

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

3/18/2019

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 Jody Smith Hall

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. Texas Municipal Library Directors Association (TMLDA) "Achievement of Library Excellence" Award

E. **PUBLIC COMMENT**

To speak to Council during public comment, please fill out a [comment form](#).

- Turn in form by 6:10 p.m. to Town Secretary
- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with 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. Legislative updates

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**

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1. The work session for Thursday, March 21 has been canceled.
2. A regular meeting is scheduled for Monday, April 1.

J. CONSENT ITEMS

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

1. Minutes 3/4- Consider approval of the minutes from a regular meeting of the Town Council held on March 4, 2019.
2. JAG Police Grant Application- Consider authorization of the submission of the Town of Flower Mound Police Department Patrol Boat application for the 2020 DJ-Edward Byrne Memorial Justice Assistance Grant, acceptance of grant funds if awarded, agreeing to return all funds in the event of loss or misuse and designating the Town Manager as the grantee's authorized official.
3. Common Representation- Consideration and approval of consent to allow Taylor, Olson, Adkins, Sralla & Elam LLP to act as an intermediary between the Town of Flower Mound and the Town of Northlake to draft an interlocal agreement for the Town of Flower Mound to conduct limited animal services for the Town of Northlake.
4. Contract-Forest Vista Landscaping- Consider approval to award Best Value Bid No 2019-42-A for Landscape Maintenance Program-Forest Vista/Lake Forest to Newroc Services at the unit prices bid, in the estimated annual amount of \$15,000.00; and authorize the Mayor to execute same on behalf of the Town.
5. CIP Amendment No.3- Consider approval of Amendment No. 3 to the Fiscal Year 2018-2019 Capital Improvement Program.
6. Bruton Orand @1171 Turn Lane Design- Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc. for the design phase services associated with the Bruton Orand Boulevard at FM 1171 Right Turn Lane project, in the amount of \$61,294.00; and authorization for the Mayor to execute same on behalf of the Town.
7. Const. Award - FM2499 @ Lakeside- Consider approval of a Construction Agreement with 2L Construction, LLC., for the FM2499 at Lakeside Parkway Northbound Right-Turn Lane project, in the amount of \$348,143.25; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

8. ZPD - Home Depot Silveron Addition- **Public Hearing** to consider a request for rezoning (ZPD19-0003 - Home Depot Silveron Addition) to amend Planned Development District-31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP-245) to amend Specific Use Permit 245 (SUP-245) to allow for truck rental, trailer rental, and rental/sales of propane containers outdoors on site. The property is generally located east of Long Prairie Road and south of Lakeside Parkway. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its March 11, 2019, meeting.) (The Town Council did not hear this item on it's February 4, 2019, meeting as the applicant withdrew)

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9. LDR - Landscaping Ordinance- **Public Hearing** to consider a request to amend the Land Development Regulations (LDR19-0001 - Landscaping) by amending Chapter 82, Article V, Division 2, entitled "Landscaping," of the Town's Code of Ordinances to allow for the use of synthetic turf as a ground cover. (The Planning & Zoning Commission recommended denial by a vote of 4-3 at its March 11, 2019, meeting.)
10. SP - Flower Mound Public Library- Consider a request for a Site Plan (SP18-0018-Flower Mound Public Library) to expand the existing Town Library facility with a required parking deviation in excess of 20 percent per Section 82-73 of the Town's Code of Ordinances. The property is generally located east of Old Settlers Road between Broadmoor Lane and Peters Colony Road. (The Planning and Zoning Commission recommended approval by a vote of 5-2 at its March 11, 2019, meeting.)
11. Const. Award - Morriss Rd Improvements- Consider approval of a Construction Agreement with Tiseo Paving Company for the Morriss Road and 20" Water Line Improvements project, in the amount of \$5,000,844.95; and authorization for the Mayor to execute same on behalf of the Town.
12. Const. Award - WWTP Upgrades- Consider approval of a Construction Agreement with Felix Construction Company for the Wastewater Treatment Plant Ultraviolet System Upgrade project, in the amount of \$2,065,700.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Const. Award - Storage Warehouse- Consider approval of a Construction Agreement with MSB Constructors, Inc., for the Flower Mound Storage Warehouse project, in the amount of \$1,395,000.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Senior Overlay District- Discuss and provide direction regarding rescinding the senior overlay district.
15. ZPD - Lisanti Cell Tower- **Public Hearing** to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property. The property is generally located south of Spinks Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 25, 2019, meeting.)(The Town Council moved to postpone this item on the March 4, 2019, meeting, at the applicants request.)

L. CLOSED MEETING

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

a. Consultation with Attorney.

1. All matters related to Cause No. 18-9622-431 EagleRidge Operating, LLC v. Town of Flower Mound and Cause No. DC-18-17756 Town of Flower Mound, Texas vs. Eagleridge Operating, LLC

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2. Cause No. CV-2019-00241 Elaine Wells v. Town of Flower Mound et al.

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.

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

M. 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.

N. 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: March 15, 2019, at 3:45 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall 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: March 18, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on March 4, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting on March 4, 2019.

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 as presented in the agenda caption.

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 4TH DAY OF MARCH 2019, 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:

Steve Dixon	Mayor
Jason Webb	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Sandeep Sharma	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Jim Engel	Councilmember Place 4

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
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
Molly Fox	Director of Communications

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon 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 Richard Plunk gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. Proclamation for the Denton County Master Gardener Association's 30th Anniversary

Mayor Dixon recited the Proclamation and presented it to Pat Moyer, President, Denton County Master Gardener Association.

2. State of the Cities video presentation

Ms. Fox provided background information regarding the video production, followed by showing the video.

E. PUBLIC COMMENT

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.

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	Speaker names and address	Subject (as written on the form)
1.	Adam Schielstel, 2205 Waterford Dr	Traffic synchronization
2.	Ben Bumgarner, 5150 Kensington Ct	Item 10
3.	Janvier Warner, 2829 Bob White	Item 10
4.	Jason Hobbs, 1000 St. Francis	Item 10
5.	Jim Pierson, 3209 High Rd	Item 10
6.	Jeffrey Blasko, 1720 Milford Dr	Item 10
7.	William Langley, 800 Carter Ct	Item 10
8.	*Tim Whisonant, 2121 Helmsford	Item 10

**Submitted a comment form but did not speak*

F. ANNOUNCEMENTS

Councilmember Bryant had the following announcements:

- Passing of Melba Hayes (A Flower Mound legend and hero)
- Recognition of the Flower Mound Citizens Academy participants in the audience

Mayor Pro Tem had the following announcements:

- Passing of Jim Hammerquist, active member of the Police Citizens Academy

Councilmember Sharma reported on why he uses a laptop while seated at the dais.

Mayor Dixon and several members of Council reported on attending both the Police and Fire Department banquets, and expressed appreciation for their work.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects

- Skillern Road is now open
- FM 2499 and Waketon turn lanes
- Rippy Road Phase II
- Morriss Road improvement project and panel replacements

Ms. Bruce provided an update regarding Fairway Drive (road that runs across the dam of Grapevine Lake) and findings and efforts underway by the Army Corp of Engineers to open the road.

and she responded to the following questions from Council:

- Opportunities for funding FM 2499 to 121 given Fairway Drive will be closed indefinitely

2. Economic Development projects

- Stryker will be adding 78,000 square feet of space and will be adding 200 – 250 jobs
- New businesses opening soon

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Ms. Roy gave a report on the overall economic development climate in Flower Mound. Her presentation included:

- Retail update
- 3405 Long Prairie (former Salerno's Restaurant location)
- 2600 Flower Mound Rd (former Tom Thumb location)
- Other recent closures
- Recent additions to Flower Mound
- Broker/Ownership feedback
- Additional retail stats
- Economic development incentives report update

and she responded to the following questions from Council:

- Has the Town engaged the Chamber in bringing companies to Flower Mound
- How the report is helpful to provide validity and to serve as a resource for Council
- When will the new format of the report be available and request it be easy to locate when placed on the Town's website

3. Legislative updates

Ms. Wallace reported on some of the legislative bills the Town is monitoring. She also showed a video from when Mr. Stathatos testified at the Ways and Means Committee meeting in Austin regarding House Bill 2.

4. Limited Residential in the Lakeside Business District

Mr. Dalton, or Ms. Murphy, gave a presentation identifying or noting:

- Previous discussion
- Residential development criteria
- Open space
- Bonus provisions

and he responded to the following questions from Council:

- How is the 5% calculated for the parks and open space

There was Council discussion regarding:

- Like the bonus option, and need to state somewhere in the criteria that the buildings have to look nice and go above the normal standards
- Several members indicated having the building wrapped by parking structures is ideal
- If the parking structure is counted as the square footage space there is not much benefit there (not interested in seeing a lot of parking) and interest in not having square footage work against the Town
- Figure out how to incentivize going vertical instead of horizontal
- Density bonus options
- Interest in keeping an open mind as to what the market will bring
- Provide a definition of what "special" is with respect to design expectations for that 10% bonus; however, it's hard to define because in some cases it's just a "know it when you see it" kind of thing

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- Agree with the 25% as a baseline; however, if something special is brought forward there is a little more flexibility
- The need for a holistic viewpoint regarding a development application
- How the goal is to get the best product possible
- A desire to limit the height on residential to no more than 4 stories; however, open to multiple stories for businesses

H. FUTURE AGENDA ITEMS

1. Councilmember Bryant indicated interest in getting a report regarding the traffic monitoring devices as noted in the public comment portion of the meeting.
2. Councilmember Bryant requested a regular (i.e. monthly) update regarding the closure of Fairway Drive (road that runs across the dam of Grapevine Lake).
3. Mayor Dixon noted that it seemed like someone had a future agenda item that is missing. Mr. Stathatos noted that minimum housing standards was brought up. Mayor Dixon indicated that the topic could come forward after the joint work session with ECC (which is currently scheduled for April).
4. Councilmember Engel requested having a discussion about rescinding the Senior Overlay early.

In accordance with the Town's agenda setting policy, there were at least three members of Council that expressed interest in discussing the items listed above.

I. COORDINATION OF CALENDARS

Mayor Dixon announced that the next Town Council regular meeting is scheduled for Monday, March 18, 2019.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on February 18, 2019.
2. Consider approval of a resolution authorizing the execution and delivery of a continuing disclosure agreement with the Trinity River Authority of Texas.

RESOLUTION NO. 03-19

**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, ("TOWN"),
AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE
AGREEMENT WITH THE TRINITY RIVER AUTHORITY OF TEXAS; AND
PROVIDING AN EFFECTIVE DATE.**

3. Consider approval of renaming Helen and Leonard John Community Park to Leonard and Helen Johns Community Park.
4. Consider approval of a Professional Services Agreement with Freese and Nichols, Inc. for the design and construction phase services associated with the Bruton-Orand EST Chloramine System project in the amount of \$65,000.00; and authorization for the Mayor to execute same on behalf of the Town.

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5. Consider approval of a Professional Services Agreement with Halff Associates, Inc. for the design phase services associated with the FM2499 at Waketon Road Intersection Improvements project in the amount of \$173,450.00; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Sharma moved to approve by consent Items 1 – 5, as presented in the agenda caption. Councilmember Bryant seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT

NAYS: NONE

K. REGULAR ITEMS

6. Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property. The property is generally located south of Spinks Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 25, 2019, meeting.)

Staff Presentation

Ms. Lexin provided background information and noted there is some uncertainty as to when the applicant will be ready, and indicated it is for this reason that the Council action is to postpone indefinitely.

Applicant Presentation

Bebb Francis, 112 E Pecan, Attorney for AC Towers

Mr. Francis provided background information and indicated they are acceptable to coming back on March 18th.

Mayor Dixon opened the Public Hearing at 7:28 p.m. and no one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:28 p.m.

Councilmember Webb moved to postpone ZPD – Lisanti Cell Tower to March 18, 2019. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT

NAYS: NONE

7. Public Hearing to consider a request for a variance (MISC19-0002 - Edison Coffee Co Alcohol Variance) to permit the sale of alcoholic beverages by a restaurant within 300 feet of a public school. The property is located at 420 Parker Square.

Staff Presentation

Ms. Lexin gave a presentation identifying or noting:

- Background information
- Purpose for the item

and she, or Ms. Scott, responded to the following questions from Council:

- Clarification that the school is moving out of their location at the end of this school year
- Is it possible to delay this item until the school closes at the end of May

Mayor Dixon opened the Public Hearing at 7:31 p.m. and no one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:31 p.m.

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: BRYANT, ENGEL, FOREST, SHARMA

NAYS: WEBB

8. Public Hearing to consider approval of Chapter 380 Agreement between the Town of Flower Mound and Duke Realty Limited Partnership (Lakeside Ranch #21)

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Proposed site
- Original Lakeside Ranch concept plan
- Site plan
- Project stats
- Cost benefit

and she responded to the following questions from Council:

- Clarification that they will not receive a property tax rebate until they have a tenant in place

Mayor Dixon opened the Public Hearing at 7:36 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:36 p.m.

Councilmember Sharma moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT

NAYS: NONE

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9. Consider approval of a Professional Services Agreement with CP&Y, Inc. for design phase services associated with the Rippy Road Phase II project in the amount of \$298,645.75; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce provided background information about the project, which included scope of work and timing.

Councilmember Bryant moved to approve as presented in the agenda caption. Councilmember Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: BRYANT, WEBB, FOREST, SHARMA

NAYS: NONE

ABSENT: ENGEL

Mayor Dixon opened items 10 and 11 at the same time.

10. Consider approval of a Consulting Agreement with Hawes Hill & Associates, LLP to conduct implementation activities for creation of a Tax Increment Reinvestment Zone (TIRZ), in the amount of \$50,000; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Roy gave a presentation for items 10 and 11 identifying or noting:

- Lakeside Village update
- Build out scenarios
- Scenario A – Complete build out, revenues
- Consulting services evaluation form
- Scope of services
- Developer agreement with Realty Capital
- Conceptual layout of Lakeside Village
- Adopted Cultural Arts Master Plan
- Fine/Performing Arts Centers
- Findings
- Area fine/performing arts centers operations (total square foot, construction cost, revenue, expenditures, funding sources, staffing)

and she, Mr. Stathatos, or Ms. Wallace, responded to the following questions from Council (items 10 and 11):

- Would the Town get reimbursed for the funds used to pay for the studies
- Clarification regarding Scenario B and how it equates to no blips in the economy
- Is the Town planning on hiring someone that has experience in the area of performing arts
- Which Fine Arts Center offers the best cost comparison
- Concerns regarding timing and is it being driven by the April 17th deadline for the Letter of Intent
- How if the TIRZ is shut off at \$20 million then the funds would come back to the Town

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- Is there a benefit for bringing forward a Fine Arts Center if the County is not interested in sharing in that cost
- Apart from the Cultural Arts Master Plan, has any needs analysis been done to help determine whether or not to go forward with a Fine Arts Center
- When the Town Hall was first put in the TIRZ project plan, were all the details known at that time
- What happens once the \$20 million is reached on the TIRZ, and how is the \$20 million spent, and who makes those decisions
- Isn't the \$50,000 all taxpayer money anyway
- What is the time line for the Town getting back the \$50,000
- Clarification regarding the cost variations for the scenarios presented

and there was Council discussion regarding:

- Interest in doing a Fine Arts Center; however, within the TIRZ
- The vision for the Fine Arts Center is for multiple uses and that's how it benefits the entire Town of Flower Mound
- How the hot tax could be used to help maintain the operations budget
- How the Town has major corporations that need large meeting space and this facility could be used by them; as well as future hotels
- Concerns regarding timing
- How Council is not in a position to make a decision on a Fine Arts Center; however, can go forward with the consultant
- Interest in getting an extension on the deadline to allow time to get everything back for the Fine Arts Center, and depending on what happens in Austin
- Concerns that the best scenario will never happen
- Consequences in not having a TIRZ
- How in reality it's about getting the experts in and hearing what they have to say
- How a lot of the numbers came from the developer (the benefactor) so there is a potential conflict
- How the applicant has stated in the past they don't need the TIRZ
- Rather spend the \$50,000 for infrastructure, police and fire, to support the project instead of on a consultant for the TIRZ
- Concerns regarding \$50,000 to start planning for something we don't even know we need
- How item 8 was for a Chapter 380 agreement where Council unanimously gave reductions for taxes and impact fees in the amount of \$221,000 so the Town could get \$712,000 and now the Council is looking at spending \$50,000, to get up to \$90 million over time
- Interest in postponing the item until after the legislative session
- How this item gets the ball rolling and there will be a future discussion regarding actually activating the TIRZ

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

AYES: BRYANT, WEBB, FOREST

NAYS: ENGEL, SHARMA

Motion passed

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11. Presentation and discussion of findings regarding area Fine Arts/Performing Arts Centers.

No Council action required at this time.

Ms. Roy summarized the Council direction, indicating staff will interact with the developer regarding dates and get more detail about the expectations of the Town.

L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:37 p.m. on March 4, 2019, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 8:57 p.m. on March 4, 2019, to take action on the items as follows:

- a. Consultation with Attorney.
 1. All matters related to Cause No. 18-9622-431 EagleRidge Operating, LLC v. Town of Flower Mound and Cause No. DC-18-17756 Town of Flower Mound, Texas vs. Eagleridge Operating, LLC
 2. Cause No. CV-2019-00241 Elaine Wells v. Town of Flower Mound et al.
- 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.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

No action taken on the above referenced items.

N. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:57 p.m. on Monday, March 4, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: March 18, 2019

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2020 DJ-Edward Byrne Memorial Justice Assistance Grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

BACKGROUND INFORMATION: This agenda item is to consider approval of a grant application for the 2020 DJ- Edward Byrne Memorial Justice Assistance Grant from the Office of the Governor. If awarded, the grant funds will be used to purchase a patrol boat for the Police Department. Trained Marine Safety Enforcement Officers will use the patrol boat to augment our capabilities to respond to boating emergencies, possible drownings, and violent disturbance calls; while increasing our enforcement presence and spreading awareness and education.

For administrative purposes, the Town Manager has been designated the Authorized Official, because this official must have an account with the eGrants system that allows him to certify the application.

Per the grant requirements, a resolution must be passed by Town Council demonstrating that it is aware of and approves of the grant's submission. There is no match requirement for this grant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$95,860.00

Proposed (Revenue):	Account Number(s):
(\$95,860.00)	Intergovernmental Revenue
Proposed Expenditure:	Account Number(s):
\$95,860.00	Grant Fund

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

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: Move to approve as presented in the agenda caption.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE DJ-EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE BENEFIT OF THE TOWN OF FLOWER MOUND FOR FISCAL YEAR 2020; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF THE TOWN OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of Flower Mound that a Town of Flower Mound Police Department Patrol Boat be operated for the fiscal year 2020; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that the Town should apply for the DJ-Edward Byrne Memorial Justice Assistant Grant for the 2020 fiscal year in order to provide funding for the Flower Mound Police Department to operate a police patrol boat.

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

SECTION 1

The Town of Flower Mound Town Council approves submission of the grant application for the Town of Flower Mound Police Department Patrol Boat to the Office of the Governor.

SECTION 2

The Town of Flower Mound designates the Town Manager as the Town's authorized official. The authorized official is given the power to apply for, accept or reject the grant on behalf of the Town, and to alter or terminate the grant application, and take any actions necessary to effectuate this resolution.

SECTION 3

The Town of Flower Mound agrees to accept the grant funds if awarded and that in the event of loss or misuse of the Office of the Governor funds, the Town of Flower Mound will repay any such funds to the Office of the Governor in full.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO._____

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: March 18, 2019

FROM: Chief of Police, Andy Kancel *AK*

ITEM: **Consideration and approval of consent to allow Taylor, Olson, Adkins, Sralla & Elam LLP to act as an intermediary between the Town of Flower Mound and the Town of Northlake to draft an interlocal agreement for the Town of Flower Mound to conduct limited animal services for the Town of Northlake**

BACKGROUND INFORMATION: The Flower Mound Police Department has been contacted by the Northlake Police Department to request that Flower Mound provide limited animal services to Northlake, including housing and adopting out of animals found or surrendered to Northlake, and storage and disposal of Northlake's deceased domestic animals. Both Flower Mound and Northlake are represented by the same law firm, Taylor, Olson, Adkins, Sralla & Elam LLP ("TOASE"). The Texas Disciplinary Rules of Professional Conduct allow a law firm to act as an intermediary between two existing clients but only if each client gives informed consent concerning the common representation. Before TOASE can begin drafting an agreement for the Town of Flower Mound to provide limited animal services to Northlake, each Town must consider and authorize Town staff to sign a consent letter that outlines the parameters that will be applicable to TOASE's work on this project.

A similar letter from TOASE will be considered by Northlake at their next meeting.

FISCAL IMPACT: N/A

LEGAL REVIEW: The attached consent to common representation letter (Attachment 1) was prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Consent to Common Representation Letter

DRAFT MOTION: Move to approve the common representation of Flower Mound and Northlake by Taylor, Olson, Adkins, Sralla & Elam LLP for the purposes of drafting an interlocal agreement for animal services between Flower Mound and Northlake as outlined in the consent to common representation letter and authorize the Town Manager to sign the letter indicating such consent and approval.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE DJ-EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE BENEFIT OF THE TOWN OF FLOWER MOUND FOR FISCAL YEAR 2020; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF THE TOWN OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of Flower Mound that a Town of Flower Mound Police Department Patrol Boat be operated for the fiscal year 2020; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that the Town should apply for the DJ-Edward Byrne Memorial Justice Assistant Grant for the 2020 fiscal year in order to provide funding for the Flower Mound Police Department to operate a police patrol boat.

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

SECTION 1

The Town of Flower Mound Town Council approves submission of the grant application for the Town of Flower Mound Police Department Patrol Boat to the Office of the Governor.

SECTION 2

The Town of Flower Mound designates the Town Manager as the Town's authorized official. The authorized official is given the power to apply for, accept or reject the grant on behalf of the Town, and to alter or terminate the grant application, and take any actions necessary to effectuate this resolution.

SECTION 3

The Town of Flower Mound agrees to accept the grant funds if awarded and that in the event of loss or misuse of the Office of the Governor funds, the Town of Flower Mound will repay any such funds to the Office of the Governor in full.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO._____

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: March 18, 2019

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval to award Best Value Bid No 2019-42-A for Landscape Maintenance Program-Forest Vista/Lake Forest to Newroc Services at the unit prices bid, in the estimated annual amount of \$15,000.00; and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Parks Services Division oversees landscape maintenance in the medians within Forest Vista/Lake Forest subdivisions. The subdivisions' HOA contacted the Town to request additional and improved services for the maintenance of these areas. This portion of the existing contract was removed as agreed to by the previous vendor. The Town's Purchasing Office issued Solicitation No 2019-42-A and an optional pre-bid meeting was held with a site tour. A total of two responsive bids were received by the Purchasing Office.

An evaluation committee consisting of representatives from Parks and Recreation Services Department evaluated the bids based on cost, equipment, safety program, work history/references and considered the approved budget. Park Services decided to award the annual contract to Newroc Services as the Best Value Bidder. The agreement is for (1) one year with (4) four optional one-year renewal terms.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$15,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$15,000.00	100-630-33000-5110

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

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

ATTACHMENTS:

1. Proposed Contract

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
Contract No. 2019-42-A**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Newroc Services ("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: Landscape Maintenance Program Forest Vista/Lake Forest (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. 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 initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Attachment A.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification 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 submitted a request in written form to the Purchasing Manager. 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 request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **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.
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.

- a. 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.
- b. 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.
- c. 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 Attachment A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. 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.
- b. 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.

- c. 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. 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.

- a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, 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.

18. 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 Public Works 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.

19. 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, and the Contractor's compensation shall be equitably adjusted

to reflect any difference in the Contractor's costs occasioned by such substitution.

20. 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.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part 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.

22. 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 follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
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:

Name: Ricardo Ramos
Title: Owner
Company Name: New Rec Landscape and Maintenance
Address: 2404 Texas Dr Ste 106
City, State, Zip: Irving, TX 75062

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.

22. **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.
23. **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.
24. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
25. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

Newroc Services

By: 
Name: Ricardo Parnes
Title: Owner
Date: 8/7/19

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor Steve Dixon
Date: _____

Town of Flower Mound Bid Certification Form**Company Information**

The following information must be provided in its entirety for your bid to be considered.

