 0.5	695 ± 10
NIJ 0108.01 Level 4	Rifle	.30-06 AP	10.8	5.00 ± 0.5	868 ± 15
EN 1063: BR7	Rifle	7.62 x 51 P80 AP	9.8	10.00 ± 0.5	820 ± 10



3. Armoring Description

- Passenger compartment: vertical surfaces (such as doors, firewall, roof pillars, quarter panels, ballistic overlaps, rear bulkhead, etc.) to provide protection against the following ammunition in accordance with EN1063 Level BR6 (NIJ III):
 - Defeats high-powered rifle fire, 7.62 x 51 M80 NATO Ball and .308 @ 2.750 fps
- Floor of the vehicle is armored to withstand the blast and shrapnel from detonation of 2 x DM51 grenades exploded simultaneously.
- All window/door apertures shall be overlapped, with bullet catchers in the door window area.
- Additional armoring installed to protect mechanical components of the vehicle:
 - Electrical battery
 - Electronic control module
- Passenger door hinges mounting points shall be reinforced to prevent the door sagging and deformation of the door pillars.
- Door travel retainers.
- The materials used in the construction of the vehicle shall be of the highest quality, and shall be tested in accordance with the ballistic protection levels specified.
- Suspension of the vehicle reinforced as necessary to compensate for the additional weight.
- All Ballistic Materials used in the construction of Roshel Inc. have been certified by an Independent Ballistic Protection Laboratory.



4. Bullet Resistant Glass

- Bullet Resistant Glass installed on the vehicle shall provide the same level of armoring as in “Armoring Description” Section above
- Bullet resistant glass shall be of the highest quality, meeting the latest industry standards:
 - o Spall protection layer on all glass
 - o Free of optical distortion
 - o No discoloration from UV rays
 - o Two year delamination warranty



5. Interior

- Original interior panels shall be modified as necessary, and reinstalled wherever design permits, to maintain vehicle’s original appearance.
- Overlaps, windshield frame, rear partition wall shall be re-upholstered using the highest quality materials and craftsmanship.
- OEM color scheme and quality.
- OEM air conditioning and heater vents shall remain operable, wherever design permits.

6. ADDITIONAL FEATURES AND ENHANCEMENTS

- Red/white LED with both white and red color options.
- Whelen Inner edge (inside windshield)
- Whelen Ion Due Red/Blue in front grill;
- Whelen Ion Trio Red/Bleu/White on LP bracket.
- LP bracket, rear
- Whelen verte white, rear tail lights
- Whelen Headlight flasher
- Whelen M4 r/h, rear top rail at corners, front qtr. Panel above wheel well.
- Console/switchbox, to allow access from driver compartment to rear compartment.
- Cencom: Sapphire control Head for lights
- Original locks are replaced with High security locks on all doors
- Reinforced door pillars and hinge mounts, to withstand the weight of the armored door
- Superior temperature insulation and noise reduction within the interior of the vehicle.
- Dual battery system with isolation switch when vehicle is not in use
- Complete kit of tire changing tools and heavy-duty jack suitable for the weight of the vehicle
- Locking fuel cap
- Digital video recording system with 3 cameras (optional)
- Burglary-resistant construction of the vault doors, designed to resist break-in attempts, such as drilling, cutting, etc.
- "Door-open" alarm system with clear view to the driver, and engine immobilizer (optional)



Price Quotation and Delivery Terms

Qty	Description	Each, USD	Total, USD
1	B6 Armored Tactical Vehicle based on GMC Savana (as per specifications above)	96,000.00	96,000.00
	Optional Equipment		
	LED Lights, Front & Rear (as per specifications above)	Included	Included
	Driver Door Operable Window		
	Upgraded Wheels Package (5x Tire/Rim/Runflat)		
	Freight:		
	Mode of transport: Land Freight	Included	Included
	TOTAL, USD, as per requirements		96,000.00

PRODUCTION TIME: 120 days
PAYMENT TERMS: as per requirements

GENERAL VEHICLE SPECIFICATIONS:

- ☒ Yes ☐ No 1. Engine: Diesel, min:6.2L turbo, (approx.: 260 hp/525 lb-ft.)
☒ Yes ☐ No 2. Fuel Capacity: extended capacity as room allows
☒ Yes ☐ No 3. Extended wheel base
☒ Yes ☐ No 4. Power Steering
☒ Yes ☐ No 5. Brakes: Heavy Duty 4-wheel antilock, 4-wheel disc
☒ Yes ☐ No 6. Air conditioning, (front and rear), separate independent controls.
☒ Yes ☐ No 7. Vinyl seat trim
☒ Yes ☐ No 8. 16 in. steel wheels
☒ Yes ☐ No 9. OEM standard audio system with CD player
☒ Yes ☐ No 10. Heavy Duty 6-speed automatic transmission
☒ Yes ☐ No 11. Heavy Duty alternator
☒ Yes ☐ No 12. Heavy Duty cooling system
☒ Yes ☐ No 13. Three (3) sets of keys and/or FOBS
☒ Yes ☐ No 14. Tinted windows

*meet or exceed
6.0 L as per
addendum No.*

ARMORING DETAILS:**a. Opaque Armor and Body:**

- ☒ Yes ☐ No 1. Five sided armoring of passenger compartment using certified ballistic steel plating to defeat high-powered rifle fire, 7.62 x 51 M80 NATO Ball and .308 ~~a~~ 2.750 fps. (meets or exceeds CEN level B6 and NIJ III).
☒ Yes ☐ No 2. Floor is to be fitted with steel blast protection to protect occupants against fragmentation from simultaneous detonation of 2 DM-51 German ordinance hand grenades or equivalent.

☒ Yes ☐ No 3. Armoring included on kick panels, front fenders, rear wheel wells, firewall, door pillars and posts.

☒ Yes ☐ No 4. Armor to consist of welded certified ballistic grade steel construction.

☒ Yes ☐ No 5. The vehicle frame, to be constructed of certified ballistic grade steel, provides overlap and backup protection for the large-surface principal impact areas such as the doors and windows.

☒ Yes ☐ No 6. Vehicle armoring shall be constructed in such a way as to ensure that a projectile following a linear or angled path shall not enter the vehicle's interior without contacting the armor material. In addition to this, the possibility of a projectile entering the vehicle's interior due to a ricochet from the armor shall also be minimized.

☒ Yes ☐ No 7. Ballistic steel used in the opaque armoring areas will be constructed using CNC laser cutting and CNC bending technology. If using a different process identify the process and explain in detail how the process meets or exceeds the precision of the CNC laser cutting and CNC bending technology.

b. : Transparent Armor:

☒ Yes ☐ No 1. All original cab portion glass shall be replaced with either curved or flat-panel ballistic glass, or any combination of the two at the manufacturer's discretion, which maximized visibility and efficiency as well as minimize operational maintenance costs.

☒ Yes ☐ No 2. Side and rear of vehicle shall have side view glasses constructed of ballistic flat-panel glasses (size and number to be determined) in steel frames to provide overlap protection while allowing visibility from inside the unit. No window(s) on side door(s). Rear doors to include windows per this spec.

☒ Yes ☐ No 3. A combination of bonded glass, Polycarbonate and Mylar are bonded together,

☒ Yes ☐ No 4. Meets or exceeds Levels CEN B6 and NIJ III ballistic protection,

☐ Yes ☐ No 5. Optical quality to address minimal distortion required.

State mfg. and model number

bid: *Isoclima Omniclear*

c. Doors:

- ✓ Yes No 1. Original cab doors will be armored from inside to maintain appearance and minimize maintenance issues involved with re-tooling of original body components.
- ✓ Yes No 2. Armoring shall be placed directly on the side 60/40 OEM doors. If the side door is sliding then there shall be an armored swing out door behind it. (see "Options Section" for additional side door).
- ✓ Yes No 3. Armoring shall be placed directly on the rear doors.
- ✓ Yes No 4. Reinforced pillars and door hinges on all doors to cope with the weight of the armoring.
- ✓ Yes No 5. Dual HD nylon door straps to reduce hinge wear at front and side passenger compartment doors. Armor overlap at all doors to prevent penetration through door posts and pillars.
- ✓ Yes No 6. Door pillars reinforced for maximum strength retention.
- ✓ Yes No 7. Heavy duty reinforced handles to provide longer life in rugged Environments.
- ✓ Yes No 8. Side and rear doors are to be equipped with door stoppers and should be able to lock open in several positions.

d. Electrical:

- ✓ Yes No 1. All standard electrical equipment of this vehicle shall be tested and modified as necessary to protect against the armoring process.
*Any failures directly related to armor upfitting are the sole responsibility of the bidder to correct the issue at no cost to the Town of Flower Mound.
- ✓ Yes No 2. Additional electrical accessories installed shall be installed by qualified personnel and shall use automotive grade electrical wiring in protective looms to ensure durability and ease of maintenance.
I.E:
3 in. red/white LED with both white and red color options.
Whelen Inner edge (inside windshield). Qty: 1 (one)
Whelen Ion Duo Red/Blue in front grill. Qty: 1 (one)
Whelen ION Trio Red/Blue/White on LP bracket. Qty: 1 (one)
LP Bracket. rear

Whelen vertex white, rear tail lights. Qty: 1 (one)

Whelen Headlight flasher. Qty: 1 (one)

Whelen M4 r/h, rear top rail at corners, front qtr. Panel above wheel well. Exact locations MUST be approved by the Town of Flower Mound Police Department prior to build. Qty: 4 (four)

Console/switchbox, to allow access from driver compartment to rear compartment.

Cencom: Sapphire control Head for lights, to be installed in console if possible.

Installed in console: ☒ Yes ☐ No

c. Interior:

- ☒ Yes ☐ No 1. All original OEM interior panels and trim in the cab area are to be resized or modified and reinstalled wherever possible to obtain as close to an original look as possible.
- ☒ Yes ☐ No 2. The rear area of the vehicle shall be paneled to provide insulation and ease of maintenance.
- ☒ Yes ☐ No 3. The passenger seating area shall be custom made to sit up to 10 passengers plus driver and 1 co-driver.
Exact seating configuration to be determined based on Town of Flower Mound Police Department preference at time of bid award. Exact configuration based on whether additional side door is available or not.
- ☒ Yes ☐ No 4. Rear of the vehicle shall be equipped with an additional A/C system. Independent controls from front A/C controls. (See: General Vehicle Specifications section, Item #6.
- ☒ Yes ☐ No 5. Rear of the vehicle shall be separated by a pull curtain. With grab straps for passengers in the rear portion of the vehicle.

f. Brakes:

- ☒ Yes ☐ No 1. Brake system must be upgraded to heavy duty application for improved performance and safety.

g. Suspension:

- ☒ Yes ☐ No 1. Vehicle must be equipped with heavy duty suspension components to provide adequate safety and improved performance and handling of the finished armored vehicle.

h. Tires and Run Flats:

- ☒ Yes ☐ No 1. Certified run flats required for reliable operating environment to maintain a lower operating temperature and guard against blowouts at all times.. The run flat must be the utmost upgrade and heavier tire combination to maintain higher load capacities and run cooler than standard units.
- ☒ Yes ☐ No 2. Certified run flats required in spare tire to match other unit tires.

i. Other Features:

- ☒ Yes ☐ No 1. Vehicle tire jack and tire iron. (upgrade required to fit additional weight of armor).
- ☒ Yes ☐ No 2. Ballistic protection preferred. Steel (if ballistic not available) protection over fuel tank
- ☒ Yes ☐ No 3. Ballistic protection for engine ECM unit and battery.
- ☒ Yes ☐ No 4. Wire mesh installed in tailpipe to prevent insertion of foreign objects.
- ☒ Yes ☐ No 5. All manuals and written information provided by vehicle mfg. shall be included at time of unit delivery.
- ☒ Yes ☐ No 6. Roof also armored to level B6/NIJ III.

j. Weights/Handling Training:

- ☒ Yes ☐ No 1. Driver training must be included in this bid to train Town of Flower Mound personnel to handle this type of vehicle with the increased weight load and change in centre of gravity position.

k. Options:Cost:

1. Full sliding door on street-side, same side location as the sliding side door on curb-side. Configuration/ requirements same as curb-side door per section "DOORS", item #2..

\$ 12,000.00

2. Whelen radio, model: Motorola APX 7500

Installed (prefer installed in console)

Installed in console:

☒ Yes ☐ No

Cost (including install cost)

\$ 2,500.00**MAINTENANCE AND SERVICE REQUIREMENTS:**

An authorized OEM manufacturer repair facility for quoted unit must be within a 150 mile radius of the Town of Flower Mound Texas Fleet Service Center. The authorized OEM repair facility must be full service and maintenance on the quoted whole unit to include any and all mounted and/or loose attachments included with the whole unit at time of sale. The approved repair facility must respond to any and all maintenance and repair complaints within a 24 hour period after the initial complaint is made by the Town of Flower Mound.

The OEM repair facility must have a service call technician(s) available to make road calls and services to the Town of Flower Mound Fleet Service Center location in the event it is in the best interest of the Town of Flower Mound or is not possible to transport unit to the OEM repair facility.

To reduce downtime the Bidder repair facility MUST respond in the quickest way possible, to include flying a technician in if necessary, in order to have the technician on site and working as quickly as possible.

WARRANTY: (State warranty term in the spaces provided below)

Be specific with warranty coverages and terms. Include any and all specified exceptions along with a thorough definition of each.

GMC Savana - Standard OEM Warranty;
Armoring performed by Rosjel - Two years or
40,000 km, whichever comes first.

ANY EXCEPTIONS TO THESE SPECIFICATIONS MUST BE NOTED.**COMMENTS:**

N/A

Town of Flower Mound Certification Form
RFQ No. 2018-20-Q Purchase of Armored Tactical Van for Police Services

Company Information

The following information must be provided in its entirety for your quote to be considered:

Company Name: ROSHEL INC.

Principal Place of Business Address: 207- 1600 STEELES AVE W.

Principal Place of Business City, State, Zip: VAUGHAN, ON, CANADA

Principal Place of Business Phone Number: +1 289 597 7595

Principal Place of Business Fax Number: +1 289 597 7596

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 772934121

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this quote have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this RFQ constitutes a contract.

The individual signing this quote certifies that he/she is a legal agent of the company, authorized to quote on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature

27-11-2017
Date

ROMAN SHIMONOV

Printed Name

CEO

Title

ROMAN.S@ROSHEL.CA

Email Address

ALTERNATE BID: *N/A*

This bid is for a low mileage/usage vehicle (Ex.: Dealer Demo) per the above 'new' vehicle specification line item requirements.

**Item: Custom Armored Tactical Vehicle (Van),
Heavy Duty 1-ton extended wheel base**

Per the line item specifications listed in the above 'new' vehicle specifications for a 'new' unit.

List (but not limited to):

Manufacturer: _____
 Model: _____
 Year: _____
 Vehicle GVWR _____
 Engine mfg.: _____
 Engine size: _____
 Body style: _____
 Mileage: _____

Does unit meet or exceed new vehicle bid specs? _____

List any and all exceptions to the above 'new' vehicle specifications in the spaces below. Add attachment to this document if needed.

The importance of the line item exception(s) will be at the discretion of the Town of Flower Mound bid review committee. These exceptions may or may not be waived based on the Town of Flower Mound bid review committee's interpretation of the importance of the line item requirement(s) to the unit's overall functionality, quality, dependability and integrity.

Identify line item number and reason for exception for each exception identified.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

N/A

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 1431, 89th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code. A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1 Name of person who has a business relationship with local governmental entity.	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3 Name of local government officer with whom filer has employment or business relationship _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a) Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.	
4 _____ Signature of person doing business with the governmental entity _____ Date	



Bid Award Recommendation

Quote #2018-20-Q
Bid # RS-01-11/27/2017

Date: 01-04-2018

Description: **New Custom Armored tactical Vehicle**

Replaces/Trade-in/New: New Decision Pkg.

Bidder : Roshel Inc.

Roman Shimonov 1-647-549-6475

Bid: New B6 Custom Armored tactical Vehicle

Per: specs and bidder Quote

To include: Spec Option #2

Motorola APX-7500 radio (install included)

Quantity: One (1)	Price per each:	\$96,000.00
	Price option #2:	\$2,500..00
	Total Price:	\$98,500.00

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

It is Fleet Services recommendation to award the bid to **Roshel Inc.** as the lowest responsible bidder in the amount of **\$ 98,500.00** .