Company Name: NEWROC SERVICES

Principal Place of Business Address: Principal 2404 TEXAS DRIVE SUITE 106

Place of Business City, State, Zip: Principal IRVING, TX 75062

Place of Business Phone Number: Principal 469.987.3615

Place of Business Fax Number Remittance

Address (if different from above): Remittance PO BOX 168625

City, State, Zip IRVING, TX 75016

Tax Identification No 47-4791120

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 1 Add. No. 2 Add. No. 3 Add. No. 4 Add. No. 5

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 bid 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 bid constitutes a contract.

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

Authorized Representative.

Signature

RICARDO RAMOS
Printed Name

OWNER
Title

RICO.NEWROC@GMAIL.COM
Email Address

2/20/2019
Date

Forest Vista/Lake Forest

- **Forest Vista**

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section

III B /Section III C All medians from FM 2499 to Morriss Rd.

South side right-of-way:

1. East of church at Forest Vista to Morriss Rd.

North side right-of-way:

1. East side of church at Forest Vista to Morriss Rd. (Exclude Donald Elementary)

Bed Maintenance:

1. Forest Vista @ FM 2499 (2 sides and median)
2. Forest Vista @ Amhearst (2 sides south side)
3. Forest Vista @ Lakeshore (2 sides south side)

A. Base Maintenance cost per week:	\$ 300.00	per week x 30 =
	\$ 9,000.00	Annual Cost
B. Off Season Service cost per occurrence:	\$ 200.00	
C. Ant Abatement cost per application:	\$ 310.00	
D. Herbicide Treatment annual cost:	\$ 1,040.00	

- **Lake Forest**

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians and parkways (between fence and curb) from FM 3040 to Forest Vista

Bed Maintenance:

1. Lake Forest @ Amhearst (4 sides)
2. Lake Forest @ Lakeshore (2 sides)

A. Base Maintenance cost per week:	\$ 200.00	per week x 30 =
	\$ 6,000.00	Annual Cost
B. Off Season Service cost per occurrence:	\$ 100.00	
C. Ant Abatement cost per application:	\$ 210.00	
D. Herbicide Treatment annual cost:	\$ 520.00	

Forest Vista/Lake Forest

- **Forest Vista**

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C All medians from FM 2499 to Morriss Rd.

South side right-of-way:

1. East of church at Forest Vista to Morriss Rd.

North side right-of-way:

1. East side of church at Forest Vista to Morriss Rd. (Exclude Donald Elementary)

Bed Maintenance:

1. Forest Vista @ FM 2499 (2 sides and median)
2. Forest Vista @ Amhearnst (2 sides south side)
3. Forest Vista @ Lakeshore (2 sides south side)

A. Base Maintenance cost per week	\$ <u>300.00</u> per week x 30 =
	\$ <u>\$9,000.00</u> Annual Cost
B. Off Season Service cost per occurrence	\$ <u>200.00</u>
C. Ant Abatement cost per application:	\$ <u>310.00</u>
D. Herbicide Treatment annual cost	\$ <u>1,040.00</u>

- **Lake Forest**

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

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B. Off Season Service cost per occurrence:	\$ <u>100.00</u>
C. Ant Abatement cost per application:	\$ <u>210.00</u>
D. Herbicide Treatment annual cost:	\$ <u>520.00</u>

Attachment F Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this bid.

NO. OF UNITS	TYPE OF EQUIPMENT
1	Zero-Turn Ridding Lawnmower 52" Husquvama M-ZT52 2018
1	Backpack Blower Husquvama 150BT 2018
1	Backpack Blower Husquvama 560BTS 2018
1	Backpack Blower Echo PB-580T 2018
1	Mulching Lawnmower 21" Honda Commercial 2018
1	Mulching Lawnmower 21" Honda Commercial 2016
1	Straight Edger Husquvama 525ES 2018
1	Straight Edger Husquvama 525ES 2018
1	Telescoping Pole Saw Husquvama 525PT5S 2018
1	24" Hedge Trimmer Husquvama HC 155 2018
1	Chainsaw 20" Husquvama Rancher 455 2016
1	Chainsaw 16" Husquvama Rancher X-torc 435 2016
1	String Trimmer Echo SRM 2620T 2018
1	String Trimmer Echo SRM 225 2016
2	String Trimmer Husquvama 525LS 2018
4	4 gallon Backpack Chemical Sprayer 2017
2	130 lbs Broadcast Spreader 2016
2	Trailer Mounted Spot and Boom Sprayer 2019
2	Pole Saw Pruner 33 feet, 16 inch Blade 2016

If additional space is needed, continue on additional pages and attach to this form

Attachment G Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time 16

Number of employees: Part time: 4

Length of time in business: 4 years

Physical location of business (full address, including city, state & zip code):

Newroc Services

2404 Texas Drive Suite #106 Irving, TX 75062

VENDOR CONTACTS

The successful bidder must provide, to a designated Parks Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Parks Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Ricardo Ramos

Company Telephone Number (including are code): 469.987.3615

Emergency Telephone Number (including are code): 214.675.5172

SUBCONTRACTOR INFORMATION

Bidders must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.

Name: n/a

Type of Work: _____

Amount: _____

Portion of work by bidder: _____ %

Portion of work by sub-contractor: _____ %

Attachment H References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: Sumeer Homes
 Contact Name: Suresh Shridharani
 Address: 2404 Texas Drive, Suite #103, Irving, TX 75062
 Phone: 972.659.0655
 Fax: _____
 Effective Dates: 08/2015
 Description of Services: We do all landscaping and building maintenance for HOA's that are developed by Sumeer Homes
We are currently servicing 8 HOA communities that have over 600 homes. We also do irrigation repair
installations for Sumeer Homes.

Company Name: Hartland Cat Hospital
 Contact Name: Amanda Owens
 Address: 555 Glade Road, Euless, TX 76039
 Phone: 817 354 7877
 Fax: _____
 Effective Dates: 10/2018
 Description of Services: We'll provide yearly landscaping and irrigation maintenance for the building

Company Name: Ricks Car Care Center
 Contact Name: Richie Martin
 Address: 227 S. Beltline Road, Irving, TX 75060
 Phone: 972 790 9366
 Fax: _____
 Effective Dates: 06/2018
 Description of Services: We provide yearly landscaping for the buildings



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2019

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 Fellers Insurance Agency 1422 W MAIN ST, STE 100 LEWISVILLE TX 75067 INSURED Newtec Property Management Po Box 168625 Po Box 168625 75016 Irving TX 75016	CONTACT NAME: Andrew Guernsey PHONE (A/C, No, Ext): (214) 222-3886 FAX (A/C, No): 9722197039 E-MAIL ADDRESS: andrew@fellersinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: MESA UNDERWRITING SPECIALTY INS CO</td> <td>36838</td> </tr> <tr> <td colspan="2">INSURER B: TRAVELERS CAS INS CO OF AMER</td> <td>19046</td> </tr> <tr> <td colspan="2">INSURER C: STANDARD FIRE INS CO</td> <td>19070</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: MESA UNDERWRITING SPECIALTY INS CO		36838	INSURER B: TRAVELERS CAS INS CO OF AMER		19046	INSURER C: STANDARD FIRE INS CO		19070	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **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	PRODUCER USD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		MP0042023008756	01/21/2019	01/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BA9J921760	04/26/2018	04/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory to WH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB9J923178	04/26/2018	04/26/2019
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER Town of Flower Mound 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 Tommy Fellers
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**Purchasing Division
Best Value Bid**

Solicitation No:	2019-42-A
Solicitation Title:	Best Value Bid for Landscape Maintenance Program-Forest Vista/Lake Forest
Pre-Bid Meeting:	February 12, 2019 at 9:30am (CST)
Questions Deadline:	February 14, 2019 at 12:00pm (CST)
Due Date and Time:	February 20, 2019 at 11:00am (CST)

Sealed bids for the materials or services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) bid in a sealed envelope to the address listed below.

Delivery and Mailing Address:

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

Late submissions will not be considered. Responses must be submitted with the solicitation number and the respondent's name and address clearly indicated on the front of the sealed envelope. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:

**Marquita Shamlin
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com**

The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the bid and will be returned unopened. There will not be a public opening for this bid.

**Town of Flower Mound
Solicitation No. 2019-42-A
Best Value Bid for Landscape Maintenance Program
(Forest Vista/Lake Forest)**

I. Introduction

The Town of Flower Mound is soliciting bids for mowing and litter control services to be performed at various parks, medians, right-of-ways and parkways within the Town of Flower Mound, as described in the following bid specifications. The term of the contract will be one year with four optional one-year renewal periods. The contract will be awarded to the bidder(s) providing the best value to the Town of Flower Mound, as determined by the evaluation criteria as stated herein.

The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, due to budget contingencies, cycle frequencies may be adjusted prior to award, or at any time during the contract period, and shall not affect the unit bid prices awarded. Bid prices will be held firm during the contract period.

Each bid shall be accompanied by either a cashier's check, a certified check, or an acceptable bid bond in an amount of not less than five percent (5%) of the total amount of the bid, made payable without conditions to "Town of Flower Mound, Texas", and the amount of the said Bid Bond may be retained by and forfeited to the Town as liquidated damages if the bid covered thereby is accepted, and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within the fifteen (15) days after such award is made by the Town.

II. Pre-Bid Conference and Site Visits

A. Pre-Bid Conference

A pre-bid conference will be conducted on February 12, 2019 at 9:30am at the location listed below. Attendance at the pre-bid conference is optional.

Town of Flower Mound
Service Center
201 Spinks Road
Flower Mound, TX 75028

B. Site Visit

A pre-bid site visit can be scheduled if needed upon request. Each vendor is **strongly encouraged** to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

Prior to award of contract, a mandatory site visit will be conducted with the recommended vendor to ensure a clear understanding of the scope of services and service locations.

Prior to award of contract, a mandatory site visit will be conducted with the recommended vendor to ensure a clear understanding of the scope of services and service locations.

III. Scope of Services

A. Landscape Maintenance Program General Requirements

1. The successful bidder(s) shall be responsible for the following:

a. Mowing

Mowing all turf areas as follows:

- 1) All turf areas mowed weekly (unless otherwise indicated), at recommended heights, during the growing season.
- 2) Mowing boundaries of these sites will be determined by:
 - a) Edge of roadways to fences, or tree/brush/shrub lines.
 - b) In the absence of fences or tree/brush/shrub lines the outside edge shall be ten (10) feet.
- 3) Removal of grass clippings from the grounds will not be required, unless otherwise specified. Cut grass and debris which fall or is thrown by equipment upon the pavement, streets, curb, gutters, sidewalks, and driveways, or adjacent properties through the action of the work crew, will be removed from the area prior to the exit of the work crew from the immediate work site.
- 4) Removal of all litter and fallen leaves from the entire property, and hauling such debris away.
- 5) Litter must be removed from turf prior to mowing.
- 6) Areas serviced will have a finished appearance with walks and curb areas appearing to have been swept. The successful bidder(s) shall not simply blow litter, leaves, clippings, etc. into the streets or other property.
- 7) All concrete and/or asphalt areas where weeds are growing in the expansion joints must be trimmed or treated with an approved herbicide as needed.
- 8) The successful bidder shall be responsible for mowing and line trimming related to creeks, ponds, and/or lakes and all adjacent slopes and banks, to the water line. Do not allow mowers to throw grass into lakes, ponds, or waterways.

b. Edging

Edging all turf along walks, curbs, plant beds, signs and other obstacles as follows:

- 1) Turf edged and trimmed each time turf is mowed.
- 2) Ground cover along building walls, sidewalks, steps, curbs, edging etc. are trimmed as needed during growing season.
- 3) All edging will be with a fixed blade edger that leaves a sharp edge (not a monofilament trimmer).

c. Bed Maintenance

- 1) All bed areas will be policed for weeds, paper and debris each cycle.
- 2) All planter beds, tree circles, sidewalk cracks, etc., are to be sprayed as needed to control unwanted grasses and broadleaf weeds.
- 3) Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.
- 4) Adequate mulch is required for suitable weed control.
- 5) Shrubs, groundcovers, espaliered shrubs and vines shall be inspected each cycle and pruned according to recommended horticultural practices to maintain a clean, attractive appearance.
- 6) Shrubbery shall be inspected and pruned as needed to insure the correct shape and natural growth habit for the area in which the shrubs are growing.
- 7) Tip prune selected branchlets of low growing shrub or groundcover masses to maintain an even overall height to promote fullness.
- 8) Groundcover plantings will be pruned as required to restrain perimeter growth to within planting bed areas where adjacent to walks and curbs.

d. Ornamental Tree Requirements

Pruning of ornamental trees shall be done to enhance natural growth. Ornamental tree pruning will include the following:

- 1) Removal of dead, damaged, improper branching and diseased portions of the plant.
 - 2) All cuts shall be flush and clean, leaving no stubs or tearing of bark.
 - 3) Emergency or minor pruning shall be performed when needed.
 - 4) Provide remedial attention and repair to shrubs and trees as appropriate by season, or in response to incidental damage.
 - 5) Trim, prune and remove suckers from ornamental tree as needed or directed by the Town department representative
 - 6) Monitor and inspect ornamental trees to detect pest problems, Treat and control pests in compliance with the State of Texas Structural Pest Control Board Laws and Regulations of the Texas Department of Agriculture.
2. Unless otherwise instructed, the successful bidder(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the bidder and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
 3. The successful bidder(s) will be required to send a facsimile or e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
 4. The successful bidder shall set mowing equipment to a height of one and one half inches, unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings in to

rows.

5. The successful bidder(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful bidder shall be responsible for replacement of all trees, shrubs, ground covers and designated wildflower areas destroyed by the successful bidder(s), employees or agents of the successful bidder(s) during maintenance operations. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty- four hours when dislodged by mowing equipment. The successful bidder(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful bidder(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. The successful bidder(s) shall furnish all supplies, tools, and equipment to be used on the job.
7. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town department representative, and proper posting in the area where the chemicals are used.
8. The successful bidder(s) shall comply with all applicable governmental laws and regulations.
9. The Town shall not be liable for any loss or damage sustained by the successful bidder(s). The successful bidder(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful bidder(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
10. The successful bidder(s) shall fill out invoice forms for monthly payments.
11. The successful bidder(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
12. Unit prices are to reflect the charges for mowing and associated tasks at each location.
13. A bid response constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this bid document.
14. The successful bidder(s) shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
15. The successful bidder(s) will be responsible for any damages to the irrigation system due to negligence on the part of the bidder or the bidder's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.

16. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
17. The service will be monitored by the Town of Flower Mound Park and Recreation Division for all park ground maintenance and medians, roadsides, and rights-of way. Contact information will be provided to the successful bidder(s).
18. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the bidder can adequately perform the necessary work. All equipment the bidder anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment F). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
 - a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a bid.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
 - e. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract. As part of his bid the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the bid.
19. It is mandatory that a review of the contracted area be conducted prior to beginning the first mowing cycle. The review shall be attended by the successful bidder(s) and the Town department representative.
20. Ozone Alert Days: On ozone alert days, bidders are required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. First offense will result in a verbal warning.
 - b. Second offense will result in a written warning.
 - c. Third offense will result in contract termination.
21. After fertilization and/or abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
22. Hazardous Conditions
 - a. The successful bidder(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful bidder(s).
23. Concurrent Contracts

- a. In the event that any one bidder shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.

24. Supervision of Work Crew

- a. The successful bidder shall provide supervision of all work crews at all times while performing work under this contract.
- b. The successful bidder shall provide a qualified English-speaking supervisor or foreman on-site with each crew at all times during any maintenance activity to be responsible for the progress of the work and the conduct of the Contractor's personnel. Any time the successful bidder's work force is divided between (2) or more sites, a qualified English-speaking supervisor shall be present at each site. The supervisors/foremen on-site must have read and be familiar with these specifications.
- c. The successful bidder shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.

25. Inspection and Liquidated Damages

- a. Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the contract.
- b. Regularly monitor all plant material and immediately notify the Town of any need for such control.
- c. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify the Town of correctable disease and/or insect problems, and must replace any such damaged plant material at no additional cost to the Town.

26. Safety Program

- a. The contractor should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.

B. Off Season Services Requirements

1. Litter Control

- a. All litter and/or hazardous materials will be picked up and removed on an as needed basis. Determination will be made by the designated Town department representative during the non-mowing weeks.
- b. Litter shall mean any debris within the project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape.
- c. Off season litter pick-up sites are described in Attachments B, C, and D.

Boundaries of these sites will be determined by:

- 1) Edge of roadways, fences, or tree/brush lines.
- 2) Outside edge of perimeter mowing

- 3) Where tree/brush/shrub lines or mowing edge determines the litter pick-up area, the successful bidder will extract litter an additional three (3) feet.
 - 4) Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary.
- d. Picked-up litter will be legally disposed of in accordance with all Town, State, and Federal environmental guidelines.
 - e. The Town of Flower Mound agrees to allow the successful bidder to dispose of litter, including trash, brush, tires, etc. at the Town Maintenance Facility at 1105 Duncan Lane.
 - f. Only trash picked up within the Town of Flower Mound is to be disposed of at the Town Facility.
 - g. If tires are picked up during the cycle, contact the Town's representative.

C. Ant Abatement Services Requirements

1. **Applications times to be determined by Town representative in conjunction with daily weather conditions.**
2. Application to be done in a broadcast method with ground equipment calibrated to give correct dosage. **(Documentation of proper calibration to be provided by successful vendor)** Application to be made at 1.5 lbs. per acre. Active ingredient Fenoxycarb: (Ethyl {2-(4-phenoxyphenoxy ethyl) carbonate} or approved equal. One (1) lb. to contain 0.16 oz. active ingredient.
3. Applications to include all landscaped beds, turf and non-turf areas (dirt/gravel) in all designated areas.
4. **ALL** existing fire ant mounds to be individually treated at time of applications @ 1 to 3 level teaspoons of fire ant bait per mound, depending on size of mound. **Optional mound treatment with acephate (per labeled directions) between applications will be required with 48 hr. notice.**
5. When making applications on Town medians and rights-of-way, vehicular safety signage must be in place according to TXDOT regulations. Safety vests are to be worn at all times. No support vehicles are to be parked in or on Town streets without proper TXDOT approved warning signs.
6. Vendor to provide e-mail address, fax number and phone numbers and an emergency contact number.
7. Vendor is responsible for repairing any ruts in turf, replacement of valve boxes/covers, damage to irrigation controllers/heads and valves, or any hardscape feature made during application.
8. Vendor to provide MSDS (Material Safety Data Sheet) on approved chemicals.
9. Turf tires required on all equipment used in making the application.
10. At all water features, extreme care/caution must be taken to assure that the pesticide does not get into water. Any damage to fish or aquatic life will be replaced at the vendor's cost.
11. The Town's representative and the pesticide applicator will hold a mandatory daily pre-application meeting to go over properties scheduled for that day.

D. Herbicide Treatments

All areas to be treated are within the Town limits of Flower Mound, Texas, and are listed on

Attachment B Bid Pricing Worksheet for Medians, Right-of-Ways and Parkways. The Town will select the areas to be treated, and vendor will coordinate with the Town on selection of areas and treatment schedule. The following shall apply:

1. The vendor shall obtain a ninety percent (90%) control of all noxious weeds, grass, brush (except Bermuda grass) and maintain the control of the vegetation throughout the growing season.
2. Areas under construction will be treated as much as possible, and upon completion of the construction, the vendor will complete the herbicide treatment as required in the construction area to be within the scope of these specifications.
3. Areas with existing erosion problems shall be omitted from herbicide treatment until such time as the turf grass has become established. Special care should be taken by the vendor so as not to further the erosion problems. Areas in question shall be inspected by the contract administrator/Alternate and vendor to mutually agree on areas not to receive herbicide treatment.
4. Selected areas shall receive a minimum of three (3) herbicide spray treatments during the growing season as follows:
 - a. **First Treatment:** Barricade 65WG – 1.1 lbs of product per acre (.75 lbs. active ingredient per acre). Special Note: The daytime temperatures at the time of this application must be 85°F or below. If higher temperatures are present this application will be the same as the Second Treatment.
 - b. **Second Treatment:** MSMA Plus mix 38 ounce of MSMA Plus to 30 gallons of water per acre. Special Note: The daytime temperature must be 80°F or above. If the temperatures are below 80°F, the treatment will be delayed until such time as determined by the Contract Administrator/Alternate.
 - c. **Third Treatment:** As required by the Town, pre-emergent herbicide applications may be required in parks, municipal sites and facilities. The following pre-emergent herbicides at the following rates may be requested.
 - 1) Pricep (Simazine) – 2 quarts per acre (2lbs. active ingredient per acre). October 1 or later.
 - 2) Trimec 992 (Lesco Three-Way Selective) – 4 pints per acre (2.22 active ingredient per acre).
 - d. **Spot Treatment:** As required by the Town within thirty (30) calendar days following completion of the first and second treatments reflecting above, when necessary to secure effective kill as required by these specifications.
 - e. **Vegetable based dye:** such as Tip Off (or approved equal) shall be used in all herbicide applications to prevent areas from being skipped or treated twice.
 - f. **Shrub/Bed Weed Control:** Twice a year pre-emergent herbicide will be applied to prevent the growth of obnoxious weeds. Weed and grass control in beds will include hand pulling & spraying as needed.
5. Alternative treatments to the above are as follows:
 - a. One (1) application mid season, applied May through August:

<u>Mix</u>		
•	Round-Up Monsanto	19 oz./acre
•	Oust – DuPont	1.25 oz./acre
•	Garlon 3A – Dow AgroScience	32 oz./acre

- Red River 90/10 Surfactant 8 oz./acre
-
- b. One (1) application, applied early spring:
- Mix
- Reward 2 quarts/acre
- Tripower 3 pints/acre

IV. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.
- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the area Inspector prior to herbicide application.
- I. Herbicide application must be in compliance with the State of Texas Structural Pest Control

Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of pesticide license on file with the Town of Flower Mound. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.

- J. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- K. Scalping shall refer to any action which results in the mowing of any turf area below the 1" height down to and including the soil. 2" height down to and including the soil for project areas designated on a 14-day mowing cycle.
- L. Clumped grass cuttings shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds 10" in height. These clumps are typically found in areas where mowing equipment has completed one row and has reversed direction.
- M. Mono Filament Trimming shall refer to trimming grass around fences, building, tree wells and posts. Do not directly use around the trunks of trees.
- N. Ornamental Tree is a general term referring to a tree bred or grown for the beauty of its foliage and flowers rather than its functional reasons. Normally less than 25 feet tall.
- O. Vegetation is defined as weeds, grass, (excepting Bermuda grass) vines, brush, and aquatic vegetation.

V. Insurance

ALL BIDDERS must submit, with the bid, proof of coverage for General Liability, Auto Liability, and Workers' Compensation insurance as indicated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. The Town requires the following provisions by the awarded vendor:

- 1. Town to be named as additional insured or an insured on all required policies, except worker's compensation.
- 2. Town to be provided with a waiver of subrogation, in favor of the Town on all policies.
- 3. Be provided with unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limiting language in the notice of cancellation) on all policies.
- 4. Prior to the execution of this bid, the Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

VI. Questions Deadline

The Town of Flower Mound requires that all questions relating to this bid be directed via email to Marquita Shamlin, Purchasing Buyer, at Marquita.shamlin@flower-mound.com by 12:00pm February 14, 2019.

No questions will be answered over the phone. Questions will only be accepted until the stated deadline.

VII. Submittals

In order for your bid to be considered responsive, the following information should be submitted with your bid:

A. Bid Pricing Worksheets

B. Machinery and Equipment Worksheet (Attachment F)

1. List the type of equipment to be utilized to service the contract, including the age of equipment.
2. Provide details of established Preventative Equipment Maintenance Program

C. Vendor Information Worksheet (Attachment G)

D. Safety Program

1. Provide a description of current Safety Program, to include topics, frequency of training, etc.

E. Work History and References

Bidder should provide a minimum of three (3) current references for same or similar service as described in this bid document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment H):

1. Company Name
2. Contact Person
3. Company Address
4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

F. Additional Forms

1. Proof of Insurance
2. Bid Certification Form
3. Bid Bond
4. Herbicide Application License

VIII. Evaluation Criteria

A review committee will judge the merit of bids received in accordance with the requirements defined herein. Failure of vendor to provide in their bid any information requested in this bid may result in disqualification of the bid. The sole objective of the review committee will be to select the bid that provides the best value to the Town of Flower Mound.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VII. Submittals, Section A. (50%)
- B. Equipment as evidenced in VII. Submittals, Section B. (20%)
- C. Safety Program as evidence in VII. Submittals, Section D. (5%)
- D. Work History and References as evidenced in VII. Submittals, Section E. (25%)

EXHIBIT A INSURANCE REQUIREMENTS

WORKER'S COMPENSATION

Coverage A	Statutory Coverage
Coverage B	Employer's Liability \$500,000

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$2,000,000 per occurrence \$2,000,000 aggregate
Property Damage:	\$2,000,000 per occurrence \$2,000,000 aggregate
To include:	Premises Operations Products/Completed Operations Contractual Personal Injury Broad Form Property Damage

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury:	\$ 500,000 per person \$1,000,000 per occurrence
Property Damage:	\$ 500,000 per occurrence \$1,000,000 aggregate
Uninsured Motorist:	Statutory Limits
To include:	All Non-Owned and Hired Autos

HOLD HARMLESS

The contractor shall pay and save the Town harmless from any and all damages, loss or liability occurring by reason of any injury to person or property caused by any act or omission, neglect or wrong doing in whole or in part of the contractor or any of its officers, agents, representative, guests, employees, invitees, or persons contracting with the contractor, and the contractor will at his own cost and expense, defend and protect against any and all such claims or demands.

CERTIFICATES OF INSURANCE

A certificate of insurance, including waiver of subrogation, outlining the insurance coverage, policy name, policy number, coverage dates and insurance carrier shall be provided to the Town prior to any services being performed or rendered by the contractor. The contractor shall include the Town as an additional insured under its liability insurance policy. The policy shall include a provision requiring the insurer to give the Town at least 30 days notice before cancellation of such policy.

Forest Vista/Lake Forest

• Forest Vista

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C All medians from FM 2499 to Morriss Rd.

South side right-of-way:

1. East of church at Forest Vista to Morriss Rd.

North side right-of-way:

1. East side of church at Forest Vista to Morriss Rd. (Exclude Donald Elementary)

Bed Maintenance:

1. Forest Vista @ FM 2499 (2 sides and median)
2. Forest Vista @ Amhearst (2 sides south side)
3. Forest Vista @ Lakeshore (2 sides south side)

- | | |
|--|--------------------------|
| A. Base Maintenance cost per week: | \$ _____ per week x 30 = |
| | \$ _____ Annual Cost |
| B. Off Season Service cost per occurrence: | \$ _____ |
| C. Ant Abatement cost per application: | \$ _____ |
| D. Herbicide Treatment annual cost: | \$ _____ |

• Lake Forest

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians and parkways (between fence and curb) from FM 3040 to Forest Vista

Bed Maintenance:

1. Lake Forest @ Amhearst (4 sides)
2. Lake Forest @ Lakeshore (2 sides)

- | | |
|--|--------------------------|
| A. Base Maintenance cost per week: | \$ _____ per week x 30 = |
| | \$ _____ Annual Cost |
| B. Off Season Service cost per occurrence: | \$ _____ |
| C. Ant Abatement cost per application: | \$ _____ |
| D. Herbicide Treatment annual cost: | \$ _____ |

NO. OF UNITS**TYPE OF EQUIPMENT**[illegible]

16

Attachment G Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time: _____

Number of employees: Part time: _____

Length of time in business: _____

Physical location of business (full address, including city, state & zip code):

VENDOR CONTACTS

The successful bidder must provide, to a designated Parks Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Parks Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: _____

Company Telephone Number (including area code): _____

Emergency Telephone Number (including area code): _____

SUBCONTRACTOR INFORMATION

Bidders must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.**

Name: _____

Type of Work: _____

Amount: _____

Portion of work by bidder: _____ %

Portion of work by sub-contractor: _____ %

Attachment H References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

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TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: March 18, 2019

FROM: Tiffany Bruce, P.E., Executive Director of Public Works/Town Engineer

ITEM: Consider approval of Amendment No. 3 to the Fiscal Year 2018-2019 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2018-2019 Capital Improvement Program (CIP) Amendment 2, was approved by Town Council on January 7, 2019. Amendment No. 3 is proposed to:

- Increase the FM 2499 at Lakeside Northbound Right Turn Lane project budget, to cover increased bid costs by adding \$175,000 of additional Impact Fees
- Increase the Windsor Roundabout project budget, to cover increased costs identified in design, by adding \$125,000 of Project Savings
- Increase the Morriss Road Water Lines Phase I project budget, to cover increased bid costs by adding \$400,000 of Project Savings

The proposed CIP Amendment No. 3 for FY 2018-2019 would increase the currently adopted General Capital budgeted expenditures from \$27,017,000 to \$27,317,000 and the Utility Capital budgeted expenditures at \$28,335,000 to \$28,735,000.

FISCAL IMPACT:

Proposed CIP:

FY 2018-2019:	General Capital Projects	\$27,317,000
	Utility Capital Projects	\$28,735,000

Five-Year CIP Plan:	General Capital Projects	\$204,572,085
	Utility Capital Projects	\$171,362,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2018-2019 CIP Amendment No. 3 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. CIP Amendment 3 Changes
2. CIP Amendment 3

DRAFT MOTION: Move to approve as presented in the agenda caption.

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
3/18/2019
Amendment 2

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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0,2,5	\$ 350,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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 **	648,000	500,000	150,000	150,000	150,000	150,000	-	1,748,000	13,000	2	635,000		-	1,100,000	500,000	150,000	150,000	150,000	150,000	150,000	-	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	-	100,000	400,000	-	-	-	-	500,000	100,000	2	-		-	400,000	-	400,000	-	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	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)	310,000	6,590,000	-	-	-	-	-	6,900,000	1,150,000	0,1,2	-		-	5,750,000	5,750,000	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	555,000	-	-	-	-	-	-	555,000	555,000	0,2	-		-	-	-	-	-	-	-	-	-	-
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 **	350,000	600,000	-	-	-	-	-	950,000	350,000	0,2,3,5	-		-	600,000	600,000	-	-	-	-	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	400,000	1,300,000	-	-	-	-	1,700,000	1,400,000	1,2	300,000		-	-	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	100,000	200,000	-	-	-	-	-	300,000	200,000	0,2	100,000		-	-	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	100,000	375,000	-	-	-	-	-	475,000	375,000	0,2	100,000		-	-	-	-	-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	-	360,000	1,240,000	-	-	-	-	1,600,000	1,000,000	2,7	-		-	600,000	-	600,000	-	-	-	-	-	-
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)	-	60,000	550,000	-	-	-	-	610,000	400,000	0,2	-		-	210,000	-	210,000	-	-	-	-	-	-
I35W 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)	-	-	-	-	800,000	7,918,000	-	8,718,000	4,975,000	0,1,2	-		-	3,743,000	-	-	-	-	-	3,743,000	-	-
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0,2	1,400,000		-	-	-	-	-	-	-	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	200,000	-	-	-	200,000	100,000	0,2,5	-		-	100,000	-		100,000	-	-	-	-	-
Lakeside Parkway Capacity Improvements **	-	-	-	540,000	6,840,000	-	-	7,380,000	7,380,000	0,1,2	-		-	-	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-		-	6,500,000	-	-	-	-	-	-	-	6,500,000
Morris Road Improvements **	650,000	630,000	-	-	-	-	-	1,280,000	1,155,000	0,1,2,4	-		-	125,000	125,000	-	-	-	-	-	-	-
Peters Colony Roundabout **	-	200,000	500,000	-	-	-	-	700,000	200,000	2	-		-	500,000	-	500,000	-	-	-	-	-	-
Rippy Road (Waketon to FM 2499)**	800,000	350,000	2,650,000	-	-	-	-	3,800,000	2,115,000	2,7	-		-	1,685,000	-	1,685,000	-	-	-	-	-	-
Roadway Amenities	388,083	205,000	90,000	90,000	90,000	90,000	-	953,083	308,083	2,4	195,000		-	450,000	90,000	90,000	90,000	90,000	90,000	90,000	-	-
Sidewalk Links **	961,000	150,000	-	-	-	-	-	1,111,000	1,111,000	2,4	-		-	-	-	-	-	-	-	-	-	-
Skillem Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,561	2,3	819,440		-	-	-	-	-	-	-	-	-	-
Stoncrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	1,050,000	-	-	-	-	-	-	1,050,000	150,000	2,5	900,000		-	-	-	-	-	-	-	-	-	-
Transportation Model Update and LOS Mapping	-	75,000	-	-	-	-	-	75,000	75,000	2	-		-	-	-	-	-	-	-	-	-	-
Waketon Road **	5,500,000	460,000	-	-	-	-	-	5,960,000	4,670,000	2,3,5,7	830,000		-	460,000	460,000	-	-	-	-	-	-	-
Windsor Roundabout Connection	-	200,000	-	-	-	-	-	200,000	200,000	2,4	-		-	-	-	-	-	-	-	-	-	-
Windsor Roundabout Connection	-	325,000	-	-	-	-	-	325,000	325,000	2,4	-		-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 26,950,083	\$ 11,080,000	\$ 7,000,000	\$ 980,000	\$ 10,343,000	\$ 8,158,000	\$ 12,665,337	\$ 77,176,420	\$ 46,483,981		\$ 6,829,440		\$ -	\$ 23,863,000	\$ 7,525,000	\$ 3,635,000	\$ 340,000	\$ 240,000	\$ 5,383,000	\$ 6,740,000		
SUBTOTAL	\$ 26,950,083	\$ 11,380,000	\$ 7,000,000	\$ 980,000	\$ 10,343,000	\$ 8,158,000	\$ 12,665,337	\$ 77,476,420	\$ 46,783,981		\$ 6,829,440		\$ -	\$ 23,863,000	\$ 7,525,000	\$ 3,635,000	\$ 340,000	\$ 240,000	\$ 5,383,000	\$ 6,740,000		

*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 2018-2019
3/18/2019
Amendment 2

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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	250,000	\$ 250,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd	-	-	250,000	-	-	-	-	250,000	50,000	0,2	-	-	200,000	-	200,000	-	-	-	-
FM 2499 at College Parkway	340,000	-	-	-	-	-	-	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	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4,5	-	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	250,000	-	-	-	250,000	250,000	2,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	500,000	125,000	125,000	125,000	125,000	125,000	-	1,125,000	-	2	500,000	-	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	275,000	-	-	-	-	-	-	275,000	275,000	0,2,4	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,380,000	\$ 425,000	\$ 375,000	\$ 375,000	\$ 125,000	\$ 125,000	\$ 2,250,000	\$ 5,055,000	\$ 2,930,000		\$ 500,000	\$ -	\$ 1,625,000	\$ 425,000	\$ 325,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
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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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3/18/2019
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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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
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 II (Morriess 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 Reconstruction (Homestead to Cul-de-sac)	-	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	-	-	-	-	-	-	-	-	-	-	-	-
Morriess Road Panel Replacement (FM 3040 to FM 1171) **	-	4,040,000	-	-	-	-	-	4,040,000	4,040,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	-	370,000	-	-	-	-	1,200,000	1,570,000	1,570,000	8.2	-	-	-	-	-	-	-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	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	\$ 3,850,000	\$ 5,420,000	\$ 4,000,000	\$ 2,300,000	\$ 3,275,000	\$ 2,300,000	\$ 7,144,000	\$ 28,289,000	\$ 28,289,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*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.)
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8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
3/18/2019
Amendment 2

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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Fire and Police Training Center (West Flower Mound)	-	-	-	150,000	2,085,000	-	-	2,235,000	-	2	-	-	-	2,235,000	-	-	150,000	2,085,000	-	-		
Fire Station No. 1 Facility Upgrades **	1,223,375	670,000	-	-	-	-	-	1,893,375	763,375	2.4	980,000	-	-	150,000	150,000	-	-	-	-	-		
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) **	2,070,000	5,400,000	-	-	-	-	-	7,470,000	950,000	2.4	2,070,000	-	-	4,450,000	4,450,000	-	-	-	-	-		
Library Expansion**	12,400,000	-	-	-	-	-	-	12,400,000	-	2.7	12,400,000	-	-	-	-	-	-	-	-	-		
Gibson-Grant Log Cabin Reconstruction	51,593	507,000	307,000	710,000	-	-	-	1,575,593	1,068,593	1.2	-	-	-	507,000	507,000	-	-	-	-	-		
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	-	-	-	-	-	-	-	-	-		
Storage Warehouse	650,000	1,100,000	-	-	-	-	-	1,750,000	1,100,000	2.4	650,000	-	-	-	-	-	-	-	-	-		
Town Hall **	18,919,000	140,000	-	-	-	-	-	19,059,000	859,000	2.7	18,200,000	-	-	-	-	-	-	-	-	-		
SUBTOTAL	\$ 38,734,968	\$ 7,817,000	\$ 307,000	\$ 1,160,000	\$ 8,585,000	\$ -	\$ -	\$ 56,603,968	\$ 6,401,968		\$ 36,060,000	\$ -	\$ 14,142,000	\$ 5,107,000	\$ -	\$ 450,000	\$ 8,585,000	\$ -	\$ -			

*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 2018-2019
3/18/2019
Amendment 2

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							
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028		
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, and Pecan Orchard) **	-	-	350,000	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-	-	
Individual Park Improvements (Bluebonnet, Colony, and Lakewood) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-	-	-	-	
2020-21 Playground Replacements (Grand, Cortadera, Wilkerson, Possum) **	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	
2021-22 Playground Replacements (Peacock) **	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	
Bakersfield Park Improvements Phase I	-	-	-	-	1,100,000	-	-	1,100,000	1,100,000	8	-	-	-	-	-	-	-	-	-	-	
Bakersfield Park Improvements Phase 2	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-	-	
Bakersfield Park Restroom & Concrete Walkway **	-	500,000	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-	-	-	-	
Bella Lago Park 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	2.6	-	-	-	-	-	-	-	-	-	-	
Chinn Chapel Lighting Improvements	-	-	-	-	-	-	250,000	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	
Community Activity Center Improvements	257,000	-	-	-	-	-	-	257,000	-	2	257,000	-	-	-	-	-	-	-	-	-	
Courtadera Park Improvements (Loop Trail, Irrigation, Fence & Basketball Court Improvements)	-	200,000	-	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-	-	
Dixon Park (add Pavilion and Amenities)	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-	
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	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	-	-	-	-	-	-	-	-	-	-	
Gerault Park Update (Pavilion, Electrical, Grills & Trash)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	
Glenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-	-	
Heritage Park (Lighting Improvements, Restroom at Dog Park, Upgrade Surfaces)	-	-	-	800,000	-	-	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-	-	
Heritage Park of Flower Mound Phase III	2,181,000	-	-	-	-	-	-	2,181,000	2,181,000	8	-	-	-	-	-	-	-	-	-	-	
Heritage Park of Flower Mound Phase IV	2,400,000	-	-	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-	-	-	-	
Individual Park Improvements (Shadow Ridge, Grand, Culwell, and Paker Square) **	-	-	-	-	300,000	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-	-	
Lakewood Park - Pavilion	-	75,000	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-	-	
Leonard Johns Park Upgrade (Lighting for Tennis)**	-	-	-	-	185,000	-	-	185,000	185,000	8	-	-	-	-	-	-	-	-	-	-	
Park and Trail Amenities	510,000	50,000	50,000	50,000	50,000	50,000	-	760,000	760,000	2.6,8	-	-	-	-	-	-	-	-	-	-	
Peters Colony Memorial Park Master Plan	-	50,000	-	-	-	-	-	50,000	50,000	2.8	-	-	-	-	-	-	-	-	-	-	
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	-	-	-	-	-	-	-	-	-	
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-	-	
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	-	-	-	-	-	-	-	-	-	-	
Wilkerson Park Upgrade (Lighting, Landscaping, and Irrigation)	-	-	-	-	175,000	-	-	175,000	175,000	2.8	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 9,777,696	\$ 2,275,000	\$ 4,800,000	\$ 2,275,000	\$ 2,260,000	\$ 2,150,000	\$ 13,610,000	\$ 37,147,696	\$ 34,840,696		\$ 2,307,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL GENERAL FUND	\$ 80,692,748	\$ 27,017,000	\$ 16,482,000	\$ 7,090,000	\$ 24,588,000	\$ 12,733,000	\$ 35,669,337	\$ 204,272,085	\$ 118,945,645	\$ -	\$ 45,696,440	\$ -	\$ -	# \$ 39,630,000	\$ -	\$ 13,057,000	\$ 3,960,000	\$ 915,000	\$ 8,950,000	\$ 5,508,000	\$ 7,240,000
GRAND TOTAL GENERAL FUND	\$ 80,692,748	\$ 27,317,000	\$ 16,482,000	\$ 7,090,000	\$ 24,588,000	\$ 12,733,000	\$ 35,669,337	\$ 204,572,085	\$ 119,245,645	\$ -	\$ 45,696,440	\$ -	\$ -	# \$ 39,630,000	\$ -	\$ 13,057,000	\$ 3,960,000	\$ 915,000	\$ 8,950,000	\$ 5,508,000	\$ 7,240,000

** 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)
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**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
3/18/2019
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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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028	2018-2019						2019-2020	2020-2021	2021-2022	2022-2023	2023-2028	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0.2	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bruton Orand Elevated Storage Tank Chloramine System	-	150,000	-	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-	
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	200,000	-	1,300,000	-	-	-	-	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 Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0.2	-	-	7,600,000	-	-	-	-	7,600,000	
Denton Creek Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0.2	-	-	16,400,000	-	-	-	-	16,400,000	
Denton Creek Spine Road 12-inch Water Line	100,000	200,000	2,100,000	-	-	-	-	2,400,000	100,000	0.2	-	-	2,300,000	200,000	2,100,000	-	-	-	
Denton Creek District - Reuse Waterlines	100,000	100,000	225,000	975,000	-	-	-	1,400,000	1,400,000	0.2	-	-	-	-	-	-	-	-	
Fire Station No. 7 Utilities	-	300,000	-	-	-	-	-	300,000	300,000	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)	600,000	2,600,000	-	-	-	-	-	3,200,000	2,300,000	0.2,7	-	-	900,000	900,000	-	-	-	-	
Freeman 12-inch Water Line (Water Tower to 1,600 Feet North)	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-	
Garden Ridge Blvd. Ph. II Water Line	-	-	950,000	-	-	-	-	950,000	390,000	0.2	-	-	560,000	-	-	560,000	-	-	
Glenview 12 Inch Water Line (Patriot Way to Old Gerault Rd)	-	40,000	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	
Grady Court Water Line	-	150,000	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	2	2,250,000	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase II	-	650,000	2,850,000	-	-	-	-	3,500,000	-	2	-	-	3,500,000	650,000	2,850,000	-	-	-	
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)	700,000	700,000	-	-	-	-	-	1,400,000	700,000	0.2	-	-	700,000	700,000	-	-	-	-	
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)	135,000	-	-	-	-	-	-	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	10,000	-	-	-	-	-	130,000	130,000	0.2	-	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0.2	-	-	3,000,000	-	-	-	-	3,000,000	
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	-	200,000	2,000,000	-	-	-	-	2,200,000	200,000	2	-	-	2,000,000	-	2,000,000	-	-	-	
Morriss Road Water Lines Phase I (Garden to Forest Vista)	100,000	900,000	-	-	-	-	-	1,000,000	100,000	2	-	-	900,000	900,000	-	-	-	-	
Morriss Road Water Lines Phase I (Garden to Forest Vista)	100,000	1,300,000	-	-	-	-	-	1,400,000	500,000	2	-	-	900,000	900,000	-	-	-	-	
Morriss Road Water Lines Phase II (FM 1171 to Milford)	-	-	350,000	2,650,000	-	-	-	3,000,000	-	2	-	-	3,000,000	-	350,000	2,650,000	-	-	
Morriss Road Water Lines Phase III (FM 1171 to FM 407)	-	-	-	400,000	4,500,000	-	-	4,900,000	2,200,000	0.2,7	-	-	2,700,000	-	-	2,700,000	-	-	
Pintail Pump Station (Auxiliary Power & Upgrades)	720,000	1,130,000	-	-	-	-	-	1,850,000	400,000	0.2,5	320,000	-	1,130,000	1,130,000	-	-	-	-	
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0.2	-	-	260,000	-	-	-	-	260,000	
Red Bud Point Water Service Relocation	-	775,000	-	-	-	-	-	775,000	-	2	-	-	775,000	775,000	-	-	-	-	
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	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	-	-	350,000	-	-	-	-	350,000	-	1.2	50,000	-	300,000	-	300,000	-	-	-	
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	600,000	-	-	-	-	-	640,000	40,000	2	-	-	600,000	600,000	-	-	-	-	
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	-	
Water Master Plan	-	-	150,000	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-	
Water System Leak Detection & Repair	700,000	-	50,000	50,000	50,000	50,000	-	900,000	-	2	700,000	-	200,000	-	50,000	50,000	50,000	-	
Water System Model Update	152,285	5,000	5,000	5,000	5,000	5,000	-	177,285	177,285	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 (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	
Woodbine Water Line Replacement	410,000	25,000	-	-	-	-	-	435,000	435,000	2	-	-	-	-	-	-	-	-	
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-	
SUBTOTAL	\$ 12,484,905	\$ 8,885,000	\$ 13,550,000	\$ 4,880,000	\$ 4,955,000	\$ 355,000	\$ 53,850,000	\$ 98,959,905	\$ 16,244,905		\$ 7,830,000	\$ -	\$ 74,885,000	\$ 6,155,000	\$ 9,890,000	\$ 5,380,000	\$ 3,050,000	\$ 350,000	\$ 50,060,000
SUBTOTAL	\$ 12,484,905	\$ 9,285,000	\$ 13,550,000	\$ 4,880,000	\$ 4,955,000	\$ 355,000	\$ 53,850,000	\$ 99,359,905	\$ 16,644,905		\$ 7,830,000	\$ -	\$ 74,885,000	\$ 6,155,000	\$ 9,890,000	\$ 5,380,000	\$ 3,050,000	\$ 350,000	\$ 50,060,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
3/18/2019
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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						
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028									2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028	
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Bakers Branch Stabilization at 621 Somerset Drive	150,000	175,000	-	-	-	-	-	325,000	325,000	2	-		-		-		-	-	-	-	-	
Bakers Branch Stabilization at 1600 & 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 Stabilization at 1540 Echo Bluff	-	-	-	-	-	75,000	-	75,000	75,000	2	-		-		-		-	-	-	-	-	
Creek Bank Stabilization at 3100 River Hill Court	100,000	-	-	-	-	-	-	100,000	100,000	2	-		-		-		-	-	-	-	-	
East Waketon Road Drainage Improvements	50,000	470,000	890,000	1,670,000	-	-	-	3,080,000	520,000	1,2,7	-		-		2,560,000		-	890,000	1,670,000	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,3	-		-		-		-	-	-	-	-	
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	-	50,000	-	-	-	-	50,000	50,000	1,4	-		-		-		-	-	-	-	-	
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	1,5	-		-		-		-	-	-	-	-	
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	1,6	-		-		-	-	-	-	-	-	-	
SUBTOTAL	\$ 800,000	\$ 645,000	\$ 1,115,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,680,000	\$ 3,120,000		\$ -		\$ -		\$ 2,560,000		\$ -	\$ 890,000	\$ 1,670,000	\$ -	\$ -	\$ -