H. Deats Stewart
Fleet Services Manager

01-08-2018
Date



DEPARTMENT OF THE TREASURY
UNDER SECRETARY FOR TERRORISM AND FINANCIAL INTELLIGENCE

EXECUTIVE OFFICE FOR ASSET FORFEITURE
1341 G ST., N.W., SUITE 900, WASHINGTON, D.C. 20005

TELEPHONE: (202) 622-9600
FAX: (202) 622-9610

REQUEST TO PURCHASE CONTROLLED EQUIPMENT

(PURSUANT TO EXECUTIVE ORDER 13688)

Name of applicant: **Flower Mound Police Department**
4150 Kirkpatrick Lane
Flower Mound, Texas 75028

Date of Request: **June 21, 2017**

Category of Requested Controlled Equipment: **Armored Vehicles, Wheeled**

Amount requested: **\$135,000.00**

The applicant has addressed all the 11 elements required to use Department of the Treasury, Equitable Sharing funds to purchase, either in whole or in part, an item(s) of "Controlled Equipment."

The applicant must abide by all required special conditions and certifications to include:

- 1) Adoption of required written policies and protocols governing general policing standards and specific controlled equipment standards, or will adopt those protocols before physical acquisition or purchase of controlled equipment or transfer of funds; and
- 2) Provide required training to ensure that its personnel are appropriately trained and that training meets the specified requirements before physical acquisition or purchase of controlled equipment or transfer of funds.
- 3) Requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other Controlled Equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available upon request.
- 4) Requirement that no equipment listed on the Controlled Equipment List that is purchased using equitable sharing funds may be transferred or sold to a third party, except as described in the Recommendations Pursuant to Executive Order 13688 (May 2015).

The applicant understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approvals using equitable sharing funds.

Approved: _____

John Farley
Director

7/6/17

Date



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 19, 2018

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) 2019 Freightliner Chassis and (1) Pro-Patch Pothole Patcher for the Public Works Street Services Department from Freightliner of Austin in the amount of \$150,470.00.

BACKGROUND INFORMATION: The Public Works Street Services Department is requesting the purchase of one (1) New 2019 Freightliner Chassis and (1) Pro-Patch Pothole Patcher in the amount of \$150,470.00 through BuyBoard Cooperative Contract CE No 521-16. This equipment purchase was approved in the Fiscal Year 2017-2018 Vehicle Equipment Replacement Fund (VERF) budget and replaces unit #9224-07.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$150,470.00

Proposed Expenditure:	Account Number(s):
\$150,470.00	565-450-84500-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Chassis Quote
2. Pro-Patch Quote
3. Fleet Manager's Bid Award Recommendation

DRAFT MOTION: Move to approve the purchase of one (1) 2019 Freightliner Chassis and (1) Pro-Patch Pothole Patcher for the Public Works Street Services Department from Freightliner of Austin in the amount of \$150,470.00.



H.D. Industries, Inc.

Pro-Patch Pothole Patcher

P.O. Box 8250 / Jacksonville, TX 75766 / (903) 586-6126 / www.pro-patch.com

January 4, 2018

TOWN OF FLOWER MOUND

Attn: Deats Stewart

Deats.Stewart@flower-mound.com

972-874-6431

Flower Mound, TX.

Dear Mr. Stewart:

Thank you for requesting information on the Pro-Patch Asphalt Pothole Patcher. I appreciate your interest and am sending the following quote on our most commonly purchased unit. This includes options recommended for a well equipped unit. However, you can add or delete items to best suit your needs. This unit is available based on our Buyboard Contract #424-13

1. Basic Model TCM 425-80-DHE	\$49,900.00
Options:	
1. Hydraulic Bi-Fold Steel Fold Top Doors.....	2,950.00
2. 25 CFM Hydraulic Air Compressor	3,840.00
3. 50 Gallon Frame Mounted LP Gas Bottle.....	1,400.00
4. 1.25 Cubic yard 30" Spoils Bin	1,995.00
5. Secondary Auger Motor.....	1,600.00
6. Hydraulic Rear Lift Platform with Pavement Breaker Mount	2,695.00
7. Stanley BR45 Pavement Breaker.....	2,680.00
8. Hydraulic Tool Line Hose Reel with 25 Ft. Hose.....	1,410.00
9. Diesel Fuel Hose Reel with 20 Ft. Hose.....	350.00
10. Air Line Hose Reel w/ 20ft of Hose	400.00
11. 8 Gallon Drip & Waste Oil Tank.....	375.00
12. 10 Gallon Water Tank with Rust Proof Liner.....	375.00
13. Superior Signal SRTA16 Arrowboard.....	1,495.00
14. Meteorlight SY2000 Strobe Light	305.00
15. Backup Camera SYCS7LCD66	495.00
16. Rectangular 6.5" Oval Tail Lights	500.00
17. 18" x 46" Work Deck.....	995.00
18. Two (2) Asphalt Lute/Shovel Holders	230.00
19. Muncie or Chelsea Hot Shift PTO.....	1,963.00
20. Grill Mounted Strobe Lights.....	Included
21. Electronic Engine Throttle Control.....	362.00
22. Color: Black	<u>Included</u>
Total for Pot Hole Patcher	\$76,315.00
Delivery and 2 days training	<u>\$1,145.00</u>
TOTAL.....	<u>\$77,460.00</u>

Please note this unit requires a 33,000 GVW truck.
Delivery in 120-150 days after receiving purchase order.

Sincerely,



H.D. Industries, Inc.

Pro-Patch Pothole Patcher

P.O. Box 8250 / Jacksonville, TX 75766 / (903) 586-6126 / www.pro-patch.com

Harold Dillingham ~ President



Bid Award Recommendation

Buyboard Contract CE #521-16,

Date: 01-12-2018

Description: **Pot Hole Patcher complete**

Replaces/Trade-in: 9224-07

Bidder #1: Freightliner of Austin

Kevin Krieg 512-389-0000

Bid: 2019 Freightliner M2 106 Conventional Chassis
Per the quote specs

Chassis price: \$72,610.00

To include: **H. D. Industries, Jacksonville, Tx Harold Dillingham 903-586-6126**

Bid: Pro-Patch Model TCM 425-80-DHE
Per the quote specs

Pro-Patch price: : \$77,460.00

Quantity: One (1) chassis unit, One (1) Pro-Patch pot hole patcher unit

Total Price (chassis + pothole patcher}: \$150,470.00

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

It is Fleet Services recommendation to award the bid to **Freightliner of Austin, Tx.**
as the lowest responsible bidder in the amount of \$ **150,470.00**.

H. Deats Stewart
Fleet Services Manager

01-12-2018
Date



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 19, 2018

FROM: Lori Gosser, Court Administrator

ITEM: Consider approval of a resolution to enter into an Interlocal Agreement with the Texas Department of Motor Vehicles (TxDMV) for the continuation of the Scofflaw program, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Scofflaw program is authorized by the Texas Transportation Code, Section 702.003. Under the Scofflaw program, if a defendant fails to resolve a traffic violation, the license plate for the defendant's motor vehicle will be flagged which may prevent the defendant from renewing the registration for that vehicle until the outstanding delinquency is resolved. The Scofflaw program is another tool used to compel compliance from delinquent defendants.

On January 5, 2011, the Town of Flower Mound and TxDMV entered into an Interlocal Scofflaw Agreement. The agreement currently held with TxDMV is hereby terminated effective January 5, 2016. This agreement will allow for the continuation of the scofflaw program. The agreement will remain in effect for five years from the date this contract is executed by the state. This agreement may be terminated at any time by either party upon thirty (30) days written notice to the other parties.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:

Account Number(s):

\$1,600.00

100-650-56000-5110

FINANCE REVIEW BY: Debra Wallace, Deputy Town Manager /CFO *DW*

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

ATTACHMENTS:

1. Proposed Interlocal Agreement
2. Resolution

DRAFT MOTION: Move to approve an Interlocal Agreement with the Texas Department of Motor Vehicles (TxDMV), including a resolution, for the implementation of the Scofflaw program, and authorize the Mayor to execute same on behalf of the Town.

STATE OF TEXAS §
COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)
Town of Flower Mound (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED. TxDMV will undertake and carry out services described in Attachment A, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment shall conform to the provisions of Attachment B, Budget.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in Attachment C Article 5 of this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDMV further certifies that it has the authority to perform the services by authority granted in Section 702.003 and in Section 707.017 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated Feb. 19, 2018, has authorized the Local Government to obtain the services described in Attachment A.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Resolution or Ordinance, Attachment E, Contact Information, and Attachment F, Account Information.

Town of Flower Mound (Name of Local Government)

By _____ Date Feb. 19, 2018

AUTHORIZED SIGNATURE

Thomas E. Hayden

TYPED OR PRINTED NAME AND TITLE

Title

Mayor

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

By _____ Date _____

Director, Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

ATTACHMENT A
Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the local government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.

Place "flags" on vehicle records based on data submissions received from Local Government containing "flag" request codes.

2. Remove "flags" from vehicle records, based on data submissions received from Local Government, containing "clear" request codes.

Local Government shall:

1. Provide data submissions to TxDMV in accordance with TxDMV specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records and clears (removal) of flags. Due to changing technology, these specifications will be distributed by TxDMV to the local governments on September 1st of every year.
2. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting inquiries.

ATTACHMENT B**Budget**

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 217.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
PO Box 5020
Austin, TX 78763-5020

- A. If the Local Government chooses to establish a "Pay On Demand" account, the applicable payment of fees must be made each time a request to probe (search/inquiry), place or remove "flags" from motor vehicle records is submitted to TxDMV. An account will be opened to hold the \$500.00 (or greater) initial deposit.
- B. As an alternative, if the Local Government chooses to establish a non-interest bearing escrow "Prepaid Account" with TxDMV, upon agreement between the Local Government, TxDMV and payment of applicable fees, as described below, TxDMV will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by TxDMV and provided herein.

A deposit of at least \$500.00 shall be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account shall be established with TxDMV prior to submission of probes (inquiries), or placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The \$500.00 minimum balance, to be maintained in the escrow account, may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

An escrow account balance statement will be provided by TxDMV each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

If the balance in the non-interest bearing escrow account falls below the \$500.00 minimum balance, TxDMV may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the \$500.00 minimum balance.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

Any contractual or administrative disputes regarding the contract will be resolved pursuant to Texas Government Code Chapter 2001.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDMV under this contract will be owned by TxDMV.

Article 5. Termination

This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Demand" account or a "Prepaid Account" as described in Attachment B shall be refunded to the Local Government following settlement of any outstanding processing fees.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Attachment 1

ATTACHMENT D

Resolution or Ordinance

On the 19 day of Feb., 20 18, the Town of Flower Mound City/Town
Council passed Resolution No. _____, hereinafter identified by reference,
authorizing the City's participation in the Program.

ATTACHMENT E

Contact Information

Technical assistance regarding probes, placing and removing of "flags" from motor vehicle records or information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR_Scofflaw@txdmv.gov.

ATTACHMENT F
ACCOUNT INFORMATION

IT SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number For Department Use Only
Type of Account Requested: ☒ "Prepaid" Account ☐ "Pay On Request" Account		
DATE:	ATTN: (Name and Telephone Number of Person Responsible For Account)	
ACCOUNT NAME:		
BILLING ADDRESS:		
ATTENTION: (Name and Mailing Address of the Person Responsible for Sending and Receiving Files.) Loei Gossner MAILING ADDRESS: 4150 Kierkpatrick Ln. Flower Mound, TX 75028		
E-MAIL ADDRESS: (For Contact Purposes By E-mail) Loei.gossner@Flower-mound.com		
BUSINESS TELEPHONE NUMBER:		BUSINESS FAX NUMBER:
972-874-3374		972-874-3379
For Department Use Only Escrow Amount Date Agreement Signed _____ Account Terminated/Canceled Non-Payment User Request Account Number		

ATTACHMENT 2

TOWN OF FLOWER MOUND

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER, TX, APPROVING AN INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FLOWER MOUND AND THE TEXAS DEPARTMENT OF MOTOR VEHICLES RELATING TO MOTOR VEHICLE REGISTRATION REFUSAL PURSUANT TO SECTION 702.003 OF THE TEXAS TRANSPORTATION CODE.

WHEREAS, the Town Council of the Town of Flower Mound (Town) desires to collect outstanding monies owed the Town; and,

WHEREAS, under Section 702.003 of the Texas Transportation Code, the Department of Motor Vehicles under a city scofflaw contract may refuse to register a motor vehicle if the owner of the vehicle has an outstanding warrant on a complaint that involves the violation of a traffic law;

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

SECTION 1

The Town hereby approves entering into an interlocal governmental agreement between the Town of Flower Mound and the Texas Department of Motor Vehicles, more specifically described at the "Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records," relating to the collection of outstanding monies owed the Town of Flower Mound for unpaid moving traffic violations.

SECTION 2

This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ON THIS 19TH DAY OF FEBRUARY, 2018.

APPROVED:

Thomas E. Hayden, MAYOR

ATTACHMENT 2

RESOLUTION NO.

PAGE 2

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 19, 2018

FROM: Julie Taylor, Director of Treasury Operations

ITEM: 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.

BACKGROUND INFORMATION: The Town's current depository agreement with Chase has been in effect for five years and will expire on March 31, 2018. Under state law, a municipality can approve execute and deliver a depository services contract whose terms do not exceed five years. A legal notice of the Request For Qualifications (RFQ) was advertised in the Town's official newspaper, the Denton Record Chronicle. The Town received one proposal from Chase. The term of the proposed depository agreement will be from April 1, 2018 through March 31, 2021 and be extended for an additional two-year extension, upon approval of the Town Council and Chase.

The RPQ required each the proposer to met the following criteria: 1)Branch/location within Town of Flower Mound, 2)Demonstrated ability to provide all the required automated services and cyber security, 3) Demonstrated ability to meet service requirements, including customer service needs, now and over the term of the contract, 4)Financial condition and ability to meet the contractual and collateral requirements, 5) Experience, reputation and continuity of the institution along with its officials and services offered, 6)The price of services, and 7) The bidder's past relationship with the Town.

Chase met the criteria for the proposal and will provide the first six months analysis fees, up to \$7,200, as credits to the Town.

Estimated Montly Fees	\$	2,578
Monthly Average Earnings Credit Rate	\$	(321)
Net Montly Fees	\$	2,257
36-Month initial Contract Term	\$	81,252
One-Time Reductions - 6 month credit	\$	(7,200)
Net for Three years	\$	74,052

FISCAL IMPACT: \$19,884, net of credits

Proposed Expenditure:

\$5,965/\$13,919

Account Number(s):

100-560-50000-5110 / 200-560-52100-5110

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

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

ATTACHMENTS:

1. Proposed Resolution
2. Bank Depository Services Contract.

DRAFT MOTION: Move to approve 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.

TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND 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.

WHEREAS, during the February 5, 2018 Regular Session, the Town Council of the Town of Flower Mound, Texas, pursuant to V.T.C.A., Local Government Code Sections 105.011 - 105.014, selected JPMorgan Chase Bank (herein after referred to as "Bank") as a depository for the Town's funds for the period beginning April 1, 2018 and ending March 31, 2021; and

WHEREAS, Bank has qualified as a depository for the Town's funds in accordance with V.T.C.A., Local Government Code Section 105.031, by providing sufficient security for the Town funds to be deposited with Bank.

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

SECTION 1

That the Town Manager, Deputy Town Manager/Chief Financial Officer, or Director of Treasury Operations of the Town is hereby authorized to establish and open any checking and/or savings accounts with Bank in the name of the Town; to endorse checks and orders for the payment of money to the Town; to make deposits to any accounts in the name of the Town; to transfer funds between any accounts established in the name of the Town with Bank; and to purchase certificates of deposits and other securities or investments in the name of the Town. In addition, the Mayor of the Town is hereby authorized to sign all accompanying depository agreements.

SECTION 2

Endorsements for deposit may be by written or stamped endorsement of the Town without the designation of the party making the endorsement; and the Town hereby guarantees all prior endorsements on all checks, drafts and other similar instruments that may be deposited by it with Bank.

SECTION 3

That withdrawals in the form of checks, drafts and other orders drawn on Bank from accounts established and/or continued in Town's name with Bank under rules and regulations as from time to time prescribed by Bank and in accordance with the Agreement for Bank Services between Town and Bank, and wherein may be deposited any of the Town's funds whether represented by cash, check, notes or other evidences of debt, are hereby authorized in Town's name upon the signature of two (2) of the following authorized signers, as referenced in attached Exhibit "A":

**Jimmy Stathatos, Town Manager; or
Debra Wallace, Deputy Town Manager/Chief Financial Officer; or
Theresa Scott, Town Secretary; or
Julie Taylor, Director of Treasury Operations**

Resolution No. _____

and Bank is hereby authorized, entitled, and directed to honor and to charge Town for all such checks, drafts, and other orders for the payment of money bearing the signatures of the above authorized signers pursuant to the special instructions contained herein.