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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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0.2	1,500,000	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	80,000	-	-	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	-	250,000	250,000	250,000	250,000	-	3,230,000	130,000	2	2,100,000	-	1,000,000	-	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	450,000	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning	1,825,000	-	-	-	-	-	-	1,825,000	100,000	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)	-	-	810,000	-	-	-	-	810,000	-	0.2	-	-	810,000	-	810,000	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	1,500,000	-	-	-	-	1,500,000	150,000	0.2	-	-	1,350,000	-	-	1,350,000	-	-	-
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	-	-	300,000	2,100,000	-	-	-	2,400,000	1,400,000	0.2	-	-	1,000,000	-	1,000,000	-	-	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.2,3,5	-	-	2,900,000	-	-	-	-	-	2,900,000
Southside Pump Upgrade	-	-	90,000	1,012,000	-	-	-	1,102,000	452,000	0.2	-	-	650,000	-	650,000	-	-	-	-
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	11,000,000	-	-	-	-	-	11,800,000	-	2	800,000	-	11,000,000	11,000,000	-	-	-	-	-
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	250,000	2,750,000	-	-	-	-	-	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	\$ 16,515,785	\$ 18,805,000	\$ 3,605,000	\$ 3,797,000	\$ 2,465,000	\$ 585,000	\$ 20,550,000	\$ 66,322,785	\$ 7,062,785		\$ 13,185,000	\$ -	\$ 46,075,000	\$ 18,800,000	\$ 3,035,000	\$ 1,600,000	\$ 250,000	\$ 2,990,000	\$ 19,400,000
GRAND TOTAL UTILITY FUND	\$ 29,800,690	\$ 28,335,000	\$ 18,270,000	\$ 10,547,000	\$ 7,620,000	\$ 1,165,000	\$ 75,225,000	\$ 170,962,690	\$ 26,427,690		\$ 21,015,000	\$ -	\$ 123,520,000	\$ 24,955,000	\$ 13,815,000	\$ 8,650,000	\$ 3,300,000	\$ 3,340,000	\$ 69,460,000
GRAND TOTAL UTILITY FUND	\$ 29,800,690	\$ 28,735,000	\$ 18,270,000	\$ 10,547,000	\$ 7,620,000	\$ 1,165,000	\$ 75,225,000	\$ 171,362,690	\$ 26,827,690		\$ 21,015,000	\$ -	\$ 123,520,000	\$ 24,955,000	\$ 13,815,000	\$ 8,650,000	\$ 3,300,000	\$ 3,340,000	\$ 69,460,000

** 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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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								
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028						2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028			
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0,2,5	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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 **	648,000	500,000	150,000	150,000	150,000	150,000	-	1,748,000	13,000	2	635,000	-	1,100,000	500,000	150,000	150,000	150,000	150,000	150,000	-	
Bruton Orand at FM1171 Right Turn Lane (Northbound)	-	100,000	400,000	-	-	-	-	500,000	100,000	2	-	-	400,000	-	400,000	-	-	-	-	-	
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	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)	310,000	6,590,000	-	-	-	-	-	6,900,000	1,150,000	0,1,2	-	-	5,750,000	5,750,000	-	-	-	-	-	-	
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	555,000	-	-	-	-	-	-	555,000	555,000	0,2	-	-	-	-	-	-	-	-	-	-	
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 **	350,000	600,000	-	-	-	-	-	950,000	350,000	0,2,3,5	-	-	600,000	600,000	-	-	-	-	-	-	
FM 2499 at FM 407 Intersection Improvements **	-	400,000	1,300,000	-	-	-	-	1,700,000	1,400,000	1,2	300,000	-	-	-	-	-	-	-	-	-	
FM 2499 at Lakeside North Right Turn Lane **	100,000	375,000	-	-	-	-	-	475,000	375,000	0,2	100,000	-	-	-	-	-	-	-	-	-	
FM 2499 at Waketon Intersection Improvements	-	360,000	1,240,000	-	-	-	-	1,600,000	1,000,000	2,7	-	-	600,000	-	600,000	-	-	-	-	-	
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)	-	60,000	550,000		-	-	-	610,000	400,000	0,2	-	-	210,000	-	210,000		-	-	-	-	
I35W 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)	-	-	-	-	800,000	7,918,000	-	8,718,000	4,975,000	0,1,2	-	-	3,743,000	-	-	-	-	3,743,000	-	-	
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0,2	1,400,000		-	-	-	-	-	-	-	-	
Lakeside Dual Left turn Lane at Gerault **	-	-	-	200,000	-	-	-	200,000	100,000	0,2,5	-	-	100,000	-		100,000		-	-	-	
Lakeside Parkway Capacity Improvements **	-	-	-	540,000	6,840,000	-	-	7,380,000	7,380,000	0,1,2	-	-	-	-		-		-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	-	-	6,500,000	
Morris Road Improvements **	650,000	630,000	-	-	-	-	-	1,280,000	1,155,000	0,1,2,4	-	-	125,000	125,000	-	-	-	-	-	-	
Peters Colony Roundabout **	-	200,000	500,000	-	-	-	-	700,000	200,000	2	-	-	500,000	-	500,000	-	-	-	-	-	
Rippy Road (Waketon to FM 2499)**	800,000	350,000	2,650,000	-	-	-	-	3,800,000	2,115,000	2,7	-	-	1,685,000	-	1,685,000	-	-	-	-	-	
Roadway Amenities	388,083	205,000	90,000	90,000	90,000	90,000	-	953,083	308,083	2,4	195,000	-	450,000	90,000	90,000	90,000	90,000	90,000	90,000	-	
Sidewalk Links **	961,000	150,000	-	-	-	-	-	1,111,000	1,111,000	2,4	-	-	-	-	-	-	-	-	-	-	
Skilern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,561	2,3	819,440		-	-	-	-	-	-	-	-	
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	1,050,000	-	-	-	-	-	-	1,050,000	150,000	2,5	900,000		-	-	-	-	-	-	-	-	
Transportation Model Update and LOS Mapping	-	75,000	-	-	-	-	-	75,000	75,000	2	-	-	-	-	-	-	-	-	-	-	
Waketon Road**	5,500,000	460,000	-	-	-	-	-	5,960,000	4,670,000	2,3,5,7	830,000		-	460,000	460,000	-	-	-	-	-	
Windsor Roundabout Connection	-	325,000	-	-	-	-	-	325,000	325,000	2,4	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 26,950,083	\$ 11,380,000	\$ 7,000,000	\$ 980,000	\$ 10,343,000	\$ 8,158,000	\$ 12,665,337	\$ 77,476,420	\$ 46,783,981	\$ 11	\$ 6,829,440	\$ -	\$ -	\$ 23,863,000	\$ -	\$ 7,525,000	\$ 3,635,000	\$ 340,000	\$ 240,000	\$ 5,383,000	\$ 6,740,000

*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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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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	250,000	\$ 250,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd	-	-	250,000	-	-	-	-	250,000	50,000	0,2	-	-	200,000	-	200,000	-	-	-	-
FM 2499 at College Parkway	340,000	-	-	-	-	-	-	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	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4,5	-	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	250,000	-	-	-	250,000	250,000	2,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	500,000	125,000	125,000	125,000	125,000	125,000	-	1,125,000	-	2	500,000	-	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	275,000	-	-	-	-	-	-	275,000	275,000	0,2,4	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,380,000	\$ 425,000	\$ 375,000	\$ 375,000	\$ 125,000	\$ 125,000	\$ 2,250,000	\$ 5,055,000	\$ 2,930,000		\$ 500,000	\$ -	\$ 1,625,000	\$ 425,000	\$ 325,000	\$ 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.)
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4. Decision Package
5. Developer Agreement(s)
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8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

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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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
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 II (Morriess 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 Reconstruction (Homestead to Cul-de-sac)	-	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	-	-	-	-	-	-	-	-	-	-	-	-
Morriess Road Panel Replacement (FM 3040 to FM 1171) **	-	4,040,000	-	-	-	-	-	4,040,000	4,040,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	-	370,000	-	-	-	-	1,200,000	1,570,000	1,570,000	8.2	-	-	-	-	-	-	-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	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	\$ 3,850,000	\$ 5,420,000	\$ 4,000,000	\$ 2,300,000	\$ 3,275,000	\$ 2,300,000	\$ 7,144,000	\$ 28,289,000	\$ 28,289,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*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)
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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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028									2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Fire and Police Training Center (West Flower Mound)	-	-	-	150,000	2,085,000	-	-	2,235,000	-	2	-	-	-	2,235,000	-	-	150,000	2,085,000	-	-	
Fire Station No. 1 Facility Upgrades **	1,223,375	670,000	-	-	-	-	-	1,893,375	763,375	2.4	980,000	-	-	150,000	150,000	-	-	-	-	-	
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) **	2,070,000	5,400,000	-	-	-	-	-	7,470,000	950,000	2.4	2,070,000	-	-	4,450,000	4,450,000	-	-	-	-	-	
Library Expansion**	12,400,000	-	-	-	-	-	-	12,400,000	-	2.7	12,400,000	-	-	-	-	-	-	-	-	-	
Gibson-Grant Log Cabin Reconstruction	51,593	507,000	307,000	710,000	-	-	-	1,575,593	1,068,593	1.2	-	-	-	507,000	507,000	-	-	-	-	-	
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	-	-	-	-	-	-	-	-	-	
Storage Warehouse	650,000	1,100,000	-	-	-	-	-	1,750,000	1,100,000	2.4	650,000	-	-	-	-	-	-	-	-	-	
Town Hall **	18,919,000	140,000	-	-	-	-	-	19,059,000	859,000	2.7	18,200,000	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 38,734,968	\$ 7,817,000	\$ 307,000	\$ 1,160,000	\$ 8,585,000	\$ -	\$ -	\$ 56,603,968	\$ 6,401,968		\$ 36,060,000	\$ -	\$ 14,142,000	\$ 5,107,000	\$ -	\$ 450,000	\$ 8,585,000	\$ -	\$ -		

*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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7. Tax Increment Reinvestment Zone (TIRZ)
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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							
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028		
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, and Pecan Orchard) **	-	-	350,000	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-		
Individual Park Improvements (Bluebonnet, Colony, and Lakewood) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-	-	-		
2020-21 Playground Replacements (Grand, Cortadera, Wilkerson, Possum) **	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-		
2021-22 Playground Replacements (Peacock) **	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-		
Bakersfield Park Improvements Phase I	-	-	-	-	1,100,000	-	-	1,100,000	1,100,000	8	-	-	-	-	-	-	-	-	-		
Bakersfield Park Improvements Phase 2	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-		
Bakersfield Park Restroom & Concrete Walkway **	-	500,000	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-	-	-		
Bella Lago Park 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	2.6	-	-	-	-	-	-	-	-	-		
Chinn Chapel Lighting Improvements	-	-	-	-	-	-	250,000	250,000	250,000	8	-	-	-	-	-	-	-	-	-		
Community Activity Center Improvements	257,000	-	-	-	-	-	-	257,000	-	2	257,000	-	-	-	-	-	-	-	-		
Courtadera Park Improvements (Loop Trail, Irrigation, Fence & Basketball Court Improvements)	-	200,000	-	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-		
Dixon Park (add Pavilion and Amenities)	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-		
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	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	-	-	-	-	-	-	-	-	-		
Gerault Park Update (Pavilion, Electrical, Grills & Trash)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-		
Gleenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-		
Heritage Park (Lighting Improvements, Restroom at Dog Park, Upgrade Srufaces)	-	-	-	800,000	-	-	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-		
Heritage Park of Flower Mound Phase III	2,181,000	-	-	-	-	-	-	2,181,000	2,181,000	8	-	-	-	-	-	-	-	-	-		
Heritage Park of Flower Mound Phase IV	2,400,000	-	-	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-	-	-		
Individual Park Improvements (Shadow Ridge, Grand, Culwell, and Paker Square) **	-	-	-	-	300,000	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-		
Lakewood Park - Pavilion	-	75,000	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-		
Leonard Johns Park Upgrade (Lighting for Tennis)**	-	-	-	-	185,000	-	-	185,000	185,000	8	-	-	-	-	-	-	-	-	-		
Park and Trail Amenities	510,000	50,000	50,000	50,000	50,000	50,000	-	760,000	760,000	2.6,8	-	-	-	-	-	-	-	-	-		
Peters Colony Memorial Park Master Plan	-	50,000	-	-	-	-	-	50,000	50,000	2.8	-	-	-	-	-	-	-	-	-		
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	-	-	-	-	-	-	-	-		
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-		
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	-	-	-	-	-	-	-	-	-		
Wilkerson Park Upgrade (Lighting, Landscaping, and Irrigation)	-	-	-	-	175,000	-	-	175,000	175,000	2.8	-	-	-	-	-	-	-	-	-		
SUBTOTAL	\$ 9,777,696	\$ 2,275,000	\$ 4,800,000	\$ 2,275,000	\$ 2,260,000	\$ 2,150,000	\$ 13,610,000	\$ 37,147,696	\$ 34,840,696		\$ 2,307,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
GRAND TOTAL GENERAL FUND	\$ 80,692,748	\$ 27,317,000	\$ 16,482,000	\$ 7,090,000	\$ 24,588,000	\$ 12,733,000	\$ 35,669,337	\$ 204,572,085	\$ 119,245,645	\$ 11	\$ 45,696,440	\$-	\$ -	# \$ 39,630,000	\$-	\$ 13,057,000	\$ 3,960,000	\$ 915,000	\$ 8,950,000	\$ 5,508,000	\$ 7,240,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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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					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0.2	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand Elevated Storage Tank Chloramine System	-	150,000	-	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-
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	200,000	-	1,300,000	-	-	-	-	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 Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0.2	-	-	7,600,000	-	-	-	-	-	7,600,000
Denton Creek Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0.2	-	-	16,400,000	-	-	-	-	-	16,400,000
Denton Creek Spine Road 12-inch Water Line	100,000	200,000	2,100,000	-	-	-	-	2,400,000	100,000	0.2	-	-	2,300,000	200,000	2,100,000	-	-	-	-
Denton Creek District - Reuse Waterlines	100,000	100,000	225,000	975,000	-	-	-	1,400,000	1,400,000	0.2	-	-	-	-	-	-	-	-	-
Fire Station No. 7 Utilities	-	300,000	-	-	-	-	-	300,000	300,000	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)	600,000	2,600,000	-	-	-	-	-	3,200,000	2,300,000	0.2,7	-	-	900,000	900,000	-	-	-	-	-
Freeman 12-Inch Water Line (Water Tower to 1,600 Feet North)	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	950,000	-	-	-	-	950,000	390,000	0.2	-	-	560,000	-	-	560,000	-	-	-
Glenview 12 Inch Water Line (Patriot Way to Old Gerault Rd)	-	40,000	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-
Grady Court Water Line	-	150,000	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-	-
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	2	2,250,000	-	-	-	-	-	-	-	-
High Road Water Line Replacement Phase II	-	650,000	2,850,000	-	-	-	-	3,500,000	-	2	-	-	3,500,000	650,000	2,850,000	-	-	-	-
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)	700,000	700,000	-	-	-	-	-	1,400,000	700,000	0.2	-	-	700,000	700,000	-	-	-	-	-
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)	135,000	-	-	-	-	-	-	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	10,000	-	-	-	-	-	130,000	130,000	0.2	-	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0.2	-	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	-	200,000	2,000,000	-	-	-	-	2,200,000	200,000	2	-	-	2,000,000	-	2,000,000	-	-	-	-
Morriss Road Water Lines Phase I (Garden to Forest Vista)	100,000	1,300,000	-	-	-	-	-	1,400,000	500,000	2	-	-	900,000	900,000	-	-	-	-	-
Morriss Road Water Lines Phase II (FM 1171 to Milford)	-	-	350,000	2,650,000	-	-	-	3,000,000	-	2	-	-	3,000,000	-	350,000	2,650,000	-	-	-
Morriss Road Water Lines Phase III (FM 1171 to FM 407)	-	-	-	400,000	4,500,000	-	-	4,900,000	2,200,000	0.2,7	-	-	2,700,000	-	-	-	2,700,000	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	720,000	1,130,000	-	-	-	-	-	1,850,000	400,000	0.2,5	320,000	-	1,130,000	1,130,000	-	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0.2	-	-	260,000	-	-	-	-	-	260,000
Red Bud Point Water Service Relocation	-	775,000	-	-	-	-	-	775,000	-	2	-	-	775,000	775,000	-	-	-	-	-
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	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	-	-	350,000	-	-	-	-	350,000	-	1.2	50,000	-	300,000	-	300,000	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	600,000	-	-	-	-	-	640,000	40,000	2	-	-	600,000	600,000	-	-	-	-	-
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 System Leak Detection & Repair	700,000	-	50,000	50,000	50,000	50,000	-	900,000	-	2	700,000	-	200,000	-	50,000	50,000	50,000	50,000	-
Water System Model Update	152,285	5,000	5,000	5,000	5,000	5,000	-	177,285	177,285	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 (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
Woodbine Water Line Replacement	410,000	25,000	-	-	-	-	-	435,000	435,000	2	-	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 12,484,905	\$ 9,285,000	\$ 13,550,000	\$ 4,880,000	\$ 4,955,000	\$ 355,000	\$ 53,850,000	\$ 99,359,905	\$ 16,644,905		\$ 7,830,000	\$ -	\$ 74,885,000	\$ 6,155,000	\$ 9,890,000	\$ 5,380,000	\$ 3,050,000	\$ 350,000	\$ 50,060,000

** Project Includes ADA Improvements

Other Sources

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

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
3/18/2019
Amendment 2

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE						
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028									2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028	
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Bakers Branch Stabilization at 621 Somerset Drive	150,000	175,000	-	-	-	-	-	325,000	325,000	2	-		-		-		-	-	-	-	-	
Bakers Branch Stabilization at 1600 & 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 Stabilizatoin at 1540 Echo Bluff	-	-	-	-	-	75,000	-	75,000	75,000	2	-		-		-		-	-	-	-	-	
Creek Bank Stabilization at 3100 River Hill Court	100,000	-	-	-	-	-	-	100,000	100,000	2	-		-		-		-	-	-	-	-	
East Waketon Road Drainage Improvements	50,000	470,000	890,000	1,670,000	-	-	-	3,080,000	520,000	1,2,7	-		-		2,560,000		-	890,000	1,670,000	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,3	-		-		-		-	-	-	-	-	
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	-	50,000	-	-	-	-	50,000	50,000	1,4	-		-		-		-	-	-	-	-	
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	1,5	-		-		-		-	-	-	-	-	
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	1,6	-		-		-	-	-	-	-	-	-	
SUBTOTAL	\$ 800,000	\$ 645,000	\$ 1,115,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,680,000	\$ 3,120,000		\$ -		\$ -		\$ 2,560,000		\$ -	\$ 890,000	\$ 1,670,000	\$ -	\$ -	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
3/18/2019
Amendment 2

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0.2	1,500,000	-	-	-	-	-	-	-	-	-	-	
Impact Fee Update	-	-	80,000	-	-	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-	-	-	
Inflow-Infiltration/Evaluation and Repair	2,230,000	-	250,000	250,000	250,000	250,000	-	3,230,000	130,000	2	2,100,000	-	1,000,000	-	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	450,000	-	-	-	-	-	-	-	-	-	-	
Lift Station Improvements and Decommissioning	1,825,000	-	-	-	-	-	-	1,825,000	100,000	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)	-	-	810,000	-	-	-	-	810,000	-	0.2	-	-	810,000	-	810,000	-	-	-	-	-	-	
Oak Street Lift Station and Force Main Phase IV	-	-	1,500,000	-	-	-	-	1,500,000	150,000	0.2	-	-	1,350,000	-	1,350,000	-	-	-	-	-	-	
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	-	2,500,000	-	
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	430,000	-	-	-	430,000	230,000	0.2	-	-	200,000	-	-	-	-	200,000	-	-	-	
Southside Force Main Extension	-	-	300,000	2,100,000	-	-	-	2,400,000	1,400,000	0.2	-	-	1,000,000	-	1,000,000	-	-	-	-	-	-	
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.2,3,5	-	-	2,900,000	-	-	-	-	-	-	2,900,000	-	
Southside Pump Upgrade	-	-	90,000	1,012,000	-	-	-	1,102,000	452,000	0.2	-	-	650,000	-	650,000	-	-	-	-	-	-	
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	11,000,000	-	-	-	-	-	11,800,000	-	2	800,000	-	11,000,000	11,000,000	-	-	-	-	-	-	-	
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	250,000	2,750,000	-	-	-	-	-	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	\$ 16,515,785	\$ 18,805,000	\$ 3,605,000	\$ 3,797,000	\$ 2,465,000	\$ 585,000	\$ 20,550,000	\$ 66,322,785	\$ 7,062,785		\$ 13,185,000	\$ -	\$ 46,075,000	\$ 18,800,000	\$ 3,035,000	\$ 1,600,000	\$ 250,000	\$ 2,990,000	\$ 19,400,000			
GRAND TOTAL UTILITY FUND	\$ 29,800,690	\$ 28,735,000	\$ 18,270,000	\$ 10,547,000	\$ 7,620,000	\$ 1,165,000	\$ 75,225,000	\$ 171,362,690	\$ 26,827,690		\$ 21,015,000	\$ -	\$ 123,520,000	\$ 24,955,000	\$ 13,815,000	\$ 8,650,000	\$ 3,300,000	\$ 3,340,000	\$ 69,460,000			

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

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

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: March 18, 2019

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc. for the design phase services associated with the Bruton Orand Boulevard at FM 1171 Right Turn Lane project, in the amount of \$61,294.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project consists of the construction of a new right turn lane on northbound Bruton Orand Boulevard at the FM 1171/Bruton Orand Boulevard intersection. The construction will include paving, a retaining wall and relocations of storm inlets, sidewalk, ramps and traffic signal changes.

The scope of the Professional Services Agreement includes a topographic survey, subsurface utility engineering, property owner coordination assistance, preparation of design plans, technical specifications, cost estimates, and bidding phase services.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$61,294.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$61,294.00	531-220-70635

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

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

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PACHECO KOCH CONSULTING ENGINEERS, INC.**

This contract is entered into on this 18th day of March, 2019, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Pacheco Koch Consulting Engineers, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 6100 Western Place, Suite 1001, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Bruton Orand Boulevard at FM 1171 Right Turn Lane project; and

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

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Bruton Orand Boulevard at FM 1171 Right Turn Lane project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Sixty One Thousand Two Hundred Ninety Four and No/100 Dollars (\$61,294.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Dale Crown, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

IX.

Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

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

XIX. **Notice Information**

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

Dale Crown, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 Telephone

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

Brian D. O'Neill, P.E., CFM
Principal
Pacheco Koch Consulting Engineers, Inc.
6100 Western Place, Suite 1001
Fort Worth, Texas 76107
817-412-7155 Telephone

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

XX. **Applicable Law**

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and

is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.

Non-Discrimination

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

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

XXII.

Arbitration

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

XXIII.

No Waiver of Governmental Immunity

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

XXIV.

Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:

Pacheco Koch Consulting Engineers, Inc.

By:  

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

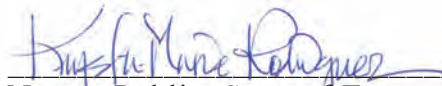
Title: President

Date Signed: 02/28/2019

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 28 day of February, 2019, by Mark A. Pacheco in his capacity as President of Pacheco Koch Consulting Engineers, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Pacheco Koch Consulting Engineers, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 28 DAY OF FEBRUARY, 2019.


Notary Public, State of Texas

My Commission Expires:

October 19, 2019

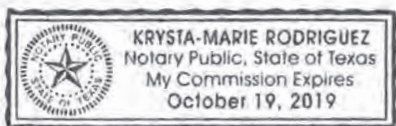


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EXHIBIT 'A' – SCOPE OF SERVICES

BRUTON ORAND BOULEVARD AT FM 1171 – RIGHT TURN LANE

PROJECT DESCRIPTION:

The project consists of construction of approximately 200 feet of right turn lane expansion from northbound Bruton Orand Boulevard to eastbound FM 1171 and a traffic signal relocation along with the necessary sidewalk, permanent pavement marking, signing, traffic control, and other details.

BASIC SERVICES:

Task A. Project Management, Coordination & Permitting

1. Manage the Team:
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Allocate team resources
2. Communications and Reporting:
 - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
 - Conduct review meetings with the OWNER at the end of each design phase.
 - Prepare and submit monthly invoices in the format acceptable to the OWNER.
 - Prepare and submit monthly progress reports.
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
3. Utility Clearance:
 - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation

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efforts of franchise utilities that remain in conflict with the proposed construction.

4. Permit Coordination:
CONSULTANT will provide coordination with the railroad, USACE and/or TxDOT or other required agency for Permitting of the proposed infrastructure construction. Included in this item are:
- Coordination of submittal of Application for Permit.
 - Research and provide appropriate design specifications.
 - Coordination for final plan approval.
 - Up to three (3) coordination meetings, if required.
 - Application and Permitting fees and special insurance premiums are not included.