SECTION 4

Be it further resolved that Town Officers Jimmy Stathatos, Town Manager, Debra Wallace, Deputy Town Manager/Chief Financial Officer, or Julie Taylor, Director of Treasury Operations or their designee may instruct Bank by wire communication, by telephone or by any available means regarding:

- a. The payment, withdrawal, or transfer, by wire or otherwise, of funds or money deposited in Town's account(s) or to the credit of Town for the purpose of purchasing U.S. Treasury Bills or Notes, certificates of deposit or other authorized investments pursuant to the Town's investment policy, attached hereto and incorporated herein;
- b. The transfer, by wire or otherwise, of funds between different accounts of Town;

and Bank is hereby authorized and directed to honor such instructions, charge such accounts, and pay or advance such funds of Town pursuant to such instructions without inquiry into or responsibility for the application of the proceeds thereof, pursuant to instructions by said officers.

SECTION 5

That the authority herein conferred upon the officers, agents and employees herein named or those persons duly designated or appointed in writing and delivered to Bank in the manner provided herein shall not be revoked or changed, insofar as it may concern Bank, unless and until written notice of such revocation or change signed by the Mayor and authorized by the Town Council of the Town of Flower Mound, Texas, shall have been delivered to Bank by delivering same to one of its officers at its main banking office.

SECTION 6

That all things heretofore done by the officers and agents of the Town with respect to deposits, withdrawals and transfers from and to its account(s), and the execution of notes, security agreements, deeds of trust, financing statements and other instruments of encumbrance to Bank are hereby ratified as being an action binding upon the Town.

SECTION 7

That these instructions and the authority and instructions given thereby shall pass and inure to any successor of or to the assigns of Bank.

SECTION 8

That Bank, as a designated depository of the Town be, and it is hereby requested, authorized and directed to honor all payroll checks and other checks, drafts or orders for the payment of money drawn in the Town's name including those drawn to the individual order of any person or persons whose name or names appear thereon as a signer or signers thereof, when bearing or purporting to bear the facsimile signatures of at least two (2) following officers:

Resolution No. _____

Jimmy Stathatos, Town Manager, Debra Wallace, Deputy Town Manager/Chief Financial Officer, Theresa Scott, Town Secretary and/or Julie Taylor, Director of Treasury Operations, and Bank shall be entitled to honor and to charge Town for all such payroll checks and other checks, drafts or orders regardless of by whom or by what means the facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signatures resemble the facsimile specimens duly certified to or filed with the Bank by Town's Secretary.

SECTION 9

That the Town Secretary is hereby directed to certify this Resolution and Exhibit and deliver same to Bank and that Bank shall be fully protected in regarding as officers of the Town the individuals stated to be such officers in the certified statement of the Town Secretary last delivered to Bank unless and until written notice or revocation or change shall have been delivered to Bank as provided in Section 5 herein.

SECTION 10

That this Resolution shall take effect upon and from the date of passage and shall continue in full force and effect unless and until certified notice of its amendment or repeal has been received and recorded by Bank.

**DULLY PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS ON THE 19TH DAY OF FEBRUARY 2018.**

APPROVED:

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

Theresa Scott, Town Secretary

Resolution No. _____

Exhibit "A"

I, Theresa Scott, Town Secretary, Town of Flower Mound, Texas, certify that the facsimile signatures of the persons authorized in the forgoing resolution are printed and incorporated herein by reference, and that such facsimile signatures as printed or supplied herein are true and correct as of the date hereof.

I further certify that the following persons are the officers of the Town on this date and those authorized in the foregoing resolution to sign as designated officers and that the Town Council is duly authorized to designate and appoint such agents in writing as authorized in the foregoing resolution and that the signatures appearing below are the TRUE SIGNATURES OF SUCH OFFICERS.

Jimmy Stathatos, Town Manager

Debra Wallace, Deputy Town Manager/Chief Financial Officer

Theresa Scott, Town Secretary

Julie Taylor, Director of Treasury Operations

IN WITNESS WHEREOF, I have subscribed my name as Secretary and have caused the Town seal to be hereunto affixed on this 19th day of February 2018.

Theresa Scott, Town Secretary

Sworn to and subscribed before me, by the said _____, this _____ day of _____, 2018, to certify which, witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

BANK DEPOSITORY SERVICES

COUNTY OF DENTON §

KNOW ALL BY THESE PRESENTS:

THIS CONTRACT is entered into this 19th of February, 2018, effective on the 1st of April, 2018 between JPMorgan Chase Bank, N.A., hereinafter referred to as "CONTRACTOR" and the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "TOWN", acting by and through its Town Manager or his designee.

W I T N E S S E T H:

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, TOWN and CONTRACTOR do mutually contract as follows:

I.

Description of Work

- A. For the consideration hereinafter agreed to be paid to CONTRACTOR by the TOWN, CONTRACTOR shall provide nonexclusive Banking Depository and other services to TOWN, hereafter referred to as "SERVICES". The SERVICES are to be performed to the highest professional standards, in accordance with the standard of care imposed upon banks under the Uniform Commerical Code, and to conform in every respect to the following documents:
1. Town of Flower Mound Request for Qualifications 2018-18-A (hereafter "SPECS").
 2. CONTRACTOR's Proposal, inclusive of all exhibits and attachments thereto, with the exceptions and modifications to the SPECS contained as an appendix, or otherwise, within the CONTRACTOR'S proposal superseding the affected sections of the SPECS (hereafter "PROPOSAL") for the SPECS.
 3. CONTRACTOR's Documents: The following documents, executed in accordance with Town of Flower Mound Resolution 07-13 on March 4, 2013 remain in effect, as modified from time to time.
 - A. Account Terms
 - B. US Addendum to Account Terms
 - C. Certificate Regarding Accounts
 - D. Certificate of Incumbency
 - E. Business Signature Card
 - F. ACH Debit Block & ACH Transaction Review Service Terms
 - G. ACH Origination Service Terms
 - H. Addendum to Client Access Service Terms for Host-to-Host

- I. Check Deposit Return Image Service Terms
- J. Check Print Service Terms
- K. Check Returns Image Direct Service Terms
- L. Coin & Currency Service Terms
- M. Continuing Deposit Security Agreement
- N. Controlled Disbursement Service Terms
- O. Funds Transfer by Check Service Terms
- P. Image Deposit Direct Service Terms
- Q. JPMorgan Chase Client Access Service Terms
- R. JP Morgan Access Account Transfer Waiver Letter
- S. Lockbox Service Terms
- T. Positive Pay, Reverse Positive Pay, and Payee Verification Service Terms
- U. Receiver Services (eLockbox) Service Terms
- V. Standing Order Funds Transfer Instructions – ACH
- W. Standing Order Funds Transfer Instructions
- X. US Cash Concentration Service Terms (Single Entity)
- Y. Schedule A Cash Concentration Implementation Form
- Z. USD Funds Transfer Service Terms
- AA. Virtual Remit Lockbox Services

- B. All of the documents referred to in Subsection A of this Section I are made a part hereof for all purposes as though each were written word for word herein; provided, however, that in case of conflict in the language of the SPECS and/or the PROPOSAL and/or this Contract and/or any other document, the terms and conditions of this Contract shall be final and binding on both parties. The SPECS shall control if the SPECS conflict with the PROPOSAL and/or any other document; provided, however, exceptions and modifications to the SPECS contained as an appendix, or otherwise, within the CONTRACTOR'S proposal shall supersede the affected sections of the SPECS.

II. Administration

Prior to submitting CONTRACTOR's PROPOSAL and prior to signing this Contract, CONTRACTOR has become thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws, and all of the terms and conditions of this Contract. All SERVICES under this Contract shall be coordinated under, and performed to the satisfaction of the Director of Finance or his designated representative, hereinafter referred to as "Administrator".

III. Term

The term of this Contract shall commence on the date first written above and terminate on March 31, 2021, unless sooner terminated in accordance with the provisions of this Contract. March 31st shall be referred to as the anniversary date of this Contract.

This Contract may be extended for a period not to exceed two (2) additional years upon mutual written agreement and approval by both the Flower Mound Town Council

and CONTRACTOR. This Contract may be terminated by the TOWN or the CONTRACTOR by the giving of thirty (30) days prior written notice thereof, to the other party.

CONTRACTOR and TOWN herein recognize that the continuation of any contract after the close of any given fiscal year of the Town of Flower Mound, which fiscal year ends on September 30th of each year, shall be subject to Flower Mound Town Council approval.

IV. Compensation

- A. TOWN will pay CONTRACTOR for services rendered in accordance with this Contract as set out in the PROPOSAL and the SPECS.
- B. CONTRACTOR will not be entitled to reimbursement for expenses incurred under this Contract.

V. Independent Contractor

CONTRACTOR covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of TOWN; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between TOWN and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONTRACTOR.

VI. Successors and Assigns

The TOWN and CONTRACTOR each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract to the successors, executors, administrators and assigns to such other party in respect of all covenants of this Contract. Neither TOWN nor CONTRACTOR will assign, sublet or transfer their interest in this Contract without the written consent of the other. No assignment or delegation of duties under this Contract will be effective without the written consent of the TOWN. Notwithstanding anything to the contrary herein, the CONTRACTOR may assign this Contract without the prior written consent of the TOWN to a successor in interest in connection with a merger, reorganization, consolidation, or a disposition of a particular business to which this Contract relates. In the event of an assignment, the CONTRACTOR shall notify the TOWN, and the TOWN shall have the right to immediately terminate this Contract.

VII.
Indemnification

CONTRACTOR does hereby agree to, release, indemnify, defend and hold harmless TOWN and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of CONTRACTOR, his officers, agents, employees, subcontractors, invitees or any other person, directly arising out of or directly in connection with the performance of this contract, and CONTRACTOR will at his or her own cost and expense defend and protect TOWN from any and all such claims and demands, except to the extent such claims arise from the sole negligence or willful misconduct of TOWN, its officers, agents, employees, or subcontractors. In the event of joint or concurrent negligence of CONTRACTOR and TOWN, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, unless otherwise, mutually agreed by CONTRACTOR and TOWN. Nothing in this paragraph is intended to waive any governmental immunity available to TOWN under Texas law or waive any defenses of CONTRACTOR or TOWN under Texas laws. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party versus TOWN or CONTRACTOR. The Contractor and the Town agree that the Contractor will not be liable for any special, indirect or consequential damages of any kind whatsoever even if advised of the possibility thereof. CONTRACTOR'S liability for indemnification hereunder shall be invoked only to the extent that (i) the claimed damages, losses, and expenses are directly due to the negligence of the CONTRACTOR and/or its subcontractors; and (ii) CONTRACTOR'S indemnification obligations shall not exceed an amount, in the aggregate, over the term of the Contract, an amount that exceeds one time (2) times the average annual revenues received by CONTRACTOR from the TOWN under the Contract;

VIII.
Termination

TOWN may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to CONTRACTOR, with the understanding that all services being terminated shall cease upon the date specified on such notice. TOWN shall equitably compensate CONTRACTOR in accordance with the terms of this Contract for the SERVICES properly performed prior to the date specified in such notice, following inspection and acceptance of such charges by TOWN. CONTRACTOR shall not, however, be entitled to lost or anticipated profits should TOWN choose to exercise its option to terminate. Payment will be made for reasonable charges for such services rendered by CONTRACTOR until the date of termination and subsequently accepted by TOWN, if any.

IX.
Applicable Law

This 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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

X.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, 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.

XI.
Headings

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

XII.
Entire Agreement

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

XIII.
Monies Withheld

When TOWN has reasonable grounds for believing that a meritorious claim exists against CONTRACTOR or TOWN arising out of the negligence, error or omission of CONTRACTOR or CONTRACTOR's breach of any provision of this Contract, then TOWN may withhold payment of any amount otherwise due and payable to CONTRACTOR under this Contract. Any amount so withheld may be retained by TOWN, for that period as it may deem advisable to protect TOWN against any loss and TOWN may, after written notice to CONTRACTOR, apply such money in satisfaction of any claim(s). This provision is intended solely for the benefit of TOWN, and no other person or entity shall have any right against TOWN by reason of TOWN's failure or refusal to withhold monies. No interest shall be payable by TOWN on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of TOWN.

XIV.

Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONTRACTOR shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. In this regard, CONTRACTOR shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Town of Flower Mound, upon request, for purposes of evaluating compliance with this and other provisions of the Contract. Notwithstanding anything to the contrary herein, CONTRACTOR will allow the Town's auditors and independent public accountants, including where state or federal assistance is involved, state and federal auditors identified by the Town, reasonable access during normal working hours to the bank records of the Town as reasonably required in connection with their examination of the books and records specifically pertaining the Town's accounts, use of funds and services provided by CONTRACTOR to the Town. Any access or examination will be: requested in writing; specifically describe the scope and records required; mutually agreed upon as to time and scope; and subject to CONTRACTOR'S security procedures and record retention policies. CONTRACTOR may impose reasonable restrictions on the number of individuals allowed access, the frequency and length of access, and the scope of the records made available.

XV.

Notices

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for TOWN, to:

Ms. Julie Taylor,
Director of Treasury Operations
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

If intended for CONTRACTOR, to:

Glenn Forbes
Vice President Government Banking
JPMorgan Chase Bank, N.A.
420 Throckmorton, Suite 400
Fort Worth, TX 76102

XVI.
Default

TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONTRACTOR, or, if at any time during the term of this Contract, CONTRACTOR 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 CONTRACTOR shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. 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, the cost to TOWN of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONTRACTOR hereunder, CONTRACTOR shall be liable for and shall reimburse TOWN for such excess.

XVII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any 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.

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

XVIII.
Changes

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

XIX.
Performance of Work

CONTRACTOR, its associates and employees, shall perform all the work called for in this Contract. CONTRACTOR covenants and agrees that all of its associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract.

XX.
Conflict of Interest

CONTRACTOR covenants and agrees that CONTRACTOR 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 CONTRACTOR pursuant to this Contract will be conducted by employees, associates or subcontractors of CONTRACTOR. Notwithstanding anything to the contrary herein, the TOWN acknowledges that CONTRACTOR and its affiliates may be providing treasury services, debt financing, equity capital or other services (including financial advisory services) to other companies, organizations or governmental entities with which the TOWN may have conflicting interests. CONTRACTOR does not believe that the provision of such services, products or financing arrangements in the ordinary course of its business to any such entity would interfere with its ability to provide the services contemplated by this Contract.

XXI.
Venue

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, unless federal jurisdiction applies.

THIS CONTRACT entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereunto set their hands by their representatives duly authorized on the day and year first written above.

JPMORGAN CHASE **Bank, N.A.**

BY _____
Glenn S. Forbes
Vice President Government Banking

BY _____
Thomas E. Hayden
Mayor

BY _____
Jimmy Stathatos
Town Manager

ATTEST:

Theresa Scott, Town Secretary

|



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: February 19, 2018

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

ITEM: Consider approval of Amendment No. 3, to the Fiscal Year 2017-2018 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2017-2018 Capital Improvement Program (CIP) Amendment 2, was approved by Town Council on January 18, 2018. Amendment No. 3 is proposed to decrease to the Utility Fund budget. The proposed CIP Amendment No. 3 for FY 2017-2018 would leave the currently adopted General Fund budget unchanged, at \$31,846,749, and the Utility Fund budgeted expenditures will decrease from \$25,955,000 to \$23,365,000.

FISCAL IMPACT:

Proposed CIP:

FY 2017-2018:	General Capital Projects	\$31,846,749
	Utility Capital Projects	\$23,365,000

Five-Year CIP Plan:	General Capital Projects	\$202,526,251
	Utility Capital Projects	\$145,855,190

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. 3 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

DRAFT MOTION: Move to approve Amendment No. 3, to the Fiscal Year 2017-2018 Capital Improvement Program.

Project Modification Listing
CIP Amendment 3

Water (Utility Funds)

- Woodbine Water Line Replacement – Add this new project, with a budget of \$410,000 of project savings.

The need for this project was discovered during the Woodbine Reconstruction Project. It will be cost effective for us to replace this line with the Reconstruction project.

Wastewater (Utility Funds)

- Wastewater Treatment Plant Rehabilitation Phase V – Defer the \$6,000,000 in Debt Sale, for construction, to next FY.

- Wastewater Treatment Plant Ultraviolet System Update – Add the new project, with a budget of \$3,000,000 (\$250,000 of Project Savings, and \$2,750,000 of 2017-18 Debt).

This project became necessary when the manufacture of the existing UV system stopped supporting this model, including manufacturing of parts. This model is popular and replacement part costs for maintenance have increased drastically.

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	0,1,2,5	-	-	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)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2017-2018
Amendment 3
02/19/2018

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
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5. Developer Agreement(s)
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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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

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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		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	-	-	-	-	-	-	-	-	-
Woodbine Water Line Replacement - NEW	-	410,000	-	-	-	-	-	410,000	410,000	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	\$ 11,145,000	\$ 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
SUBTOTAL - NEW	\$ 11,323,405	\$ 11,555,000	\$ 9,705,000	\$ 10,445,000	\$ 355,000	\$ 355,000	\$ 35,716,000	\$ 79,454,405	\$ 16,678,405		\$ 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)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE					
		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
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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 (Morriess Rd. to Windsor Dr.)	-	-	-	-	430,000	-	-	430,000	230,000	0,2	-	-	-	200,000	-	-	-	-	200,000	-	-	
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0,2	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000	
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0,2,3,5	-	-	-	2,370,000	-	-	-	-	-	-	2,370,000	
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0,2	-	-	-	380,000	-	-	-	-	-	-	380,000	
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	300,000	-	300,000	-	0,2	-	-	-	300,000	-	-	-	-	300,000	-	-	
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	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 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	
Wastewater Treatment Plant Ultraviolet System Update - NEW	-	3,000,000	-	-	-	-	-	3,000,000	250,000	2	-	-	-	2,750,000	2,750,000	-	-	-	-	-	-	
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		
SUBTOTAL	\$ 13,670,785	\$ 11,480,000	\$ 9,075,000	\$ 3,785,000	\$ 685,000	\$ 2,795,000	\$ 22,110,000	\$ 63,600,785	\$ 6,400,785		\$ 10,985,000	\$ -		\$ 46,215,000	\$ 10,750,000	\$ 8,575,000	\$ 3,400,000	\$ 250,000	\$ 2,990,000	\$ 20,250,000		
		(3,000,000)						3,000,000							(3,250,000)							
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		
GRAND TOTAL UTILITY FUND	\$ 25,564,190	\$ 23,365,000	\$ 19,005,000	\$ 14,455,000	\$ 1,240,000	\$ 3,350,000	\$ 58,876,000	\$ 145,855,190	\$ 25,879,190		\$ 18,595,000	\$ -		\$ 101,381,000	\$ 17,690,000	\$ 15,825,000	\$ 12,570,000	\$ 600,000	\$ 3,340,000	\$ 51,356,000		
** Project Includes ADA Improvements		(2,590,000)						3,410,000							(3,250,000)							

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

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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	0,1,2,5	-	-	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	-	-	-	-	-	-	-	-
Stoncrest 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
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4. Decision Package
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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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

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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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
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Other Sources
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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

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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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

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FY 2017-2018
Amendment 3
??/??/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	-	-	-	-	-	-	-	-	-
Woodbine Water Line Replacement	-	410,000	-	-	-	-	-	410,000	410,000	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	\$ 11,555,000	\$ 9,705,000	\$ 10,445,000	\$ 355,000	\$ 355,000	\$ 35,716,000	\$ 79,454,405	\$ 16,678,405		\$ 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)

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 3
??/?/?/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 (Morriess Rd. to Windsor Dr.)	-	-	-	-	430,000	-	-	430,000	230,000	0.2	-	-	-	-	200,000	-	-	-	-	200,000	-	-
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.2,3,5	-	-	-	-	2,370,000	-	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	-	-	380,000	-	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	300,000	-	300,000	-	0.2	-	-	-	-	300,000	-	-	-	-	300,000	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	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
Wastewater Treatment Plant Ultraviolet System Update	-	3,000,000	-	-	-	-	-	3,000,000	250,000	2	-	-	-	-	2,750,000	-	2,750,000	-	-	-	-	-
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	\$	11,480,000	\$	9,075,000	\$	3,785,000	\$	685,000	\$	2,795,000	\$	22,110,000	\$	63,600,785	\$	6,400,785		\$	10,985,000	\$	-		\$	46,215,000	\$	10,750,000	\$	8,575,000	\$	3,400,000	\$	250,000	\$	2,990,000	\$	20,250,000
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GRAND TOTAL UTILITY FUND	\$	25,564,190	\$	23,365,000	\$	19,005,000	\$	14,455,000	\$	1,240,000	\$	3,350,000	\$	58,876,000	\$	145,855,190	\$	25,879,190		\$	18,595,000	\$	-		\$	101,381,000	\$	17,690,000	\$	15,825,000	\$	12,570,000	\$	600,000	\$	3,340,000	\$	51,356,000
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** 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. 10

CONSENT ITEM

DATE: February 19, 2018

FROM: Clay Riggs, P.E., Senior Project Engineer

ITEM: Consider approval of Change Order No. 1 for the construction of the Woodbine Street Reconstruction project, amending the contract with Tiseo Paving Company, to provide for additional substantial and final completion days, and an increase to the contract in the amount of \$392,015.03 to replace the water line; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: On August 21, 2017, Tiseo Paving Company was awarded the construction contract for the Woodbine Street Reconstruction project in the amount of \$1,937,088.50. The revised completion dates after approval of the additional substantial and final completion days provided with this change order will be July 21, 2018, for substantial completion and September 19, 2018, for final completion. Change Order No. 1 also provides for storm drain adjustments due to a conflict with the new sanitary sewer line, reconciles bid items based on actual quantities constructed to date, and replacement of the Woodbine water line. The need for the water line replacement was discovered during construction of the Woodbine Street Reconstruction project. It will be cost effective to replace the water line with this reconstruction project. Change Order No. 1 provides for a total increase to the project in the amount of \$392,015.03 and a revised contract amount of \$2,329,103.53.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

Proposed Expenditure:	Account Number(s):
\$392,015.03	630-960-78054

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1

DRAFT MOTION: Move to approve Change Order No. 1 for the construction of the Woodbine Street Reconstruction project, amending the contract with Tiseo Paving Company, to provide for additional substantial and final completion days and an increase to the contract in the amount of \$392,015.03 to replace the water line; and authorize the Mayor to execute the same on behalf of the Town.

CHANGE ORDER 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound
 Contractor: Tiseo Paving Company
 Attn: Robert Caudill
 P.O. Box 270040
 Dallas, TX 75227-0040

Project: **Woodbine Street Reconstruction****CHANGE ORDER NO. 1**

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

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

Item No.	Description	Unit	Add/ Deduct	Quan	Unit Price	Extended Amount
P2	Traffic Control	LS	Add	0.12	\$63,000.00	\$7,560.00
P19	Remove and Reset Group Mailbox	CY	Add	1.00	\$2,500.00	\$2,500.00
P25	Adjust Water Meter, complete in place	EA	Deduct	6.00	\$400.00	(\$2,400.00)
P26	Adjust Fire Hydrant, complete in place	EA	Deduct	2.00	\$700.00	(\$1,400.00)
P27	Adjust Water Valve, complete in place	EA	Deduct	3.00	\$200.00	(\$600.00)
W5	Wastewater Lateral	EA	Deduct	2.00	\$2,200.00	(\$4,400.00)
W6	48" Wastewatermanhole	EA	Deduct	1.00	\$5,000.00	(\$5,000.00)
W8	60" Drop Wastewater Manhole	EA	Add	1.00	\$8,500.00	\$8,500.00
W15	Investigation	EA	Add	2.00	\$400.00	\$800.00
CO1A	27" RCP	LF	Add	70.00	\$150.00	\$10,500.00
CO1B	8" PVC C-900, DR-18 Water Main Pipe	LF	Add	1865.00	\$106.70	\$198,995.50
CO1C	8" PVC C-900, DR-18 Water Main Pipe by Bore and Casing	LF	Add	20.00	\$633.05	\$12,661.00
CO1D	Fire Hydrant Assembly	EA	Add	6.00	\$5,445.00	\$32,670.00
CO1E	8 Inch Gate Valve and Box	EA	Add	10.00	\$1,936.00	\$19,360.00
CO1F	Torpedo 1" Poly Water Service	EA	Add	30.00	\$2,601.50	\$78,045.00
CO1G	Water Line Trench Safety	LF	Add	1845.00	\$1.21	\$2,232.45
CO1H	Connect to Existing Water Line	EA	Add	6.00	\$4,235.00	\$25,410.00
CO1I	Abandon Existing Water Line	LF	Add	1770.00	\$1.32	\$2,336.40
CO1J	Chlorination and Testing of Water Main	LS	Add	1.00	\$2,420.00	\$2,420.00
CO1K	Cement Stabilized Sand	TON	Add	14.00	\$87.12	\$1,219.68
CO1L	Relocate Water Meter By Licensed Plumber (Final Quantity to be Determined in Field at Inspectors Direction)	EA	Add	1.00	\$605.00	\$605.00

Subtotal **\$392,015.03**

Contract Price
 Change Order No. 1
Revised Contract Price

\$	1,937,088.50
\$	392,015.03
\$	2,329,103.53

Original Substantial Completion Days

Change Order No. 1 Additional Days

Revised Substantial Completion Days**Original Final Substantial Completion Days**

Change Order No. 1 Additional Days

Revised Final Completion Days

180

70

250

240

70

310

JUSTIFICATION

Allows for bid items P19, W5, W6, W8, and W15 to be reconciled based on actual quantities.

Items P2, P25, P26, P27, and CO1B-CO1L provides for the replacement of the Woodbine water main. The need to for the water main replacement was discovered during the Woodbine Reconstruction Project. It is cost effective to replace the water main with this project.

Item CO1A provides for replacement of storm drain that was in conflict with the new sanitary sewer line.

Recommended Clay Riggs, PE, CFM 2-12-18
for Approval Clay Riggs, P.E. Date
Senior Project Engineer

Robert Caudill 2/12/18
Tesco Paving Co
Contractor Date

Approved _____
Tomas E. Hayden Date
Mayor



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: February 19, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0019 – Lakeside Crossing) to amend Planned Development District No. 153 (PD-153) by modifying the minimum building setback for the Hotel and by adding conceptual elevations and development standards for the townhomes, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 12, 2018, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

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

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

DRAFT MOTION: Move to approve a request for rezoning (ZPD17-0019 – Lakeside Crossing) to amend Planned Development District No. 153 (PD-153) by modifying the minimum building setback for the Hotel and by adding conceptual elevations and development standards for the townhomes, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: February 12, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0019 – Lakeside Crossing) to amend Planned Development District No. 153 (PD-153) by modifying the minimum building setback for the Hotel and by adding conceptual elevations and development standards for the townhomes. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is a request for a modification to the Town's regulations which necessitates special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On July 17, 2017, the Town Council approved the ordinance establishing Planned Development District-153 (PD-153) for Lakeside Crossing consisting of both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan.

The purpose of this amendment is to add conceptual elevations and written standards for the townhomes. The approved concept plan depicts 15 townhomes facing Northwood Drive. Elevations for the townhomes were not included initially, but language in the PD required the applicant to submit conceptual elevations and written standards prior to record platting the residential portion. Development standards in terms of permitted uses, specific uses, temporary uses, dimensional regulations, open space requirements and landscape standards were included in the original PD and remain unchanged. Section G for Townhome Elevations will now read as:

G. TOWNHOME ELEVATIONS.

~~Prior to the submittal of a plat application for the residential portion, approval of an amendment to the Townhome District – Single Family Attached (SF-A) section of this Planned Development District shall be required. The said amendment shall provide written standards and conceptual elevations for the Townhomes.~~

The following architectural standards shall apply to areas designated on Exhibit “C” as Townhome District:

1. The architecture of the townhomes shall be consistent with the attached Conceptual Elevations of the Townhomes, Exhibit “A”.
2. Primary building materials shall consist of a minimum of 80% of each exterior façade and shall consist of the following materials:
 - a. Stone
 - b. Stucco
3. Roofs materials shall consist of concrete (or similar) tile.
4. Each unit shall have a covered balcony with metal railing.

The choice of colors, materials and architectural style of the proposed townhomes complement the existing neighboring Lakeside DFW development. The applicants’ letter of intent provides a detailed explanation of townhome elevations and is included in the packet as Attachment (A(2)).

Modification Request:

The amendment also includes a request to modify the standards associated with minimum front yard setback for the Campus Commercial District portion of this PD. The current standard requires a minimum 60-foot front yard setback for all buildings along Long Prairie Road. With the current design of the hotel, a portion of the porte-cochere encroaches upon the required 60-foot setback. Hence the applicant is requesting to reduce the front setback to 40 feet for the hotel building only. All other development standards will remain the same. The proposed modification is written in red below:

- D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Campus Commercial District (CC) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:
1. Minimum front yard. There shall be a minimum front yard of 60 feet along major thoroughfares in the Campus Commercial District (CC) areas, **except that the hotel shall have a minimum front yard of 40 feet**, and parking may be permitted in the front yard. There shall be no minimum front yard requirement along all other roadways.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

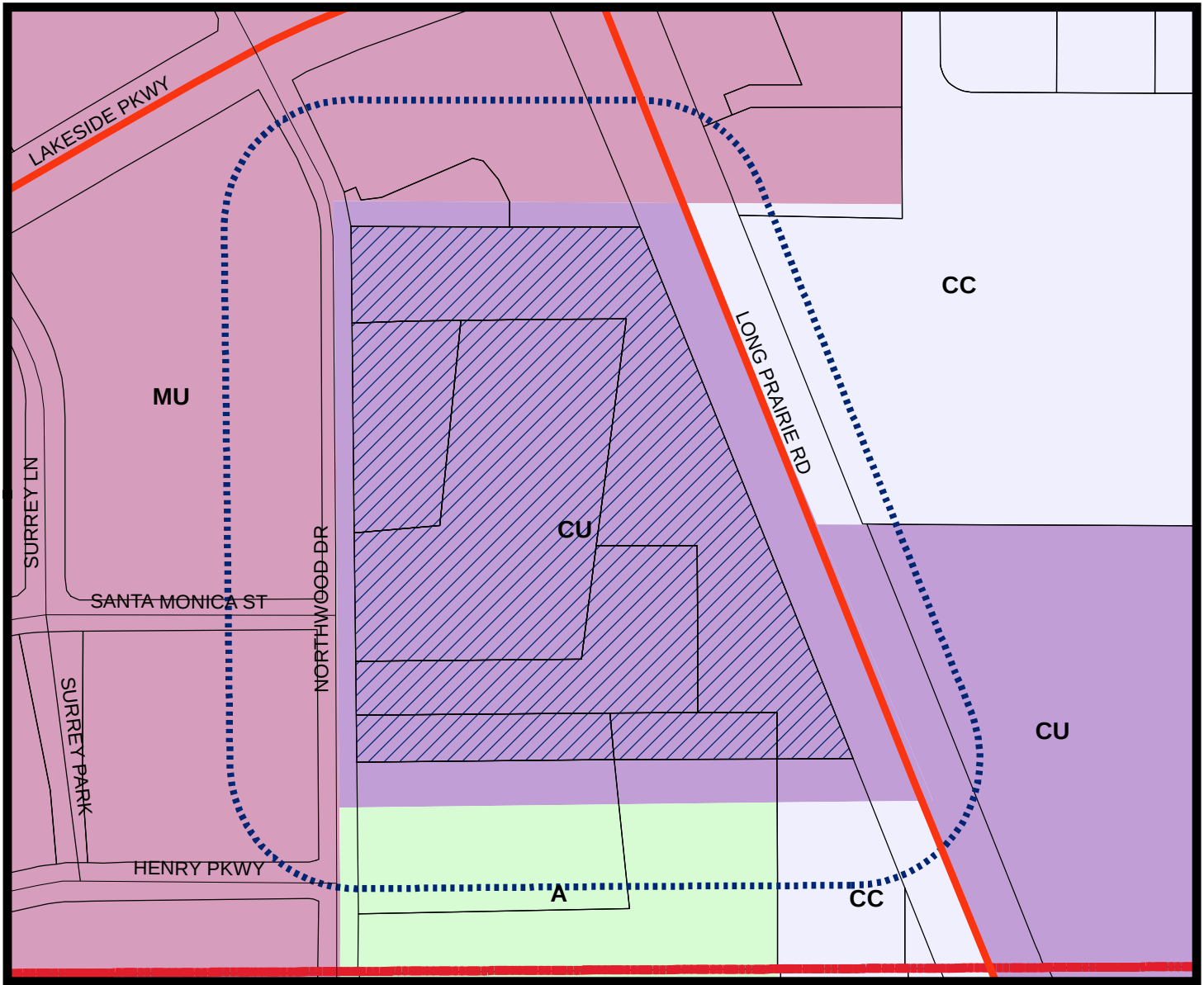
B. Application Details

1. Zoning Planned Development Exhibit



Vicinity Map

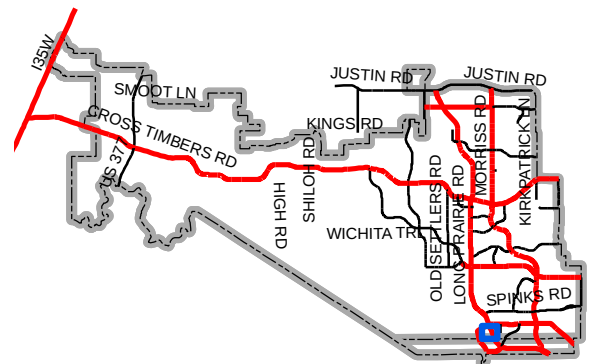
Reference Project: ZPD17-0019



LEGEND

- Agriculture
- Campus Commercial
- Campus Industrial
- Mixed Use

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

February 6, 2018

Mr. Doug Powell
Executive Director of Development Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Zoning Change Request – Lakeside Crossing PD-153 Amendment
Letter of Intent
G&A Job No. 16326B**

Mr. Powell:

Please accept this letter, on behalf of Newstream Commercial, as an explanation of the proposed amendment to PD-153 for Lakeside Crossing which was recently approved in July of this year.