Task B. Conceptual Design (30% Submittal)

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

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

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

1. Data Collection

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

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2. The Conceptual Design Package shall include the following:
 - Conceptual (30%) plans to include:
 - Cover Sheet
 - Project Layout & Control Sheet
 - Roadway Typical Section
 - Roadway plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Cross Section Sheets
Scale 1" = 20' Horizontal; 1" = 4' Vertical
 - Drainage plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Drainage Area Map
Scale 1" = 200' Horizontal (Maximum)
 - Documentation of key design decisions.
 - Conceptual opinion of probable construction cost with a 20% contingency.
3. Submit two (2) half sized 11"x17", PDF of plans and conceptual opinion of probable construction costs to the OWNER for review.

Task C. Final Design (95% and 100% Submittal)

1. The Final Design Package shall include the following:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Roadway Typical Section
 - Roadway plan and profile sheets.
 - Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Cross Section Sheets
 - Scale 1" = 20' Horizontal; 1" = 4' Vertical
 - Drainage plan and profile sheets.
 - Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Signal and Conduit Sheets
 - Erosion Control Plans
 - Traffic Control Plan Sheet(s)
 - Pavement Markings Sheet(s)
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.
Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

2. Revise conceptual plans incorporating comments from the OWNER.

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3. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
4. Submit two (2) half sized 11"x17" of 95% plans, two (2) set of 95% construction contract documents and 95% opinion of probable construction costs for OWNER review along with PDF of above plans and construction contract documents.
5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
6. Submit five (5) half sized sealed 11"x17", five (5) sets of sealed construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and final opinion of probable construction costs to the OWNER for review.
 - If addenda result in significant changes to plans or contract documents, as defined by OWNER, five additional sets of revised plans and documents shall be provided by CONSULTANT.

Task D. Traffic Signal Design (95% and 100% Submittal)

1. Prepare preliminary 95% construction plans:
 - Prepare the following plan sheets for the preliminary (95%) design plans:
 1. General notes
 2. Summary of estimated quantities
 3. Existing conditions and removals plan sheet
 4. Traffic Signal Design plan sheet for each intersection
 5. Permanent Signal design summary tables and charts for one intersection
 6. OWNER/TxDOT standard detail sheets
 7. Assemble standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
 8. Prepare an estimate of construction quantities and develop the final opinion of probable construction costs.
2. Attend one (1) review coordination meeting with the OWNER to discuss the details of the traffic signal design.
3. Prepare Final 100% construction plans:
 - Revise preliminary plans, incorporating comments from the OWNER.
 - Finalize construction contract documents including special technical specifications and special conditions (if any).
 - Prepare estimates of final construction quantities and final opinions of construction cost.
4. Once approved, submit:

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- A copy of the bid documents to be included with the roadway plans.
- A copy of the signed and sealed 100% plans in PDF format to be included with the roadway plans

Task E. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing half size 11"x17" black and white PDF images and AutoCAD files.

Task F. Direct Expenses (Not to Exceed)

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

Task G. Field Survey

1. Establish Survey Control

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

2. Benchmark Loop

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

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performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

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

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

4. Existing Drainage Channels and Drainage Area Verification

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

5. Existing Underground and/or Overhead Utilities

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

6. Right-of-Way

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

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7. Existing Storm Sewers and Culverts

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

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

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

Task H. Right-of-Way & Easement Documents

1. The CONSULTANT shall prepare the right-of-way and easement exhibits necessary for the selected alternative.

Task I. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bidder Assistance:
 - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
2. Conformed Construction Documents:
 - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

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SPECIAL SERVICES (IF REQUESTED):

Task J. Retaining Wall Design (95% and 100% Submittal):

Pacheco Koch will provide retaining wall design to be incorporated into the construction plans pending an analysis of the alternatives of the proposed improvements. The retaining wall will consist of a cast-in-place spread footing concrete retaining wall approximately 120 feet long and estimated maximum wall height of 5 feet.

1. Retaining wall plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
2. Detail Sheets

Task K. Subsurface Utility Engineering:

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

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot. One Call will be used for designation.
- Quality Level A (QL"A") – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

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

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Services not included in this contract:

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

END OF EXHIBIT 'A'

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

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

BRUTON ORAND BOULEVARD AT FM 1171 RIGHT TURN LANE

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services. CONSULTANT shall receive approval from owner before beginning a task.

Basic Services

Task A.	Project Management, Coordination & Permitting	\$ 6,270.00
Task B.	Conceptual Design (30% Submittal)	8,860.00
Task C.	Final Design (95% and 100% Submittal)	13,755.00
Task D.	Traffic Signal Design (95% and 100% Submittal)	8,020.00
Task E.	Project Completion	2,360.00
Task F.	Direct Expense (Not to Exceed)	<u>929.00</u>
		\$ 40,194.00

Special Services

Task G.	Field Survey	\$ 8,500.00
Task H.	ROW/Easement Preparation	2,500.00
Task I.	Bid Phase Services	<u>1,855.00</u>
		\$ 12,855.00

Special Services (If Requested)

Task J.	Retaining Wall Design (95% and 100% Submittal)	\$ 4,615.00
Task K.	Subsurface Utility Engineering (SUE)	<u>3,630.00</u>
		\$ 8,245.00

TOTAL **\$ 61,294.00**

METHOD OF PAYMENT:

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

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: March 18, 2019

FROM: Blake Hummel, P.E., Senior Project Engineer

ITEM: Consider approval of a Construction Agreement with 2L Construction, LLC, for the FM2499 at Lakeside Parkway Northbound Right-Turn Lane project, in the amount of \$348,143.25; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 12, 2019, bids were received and opened (Bid # 2019-23-B) for the FM2499 at Lakeside Parkway Northbound Right-Turn Lane project. 2L Construction, LLC submitted the lowest qualified bid of the six responding bidders at a base bid of \$348,143.25.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$348,143.25

Proposed Expenditure/(Revenue):	Account Number(s):
\$348,143.25	550-117-70628

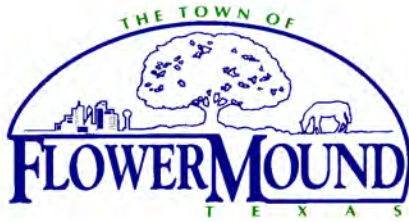
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.



Town of Flower Mound
Bid Tabulation

Bid No: 2019-23-B - FM 2499 at Lakeside Parkway Northbound Right Turn Lane

Bid Opening: 2/12/2019 at 11:00 AM

Company	Total Bid
Northrock Construction, LLC	\$ 363,966.93
2L Construction, LLC	\$ 348,143.25
Stabile & Winn, Inc	\$ 391,183.50
Pavecon Public Works	\$ 475,935.20
Urban Infraconstruction, LLC	\$ 389,096.95
Tiseo Paving Co.	\$ 424,251.65

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

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: February 12, 2019

TOWN OF FLOWER MOUND**FM2499 at Lakeside Parkway
Northbound Right-Turn Lane****Bid # 2019-23-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 18th day of March, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and 2L Construction, a Limited Liability Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FM 2499 at Lakeside Parkway Northbound Right-Turn Lane,
Bid # 2019-23-B

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

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Three Hundred Forty-Eight Thousand One Hundred Forty-Three Dollars and Twenty-Five cents (\$348,143.25)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Ninety (90) calendar days, and final completion of One hundred Twenty (120) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

(Signature)
(Printed Name)
(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____

(Signature)
(Position)



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: March 18, 2019

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD19-0003 - Home Depot Silveron Addition) to amend Planned Development District-31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP-245) to amend Specific Use Permit 245 (SUP-245) to allow for truck rental, trailer rental, and rental/sales of propane containers outdoors on site. The property is generally located east of Long Prairie Road and south of Lakeside Parkway. *(The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its March 11, 2019, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. P&Z recommended approval of the subject request with a few additions/modifications:

- Moving the proposed trailer rental location from near the front entrance of the main building to adjacent to the proposed truck rental parking spaces and utilizing two spaces for one trailer.
- Providing clearly legible signage and striping of all six rental parking spaces.
- Ensuring industrial gas containers are also allowed to be rented/sold in addition to propane containers.

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 as recommended by the Planning and Zoning Commission.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: March 11, 2019

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD18-0013 - Home Depot Silveron Addition) to amend Planned Development District-31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP-245) to amend Specific Use Permit 245 (SUP-245) to allow for truck rental, trailer rental, and rental/sales of propane containers outdoors on site. The property is generally located east of Long Prairie Road and south of Lakeside Parkway.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On January 28, 2019, the Planning and Zoning Commission (P&Z) recommended approval of a request to amend the subject PD to allow for limited truck rentals. After the P&Z meeting, the applicant withdrew the request in order to add two amendments to their application. The current request now includes rental/sales of propane containers and rental of one trailer outdoors as shown on the amended conceptual site plan (Attachment (B)-1).

PD-31 currently prohibits the storage of vehicles, propane tanks and trailers outside. The site is located within the Lakeside Business District Area Plan of the Town's Master Plan, with the designation for Campus Commercial development. The subject site is currently developed with a Home Depot store.

According to the applicant's updated letter of intent, the request is to allow four existing parking spaces to be designated as "Truck Rental Stalls". The trucks will be rented out to Home Depot customers and will be permanently stored on site. The request now also includes one trailer to be stored outside for rental by customers as well as propane storage cages with containers for rent/sale.

The proposed spaces are well screened from Long Prairie Road by existing landscaping. The applicant has also agreed to plant evergreen shrubs along the three parking islands closest to the subject parking stalls to provide an additional layer of screening.

The draft development standards limit the type of vehicles for rent to box trucks, cargo vans and pick-up trucks. No more than four vehicles will be allowed to be located on the site. The vehicles must be located in the spaces designated on the proposed conceptual site plan. The revised standards also limit the location and number of trailers for rent to one as shown on the conceptual plan. Propane storage containers will now be allowed outside the store as shown on the revised conceptual plan.

III. CORRESPONDENCE

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

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

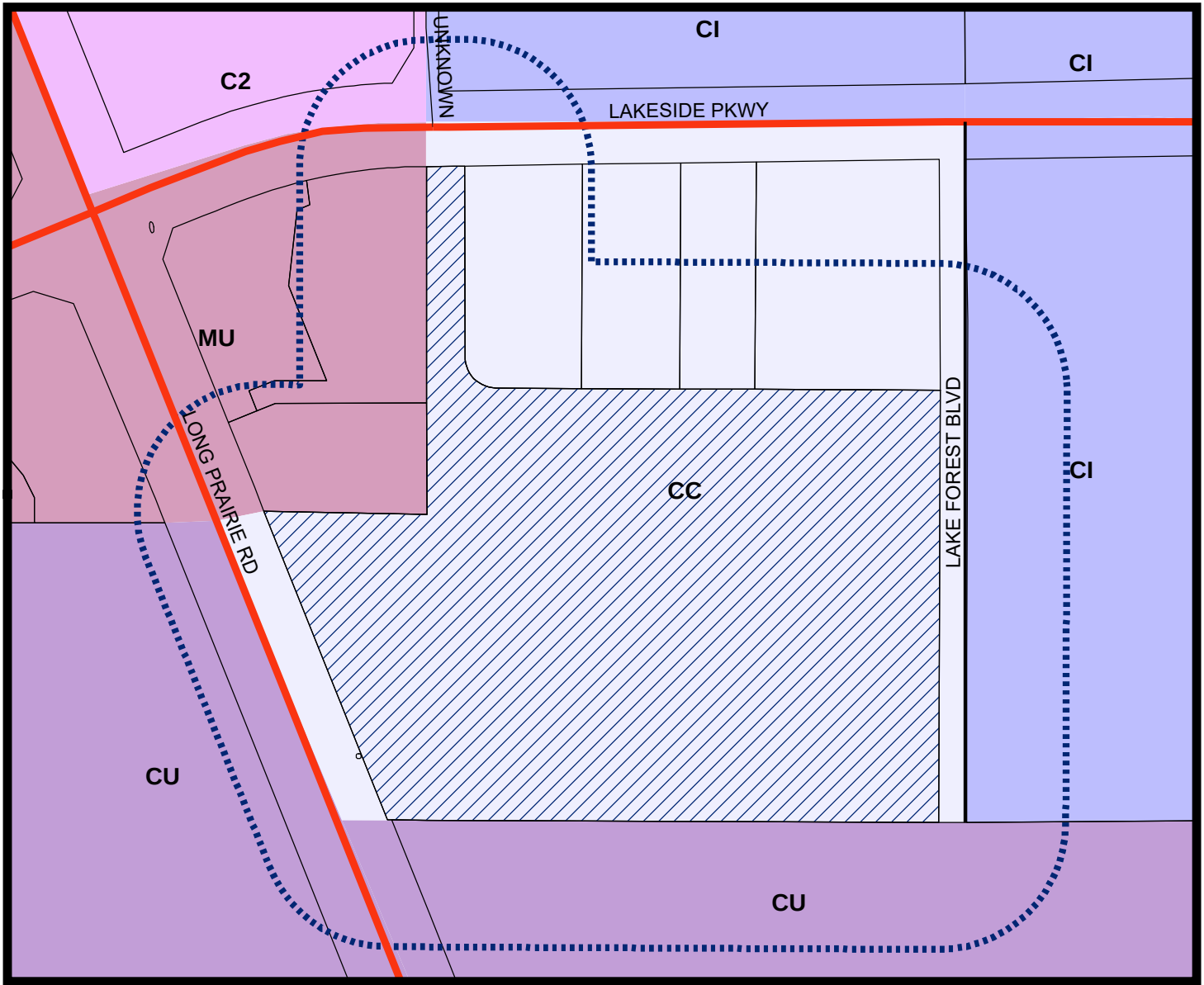
B. Application Details

1. Zoning Planned Development Package
2. Draft Development Standards



Vicinity Map

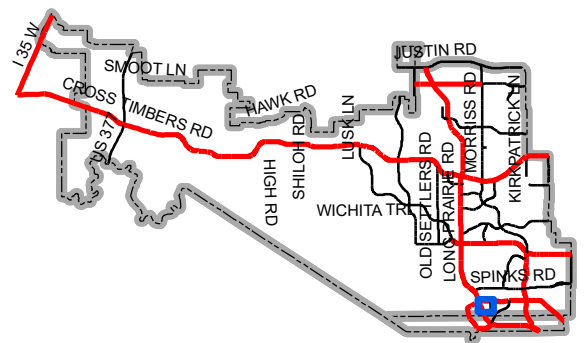
Reference Project: ZPD19-0003



LEGEND

- Campus Commercial
- Campus Industrial
- *Combined Uses-See Ordinance
- Commercial 2
- Mixed Use

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

**LARS ANDERSEN & ASSOCIATES, INC.**

CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
ADA COMPLIANCE • LEED ACCREDITED • STORM WATER QUALITY
4694 W JACQUELYN AVENUE
FRESNO, CA 93722
PH (559) 276-2790 FX (559) 276-0850
TEXAS REGISTERED ENGINEERING FIRM F-18450

SCOTT A. MOMMER, PE, QSD
PRESIDENT

DANIEL J. ZOLDAK, PE, PLS
CAsp, LEED AP, QSD/P
VICE PRESIDENT

February 5, 2019

Chuck Russell
Town Planner
Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: Home Depot Flower Mound, TX #6572 Letter of Intent – Truck Rental Application

Dear Mr. Russell,

The Home Depot is requesting to amend Specific Use Permit No. 245 to allow for Truck Rentals to be allowed at the existing Home Depot located at 852 Long Prairie Road. The Application is requesting for four (4) parking stalls to be designated as Truck Rental Stalls. The purpose of this Use is to provide an additional service to customers. The trucks would be permanently stored on-site, and rental transaction would occur through the Home Depot Store. In addition, Home Depot is proposing for one (1) trailer to be allowed to be rented by customers. Please see the Conceptual Site Plan for the location of the one (1) trailer.

Home Depot is also proposing an amendment to allow propane storage cages along the front canopy of the store. Please see the Conceptual Site Plan for the location.

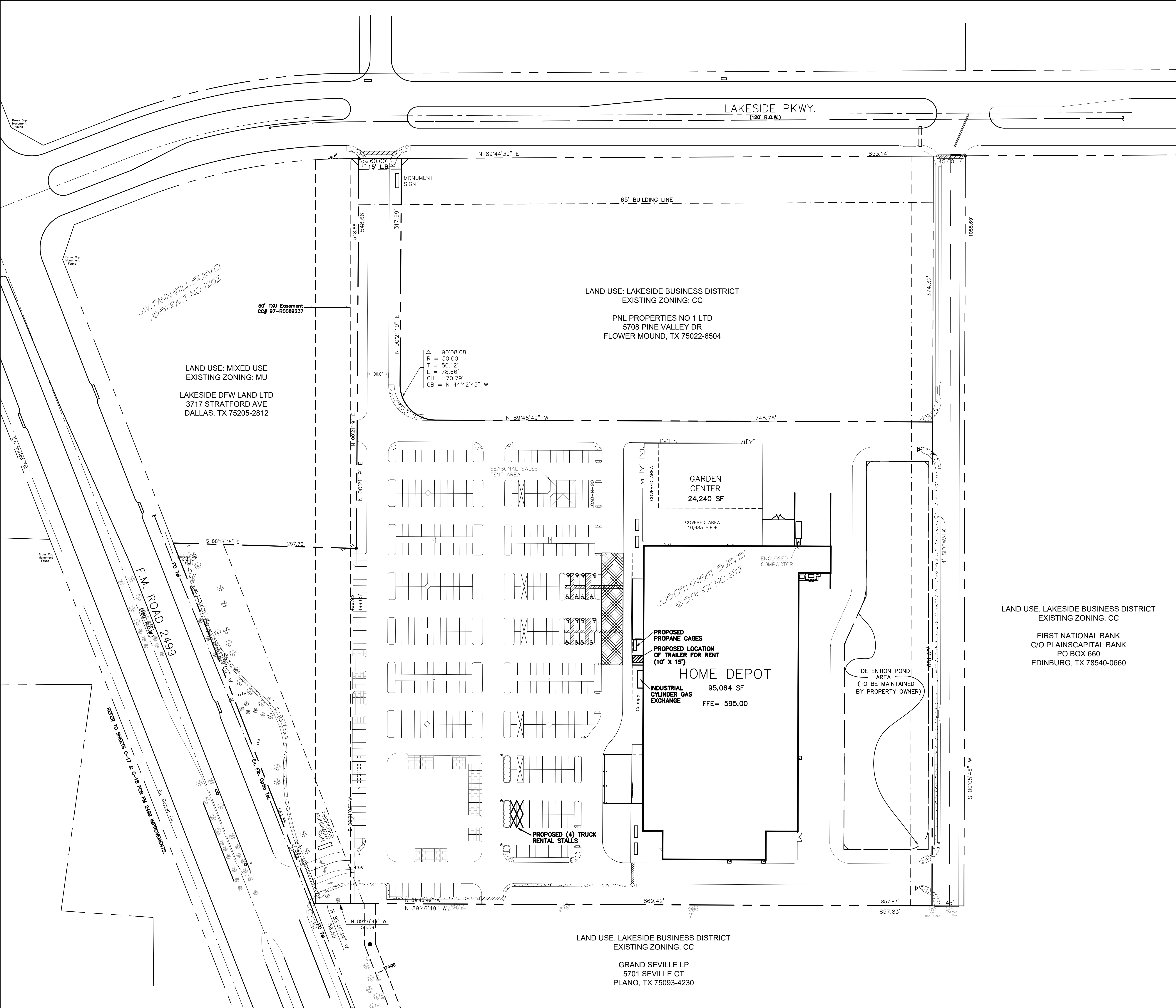
The site is presently zoned Planned Development 31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP 245). The Home Depot site area is +/-15.01 acres.

The Home Depot looks forward in working with the Town of Flower Mound on an approval for the proposed Truck Rental Use, Trailer Rental, and propane cages.

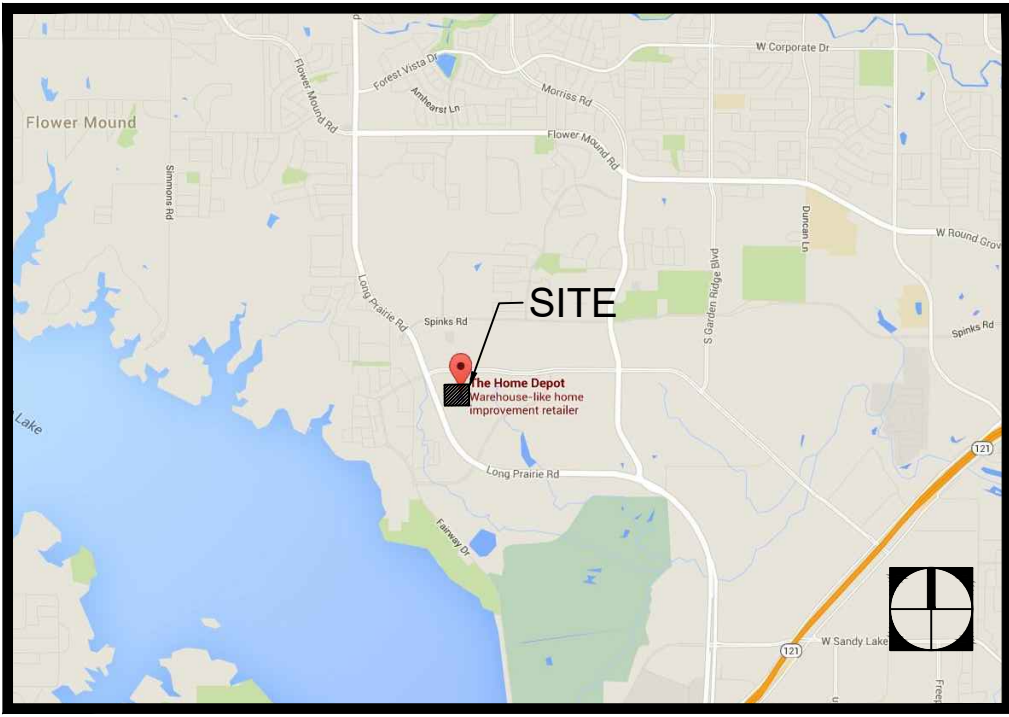
Sincerely,
LARS ANDERSEN & ASSOCIATES, INC.

Scott A. Mommer

Scott A. Mommer, PE
President



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE - FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM



PROJECT INFORMATION

SITE AREA
THE HOME DEPOT ±15.01 ACRES
CURRENT USE PD 31 WITH CC USES
SUP (SPECIAL USE PERMIT) #245

BUILDING AREA
THE HOME DEPOT 95,064 SF
GARDEN CENTER 24,240 SF
TOTAL 119,304 SF

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
THE HOME DEPOT	1 SP/250 SF	380	
GARDEN CENTER	1 SP/250 SF	97	
TOTAL		477	505

HOME DEPOT FRONT FIELD PROVIDED 505 SPACES
NOT INCLUDED IN PARKING PROVIDED
TRUCK RENTAL PARKING 4 SPACES
SEASONAL SALES TENT AREA 8 SPACES
NEW PROVIDED TOTAL STALLS 493 SPACES

*ADD NEW EVERGREEN LANDSCAPING (SHRUBS)

PROJECT NOTES

- THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY; SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE REQUIREMENTS MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

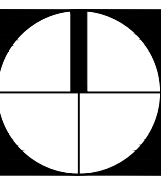
DATE: 12/12/18
REVISION DATE: 2/5/19

SITE PLANNER DEREK FINNEGAN
SITE DEV. COORDINATOR SCOTT MOMMER
REAL ESTATE MARKET
R. E. AGENDA NAME



FLOWER MOUND TX
852 LONG PRAIRIE RD

LA PROJECT NO. 18129.00



SCALE: 1"=50'-0"



CONCEPTUAL SITE PLAN

Draft Development Standards

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

Lot 2, Block A, of the Home Depot Silveron Addition, Denton County, Texas.

Exhibit "B," entitled "Development Standards," of Ordinance No. 22-02, as amended by Ordinance No. 33-04 and by Ordinance No. 15-16 is hereby amended in part by amending the "Miscellaneous Standards" for Specific Use Permit No. 245 within Planned Development District No. 31 to allow for limited rental and outside storage of trucks, limited rental of a vehicular trailer and rental/sales of propane containers, as more fully described below and as shown on the conceptual site plan attached as Exhibit "A" hereto and incorporated herein.