Lakeside Crossing has planned for 15, rear-entry townhomes that front onto Northwood Drive and back up to the central open space area. These townhomes were included on the approved Concept Plan and the PD stipulated that Conceptual Elevations would be provided in the future. As you may recall, the architectural style of Lakeside Crossing is very distinct and is considered meritorious. We refer to this type of architecture as Contemporary Vernacular. The neighboring development, Lakeside DFW, consists of a different architectural style that is somewhat Mediterranean. In order to make Lakeside Crossing more compatible with Lakeside DFW, the choice of colors of the façade materials was important. We worked with the Town and our team's architect to select complementary colors in order to make the two projects architecturally cohesive. The proposed architecture of the townhomes will enhance the compatibility between the two developments by blending both architectural styles in a very appealing way. The purpose of this PD amendment is to provide the Conceptual Elevations and development standards for the townhomes.

The Conceptual Elevations are attached to this letter. The primary materials include stone and stucco with some siding and wood accents, which complies with the Town's Urban Design Plan. Roofs will be pitched and consist of concrete tile to tie into the roof materials in Lakeside DFW. The units are planned to be three stories and will have rear-entry garages from the alley along the east side. The front facades will face Northwood Drive.

Lakeside Crossing – Townhome PD Amendment

February 6, 2018

Page 2 of 2

This PD amendment also includes a revision in the development standards to allow for a reduced front building line along FM 2499 for the Unscripted Hotel. The front of hotel building encroaches into the required 60' front building line by less than 20'. Therefore, we are requesting to modify the front building line to be 40' for only the hotel.

Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,



Randi L. Rivera, AICP

cc: Troy Lewis, Vice President, Newstream Commercial

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A
1
FRONT ELEVATION
NOT TO SCALE



A
2
REAR ELEVATION
NOT TO SCALE



LAKESIDE TOWNHOMES



STONE
CORONADO FRENCH COUNTRY VILLA OR SIMILIAR



TILE ROOF
BORAL ROOFINC RUSTIC MADERA OR SIMILIAR



STUCCO/EIFS
CAVERN



STUCCO/EIFS
MOONSTONE



BRONZE
WINDOW, DOOR, GUTTER AND
RAILING

AREA TABULATION:		
	FRONT	REAR
PRIMARY MASONRY TOTAL	961 S.F. (31%)	720 S.F. (31%)
STONE S.F.	961 S.F. (31%)	720 S.F. (31%)
SECONDARY MASONRY TOTAL	1113 S.F. (63%)	1017 S.F. (63%)
STUCCO S.F.	1113 S.F. (60%)	1017 S.F. (60%)
DOOR/WINDOW S.F.	729 S.F.	982 S.F.
TOTAL FACADE S.F.	2803 S.F.	2719 S.F.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 25-17, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 12.0 ACRES OF LAND SITUATED IN THE J. N. TANNEHILL SURVEY, ABSTRACT NUMBER 1252; BY MODIFYING THE MINIMUM BUILDING SETBACK FOR THE HOTEL; AND BY ADDING CONCEPTUAL ELEVATIONS AND DEVELOPMENT STANDARDS FOR THE TOWNHOMES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 12.0 acres of land situated in the J. N. Tannehill Survey, Abstract Number 1252, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 25-17 for Planned Development District No. 153 (PD-153); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on February 12, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 19, 2018, with respect to the proposed Zoning Planned Development amendment as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

12.0 acres of land situated in the J. N. Tannehill Survey, Abstract Number 1252, Denton County, Texas.

Exhibit "B," entitled "Development Standards," for Planned Development District No. 153 (PD-153), as amended, is hereby amended in part by the amendment of Paragraph I (D) (1), entitled "Dimensional Regulations," to read as follows:

"D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Campus Commercial District (CC) in the Town's Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum front yard. There shall be a minimum front yard of 60 feet along major thoroughfares in the Campus Commercial District (CC) areas, except that the hotel shall have a minimum front yard of 40 feet, and parking may be permitted in the front yard. There shall be no minimum front yard requirement along all other roadways.

Exhibit "B," entitled "Development Standards," for Planned Development District No. 153 (PD-153), as amended, is hereby amended in part by the amendment of Paragraph II (G), entitled "Townhome Elevations," to read as follows:

"G. TOWNHOME ELEVATIONS. The following architectural standards shall apply to areas designated on Exhibit "C" as Townhome District:

1. The architecture of the townhomes shall be consistent with the attached Conceptual Elevations of the Townhomes, Exhibit "A".
2. Primary building materials shall consist of a minimum of 80% of each exterior façade and shall consist of the following materials:
 - a. Stone
 - b. Stucco
3. Roofs materials shall consist of concrete (or similar) tile.
4. Each unit shall have a covered balcony with metal railing.

Exhibit "F" to Ordinance No. 25-17, is hereby amended to add conceptual elevations for the Townhomes, attached as Exhibit "A" hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 25-17 for Planned Development District No. 153 (PD-153), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of

ORDINANCE NO. _____

Page 3

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

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

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

SECTION 7

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2018.

APPROVED:

Thomas E. Hayden, **MAYOR**

ORDINANCE NO. _____

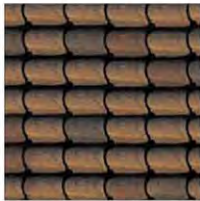
ATTEST:

Theresa Scott, **TOWN SECRETARY**

BRONZE
WINDOW, DOOR, GUTTER AND
RAILING



STONE
CORONADO FRENCH COUNTRY VILLA OR SIMILIAR



TILE ROOF
BORAL ROOFINC RUSTIC MADERA OR SIMILIAR



STUCCO/EIFS
CAVERN



STUCCO/EIFS
MOONSTONE



A FRONT ELEVATION
NOT TO SCALE



A REAR ELEVATION
NOT TO SCALE

AREA TABULATION:

	FRONT	REAR
PRIMARY MASONRY TOTAL	961 SF. (31%)	720 SF. (31%)
STONE SF.	961 SF. (31%)	720 SF. (31%)
SECONDARY MASONRY TOTAL	1113 SF. (63%)	1011 SF. (63%)
STUCCO SF.	1113 SF. (63%)	1011 SF. (63%)
DOOR/WINDOW SF.	729 SF.	992 SF.
TOTAL FACADE SF.	2803 SF.	2719 SF.



LAKESIDE TOWNHOMES



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: February 19, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Consider approval of a request (MISC17-0008) for a waiver to the one-year waiting period required after denial of a rezoning request by the Town Council in order to allow acceptance of a new zoning application for the same property, as outlined in Section 78-154, "Action by Town Council," of the Code of Ordinances. The property is generally located south of FM 1171 and west of High Road. *(The Planning and Zoning Commission denied this request by a vote of 6 to 0 at its January 8, 2018, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Attachment 2 includes correspondence which was received by the Planning Services Division after the posting of the January 8, 2018, P&Z packet and provided to the commissioners at the meeting.

Per Section 78-154, an applicant may appeal a denial of a waiver request by P&Z to the Town Council by filing a request in writing with the Town within ten days of the denial. The decision of the Town Council regarding the waiver request shall then be final. In this case, the applicant for the Serenity development has chosen to exercise his right to appeal and has submitted the written request in a timely manner (see Attachment 1).

ATTACHMENTS:

1. Letter of Appeal from Applicant
2. Additional Correspondence
3. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request (MISC17-0008) for a waiver to the one-year waiting period required after denial of a rezoning request by the Town Council in order to allow acceptance of a new zoning application for the same property, as outlined in Section 78-154, "Action by town council," of the Code of Ordinances.

January 17, 2017

TO: Town of Flower Mound
Planning Department
ATTN: Doug Powell, Tommy Dalton, Chuck Russell, Cindi Price

FROM: Ron Crosby
Ridinger & Associates
Rembert Enterprises, Inc.

SUBJECT: Waiver Request (Appeal Planning and Zoning Denial of a Waiver Request
for Serenity Project)

This is a request to appeal the Monday, January 8, 2018 Planning and Zoning Commission's decision, to allow us to resubmit a Zoning application within 1 year (waiving the one-year waiting period) of the denial by Town Council for the Serenity Project ZPD16-0007.

Circumstances surrounding the property have changed sufficiently to warrant acceptance of a new application.

The changes are as follows:

1. Lot count will change from 16 lots to a maximum of 13 lots.
2. We will attempt to use existing agricultural 2 acre zoning; if the 2 acre zoning cannot be used, a ZPD will be required. In this case our minimum lot size will be 1.75 acres.
3. Open space will change from 53% or 15 acres to 0% or 0 acres. We will maintain the required buffer along High Road per Town's standards.
4. Upland Habitat will be mitigated per the Town's ordinance.
5. Five to 12% slope impacts will be addressed in our new Zoning Planned Development (ZPD) or Development Plan (DP) applications.
6. Preserving View Corridors and Scenic Vistas are not applicable for agricultural 2 acre zoning.

Respectfully submitted,

Ron Crosby, Property Owner
Ridinger & Associates, Applicant
Rembert Enterprises, Inc., Developer

From: Acermovers
Sent: Monday, January 8, 2018 12:13 PM
To: planning
Subject: Serenity Development.

Dear Planning Commissioners, Town Council & Mayor,

As concerned neighbors of a High Road subdivision, we are opposed to the proposed cluster development located at 2801 High Road. We respectfully asked for our voices to be heard not because we are anti-growth, but because we are enthusiastic supporters of smart, planned urban development. Our most compelling reasons include: 1) When we first remodeled our home in this area, we were forced to follow and maintain the rural feel of the area and ecological values. 2) This is an inappropriate use of large scale development in an Area of Stability. 3) The proposed rezoning is inconsistent with safety and general welfare of those living in this community. 4) The neighborhoods surrounding the property will witness a dramatic increase in traffic. Furthermore, 5) the proposed rezoning is inconsistent with Ordinance No. 64-13 that allows for cluster developments Cross Timbers Conservation Development District. For the aforementioned reasons we urge you to listen to our concerns regarding this matter before making your decisions. I hope and i pray we can agree in a decision that will be acceptable to all the parties involved. Thank you, Javier and Adriana Araya

From: Ciara Berry
Sent: Monday, January 8, 2018 10:31 AM
To: Cindi Price; planning
Subject: MISC17-0008 OPPOSITION

We are strongly opposed to the waiver request for the proposed Serenity development application. This project has been in the works for a year and a half, and there was ample time to make changes and adjustments to the design, not just in the two days after the TC denial and the developer's request for this waiver. The developer is inconsiderate to the neighbors, the neighborhood, and the CTCDD. Nothing has changed to the property, and any design changes should have been in response to the input received at the two public meetings, both of which they ignored every suggestion. My family and I urge you to deny this request.

Ciara and Will Berry
3357 Rolling Hills
Flower Mound

From: jennifer christmas
Sent: Monday, January 8, 2018 11:30 AM
To: Cindi Price; planning; Chuck Russell
Subject: Opposition to Serenity development/Waiver request

To whom it may concern,

Please distribute to your P & Z committee for this evening's meeting.

I am writing to show my extreme opposition to the waiver request MISC17-0008 to the one year waiting period required after denial of the rezoning request of the Serenity development off High road.

I am very disappointed after all the communication and support our community has shown that we are now up against this. So many things this developer has done already should make this an easy decision for the town council to deny.

Some of these things include the improper notification to our residents of the first neighborhood meeting as well as the lack of acknowledgement of our concerns that were made clear in the first meeting. We went several months with no improvements from the developer or interest to our concerns.

I intend to keep close watch on the proceedings and hope that the town takes our disputes into consideration.

Thank you for your support in advance.

Regards,
Jennifer and Jason Christmas
3443 Shady oaks drive
Flower mound 75022

From: Sandy Fambrough
Sent: Friday, January 5, 2018 9:39 AM
To: Chuck Russell; planning; Cindi Price
Subject: Opposition to Waiver Request MISC17-0008

I am writing to express my opposition to this waiver request.

The applicant/developer has previously disregarded the rules by failing to properly notify the public, not displaying the required signage and illegally clearing trees. This application was previously denied by both P&Z and Town Council with NO support from the neighbors or the town residents in general. It is unlikely that the applicant/developer has made sufficient changes that would now be supported by neighbors/residents.

I urge you all to listen to the residents.

Thank you

Sandy Fambrough
4105 Spring Meadow Lane
Flower Mound, TX 75028

From: sherryfincher
Sent: Monday, January 8, 2018 2:02 PM
To: Chuck Russell; Cindi Price
Subject: Opposition to Waiver Request MISC17-0008

Chuck and Cindi,

First Happy 2018!

Second, please distribute the communication below to P&Z Commissioners to consider prior to the meeting today (Monday, January 8, 2018). Also, I would be very appreciative if you could kindly confirm receipt of my email and notify me of the distribution when it occurs if possible.

Dear Planning & Zoning Commissioners,

I strongly oppose the waiver request MISC17-0008 to the one-year waiting period required after denial of a rezoning request ZPD16-0007 (CTCDD Cluster development "Serenity" off of High Road) on November 20, 2017.

The developer's fifth and last revision to the initial application was submitted to the Town's Planning department on October 2, 2017. Considering the initial application was on June 20, 2016, the developer had ample time to react to any circumstances surrounding the property that may have changed.

Regardless of any circumstances that the developer may claim have changed, I do not believe the developer should receive further consideration in the form of a waiver or otherwise at this time for the following reasons:

During the initial application process just completed on November 20, 2017 the developer seemed to disrespect the process that is in place and was established to ensure the perspective thru the lens of all stakeholders was considered. The developer's action make it appear as though the developer is very dismissive of the concerns of stakeholder's other than the developers. Some of these actions included failing to properly and timely notify other stakeholders in the neighborhood of the 1st neighborhood meeting and posting zoning change request signs on the property as required. These actions, whether intentional or not act to circumvent the purpose of the established process and can result in harm to other stakeholders.

Further the developer illegally graded and cleared trees in ESAs of Upland Habitat and Topographical Slope during the application process, for which the property owner was issued a citation. If these illegal changes to the land are the substance of any waiver request they should be disallowed and excluded due to the fact that the changes lacked the required approvals and were therefore unapproved and damaging changes that should not result in special privilege.

The developer appears to maintain a double standard whereby there is the expectation that others should be responsive to the requests of the developer, yet the developer is unresponsive to the rights and requests of others. For example- the developer failed to respond to concerns expressed by Town staff and neighborhood stakeholders, even after about a years worth of opportunity to do so. I presume

the developers lack of sincere participation in the established process is at least part of the root cause in the unanimous denial of his application at every level.

One should not get a "do-over" simply because they failed to follow well published and accessible rules. "Ignorance is no excuse." The developer must be required to play by the rules. Otherwise the result may be unintentional bias toward the developer to the detriment of others.

To grant a waiver to the one-year waiting period required after denial of a rezoning request ZPD16-0007 (CTCDD Cluster development "Serenity" off of High Road) would be inequitable and a waste of taxpayer funds without material and substantial evidence of changes to the property where the changes have not already been considered in substance and were unknown or non-existent at the time of the initial consideration. Any changes presented by the developer for consideration should be independently verified prior to consideration as the developer has a history of misrepresentation by omission of critical facts and otherwise.

Thank you in advance for your careful consideration.

Respectfully,

Sherry L. Fincher
3933 Sunnyview Lane
Flower Mound, TX 75022

From: Kathleen

Sent: Monday, January 8, 2018 11:38 AM

To: Chuck Russell; planning; Cindi Price

Subject: Opposition to Waiver Request MISC17-0008; please distribute to the P&Z Commissioners before the meeting Monday, January 8, 2018

Dear Planning & Zoning Commissioners,

I'm puzzled and disheartened about the developer's aggressive pursuit of a request to have the one-year waiting period waived for the "Serenity" development off High Road.

The rezoning request was denied November 20, 2017. Why would he receive special considerations?

He has broken the rules (such as illegally clearing trees), disregarded the Planning Department's comments, disrespected the many residents' concerns that were voiced in the public meeting, and never addressed the apprehensions that the Town's Planning Department raised regarding his plan.

His contempt of the process and the issues raised by the Town, and his indifference regarding residents' fears, is very discouraging, and should exclude him from obtaining the waiver that he has requested.

Thank you for your attention.