1. No more than four vehicles are allowed to be stored and rented on the property.
2. Vehicles must be stored in the four parking spaces designated on Exhibit "A" as "Truck Rental Stalls".
3. The only vehicles allowed to be stored in the "Truck Rental Stalls" are flat bed pick-ups, cargo vans and box trucks as shown on Exhibit "A".
4. The "Truck Rental Stalls" must be clearly identified by Town approved sign(s).
5. Rows of evergreen shrubs must be installed and approved by the Town staff within six months of the date of passage of this ordinance within the areas shown on Exhibit "A".
6. No more than one vehicular trailer is allowed to be stored and rented on the property as shown on the attached conceptual site plan.
7. Rental/Sales of propane containers are allowed as shown on the attached conceptual site plan

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 22-02, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) WITH CAMPUS COMMERCIAL (CC) USES AND GRANTED SPECIFIC USE PERMIT NO. 245 (SUP-245) FOR A RETAIL SINGLE TENANT OVER 100,000 SQUARE FEET ON CERTAIN PROPERTY DESCRIBED AS LOT 2, BLOCK A, OF THE HOME DEPOT SILVERON ADDITION, AS AMENDED BY ORDINANCE NO. 33-04 AND ORDINANCE NO. 15-16, BY AMENDING THE MISCELLANEOUS STANDARDS FOR SUP-245 TO ALLOW FOR LIMITED TRUCK AND TRAILER RENTAL; AND RENTAL/SALES OF NATURAL GAS CONTAINERS; 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 owner of the property described as Lot 2, Block A, of the Home Depot Silveron Addition has filed an application for a Zoning Planned Development amendment to amend Ordinance No. 33-04 and Ordinance No. 15-16 for Planned Development District No. 31 (PD-31) and Specific Use Permit No. 245 (SUP-245); and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 11, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on March 18, 2019, with respect to the Zoning Planned Development amendment described herein; and

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

WHEREAS, the Town Council finds that the amendment as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

ORDINANCE NO. _____**Page 2**

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 as shown below:

Lot 2, Block A, of the Home Depot Silveron Addition, Denton County, Texas.

Exhibit "B," entitled "Development Standards," of Ordinance No. 22-02, as amended by Ordinance No. 33-04 and by Ordinance No. 15-16 is hereby amended in part by amending the "Miscellaneous Standards" for Specific Use Permit No. 245 within Planned Development District No. 31 to allow for limited rental and outside storage of trucks, limited rental of a vehicular trailer and rental/sales of propane/natural gas containers, as more fully described below and as shown on the conceptual site plan attached as Exhibit "A" hereto and incorporated herein.

1. No more than four vehicles are allowed to be stored and rented on the property.
2. Vehicles must be stored in the four parking spaces designated on Exhibit "A" as "Truck Rental Stalls".
3. The only vehicles allowed to be stored in the "Truck Rental Stalls" are flat bed pick-ups, cargo vans and box trucks as shown on Exhibit "A".
4. The "Truck Rental Stalls" must be clearly identified by Town approved sign(s) and parking space striping.
5. Rows of evergreen shrubs must be installed and approved by the Town staff within six months of the date of passage of this ordinance within the areas shown on Exhibit "A".
6. No more than one vehicular trailer is allowed to be stored and rented on the property as shown on the attached conceptual site plan.
7. Rental/Sales of propane/natural gas containers are allowed as shown on the attached conceptual site plan

SECTION 2

The use of the property described above shall be subject to all applicable regulations contained in PD-31, the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

ORDINANCE NO. _____**Page 3****SECTION 3**

The amendment of Specific Use Permit No. 245 as amended in Section 1 herein is conditioned upon adherence to the conceptual site plan attached hereto as Exhibit "A."

SECTION 4

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

SECTION 5

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 6

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

SECTION 7

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 8

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 9

ORDINANCE NO. _____**Page 4**

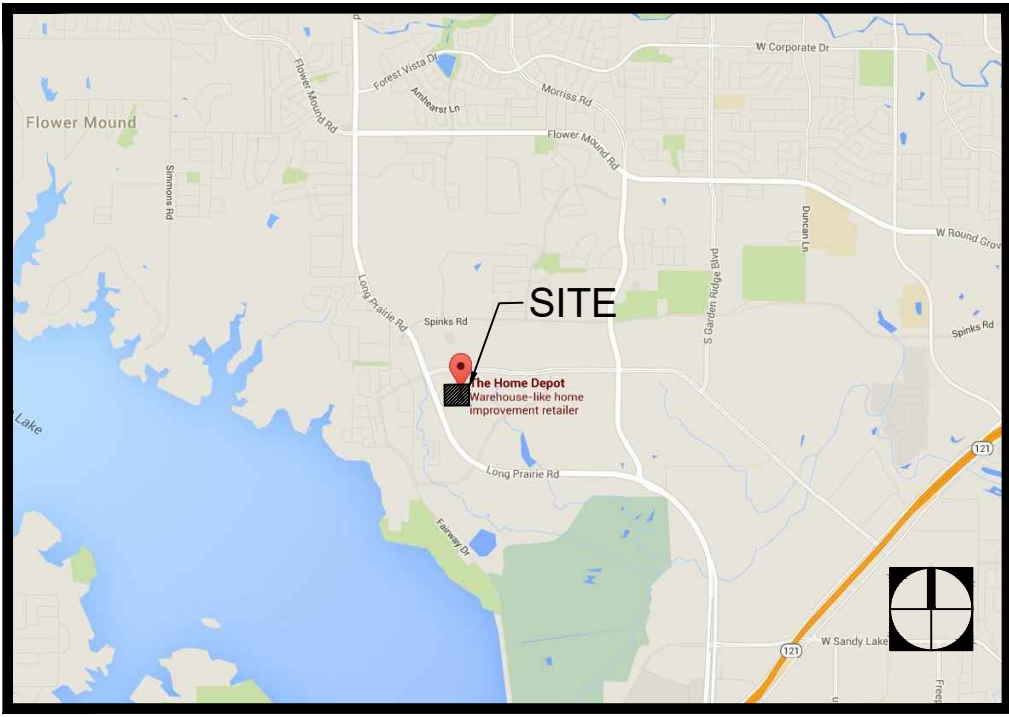
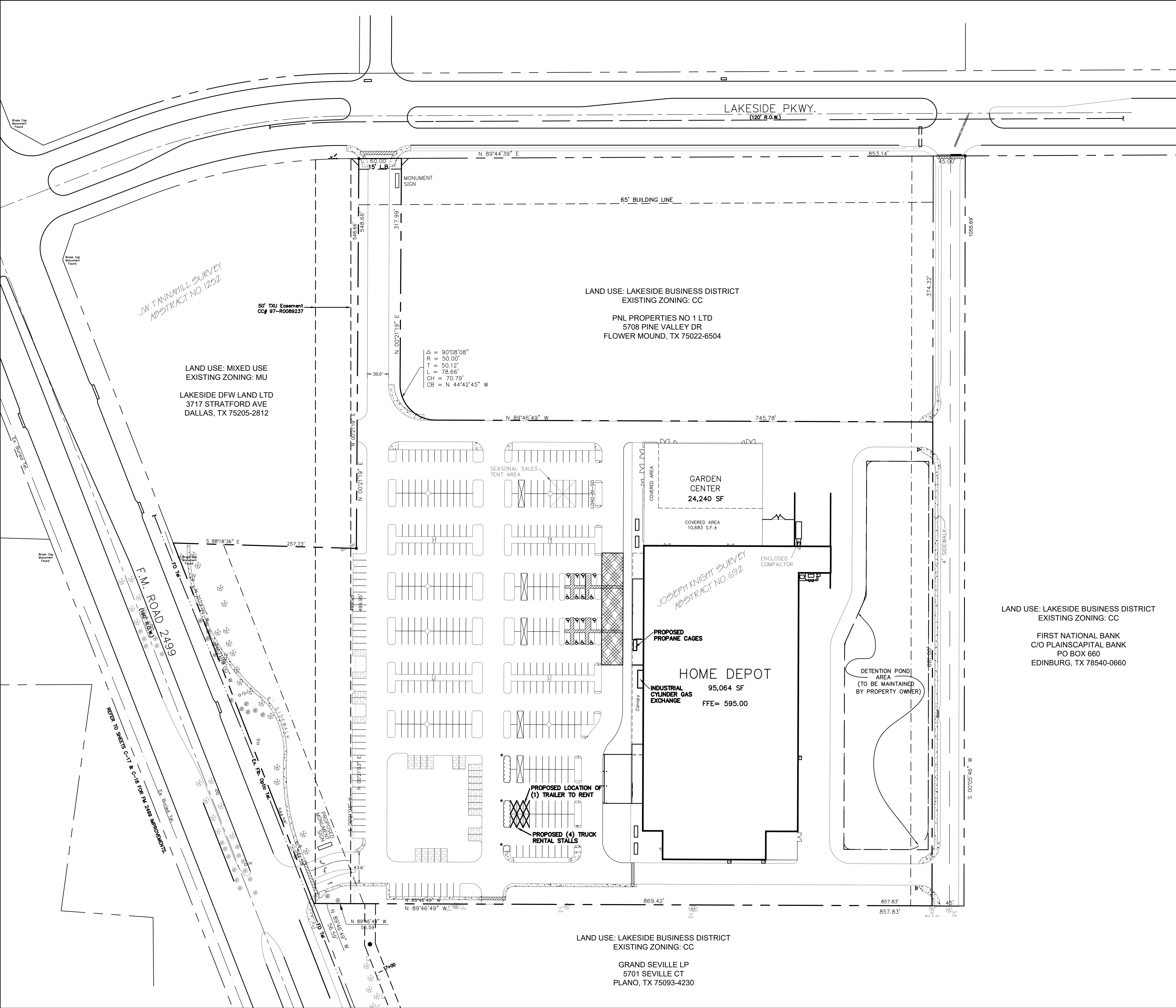
This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF
_____, 2019.**

APPROVED:

STEVE DIXON, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY**APPROVED AS TO FORM AND LEGALITY:****Bryn Meredith, TOWN ATTORNEY**



PROJECT INFORMATION

SITE AREA
THE HOME DEPOT ±15.01 ACRES
CURRENT USE PD 31 WITH CC USES
SUP (SPECIAL USE PERMIT) #245

BUILDING AREA
THE HOME DEPOT 95,064 SF
GARDEN CENTER 24,240 SF
TOTAL 119,304 SF

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
THE HOME DEPOT	1 SP/250 SF	380	
GARDEN CENTER	1 SP/250 SF	97	
TOTAL		477	505

HOME DEPOT FRONT FIELD PROVIDED 505 SPACES
NOT INCLUDED IN PARKING PROVIDED
TRUCK RENTAL PARKING 4 SPACES
SEASONAL SALES TENT AREA 8 SPACES
TRAILER RENTAL PARKING 2 SPACES
NEW PROVIDED TOTAL STALLS 491 SPACES

LAND USE: LAKESIDE BUSINESS DISTRICT
EXISTING ZONING: CC
FIRST NATIONAL BANK
C/O PLAINSCAPITAL BANK
PO BOX 660
EDINBURG, TX 78540-0660

*ADD NEW EVERGREEN LANDSCAPING (SHRUBS)

PROJECT NOTES

- THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY; SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE REQUIREMENTS MUST BE VERIFIED.

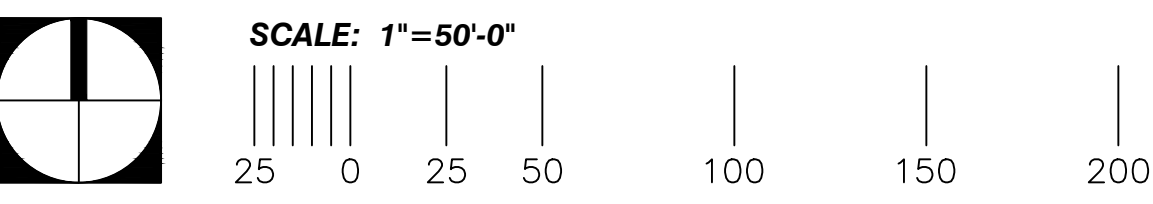
DRAWING ISSUE/REVISION RECORD

DATE: 12/12/18
REVISION DATE: 3/14/19

SITE PLANNER DEREK FINNEGAN
SITE DEV. COORDINATOR SCOTT MOMMER
REAL ESTATE MARKET
R. E. AGENDA NAME

FLOWER MOUND TX
852 LONG PRAIRIE RD

LA PROJECT NO. 18129.00



CONCEPTUAL SITE PLAN



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: March 18, 2019

FROM: John Habern, Parks, Trails and Landscape Specialist

ITEM: **Public Hearing to consider a request to amend the Land Development Regulations (LDR19-0001 – Landscaping) by amending Chapter 82, Article V, Division 2, entitled “Landscaping,” of the Town’s Code of Ordinances, to allow for the use of Synthetic Turf. (The Planning and Zoning Commission recommended denial by a vote of 4 to 3 at its March 11, 2019, meeting.)**

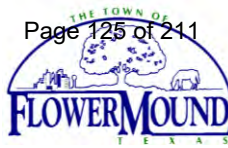
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z public hearing, discussion on the appearance, specifically the color of synthetic turf was discussed. Staff added language to the Criteria for Synthetic Turf Installation to include a turf blade color bullet point for staff to apply during the review process. This bullet point comes directly after a similar bullet point that requires the synthetic turf to have a tan or beige thatch layer, essentially eliminating the cheaper or less attractive options from being utilized.

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 as presented in the agenda caption.



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 5

REGULAR ITEM

DATE: March 11, 2019

FROM: John Habern, Parks, Trails & Landscape Specialist

ITEM: Public Hearing to consider a request to amend the Land Development Regulations (LDR19-0001 – Landscaping) by amending Chapter 82, Article V, Division 2, entitled “Landscaping,” of the Town’s Code of Ordinances, to allow for the use of Synthetic Turf.

I. ITEM SUMMARY

There are no outstanding issues associated with this request.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On [March 20th, 2017](#), staff brought forward an amendment (LDR17-0001 – Landscaping) to amend the Town’s Land Development Regulation to allow for the use of Artificial and Inorganic Materials (AIM). The amendment was approved by a vote of 5 to 0. This ordinance restricted synthetic turf to outdoor recreation and play areas only.

On [March 5th, 2018](#), by the request of the Town Council, staff delivered a presentation to the Council during the Town Manager’s report on synthetic turf. The presentation covered best practices, pros and cons, and benchmark city survey results. Staff was given direction to come back with an amendment to the Land Development Regulations to allow synthetic turf use within commercial land uses that exceed the minimums, while leaving final approval to Town Council.

The proposed amendment allows the Town Council to approve additional locations and coverage amounts for properties located in areas master planned for Campus Industrial uses within the Lakeside Business District.

III. ATTACHMENTS

A. Background Information

1. Ord. No. 09-17 - Artificial and Inorganic Material (AIM) Ordinance

B. Application Details

1. Draft Redline Ordinance
2. Criteria for Synthetic Turf Installation

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 09-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 82, ARTICLE V, DIVISION 2, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 82-247 TO ADD STANDARDS RELATED TO THE ALLOWED USE OF AGGREGATE OR INORGANIC MATERIALS IN LANDSCAPED AREAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; 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 previously adopted Chapter 82, Article V, Division 2, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, which regulates Landscaping throughout the Town; and,

WHEREAS, the Town Council finds and determines that the regulations related to the materials permitted to be used in landscaped areas should be amended to allow the use of aggregate or inorganic materials; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on March 20, 2017, with respect to the Land Development Regulations Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Land Development Regulations Amendment;

WHEREAS, the Town Council finds that the amendment to Chapter 82 as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

A new Section 82-247, entitled "Aggregate or Inorganic Materials," is hereby added to Chapter 82, Article V, Division 2, of the Code of Ordinances, Town of Flower Mound, Texas, to read as follows:

"Sec. 82-247. - Aggregate or Inorganic Materials

ORDINANCE NO. 09-17

Page 2

Aggregate or inorganic materials (AIM) may be used to satisfy the landscape requirements of this Article if such materials do not predominate over plant material. For the purposes of this requirement, the following more particularly describes the criteria applicable for use of AIM as a soil cover:

- 1) The use of AIM shall be restricted by the following requirements:
 - a. Coverage cannot exceed 20% of the total open green space on a site, excluding decomposed granite pathways and patios.
 - b. Substitution for soil as a planting medium is not allowed.
 - c. Placement over an entire island or landscape planting bed is not allowed.
 - d. Synthetic turf is restricted only to outdoor recreation and play areas.
- 2) The use of AIM shall comply with the following standards:
 - a. Installation shall mitigate migration of material over time.
 - b. Material must be sized appropriately to provide for slope stabilization.
 - c. Depth may not exceed 4 inches.
 - d. Size must be greater than the No. 4 Sieve (4.75 mm) and smaller than 3 inches in diameter.
 - e. Material must be washed or screened and free of “fines” in order to aid in water infiltration.
 - f. Polypropylene and non-porous based weed barrier is strictly prohibited.
 - g. Subsurface drip irrigation is the only allowed type of irrigation in bed areas covered with AIM.
- 3) Notwithstanding the foregoing, the Town may approve alternate plans, designs, and materials that comply with the intent of this section and that are in accordance with generally accepted industry standards.”

SECTION 2

The aggregate or inorganic material (AIM) standards described herein apply only to the landscape standards set forth within the Land Development Regulations of the Town of Flower Mound, Texas. Notwithstanding anything to the contrary herein, all engineering codes, guidelines, and construction details shall remain in effect and applicable pursuant to the Code of Ordinances of the Town of Flower Mound, Texas, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which 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 6

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

SECTION 7

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 be in full force and effect from and after the date of its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 20TH DAY OF MARCH,
2017.**

APPROVED:

Thomas E Hayden

Thomas E Hayden (Mar 21, 2017)

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott

Theresa Scott (Mar 21, 2017)

Theresa Scott, TOWN SECRETARY

Sec. 82-247. - Aggregate or Inorganic Materials

Aggregate or inorganic materials (AIM) may be used to satisfy the landscape requirements of this Article if such materials do not predominate over plant material. For the purposes of this requirement, the following more particularly describes the criteria applicable for use of AIM as a soil cover:

- 1) The use of AIM shall be restricted by the following requirements:
 - a. Coverage cannot exceed 20% of the total open green space on a site, excluding decomposed granite pathways and patios.
 - b. Substitution for soil as a planting medium is not allowed.
 - c. Placement over an entire island or landscape planting bed is not allowed.
- 2) Synthetic turf is restricted to outdoor recreation and play areas. **Town Council may approve additional locations and coverage amounts for properties located in areas master planned for Campus Industrial uses within the Lakeside Business District. All synthetic turf applications must meet the Criteria for Synthetic Turf Installation as maintained by the Town Manager or his designee.**
- 3) The use of AIM shall comply with the following standards:
 - a. Installation shall mitigate migration of material over time.
 - b. Material must be sized appropriately to provide for slope stabilization.
 - c. Depth may not exceed 4 inches.
 - d. Size must be greater than the No. 4 Sieve (4.75 mm) and smaller than 3 inches in diameter.
 - e. Material must be washed or screened and free of "fines" in order to aid in water infiltration.
 - f. Polypropylene and non-porous based weed barrier is strictly prohibited.
 - g. Subsurface drip irrigation is the only allowed type of irrigation in bed areas covered with AIM.
- 4) Notwithstanding the foregoing, the Town may approve alternate plans, designs, and materials that comply with the intent of this section and that are in accordance with generally accepted industry standards.

Secs. 82-247—82-270. - Reserved.

Criteria for Synthetic Turf Installations:

Location and Coverage

Synthetic turf installation must comply with the following:

- synthetic turf is limited to 20% of the total open green space on a site. Town Council approval required for coverage greater than 20%.
- synthetic turf must generally not be visible from the public right-of-way.
- synthetic turf may not be installed within the dripline of any existing tree to be preserved or within a 5' radius of any newly installed landscape tree.
- if use of synthetic turf is recreational in nature, coverage percentage and public right-of-way visibility shall not apply.

Material

Synthetic turf must:

- be of a type known as cut-pile infill.
- consist of parallel-long slit blades that are manufactured from polyethylene or polypropylene.
- have a blade length between 1-3/4 and 2-1/2 inches.
- contain a thatch layer that is beige or tan.
- comply with all federal and state standards related to lead and heavy metal content.
- be resistant to staining, weather, insects, rot, mildew and fungus growth.
- contain an infill material of clean silica sand, zeolite or approved equal.
- be affixed to a permeable backing with a tuft bind strength a minimum of 8 pounds.
- have a drain rate a minimum of 30 inches per hour.
- have a manufacturer's warranty lasting a minimum of 8 years.
- have a spacing between tufting rows of less than or equal to 3/8 inch.
- have a tear grab strength a minimum of 200 pounds.
- pass the pill burn test for flammability.
- synthetic turf and its substrate must be permeable.

Installation

Synthetic turf must be installed pursuant to the manufacturer's requirements by a licensed professional who is trained in the installation of synthetic turf. In addition:

- the turf shall be installed over 3 inches of a compacted aggregate base that provides adequate drainage
- seams shall not be visible
- the synthetic turf shall be anchored over the entire coverage area per the manufacturer's recommendation.
- existing irrigation infrastructure, in proposed synthetic turf areas, must be removed or capped and shall not be visible. Required irrigation for trees shall remain.

Maintenance

- synthetic turf shall be maintained in an attractive and clean condition and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces, heat degradation, or excessive wear.



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: March 18, 2019

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Site Plan (SP18-0018-Flower Mound Public Library) to expand the existing Town Library facility with a required parking deviation in excess of 20 percent per Section 82-73 of the Town's Code of Ordinances. The property is generally located east of Old Settlers Road between Broadmoor Lane and Peters Colony Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 2 at its March 11, 2019, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z meeting there was discussion about building design, public access and interaction with adjacent open space.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve as presented in the agenda caption.



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 3

REGULAR ITEM

DATE: March 11, 2019

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Site Plan (SP18-0018 - Flower Mound Public Library) to expand the existing Town Library facility with a required parking deviation in excess of 20 percent per Section 82-73 of the Town's Code of Ordinances. The property is generally located east of Old Settlers Road between Broadmoor Lane and Peters Colony Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion record plat application (RC18-0006) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to provide for the following:

- Expansion of the existing 25,000 square-foot Town Library by additional 16,161 square feet
- Two building additions are proposed, one on the north side of the existing building (12,085 square feet) and one on the south (4,126 square feet)
- Additional parking is being provided on the north side of the site along with a second point of access from Peters Colony Road

The property is zoned a combination of a Retail-2 (R-2) district, Agricultural (A) district and Planned Development District-65 (PD-65) for Office (O) district uses. The site plan depicts necessary setbacks, landscape buffers, and easements. Both landscaping and building elevations are in compliance with the Town's regulations.

Off-street Parking Deviation Request

The Town's parking requirement for a museum, library or art gallery (public) is ten parking spaces plus one space per 500 square feet of floor area. Based on the calculation provided in the attached parking study, the development would require 93 parking spaces per the Code of Ordinances. The Town's parking regulations state:

The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

The applicant is proposing to provide a total of 145 parking spaces (combination of existing and proposed) which exceeds the Code requirement by approximately 42 percent, thus a parking deviation is required (See attached Parking Study for rational and required mitigation for the proposed deviation).

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

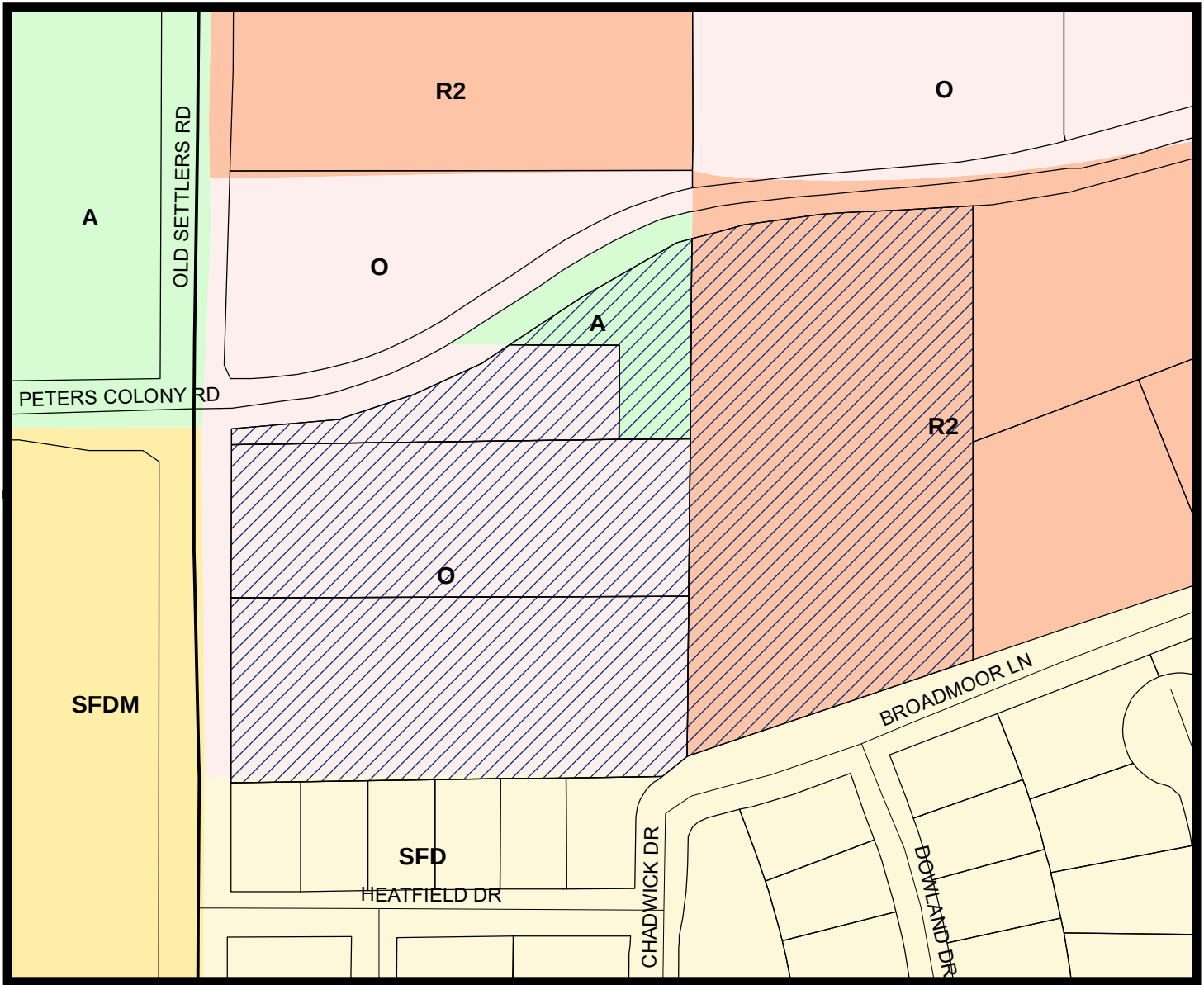
B. Application Details

1. Site Plan Package
2. Parking Study



Vicinity Map

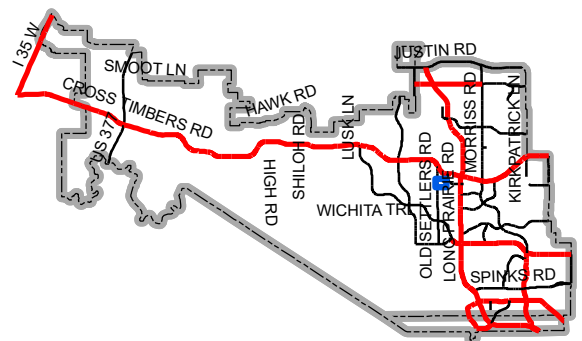
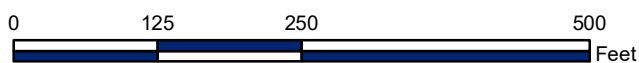
Reference Project: RC18-0006 & SP18-0018



LEGEND

- Agriculture
- Office
- Retail 2
- Single Family Density
- Single Family Density Medium

— Subject Property



Map Location



KOMATSU
ARCHITECTURE

September 06, 2018

Mr. Chuck Russell, Town Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: Letter of Intent - Flower Mound Library Expansion
KA Project Number 2017.139

Dear Mr. Russell,

Please accept this Letter of Intent for the Proposed Expansion of the Flower Mound Library.

In accordance with your requirements, please note the following:

Existing Site is zoned PD-28 and contains an existing Public Library. The existing use will be continued. The site is and will continue to be owned by the Town of Flower Mound. This proposed use continues the use that is presently existing and substantially conforms to the previously approved PD.

The existing Site is 5.215 acres.

The existing Library is 24,999 square feet. The proposed addition to the north is 12,035 square feet; proposed addition to the south is 4,126 square feet. Total building upon completion will be 41,140 square feet.

The building additions and the added parking will be constructed as one project.

The 11 parking spaces to the west (noted as separate cost item) will be used for the future park to be constructed by the Town.

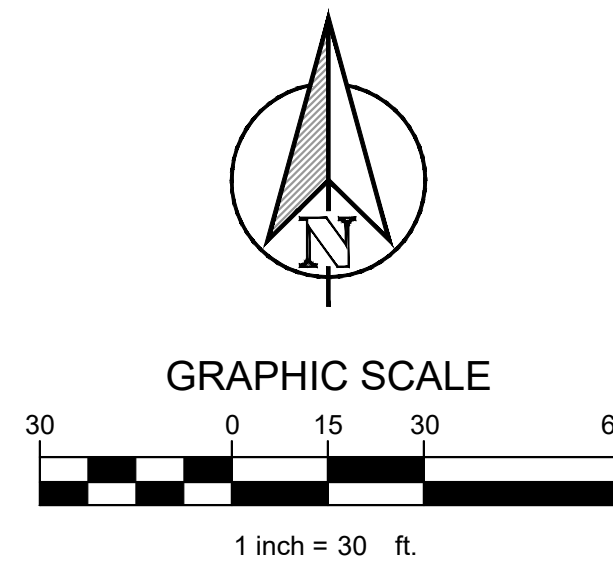
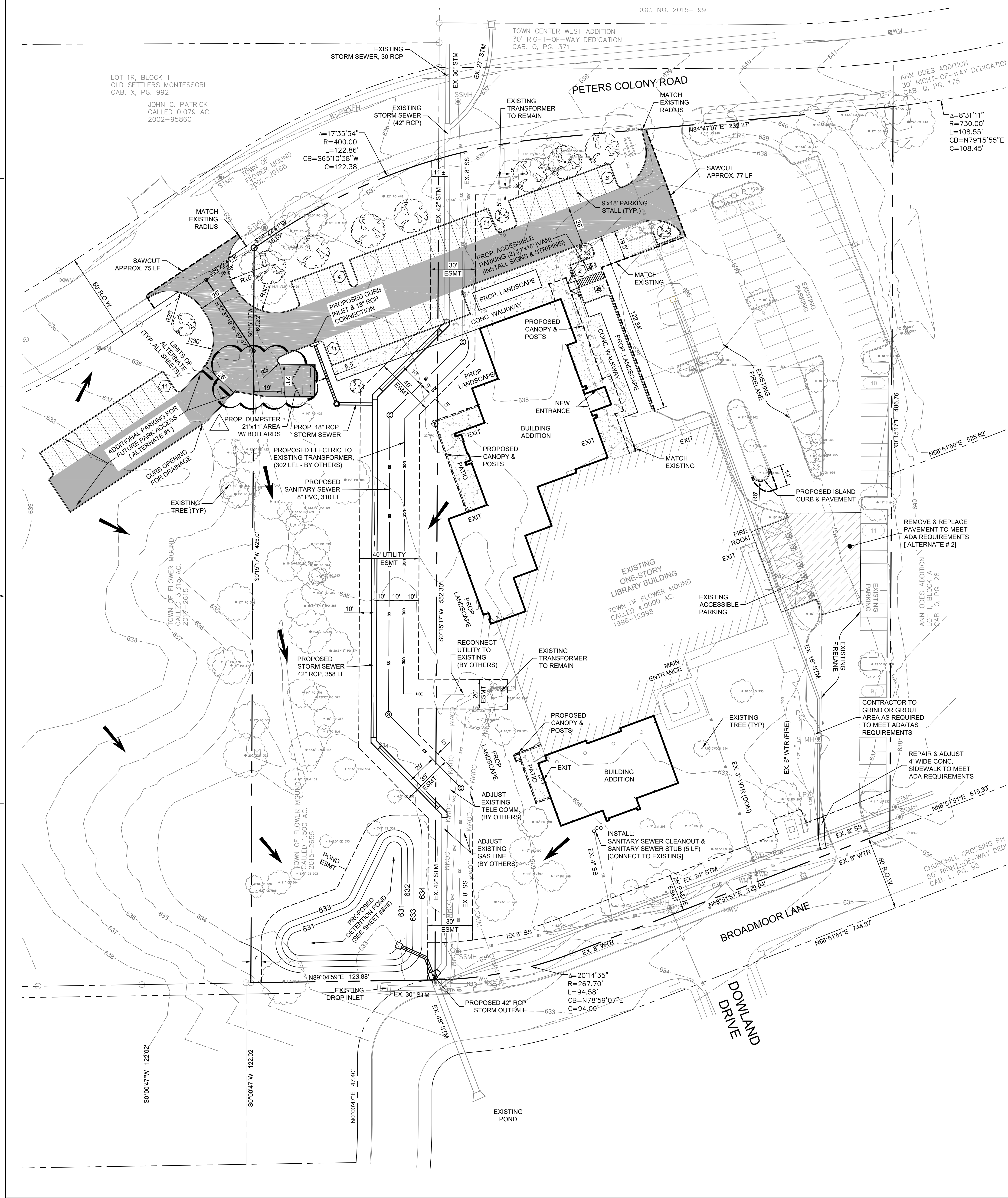
Sincerely,

KOMATSU ARCHITECTURE

Neil P. Bletsch

Neil Bletsch, RA, LEED AP

cc: File



LEGEND	
WM ⊗	WATER METER
WV ⊕	WATER VALVE
LP ⊕	LIGHT STANDARD
FH ⊕	FIRE HYDRANT
CO ⊕	CLEANOUT
GM ⊕	GAS METER
⊙	GAS SERVICE MANHOLE
— GW —	EXISTING GAS
— W —	EXISTING WATER
— SS —	SANITARY SEWER MANHOLE
— SS —	EXISTING SANITARY SEWER
— SW —	STORM SEWER MANHOLE
— X X X —	EXISTING STORM SEWER
— O/H —	OVERHEAD ELECTRIC LINE
●	EXISTING POWER POLE
—	SIGN
□	PROPOSED BUILDING
—	PROPOSED CURB
---	PROPOSED EASEMENT
---	PROPOSED SITE BOUNDARY
→	STORMWATER RUNOFF DIRECTION OF FLOW
■	PROPOSED FIRELANE (HEAVY DUTY PAVEMENT)
□	LIGHT DUTY PAVEMENT
□	SIDEWALK PAVEMENT
---	FULL DEPTH SAWCUT OR LIMITS OF PAVEMENT REMOVAL
⊙	PROPOSED TREE SHOWN FOR GRAPHIC VISUALIZATION ONLY (REFER TO LANDSCAPE DRAWINGS FOR EXACT LOCATIONS)

SITE PLAN NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS AND SPECIFICATIONS, FOR ANY WORK NOT GOVERNED BY CITY DETAILS, STANDARDS AND SPECIFICATIONS, LATEST EDITION OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCG) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SHALL APPLY.
- THE CONTRACTOR MUST BE FAMILIAR WITH TOWN CONSTRUCTION STANDARDS AND PROCEDURES PRIOR TO BIDDING AND CONSTRUCTION. UNFAMILIARITY OF CONSTRUCTION STANDARDS, DETAILS, AND SPECIFICATIONS SHALL NOT BE A BASIS FOR CHANGE ORDERS, WORK DELAYS, OR ADDITIONAL COMPENSATION.
- ALL MATERIAL REQUIRED TO COMPLETE THE WORK AS SHOWN OR IMPLIED IN THE CONSTRUCTION PLANS AND AS SPECIFIED IN THE CONTRACT DOCUMENTS THAT ARE NOT LISTED AS A PAY ITEM IN THE PROPOSAL SHALL BE CONSIDERED SUBSIDIARY.
- THE LOCATION, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN OBTAINED FROM FIELD MARKINGS, PHYSICAL APPURTENANCES AND UTILITY COMPANY RECORDS AND ARE CONSIDERED APPROXIMATE. THE ENGINEER DOES NOT CERTIFY THAT ALL UTILITIES ARE SHOWN. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS, SIZES AND DEPTHS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION BY CONTACTING TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS) AND RELEVANT UTILITY COMPANIES 48 HOURS PRIOR TO LOCATING EXISTING UTILITIES OR CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES FROM DAMAGE PRIOR TO AND DURING CONSTRUCTION. ANY DAMAGE THAT OCCURS FROM CONSTRUCTION OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, EMISSIONS, TRENCHING, SHORING, AND SITE SAFETY.
- THE CONTRACTOR SHALL PROTECT ALL PAVEMENT INCLUDING SIDEWALKS THAT ARE OUTSIDE THE LIMITS OF CONSTRUCTION FROM DAMAGE PARTICULARLY AT CONSTRUCTION ENTRANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY DAMAGED PAVEMENT.
- POSITIVE DRAINAGE MUST BE MAINTAINED FOR ALL DRAINAGE SWALES, CULVERTS AND CREEKS INCLUDING INTERMITTENT STREAMS AFFECTED BY CONSTRUCTION OPERATIONS. ANY WORK NECESSARY TO DAM OR DIVERT EXISTING DRAINAGE WAYS TO COMMENCE CONSTRUCTION SHALL BE CONSIDERED SUBSIDIARY.
- ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED TO INCLUDE BUT NOT BE LIMITED TO ROCK, RUBBLE, DEBRIS, TRASH, ETC. UNUSABLE EXCAVATED MATERIAL AND ALL WASTE RESULTING FROM SITE CLEARING AND GRUBBING SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE. SPOILS MAY BE DISPOSED OF ON-SITE ONLY WITH PRIOR APPROVAL FROM THE ENGINEER & OWNER ONLY IN LOCATIONS APPROVED BY THE ENGINEER.
- AT SUBSTANTIAL COMPLETION, THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIAL, FORM-WORK, TRASH, EQUIPMENT, OR ANY OTHER SUPERFLUOUS OR WASTE MATERIAL FROM THE SITE, INCLUDING EROSION CONTROL DEVICES (SEE EROSION CONTROL AND SOIL MANAGEMENT NOTES).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WORK INVOLVING FRANCHISE UTILITIES WITH UTILITY OWNERS.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO AND THROUGHOUT CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN NEAT AND ACCURATE CONSTRUCTION RECORDS FOR THE OWNER USE. THE CONTRACTOR SHALL PROVIDE THE OWNER CLEAN AND ACCURATE FULL SIZE REPRODUCIBLE RECORD DRAWINGS WHICH CLEARLY DESCRIBE ALL CONSTRUCTION AND ANY DEVIATIONS FROM THE PLANS.
- THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR BY OTHER MEANS, APPROVED BY THE CITY AND ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CONSTRUCTION SURVEYING, QUALITY CONTROL, AND MATERIALS TESTING.
- ALL EFFORTS SHALL BE MADE TO AVOID DAMAGE TO EXISTING TREES THAT ARE TO REMAIN. TREES SHALL BE TRIMMED AND PAINTED ONLY IF NECESSARY FOR THE SAFE MANEUVERING OF CONSTRUCTION EQUIPMENT. CONTRACTOR SHALL REQUEST APPROVAL FROM THE OWNER FOR REMOVAL OF ANY TREES. WHEN EXCAVATING AROUND A TREE, THE ROOTS SHALL BE CLEAN CUT PRIOR TO ANY EXCAVATION WORK. DO NOT SMAG AND TEAR TREE ROOTS.
- THE CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS AND SUBMITTALS REQUIRED TO BE SUBMITTED BY THE CONTRACT SPECIFICATIONS. ANY WORK PERFORMED OR MATERIALS USED THAT ARE REQUIRED TO BE SUBMITTED BUT HAVE NOT BEEN REVIEWED AND ACCEPTED BY THE OWNER'S REPRESENTATIVE SHALL NOT BE PAID FOR OR SHALL BE PAID FOR AT A REDUCED RATE. ALL SHOP DRAWINGS AND SUBMITTALS SHALL BE PROOFREAD AND REVIEWED BY THE GENERAL CONTRACTOR FOR APPROVAL PRIOR TO SUBMITTAL TO THE ENGINEER. SUBCONTRACTOR / GENERAL CONTRACTOR SHALL CLEARLY INDICATE, MARK, HIGHLIGHT, AND PROPERLY CLARIFY PRODUCTS TO BE CONSIDERED FOR APPROVAL SUBMITTALS NOT PROOFREAD OR REVIEWED OR CLARIFIED PROPERLY SHALL BE RETURNED UNREVIEWED. CONTRACTOR SHALL RESUBMIT SHOP DRAWINGS AND ALLOW FOR SUITABLE REVIEW TIME. SUITABLE REVIEW TIME SHALL BE NO MORE TEN (10) WORKING DAYS.

SITE SUMMARY TABLE:
FLOWER MOUND PUBLIC LIBRARY
3030 Broadmoor Lane

LOT INFORMATION:

EXISTING LOT:	239,580 sq.ft (5.50ac) Approx.
IMPERVIOUS AREA:	79,321 sq.ft (33.1%) Approx.
PERVIOUS AREA:	160,259 sq.ft (66.9%) Approx.

ZONING: Planned Development District No. 28 (PD-28) for RETAIL 2 (R-2)

PARKING SUMMARY: (sec. 82-74)

Requirement - 10 plus 1 space per 500 sq.ft

	Required	Provided
Site Existing:	60	114 (5 are Accessible spaces {1 VAN SP})
Site Addition:	33	36
Alterante #1	—	11
Existing Spaces Removed:	—	16

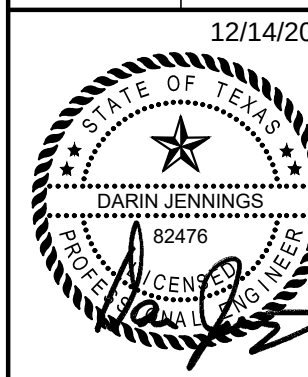
Total Parking: 93 145 (7 are Accessible spaces {3 VAN SP})

BUILDING INFORMATION:

Building Height:	- 1 Story Tall -
Existing Building Area:	24,999 sq.ft (0.57ac) Approx.
Proposed North Addition:	12,085 sq.ft (0.28ac) Approx.
Proposed South Addition:	4,126 sq.ft (0.09ac) Approx.
After Construction Total:	41,160 sq.ft (0.94ac) Approx.

Future Park Addition - Impervious Pavement: 8,332 sq.ft (0.19ac) Approx.
 (INCLUDES ALL PROPOSED PAVEMENT AND ENTRANCE WEST OF PROPERTY R.O.W.)

KOMATSU
 ARCHITECTURE

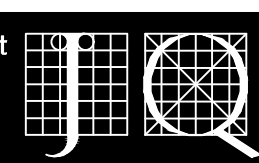


FLOWER MOUND PUBLIC LIBRARY ADDITION

3030 BROADMOOR LANE
 FLOWER MOUND, TEXAS 75022

SITE PLAN

shaping the built environment



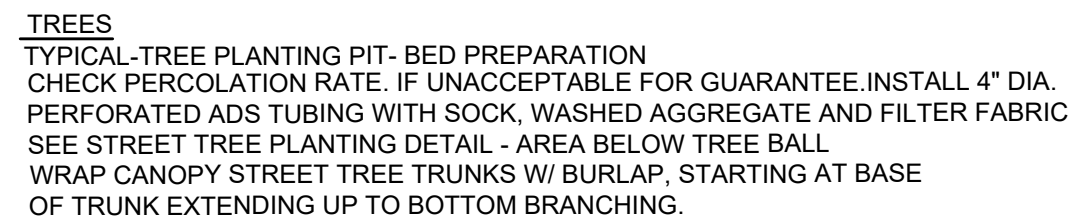
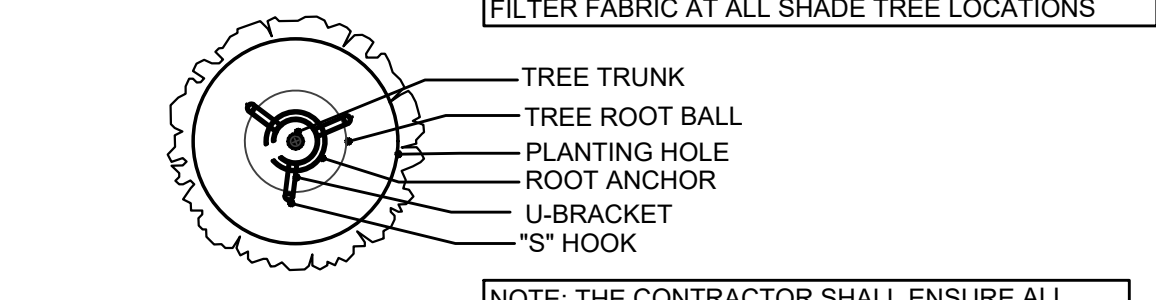
JQ ENGINEERING, LLP
 300 GLASS STREET
 214.752.9088
 PROJECT NO. 2108004

DALLAS, TEXAS 75201

TYPE FORM 1-1204

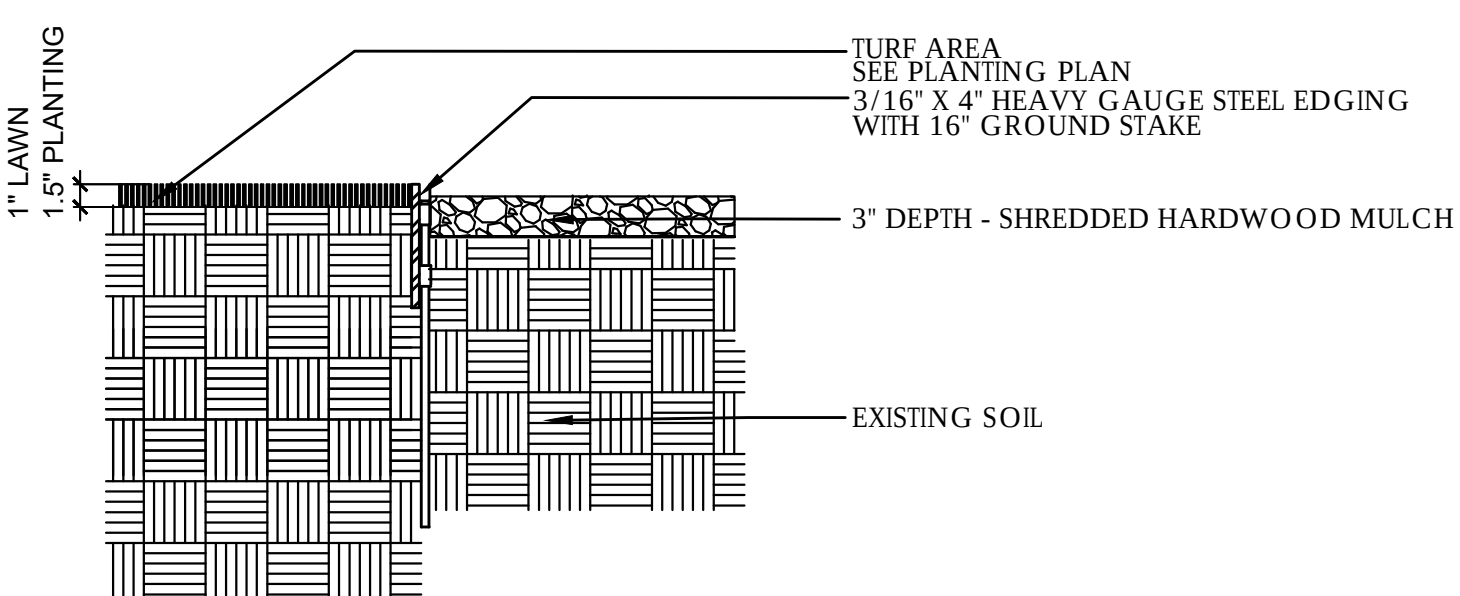
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 KAI JOB NUMBER: 2017.139
 DATE: 12.14.2018
 DRAWN BY: AB
 CHECKED BY: DJ