Kathleen

Kathleen L. Hawkins
3209 Lakewood Lane
Flower Mound, TX 75022

From: JON HOWES

Sent: Monday, January 8, 2018 9:21 AM

To: planning; Cindi Price; Chuck Russell

Subject: Waiver request MISC17-0008

Dear Planning & Zoning Commissioners,

I am opposed to the waiver request MISC17-0008 for the one-year waiting period required after denial of the rezoning request ZPD16-0007 (CTCDD Cluster development "Serenity" off of High Road) on November 20, 2017.

The property in question has several physical characteristics (steep slopes for example which have not changed) that make it essentially incompatible with the developer's plan.

Disregarding this, the developer has proceeded to force this development past city officials and residents in an offensive and slipshod manner. I don't believe this developer should receive any special favors due to the following and probably more that I don't know about;

A. Not complying with posting zoning request sign placement in accordance with city ordinance time lines.

B. Clearing trees and vegetation on the property as well as initial grading in violation of ordinances hoping that no one would notice and that he could get away with it. In fact, he did get away with it with only a fine involved.

C. It is obvious the developer has ignored input from town officials and residents over the last 1 & 1/2 years.

D. So far I have not seen any definitive guidelines for the custody and care of the open space areas in this proposed cluster development.

E. Lack of addressing the problems associated with the back yards of the southernmost proposed lots incorporating the excessive slopes down to the lake.

This "Slick Willie" developer has no regard for the laws of the town or what is best for our town. His past actions have proved he will do whatever he wants whenever he wants looking for the cracks in the laws hoping that he will get away with it and make fools out of the town officials in the process.

I see no reason to grant the waiver requested.

Jon Howes

7401 Bolo Ln

Flower Mound, Tx 75022

From: skaiser

Sent: Sunday, January 7, 2018 2:30 PM

To: planning; Cindi Price; Chuck Russell

Subject: Opposition to the waiver request MISC17-0008, CTCDD Cluster development -Serenity

To Planning and zoning commission.

We would like to have on record our opposition to granting a waiver for the waiting period for any new discussions on the Serenity development. This development group for the past 2 years, has repeatedly shown no inclination to change any of their plans to try and blend in with our community on High Rd. In all of their contacts with the citizens of Flower Mound they have ignored any requests to change their development plans to conform to the country atmosphere of our neighborhood. They have repeatedly stressed they are only interested in a Gated community, in direct opposition to all of the neighborhood. They continue to post new signage in Flower Mound touting their planned gated community when they have no permissions to proceed on this. Granting a waiver to them will only waste more of the Towns time and resources as they keep trying to push through the same sort of plans that have been unanimously turned down.

Please vote NO to the waiver request MISC17-0008, CTCDD Cluster development -Serenity .

Thank you

Stephen & Deborah Kaiser

3229 High Rd

Flower Mound

From: carolkane
Sent: Thursday, January 4, 2018 4:11 PM
To: planning; Cindi Price
Cc: 'KC Walsh'
Subject: OPPOSITION TO SERENITY misc17-0008

Hello City Officials,

I have participated in the opposition to the proposed Serenity development since the beginning. I believe the developer has NOT adjusted his development plans based on feedback he has received from neighbors and Flower Mound residents. He has worked to manipulate the entire process, i.e., the spacing of the first and second public meetings a year apart and then limited if any changes from the 1st the 2nd submission), the lying to residents, the breaking of ordinances by clearing and grading the land before permission to do so and finally, the lack of even submitting finalized details such as land trust or HOA managed open space. I believe that the developer is considering ONLY his bottom line and not the vision and laws of Flower Mound.

Please send this carpetbagger on his way!

Carol Kane

2606 Long Lane

Flower Mound, TX 75022

From: jimmel
Sent: Monday, January 8, 2018 2:29 PM
To: Chuck Russell; planning; Cindi Price
Subject: Opposition to Waiver Request MISC17-0008

All,

Just a note to let everyone know that my wife and I are opposed to this request.
And if the truth were known, a bit offended at the developers audacity.

Aside from the developers obvious lack of concern for the Town and the citizens impacted this request is outside of the scope allowed by ordinance in that there has been no proposal submitted materially changing the initial zoning request change.

Not sure why the planning department didn't deny when it was submitted but this has no business even being on the agenda.

I saw this type of tactic in the past; delay and wear the opponents down with the need to appear in defense.

I urge and expect the commission to immediately and unanimously deny this request.

James and Melissa Pierson
3209 High Rd
Flower Mound, Tx 75022

From: Tim Runte
Sent: Friday, January 5, 2018 9:57 AM
To: planning
Cc: Chuck Russell
Subject: Serenity opposition

P&Z,

I am in opposition of the Serenity project and it's request for a waiver to resubmit application prior to 1 year from its denial at P&Z and Town Council.

Ordinance No. 64-13 Section 5, No. 8 states the intent of the clustering option is to maximize open space conservation, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:

No. 8, b. states "Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes." Mr. Rembert represented his minimum lot size is 30,002 square feet and maximum lot size is 30,586 square feet; a difference of 584 square feet or 1.95%. In addition, the property directly to the north of this planned development is 8 acres, to the south 7 acres, to the east (north of Lake Ridge) 12 acres, to the east (south of Hickory Springs) is 1 acre.

No. 8, c. says Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. The developer of Serenity is proposing a gated community, not assessable to the public.

Elements needing consideration within the district include:

1. Scenic Corridors and Vistas – "...Compliance with SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area..." There are clearly 3, maybe 4 home sites presented last night in which the view from High Road would be into rear alleys or back yards. ALL of the homes would be in the "view area" of the High Road Scenic Corridors and Vistas.
2. High Road is one of these "scenic corridors." The ordinance states that properties adjacent to these roads provide extensive views into the District. It goes on to say compliance could be achieved in a cluster development by placing new houses outside of the view area, or by siting any new lots so the houses face the roadways across conserved open space..." As I mentioned earlier, between 3 and 4 home sites do not face the roadways across conserved open space. More importantly, the majority of the open space as it was presented in the meeting was on the west side of the property (assessable by boat). The now scenic corridors and vistas from High Road will be replaced with a fence surrounding the entire gated community followed by two-story 5,000 sf plus houses.

This project is clearly unable to conform to the Master Plan in multiple ways and should be denied.

Tim Runte'
3480 High Road
Flower Mound, TX 75022

From: "Robert A. Schnee"

Date: January 8, 2018 at 12:41:01 PM CST

To: Kathy Schnee

Subject: Serenity

Attention city of Flowermound zoning board in city council members:

On Monday night January 8, 2018, you are scheduled to review your decision regarding a proposed development on High Road referred to as Serenity. That decision was based upon a mass showing of neighbors at the zoning meeting- all of which signed a petition against this cluster development.

Now you are being asked to once again review your decision and grant a waiver to your original decision. Your original decision was sound and based upon 100 percent of the neighborhood objecting to this development. Granting a waiver will only second-guess your original decision since nothing has changed regarding this development.

The proposal development in no way compliments this neighborhood and if you grant waiver, you will be going against not only your original decision but against all of this neighborhood's wishes-thereby benefiting the developer at the expense of our neighborhood.

To consider a cluster development in this rural neighborhood would be demonstrating that as members of the planning and zoning board, you feel your judgment takes precedence over the citizens that elected you. It will also be placing a benefit to the commercial developer over and above the interest of the neighbors.

We ask that you reject this waiver request and make it clear that no cluster development will be considered for this neighborhood.

Regards,
Bob Schnee

From: Kathy Schnee
Sent: Monday, January 8, 2018 12:31 PM
To: planning
Subject: Opposition to CTCDD cluster development Serenity (ZPN16-0007)

Hello

Once again I strongly oppose this cluster development.

It was rejected and this doesn't seem right that High Road and the great people on the Town of Flower Mound go thru this again.

This proposal is so out of sync with this neighborhood Thank you again

Kathy Schnee
Sent from my iPhone

From: Janvier Scott
Sent: Friday, January 5, 2018 8:49 AM
To: planning; Cindi Price;
Subject: Serenity Waiver - P&Z request

Please forward to the Planning and Zoning commission members.

I am opposed to the waiver of the one year period for submitting a new proposal for Serenity.

The developer had close to two years to develop a workable plan. Yet, this waiver was filed two days after the council meeting denying his plan.

Please vote to deny this waiver.

Respectfully,
Janvier Scott

From: nick stump
Sent: Sunday, January 7, 2018 7:03 PM
To: planning
Subject: Fwd: MISC17-0008 waiver request opposition

The developer of property of Serenity at [2801 High Road](#) is seeking a waiver of the year waiting period after a rezoning application denial. I strongly object to the Town granting any waivers for this developer, including this one.

During the first application, the developer made an excellent example of how the Town's application process can be manipulated and showed little to no regard to residents in the process. That behavior should not be tolerated, let alone dismissed or encouraged through a waiver.

The developer is also billboard advertising Serenity again. A new sign was put up on Spinks and 2499 after the development's Town Council denial on November 20, 2017, which I have attached. It wasn't an old sign...it is new, it has the latest development plan submitted last go around and is different from the older ones. The broker has never stopped marketing the property on his website either.

What kind of message does that send? It doesn't reflect well and has only negative implications on the Town. Please do condone these actions or actualize the implications, please deny this waiver.

Nick Stump [3525 High Rd 75022](#)



Sent from my iPhone

From: Linda Sutter
Sent: Monday, January 8, 2018 9:14 AM
To: Chuck Russell; planning; Cindi Price
Subject: Opposition to Waiver Request MISC17-0008 (Serenity on High Road)

Please distribute to P&Z Commissioners to consider prior to the meeting this Monday, January 8, 2018.

Dear Planning & Zoning Commissioners,

I am writing in opposition to the waiver request for the Serenity development on High Road in Flower Mound. Not enough time has passed for the developer to make the significant changes to the development as suggested/requested by the neighborhood as well as the Planning and Zoning commission itself.

I believe the primary opposition revolves around the higher density of the cluster development as well the way the cluster development is laid out on the property. The proposed use of the land does not meet the interests of the neighborhood or the Town of Flower Mound. This is a beautiful piece of property. Please give it proper consideration with a development that meets the needs of the neighborhood and the Town.

Please to not allow the waiver.

Thank you for your consideration,

Linda Sutter
3442 Sunnyview Lane
Flower Mound

From: KC Walsh
Sent: Friday, January 5, 2018 9:06 AM
To: Chuck Russell; planning; Cindi Price;
Subject: Opposition to Waiver Request MISC17-0008

Please distribute to P&Z Commissioners to consider prior to the meeting this Monday, January 8, 2018.

Dear Planning & Zoning Commissioners,

I am vehemently opposed to the waiver request MISC17-0008 to the one-year waiting period required after denial of a rezoning request ZPD16-0007 (CTCDD Cluster development "Serenity" off of High Road) on November 20, 2017.

The developer's fifth and last revision was submitted to the Town's Planning department on October 2, 2017. Considering the initial application was on June 20, 2016, the developer had ample time to react to any circumstances surrounding the property that may have changed.

Regardless of the circumstances that the developer will claim have changed, I do not believe the developer should receive any special considerations, including and especially this waiver from Flower Mound. During the first application process, the developer displayed a litany of questionable and offensive business practices including (but not limited to):

1. Properly notifying the public for the 1st neighborhood meeting
2. Displaying the zoning request signs on the property as required by the Town. The sign was not displayed until September 15, 2016 and the initial application date was June 20, 2016.
3. Illegally grading and clearing trees in ESAs of Upland Habitat and Topographical Slope during the application process, for which the property owner was issued a citation.
4. The time in between the first and second public meetings was two weeks shy of an ENTIRE YEAR (6/15/16 to 5/30/17). In this amount of time, the developer had not responded to the planning department's second round of staff review comments from 9/30/16. He neither acknowledged or responded to the resident concerns expressed in the first public meeting. Every time he spoke, he either insulted or lied to respectful, concerned residents.
5. Submitted three more revisions AFTER he got the public meetings out of the way, yet never addressed the essential flaws in the plan that the Town's Planning department had pointed out in every single review. In fact it was so far from acceptable, the plan did not receive one single approving vote from the P&Z or Town Council.
6. Never even came close to finalizing his Open Space Management Plan for the development as required.

In a nutshell, the developer made a mockery of the Town's ordinances. He did not take the planning department's or residents' concerns seriously. In my opinion, his blatant disregard to regulations and processes should exclude this developer from even applying for this waiver. Whatever bogus story he will concoct about the circumstances surrounding the property should not garner any special treatment, just incredulous scrutiny and resounding denial.

I appreciate your service to the Town.

Respectfully,

KC Walsh
3525 High Rd
Flower Mound, TX 75022

From: Kathryn Wells
Sent: Sunday, January 7, 2018 8:46 AM
To: planning
Cc: Chuck Russell; Cindi Price
Subject: MISC17-0008 Re-Application Waiver (Opposed)

Please distribute to P&Z Commissioners for the January 8th meeting.

Dear Planning & Zoning Commissioners,

I am writing to express my opposition to the following 1/8/18 agenda item: Waiver Request MISC17-0008.

As I'm sure you're aware, the development in question, Serenity, is proposed within the Cross Timbers Conservation Development District (CTCDD), and both P&Z and Town Council unanimously denied the initial rezoning proposal in November, uniformly choosing to uphold the integrity of the CTCDD. (Thank you!)

Now, the developer is asking for a waiver to the required one-year waiting period required for resubmittal. His waiver request was filed two days after Town Council's denial of the project on November 20, 2017. In order for a waiver to be granted, the proposal must show that *"... the circumstances surrounding the property have changed sufficiently to warrant the acceptance of a new application ... "*. I honestly find it hard to imagine how the property has significantly changed.

To be fair, I am writing this letter without any knowledge of what the property developer, property owner, and development engineer will be presenting tomorrow evening. Yet, to reiterate, this project has been in process for at least two years, and I would be surprised to hear a legitimate circumstance significantly changing the property, which would still require rezoning.

There have been a number of disappointing choices made by the developer over the past two years, including the illegal grading and removal of trees during the application process. In my opinion, the developer of this project has demonstrated a consistently blatant disregard for the Town's process, the CTCDD's integrity, and the neighboring residents' homes.

I ask that you continue to protect the CTCDD within the Master Plan boundaries, and I urge you to deny this re-application waiver.

Respectfully,

Kathryn Wells
7360 Fair Lake Road
Flower Mound, TX 75022



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: January 8, 2018

FROM: Doug Powell, Executive Director of Development Services

ITEM: Consider approval of a request (MISC17-0008) for a waiver to the one-year waiting period required after denial of a rezoning request by the Town Council in order to allow acceptance of a new zoning application for the same property, as outlined in Section 78-154, "Action by town council," of the Code of Ordinances. The property is generally located south of FM 1171 and west of High Road.

I. ITEM SUMMARY

There are no outstanding issues associated with this request.

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

At its November 20, 2017, meeting, the Town Council denied the Serenity cluster development proposal for the subject property. This action followed two public hearings and a recommendation for denial from the Planning and Zoning Commission. Per Section 78-154, "Action by town council," of the Town's Code of Ordinances, the denial initiates a requirement for a one-year waiting period before a new zoning application can be accepted for the same property. The section also describes the conditions and process for requesting a waiver to the waiting period.

The specifics of Section 78-154 state:

"(2) A waiting period of one year, between the date an application for amendment to the comprehensive master plan or a requested change in zoning is denied by the town council and a new application for such a change or amendment is accepted, is hereby established. For purposes of this article, "denied by the town council" shall mean that a motion by the town council to deny the requested zoning change passed by a majority of the quorum present and voting, or that a motion by the town council to approve the requested zoning change failed for lack of having the necessary votes, or that a motion by the town council to approve or deny the requested zoning change resulted in a tie vote. The one-year waiting period shall be applicable to all requested amendments and changes for the same or a more intensive land use categories, or zoning districts, on all or any portion of the property previously considered for amendment or change in land use or zoning; provided, however, that such one-year waiting period shall not be applicable to any proposed amendment or change instituted by the town council or planning and

zoning commission, or to a request for an amendment or change that is denied by the town council without prejudice. A property owner may apply for a waiver of the one-year waiting period as follows:

- a. The applicant shall submit a request in writing to the town office of community development within ten days of the denial by the town council. Upon the filing of a request within the required time period, the office of community development shall inform the applicant in writing of the date on which the planning and zoning commission shall consider the request and advise the applicant of his rights to appear before the planning and zoning commission.
- b. The planning and zoning commission may waive the one-year waiting period upon a finding that the circumstances surrounding the property have changed sufficiently to warrant the acceptance of a new application for a comprehensive master plan or zoning amendment or change prior to the end of the one-year waiting period. A majority of the planning and zoning commission quorum present and voting shall be required to grant any such request. If the request is granted, compliance with the procedures contained in subpart B of this Code and other applicable rules and regulations of the town shall be required.
- c. The applicant may appeal a denial under this article by the planning and zoning commission to the town council by filing a request in writing with the town office of community development within ten days of the denial by the planning and zoning commission.
- d. The decision of the town council regarding the request for a waiver shall be final.”

The purpose of this item is to consider the applicant’s request for a waiver in order to allow him to have the option to re-submit for a zoning change without waiting a year. Notwithstanding this request, the developer still has the option to bring forward a development plan application that complies with the current Ag zoning and Master Plan, and develop two-acre, single-family residential lots.

III. CORRESPONDENCE

No public hearing notifications were required for this waiver request; however, at the time this report was written, staff had received several emails in opposition. Any additional correspondence received after the agenda packet posting on the Town’s website will be provided to the Commissioners at the meeting.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

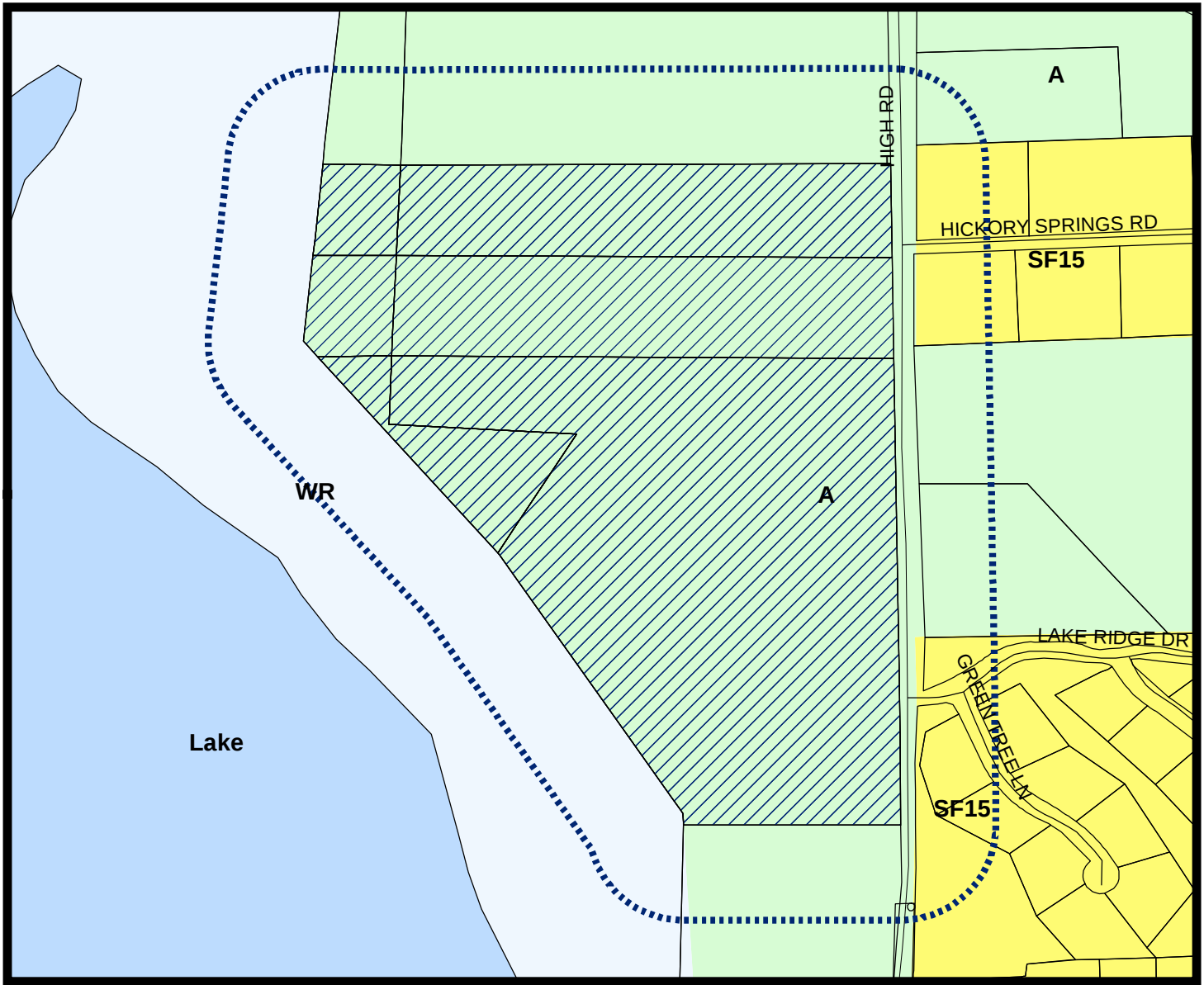
B. Correspondence

1. Correspondence in Opposition



Vicinity Map

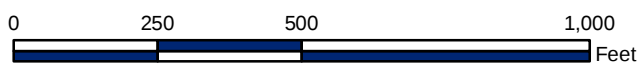
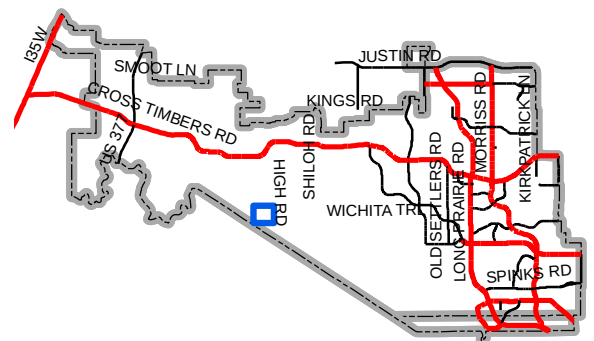
Reference Project: **MISC17-0008**



LEGEND

- Agriculture
- Lake
- Single Family 15
- Water Recreation

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

November 22, 2017

TO: Town of Flower Mound
Planning Department
ATTN: Doug Powell, Tommy Dalton, Chuck Russell, Cindi Price

FROM: Ron Crosby
Ridinger & Associates
Rembert Enterprises, Inc.

SUBJECT: Waiver Request (Appeal Council's Decision for Serenity Project)

This is a request to waive the one year waiting period to submit a new application for the Serenity Project ZPD16-0007 because circumstances may have changed significantly to warrant acceptance of a new application.

Respectfully submitted,

Ron Crosby, Property Owner
Ridinger & Associates, Applicant
Rembert Enterprises, Inc., Developer

From: Lou
Sent: Thursday, January 4, 2018 9:44 AM
To: planning
Cc: Cindi Price
Subject: Opposition to MISC17-0008

Dear Flower Mound P&Z Commission,

I would like to go on record that I am in opposition to waiving the one year waiting period for the developer.

It seems highly unlikely the circumstances surrounding the property have changed sufficiently to warrant the acceptance of a new application since it was only a few days in which the waiver request was issued after the Flower Mound Town Council unanimously denied the proposal.

This developer does not have in mind the best interests for our Town of Flower Mound, in particular, protecting the Cross Timbers Conservation Development District.

I have been a resident in Flower Mound almost 40 years and would like to continue to see the Master Plan upheld to its highest standards.

Thank you for your service to The Town of Flower Mound.

Sincerely,

Elizabeth Howell
3823 Sunnyview Lane
Flower Mound, TX 75022

Sent from my iPad

From: Fred Howell
Sent: Thursday, January 4, 2018 10:19 AM
To: planning ; Cindi Price
Subject: FW: Opposition to MISC17-0008

Subject: Opposition to MISC17-0008

Dear Flower Mound P&Z Commission,

I would like to go on record that I am in opposition to waiving the one year waiting period for the developer.

It seems highly unlikely the circumstances surrounding the property have changed sufficiently to warrant the acceptance of a new application since it was only a few days in which the waiver request was issued after the Flower Mound Town Council unanimously denied the proposal.

This developer does not have in mind the best interests for our Town of Flower Mound, in particular, protecting the Cross Timbers Conservation Development District.

I have been a resident in Flower Mound almost 40 years and would like to continue to see the Master Plan upheld to its highest standards.

Thank you for your service to The Town of Flower Mound.

Sincerely,

Fred Howell
3823 Sunnyview Lane
Flower Mound, TX 75022

From: Ron Huebner
Sent: Wednesday, January 3, 2018 7:08 PM
To: planning
Subject: MISC17-0008 Opposition

As a resident of Franklin Hills, I am opposed to any waiver by the P&Z commission to the developer of the Serenity proposed development that does not conform to the current Ag Zoning that requires 2 acre residential lots.

In the recent past, the developer made a mockery of the entire process, including the spacing of the 1st and 2nd public meetings a year apart (and making virtually no changes from the 1st the 2nd submission), lying to residents, the breaking of ordinances by clearing and grading, and the lack of even submitting finalized details such as land trust or HOA managed open space.

He has not operated in good faith in any way and does not deserve a waiver of any kind.

Thank you for including my protest in the public record.

--

Ron Huebner

From: kristin m
Sent: Wednesday, January 3, 2018 10:32 PM
To: Cindi Price; planning
Cc: Guy Mrnustik
Subject: High Rd - serenity opposition

We have lived in Flower Mound about 18months and have loved being here. We stumbled upon the gem of High Rd as we were seeking out a place to escape the hustle and bustle of living in DFW but also a place our kids could truly enjoy the outdoors in a safe and 'remote' area. There are very few places you can feel like you can take a deep breath and feel removed from all the stressors of this life. There is something good for the soul when you are surrounded by beautiful trees, open fields, hay barrels, and small animals scurrying around. We moved to this area specifically to be out of the neighborhoods and subdivisions you see all over the metroplex with houses in close proximity, gated communities excluding oneself from the sense of community with one another, busy streets full of cars and kids indoors because they can't adventure, get dirty, pick up sticks without being in someone else's yard. Kids thrive by being outside, playing, running and seeking adventure in nature. There is not a day that goes by that you don't see people walking, jogging, or riding bikes up and around High Rd. Building new properties that would increase the traffic on High Rd and take away from the beauty and tranquility of this area but would also be a huge safety issue for all of us. I encourage you to drive down High Rd and get a glimpse of what we experience day to day and compare it to any other subdivision in the area with increase housing, more traffic and less open land. It would be a detriment to the Flower Mound not to preserve the area of High Rd for the way it is now.

Thank you
Mrnustik family
[7330 Fair Lake Rd](#)

Sent from my iPhone

From: walder
Sent: Wednesday, January 3, 2018 9:46 PM
To: planning
Subject: MISC17-0008 opposition

I am writing to say that we are opposed to the development of SERENITY on High Road. Please distribute this to the P&Z committee and put it on the public record that my husband and I oppose to this development.

As far as we can understand the P&Z commission may waive the one-year waiting period upon a finding that **the circumstances surrounding the property have changed sufficiently to warrant the acceptance of a new application** for a comprehensive master plan or zoning amendment or change prior to the end of the one-year waiting period.

From what we understand the request was made 2 days after we had attended the public meeting where the plans for Serenity were not approved unanimously by the town council. We find it disturbing that 2 days later there could be that many changes that would warrant the acceptance of a new application. It seems like this process is a waste of time and money at the moment for the town of Flower Mound. Please allow Serenity the 1-year waiting period to rethink and develop the property for our neighborhood on High Road. We are not opposed to the development of that area on High Road, but as stated in the November meeting we are opposed to the current plans.

Thank you
Dan and Kay Walder
3413 Shady Trail

From: Lori Wilkins
Sent: Thursday, January 4, 2018 2:22 PM
To: Cindi Price; planning
Subject: Serenity

Please consider this email as opposing the waiver of the one year period for submitting an new proposal for Serenity. During the almost two years for the first plan there was ample time for changes. The residents felt disrespected by the developer since the beginning and as this waiver was filed two days after the council meeting denying his plan, that feeling continues. This approach certainly feels like an end run around the ordinances designed to prevent this behavior.

Thank you
Lori Wilkins

Sent from my iPhone



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: February 19, 2018

FROM: Sue Ridnour, Director of Library Services

ITEM: Consider approval of a Consulting Agreement with The Cultural Planning Group to develop a Cultural Arts Master Plan for the Town

BACKGROUND INFORMATION: The Town Council established The Culture Arts Commission (the Commission) in December 2014 with the charge, in part, to "...advise the Town Council and Town staff regarding policies, services and programs, including but not limited to, cultural arts programs, [and] art in public places..." In order to effectively carry out this charge, the Commission desires to create a Cultural Arts Master Plan for the Town, to assess existing assets, gauge resident interest in arts-related activities, and make immediate, short-term and long-range recommendations for funding, staffing, and producing such activities.

The Commission studied arts plans from other communities and researched the planning process. A decision package for \$40,000 was submitted and approved in the 2016-17 budget. Simultaneously, a grant application for \$40,000 was submitted to the National Endowment for the Arts. The grant required matching funds. The Town was notified in May of 2017 that the grant application was not chosen for funding.

In June 2017, a Request for Proposal (RFP) was issued to hire a consultant to create a Cultural Arts Master Plan. Only one submission was received, and it was not viable. In December 2017, after further discussion and research, the Town issued a call for a Statement of Qualifications (SOQ) to hire a consultant to create a Cultural Arts Master Plan. There were six submissions, three of which were chosen for further consideration. In January 2018, phone interviews were conducted with the three firms. From those interviews, The Cultural Planning Group was chosen to recommend to Council.

BOARD REVIEW/CITIZEN FEEDBACK: The three firms were made aware of the budget of \$40,000. They were asked to provide a "Scenario A" for an ideal budget, and a "Scenario B" for a budget of \$40,000 or less. In reviewing these scenarios, the Commission was not comfortable with how many steps would need to be eliminated from the planning process to keep the cost under \$40,000. Therefore, in recommending The Cultural Arts Group for approval, the Commission is also recommending that additional funding of \$18,155 be made available, to cover the \$58,155 quote in the agreement.

ALTERNATIVES/OPTIONS: Council could opt to fund this project for the originally requested amount of \$40,000. While possible, this was not recommended by the Commission as it would severely reduce the scope of the project.

FISCAL IMPACT: If approved, a future budget amendment will be forthcoming in the amount of \$18,155.

Proposed Expenditure:	Account Number(s):
\$58,155	100-630-32000-5110

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 agreement as to form and legality.

ATTACHMENTS:

1. Cultural Arts Master Plan Consulting Agreement

DRAFT MOTION: Move to approve a Consulting Agreement with The Cultural Planning Group to develop a Cultural Arts Master Plan for the Town.



Consulting Agreement

This Consulting Agreement ("Agreement") is made and entered into as of **February 19, 2018** (the "Effective Date") by and between **The Town of Flower Mound, TX** ("Flower Mound" and "Client") and **The Cultural Planning Group, LLC** ("CPG" and "Consultant").

WHEREAS **Client** and **CPG** desire to enter into an agreement for Consultant's professional services in connection with development of an arts master plan for the Town of Flower Mound per the project proposal submitted on December 7, 2017.

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein, the parties hereby agree as follows:

1. **Purpose:** Consultant shall provide cultural planning services to **Flower Mound** ("Client") for the **Arts Master Plan** ("Project").
2. **Term:** This Agreement is effective as of the Effective Date and, unless terminated earlier, shall continue until satisfactory completion of the Services, anticipated to be completed on or before December 31, 2018.
3. **Scope of Services:** Consultant agrees to work with **Client** to perform the services set forth in the attached proposed Scope of Services ("Services"):
4. **Payment:** **Client** agrees to pay Consultant as follows:

Client will pay Consultant \$58,155 for all services for and expenses related to the Project and this Agreement. **Client** will pay Consultant in six installments as follows and outlined in the attached fee and invoice schedule:

- | | |
|---|-------------|
| • Upon execution of the consulting Agreement: | \$5,000.00 |
| • Following Site Visit #1 | \$10,250.00 |
| • Following Site Visit #2 | \$12,000.00 |
| • Following Site Visit #3 | \$10,250.00 |
| • Following Site Visit #4 | \$10,500.00 |
| • Upon completion of the project | \$10,155.00 |

This fee is the entire compensation for any and all services rendered, including overhead, travel and related expenses incurred by the Consultant.

5. **Performance of Work:** Consultant will perform its Services with care, skill, and diligence, and in accordance with currently-recognized professional standards. Consultant will also comply with all federal, state, and local laws, ordinances, codes, and regulations in performing its Services.
6. **Prompt Performance of Work:** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give this Project such priority in his office as is necessary to cause Consultant's services hereunder to be timely and properly performed.

Martin Cohen
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Melrose Park, PA 19027
267.992.3792

martin@culturalplanning.com

7. **Independent Contractor:** *Client* and Consultant intend that an independent contractor relationship be created by this Agreement. While *Client* will not exercise supervision of Consultant in any way, Consultant is to report regularly to *Client* on work in progress. The nature and frequency of these reports will be determined with the Client in establishing a work plan and project flow.
 - a. Consultant is required to make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities, including income tax, social security, and SDI payments.
 - b. Consultant agrees to defend, indemnify and hold *Client* harmless from any and all claims made by any entity on account of an alleged failure by Consultant to satisfy any such tax or withholding obligations.
8. **Assignment:** This Agreement may not be assigned, in whole or in part, without mutual written consent between CPG and the client.
9. **Confidential Information:** Consultant agrees to maintain in strict confidence Client's confidential information. This includes any non-public information Consultant receives directly or indirectly from the Client and their representatives or acquired or developed in the performance of the Services, including but not limited to trade secrets, reports, documents, plans, ideas, inventions, methods, designs, formulas, systems, improvements, business affairs, data and know-how and technical information of any kind whatsoever, unless such information has been publicly disclosed by the Client. Consultant further agrees that, without the prior written consent of Client, Consultant shall not, either directly or indirectly: (i) disclose any such information to anyone; (ii) use any such information for the benefit of anyone other than the owner-entity; or (iii) permit any information to be disclosed to or used by anyone other than the owner-entity.
10. **Intellectual Property**
 - a. **Project Intellectual Property**
 - i. Consultant acknowledges and agrees that Client shall be the sole and exclusive owner of any and all rights to any works Consultant creates or develops, alone or in conjunction with any other person or entity, while providing the Services under this Agreement, including, but not limited to, trade secrets, discoveries, processes, reports, documents, plans, ideas, inventions, methods, designs, formulas, systems, improvements, business affairs, data and know-how and technical information ("Project Intellectual Property").
 - b. **Background Intellectual Property**
 - i. *Client* and Consultant acknowledge and agree that each will retain any and all rights to any Intellectual Property that it owned pre-existing this Agreement or generated after this Agreement but independent of the Project ("Background Intellectual Property").
 - ii. If Consultant incorporates any of its Background Intellectual Property into the Project Intellectual Property, Consultant hereby grants a royalty-free nonexclusive and irreversible license to *Client* to reproduce, publish, and use such Background Intellectual Property in whole or in part and to authorize others to do so.
 - c. Consultant agrees that it will not use or disclose any Intellectual Property owned by *Client* to benefit a competitor, individual, or other entity without *Client's* prior written consent.
11. **Conflict Resolution:** In the event of a disagreement that cannot be resolved informally, the parties shall turn to non-binding mediation. If a satisfactory resolution is not reached and one party insists on legal action, the jurisdiction of any lawsuits shall be limited to Denton County, Texas, the laws of the State of Texas shall govern, and the prevailing party shall be entitled to court costs and reasonable attorney's fees.
12. **Insurance:** Consultant shall maintain throughout the period of this Project and for a period of three years thereafter, a standard form of errors and omissions insurance with an insurance company satisfactory to the Town. Consultant shall also maintain insurance coverage for commercial general liability and automobile

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liability in forms and amounts satisfactory to Town. Consultant shall assure that any and all consultants engaged or employed by Consultant carry and maintain similar insurance with reasonably prudent limits and coverage in light of the services to be rendered by such consultants. Consultant shall submit to Town proof of such insurance in amounts satisfactory to Town. The maintenance in full current force and effect of such form and amount of insurance, in such amount as Town shall have accepted, shall be a condition precedent to the Consultant's exercise or enforcement of any rights under this Agreement. Insurance policies required for Consultant shall include a provision requiring written notice to the Town at least thirty days prior to any cancellation, non-renewal or material modification of the policies. The Town shall be named as an additional insured on all insurance policies, except workers compensation and professional liability, required herein.

13. **Indemnity:** CONSULTANT does hereby covenant and agree to release, indemnify and hold harmless TOWN and its officials, officers, agents, representatives, employees, and invitees from and against any and all liability, claims, suits, demands and/or causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise by reason of death or injury to property or persons but only to the extent occasioned by any error, omission or negligent act of CONSULTANT, its officials, officers, agents, employees, invitees or other persons for whom CONSULTANT is legally liable with regard to the performance of this Agreement, and CONSULTANT will, at its own cost and expense, defend and protect Town against any and all such claims and demands.
14. **Termination:** The Town may terminate this Agreement at any time, with or without cause, upon at least 30 days' written notice delivered in person or by confirmed delivery. Upon receipt of such notice, Consultant shall immediately discontinue all services and work in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts and orders insofar as they relate to this Agreement.

In the event of termination, Consultant shall deliver to the Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by Consultant under this Agreement. In the event of any termination hereunder, Consultant consents to Town's selection of another Consultant of professional services of Town's choice to assist the Town in any way in completing the Project. Provided that Consultant has been properly paid under this Agreement, Consultant further agrees to cooperate and provide any information requested by Town in connection with the completion of the Project. Consultant shall not be responsible or liable in any manner for Town's use of unfinished work product or documents listed above.

Consultant shall be compensated for services performed and expenses incurred for satisfactory work up to the termination date. Consultant shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date.

15. **Consultant's Representations:** Consultant hereby represents, promises and warrants to Town that Consultant is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder
16. **Severability:** If any provision of this Agreement is held to be invalid, such provision shall be deemed to be amended so that the intent of the parties is fulfilled to the greatest extent possible, and the remaining provisions will continue in full force and effect.
17. **Governing Law:** This Agreement shall be governed according to laws of the State of Texas.
18. **Entire Agreement; Amendment:** This Agreement supersedes all prior agreements, and it can only be changed by a written document signed by all parties.

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For The Cultural Planning Group:

Martin Cohen, Partner

Date Signed

For the Town of Flower Mound, TX:

Thomas C. Hayden, Mayor

Date Signed

Appendix A: Scope of Services

	Consulting Team/Billable Days	
	Martin	Linda
Phase I: Project Start-Up, Stakeholder and Community Engagement, and Additional Research		
Project Start-Up	2	1
- Documents, plans, literature review - Identify key person interview list (with client) - Team coordination - Client communications - Project work plan and timeline		
Site Visit 1 (2 days on site)	2	2
- Meet with City project staff - Tour City: identify/document cultural resources - Conduct key person and stakeholder interview - Conduct 2-3 focus groups		
Interim Activities	2	3
- Develop and conduct on-line citizen survey - Develop protocol for study of comparable cities and identify desired comparison cities - Develop current cultural asset inventory - Conduct research utilizing CVI in developing economic profile of arts and creative sector - Team coordination - Client communications		
Site Visit 2 (3 days on site)	3	3
- Meet with client staff - Continue key person interviews - Focus group meetings - Conduct additional community/resident engagement as determined		
Phase II: Strategy and Plan Development		
Interim Activities/Develop first draft of plan	6	6
- Analyze issues and opportunities arising from process - Complete comparable cities research - Complete gap analysis and outline programming needs - Determine/draft potential role(s) of the Town in supporting arts and cultural development - Determine relevant trends & regional/national benchmarks applicable metrics - Gather/develop potential funding strategies - Outline potential partnerships/collaborations for programs - Prepare and circulate draft plans - Team coordination - Client communications		
Site Visit 3: (2 days on site)	2	
- Meet with project staff/project team - Community/stakeholder work session to review preliminary strategies and recommendations - Meet with potential partners and collaborators - Meet with Town leadership to test potential strategies and recommendations - Follow-up key person interviews as needed and appropriate		

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Phase II: Strategy and Plan Development (Continued)		
Revise and Finalize Plan	2	1
- Analyze feedback from draft plan and site visit 3 - Integrate input into draft plan - Write final plan, prepare for final presentation - Prepare final presentations as determined - Team coordination - Client communications		
Final Site Visit 4: (1 day on site)	1	
- Meet with project staff/project team - Presentation of final plan to approving entities and others as determined - Conduct implementation workshop with project team and other stakeholders as determined - Three months telephone consultations following approval of plans		



TOWN COUNCIL AGENDA NO. 14

BOARDS/COMMISSIONS ITEM

DATE: February 19, 2018

FROM: Debra Wallace, Deputy Town Manager *DW*

ITEM: Discuss and consider amending the organization of the Gibson-Grant Cabin committee (Resolution No. 23-17) to also include one citizen at large, and the appointment thereof.

BACKGROUND INFORMATION: At the October 2, 2017 Town Council meeting, Council directed staff to bring forward a future agenda item to create a Cabin Committee. At the November 6, 2017 Town Council meeting Resolution No. 23-17 was adopted.

The committee members include a Town Councilmember liaison, Town staff, The Flower Mound Foundation board member and Denton County Office of History and Culture staff. The stated purpose of the committee is to provide information and updates to citizens and stakeholders regarding the Gibson-Grant cabin and to discuss status, next steps, community engagement opportunities, and other items related to the Gibson-Grant cabin.

Mayor Hayden verbally requested this agenda item via the Town Secretary for Council to discuss the possibility of amending the Resolution that would include one additional member, and for Mr. Curtis Grant to be considered for that position.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

LEGAL REVIEW: No alteration to the legal content of this resolution was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Resolution No 23-17
2. Revised draft Resolution

DRAFT MOTION: Move to approve an amendment to the organization of the Gibson-Grant Cabin committee (Resolution No 23-17) to also include one citizen at large, and to appoint _____ to serve in that position effective immediately.



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This fee is the entire compensation for any and all services rendered, including overhead, travel and related expenses incurred by the Consultant.

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liability in forms and amounts satisfactory to Town. Consultant shall assure that any and all consultants engaged or employed by Consultant carry and maintain similar insurance with reasonably prudent limits and coverage in light of the services to be rendered by such consultants. Consultant shall submit to Town proof of such insurance in amounts satisfactory to Town. The maintenance in full current force and effect of such form and amount of insurance, in such amount as Town shall have accepted, shall be a condition precedent to the Consultant's exercise or enforcement of any rights under this Agreement. Insurance policies required for Consultant shall include a provision requiring written notice to the Town at least thirty days prior to any cancellation, non-renewal or material modification of the policies. The Town shall be named as an additional insured on all insurance policies, except workers compensation and professional liability, required herein.

13. **Indemnity:** CONSULTANT does hereby covenant and agree to release, indemnify and hold harmless TOWN and its officials, officers, agents, representatives, employees, and invitees from and against any and all liability, claims, suits, demands and/or causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise by reason of death or injury to property or persons but only to the extent occasioned by any error, omission or negligent act of CONSULTANT, its officials, officers, agents, employees, invitees or other persons for whom CONSULTANT is legally liable with regard to the performance of this Agreement, and CONSULTANT will, at its own cost and expense, defend and protect Town against any and all such claims and demands.
14. **Termination:** The Town may terminate this Agreement at any time, with or without cause, upon at least 30 days' written notice delivered in person or by confirmed delivery. Upon receipt of such notice, Consultant shall immediately discontinue all services and work in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts and orders insofar as they relate to this Agreement.

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16. **Severability:** If any provision of this Agreement is held to be invalid, such provision shall be deemed to be amended so that the intent of the parties is fulfilled to the greatest extent possible, and the remaining provisions will continue in full force and effect.
17. **Governing Law:** This Agreement shall be governed according to laws of the State of Texas.
18. **Entire Agreement; Amendment:** This Agreement supersedes all prior agreements, and it can only be changed by a written document signed by all parties.

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For The Cultural Planning Group:

Martin Cohen, Partner

Date Signed

For the Town of Flower Mound, TX:

Thomas C. Hayden, Mayor

Date Signed

Appendix A: Scope of Services

	Consulting Team/Billable Days	
	Martin	Linda
Phase I: Project Start-Up, Stakeholder and Community Engagement, and Additional Research		
Project Start-Up	2	1
- Documents, plans, literature review - Identify key person interview list (with client) - Team coordination - Client communications - Project work plan and timeline		
Site Visit 1 (2 days on site)	2	2
- Meet with City project staff - Tour City: identify/document cultural resources - Conduct key person and stakeholder interview - Conduct 2-3 focus groups		
Interim Activities	2	3
- Develop and conduct on-line citizen survey - Develop protocol for study of comparable cities and identify desired comparison cities - Develop current cultural asset inventory - Conduct research utilizing CVI in developing economic profile of arts and creative sector - Team coordination - Client communications		
Site Visit 2 (3 days on site)	3	3
- Meet with client staff - Continue key person interviews - Focus group meetings - Conduct additional community/resident engagement as determined		
Phase II: Strategy and Plan Development		
Interim Activities/Develop first draft of plan	6	6
- Analyze issues and opportunities arising from process - Complete comparable cities research - Complete gap analysis and outline programming needs - Determine/draft potential role(s) of the Town in supporting arts and cultural development - Determine relevant trends & regional/national benchmarks applicable metrics - Gather/develop potential funding strategies - Outline potential partnerships/collaborations for programs - Prepare and circulate draft plans - Team coordination - Client communications		
Site Visit 3: (2 days on site)	2	
- Meet with project staff/project team - Community/stakeholder work session to review preliminary strategies and recommendations - Meet with potential partners and collaborators - Meet with Town leadership to test potential strategies and recommendations - Follow-up key person interviews as needed and appropriate		

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Phase II: Strategy and Plan Development (Continued)		
Revise and Finalize Plan	2	1
- Analyze feedback from draft plan and site visit 3 - Integrate input into draft plan - Write final plan, prepare for final presentation - Prepare final presentations as determined - Team coordination - Client communications		
Final Site Visit 4: (1 day on site)	1	
- Meet with project staff/project team - Presentation of final plan to approving entities and others as determined - Conduct implementation workshop with project team and other stakeholders as determined - Three months telephone consultations following approval of plans		

Town Council Future Agenda Items



SCHEDULED	3/5/2018	Presentation	Girl Scout Jillian Milton will present the Town with an AED unit to be used at Twin Coves Park
		Consent	ADA - Changes to Chapters 2, 14, & 58
		Consent	Consider approval of Change Order No. 1 and final acceptance of the Canterbury Lane & Superior Place Reconstruction projects, amending the contract with 3D Paving and Contracting LLC, for a decrease to the contract in the amount of \$27,350.90, and authorizing final payment to 3D Paving and Contracting LLC, in the amount of \$57,336.03; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Stantec Consulting Services, Inc., to provide professional engineering services, for the FM 2499 at Lakeside Northbound Right Turn Lane project, in the amount of \$69,800.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of Bid No. 2018-33-B to Joe Funk Construction, Inc., for phase one of the Lift Station Improvements and Decommissioning project, in the amount of \$1,376,399.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Kleinfelder Inc., to provide geotechnical engineering and testing services associated with the Fire Station No. 7 project, in the amount of \$19,400.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement for the design phase services of the Denton Creek Boulevard Bridge and Water Line project, with Burns & McDonnell, for \$302,276.80; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider the approval of award of Bid No. 2018-60-B, to North Rock Construction, LLC., for the Heritage Park Phase IV project, for the base bid amount of \$1,309,937.41, and selected bid options totaling \$187,835.54, for a not to exceed amount of \$1,497,772.95; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Senior Center Banquet room rental policy.
		Consent	Consider approval of an ordinance amending the Town's Code of Ordinances by adding a Chapter 33 entitled Flood Damage Prevention and repealing Paragraph D2 of Paragraph IV of Volume 1 of the Flower Mound Design Standards.

SCHEDULED	3/5/2018	Consent	Consider approval of a proposal from DCC Inc., for the resurface of the outdoor pool, and color tile band, at the Community Activity Center in the amount of \$133,929.28.
		Consent	Consider approval for the Flower Mound Public Works Department to become a Member City in the North Central Texas Public Works Emergency Response Team (PWERT) and enter in to the North Central Texas Public Works Mutual Aid Agreement; and authorize the Mayor to execute same on behalf of the Town.
	3/19/2018	Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017
		Consent	Silveron Thoroughfare Amendment.
		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	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	Bruton Elevated Storage Tank Change Order No. 1 and Final Acceptance
		Consent	Justin Road Lift Station Outfall Design Award
		Consent	WWTP Rehabilitation Phase IV Solids Facility Part 2 Design Amendment No. 1
		Consent	2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.
		Consent	Heritage Park Phase IV Testing Award.
		Consent	Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound relating to prima facie speed limits for specific streets by lowering the prima facie speed limits for Morriss Road between Lake Bluff Drive and approximately 650 feet south of Cross Timbers Road to 35 mph.
	4/2/2018	Consent	Consider approval of the 2018 US Army Corps of Engineer (USACe) Solicitation No. XXXX for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorization for the mayor to execute same on behalf of the Town.
	4/16/2018	Consent	Lake Forest Boulevard Water Line Testing Award.
		Consent	Lake Forest Boulevard Roadway Improvements and 12-Inch Water Line Construction Award.

SCHEDULED	5/8/2018	Consent	Heritage Park Phase III Change Order No.1 and Final Acceptance.
		Regular	Consider approval of an ordinance canvassing and declaring the results of a general election held May 5, 2018, for the purpose of electing the offices of Mayor, Town Council Place 2, and Town Council Place 4; establishing procedures for those elections; and providing an effective date.