C3.0



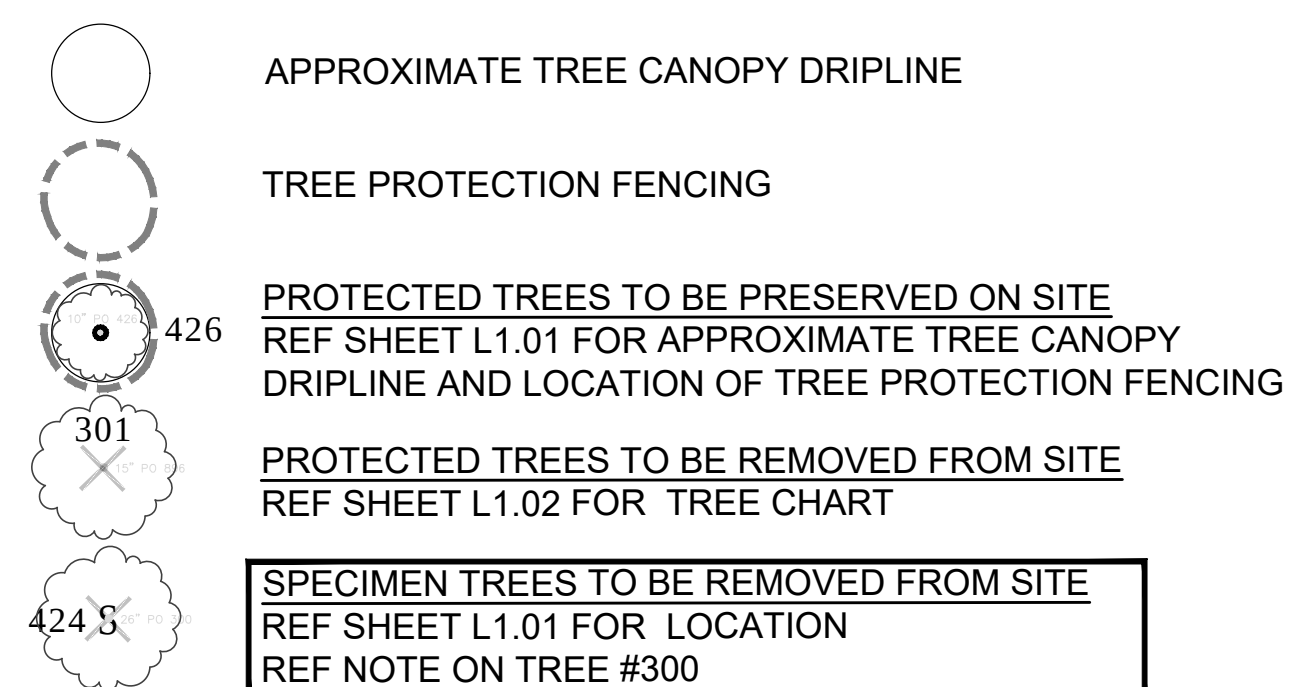
TREE PLANTING DETAIL WITH ROOT ANCHOR SYSTEM
& DRAINAGE DETAIL (TYPICAL)

PLANTING DETAIL AT CURB
NOT TO SCALE



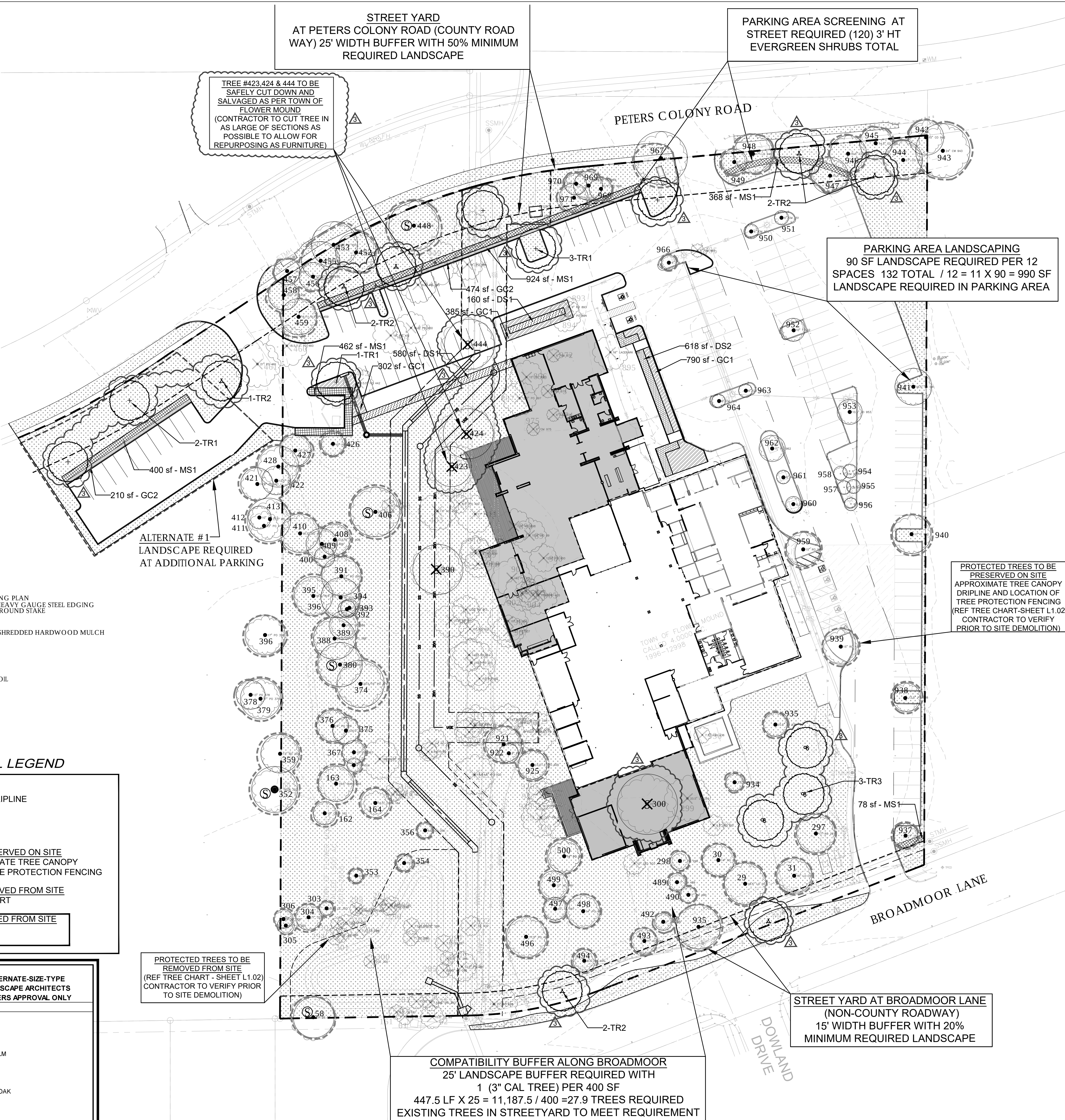
PLANTING BED-SECTION (TYPICAL)
NOT TO SCALE

TREE PROTECTION - REMOVAL LEGEND

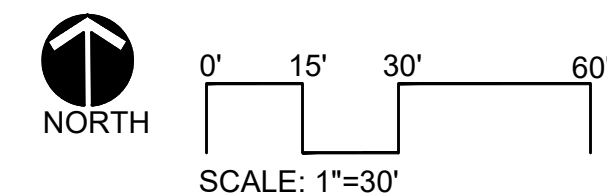


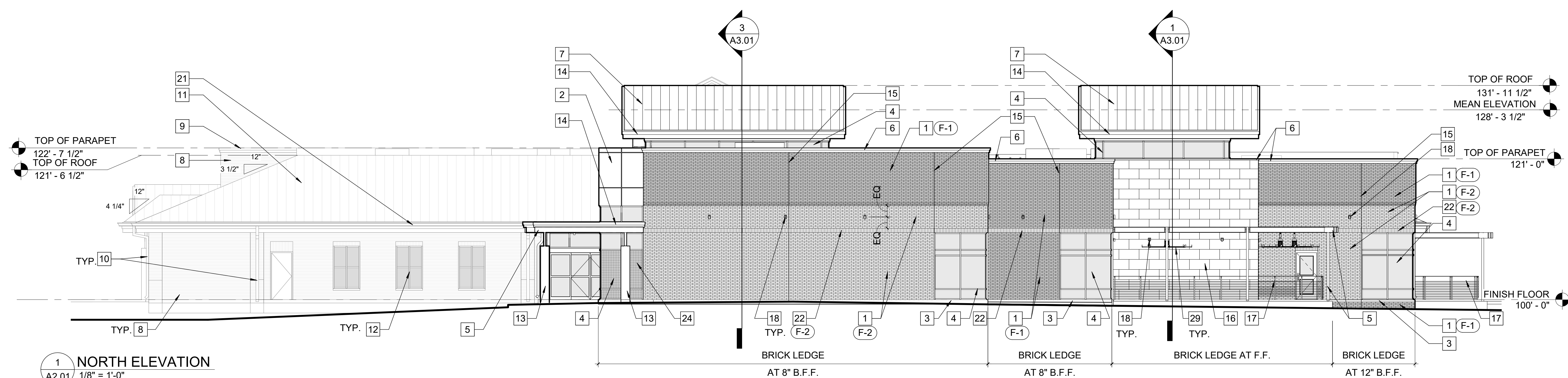
PLANT LIST

FLOWER MOUND LIBRARY 1/14/2019								ALTERNATE-SIZE-TYPE LANDSCAPE ARCHITECTS OWNERS APPROVAL ONLY
PLAN NAME	QUANTITY	SF	PLANT MATERIAL	BOTANICAL NAME	SIZE MINIMUM	SPACING ON CENTER	DESCRIPTION	
	Units	Square Feet	Common Name					
TR1	3		RED OAK	QUERCUS SHUMARDI	3.5" CALIPER 65 GALLON 12" HEIGHT 6" SPREAD	AS PER PLAN	SINGLE TRUNK 5' CLEAR TRUNK FULL-MATCHED	BUR OAK
TR2	7		CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER 65 GALLON 12" HEIGHT 6" SPREAD	AS PER PLAN	SINGLE TRUNK 5' CLEAR TRUNK FULL-MATCHED	LACEBARK ELM
TR3	3		BUR OAK	QUERCUS VIRGINIANA	3" CALIPER 65 GALLON 12" HEIGHT 6" SPREAD	AS PER PLAN	SINGLE TRUNK 5' CLEAR TRUNK FULL-MATCHED	CHINQUAPIN OAK
MS1	413	2,232	DWARF BURFORD HOLLY	ILEX CORNUTA "DWARF BURFORD"	5 GALLON 30" HEIGHT 24" SPREAD	30" OC (185)	FULL TO BASE FULLY ROOTED	AS PER CITY SCREENING REQ
DS1	215	740	DWARF INDIAN HAWTHORN	RHAPHIOLEPIS INDICA "PINKLE"	5 GALLON 20" HEIGHT 20" SPREAD	24" OC (.29)	FULL TO BASE FULLY ROOTED	AS PER CITY SCREENING REQ
DS2	180	618	DWARF YAUPON HOLLY	ILEX VOMITORIA "STOKES"	5 GALLON 20" HEIGHT 20" SPREAD	24" OC (.29)	FULL TO BASE FULLY ROOTED	AS PER CITY SCREENING REQ
GC1	766	1,495	BIG BLUE LIRIOPE	LIRIOPE MUSCARI "BIG BLUE"	1 GALLON 20" HEIGHT 20" SPREAD	18" OC (.512)	FULL TO BASE FULLY ROOTED	AS PER CITY SCREENING REQ
GC2	288	684	HARDWOOD MULCH		3" DEPTH			AT 2' BACK OF PARKING CURB
TURF	117,066		SOLID SOD TURF LIN FT STEEL EDGER	BERMUDA SOD - CYNODON DACTYLON * CONTRACTOR TO VERIFY QUANTITY BROWN POWDER COATED 14 GAUGE COLMET STEEL EDGER TO SEPARATE ALL BEDS FROM GRASS AREAS SEPARATE ALL BEDS FROM GRASS AREAS-CONTRACTOR TO CALCULATE				ALT.SQ FT BUFFALO GRASS

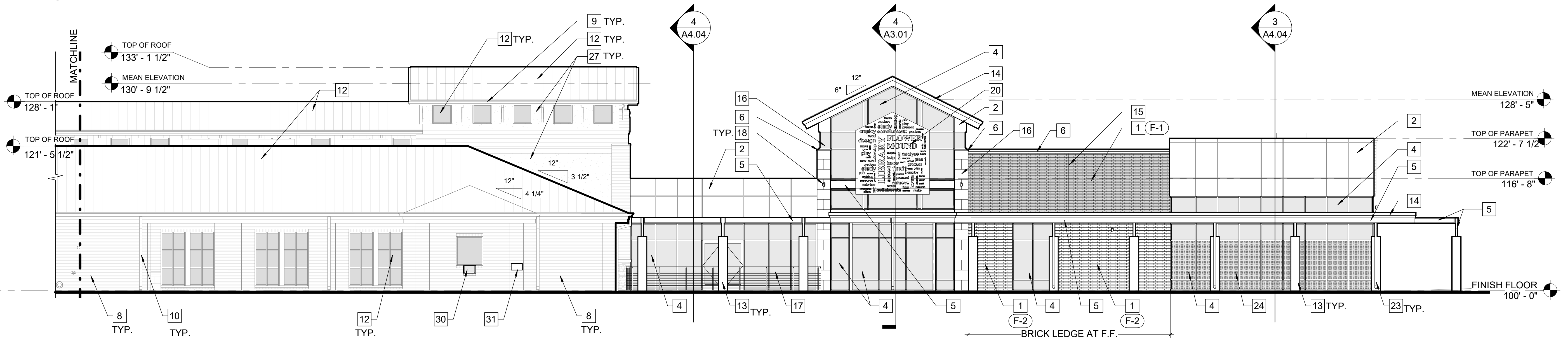


PLANTING LEGEND

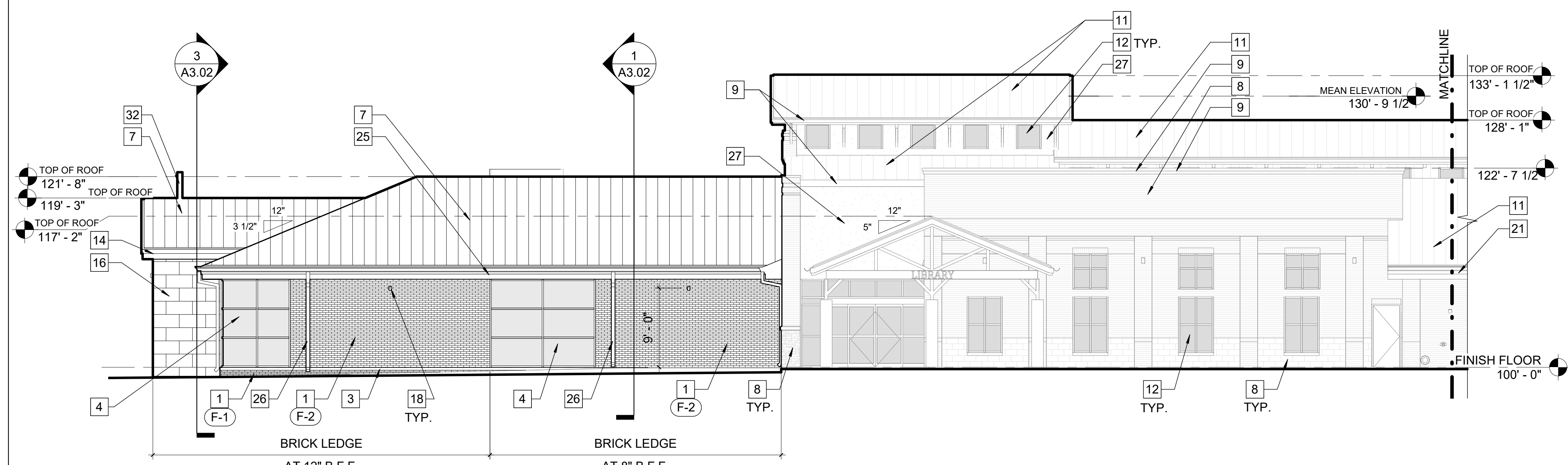




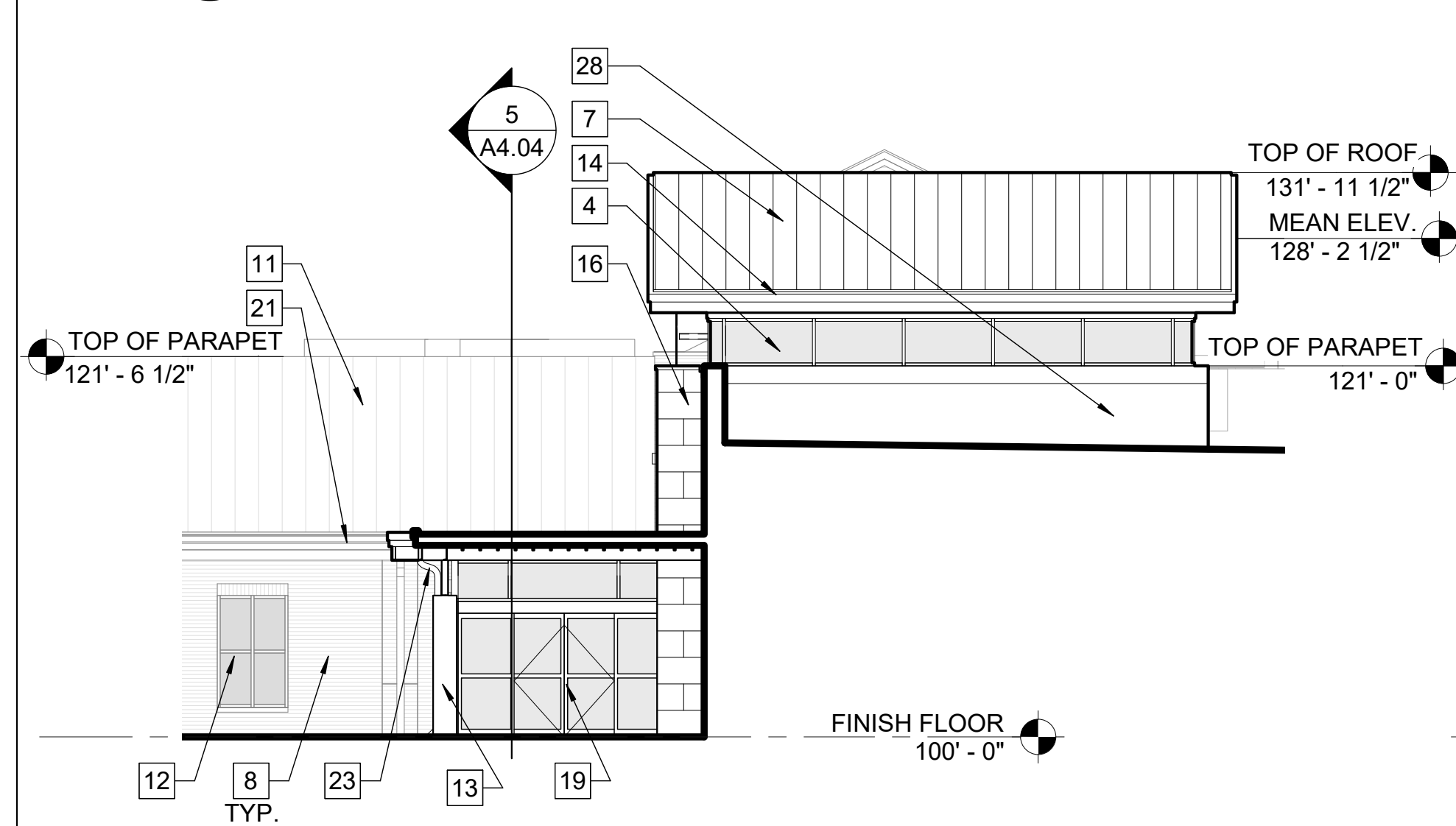
1 NORTH ELEVATION
A2.01 1/8" = 1'-0"



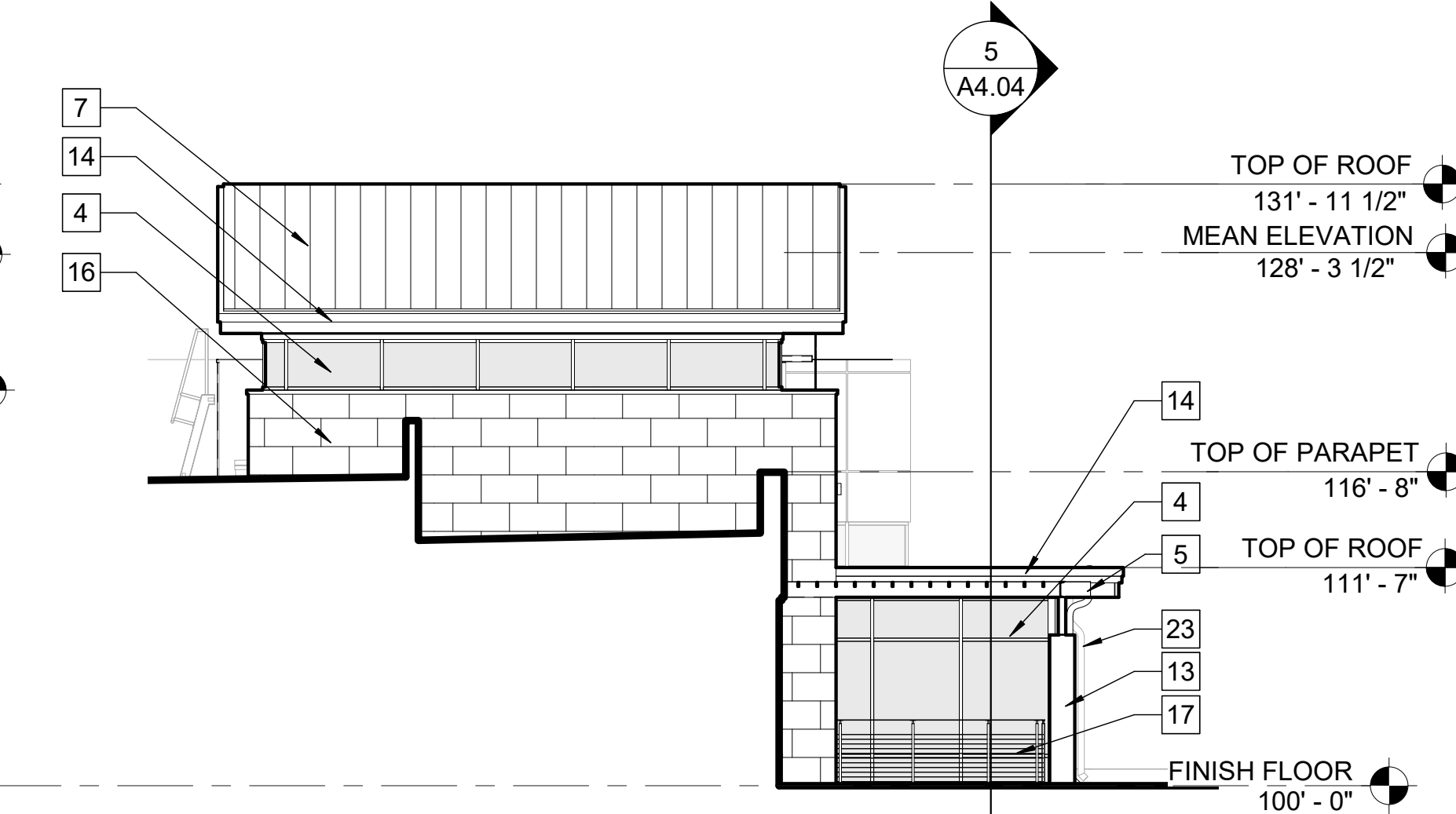
2 PARTIAL EAST ELEVATION-A
A2.01 1/8" = 1'-0"



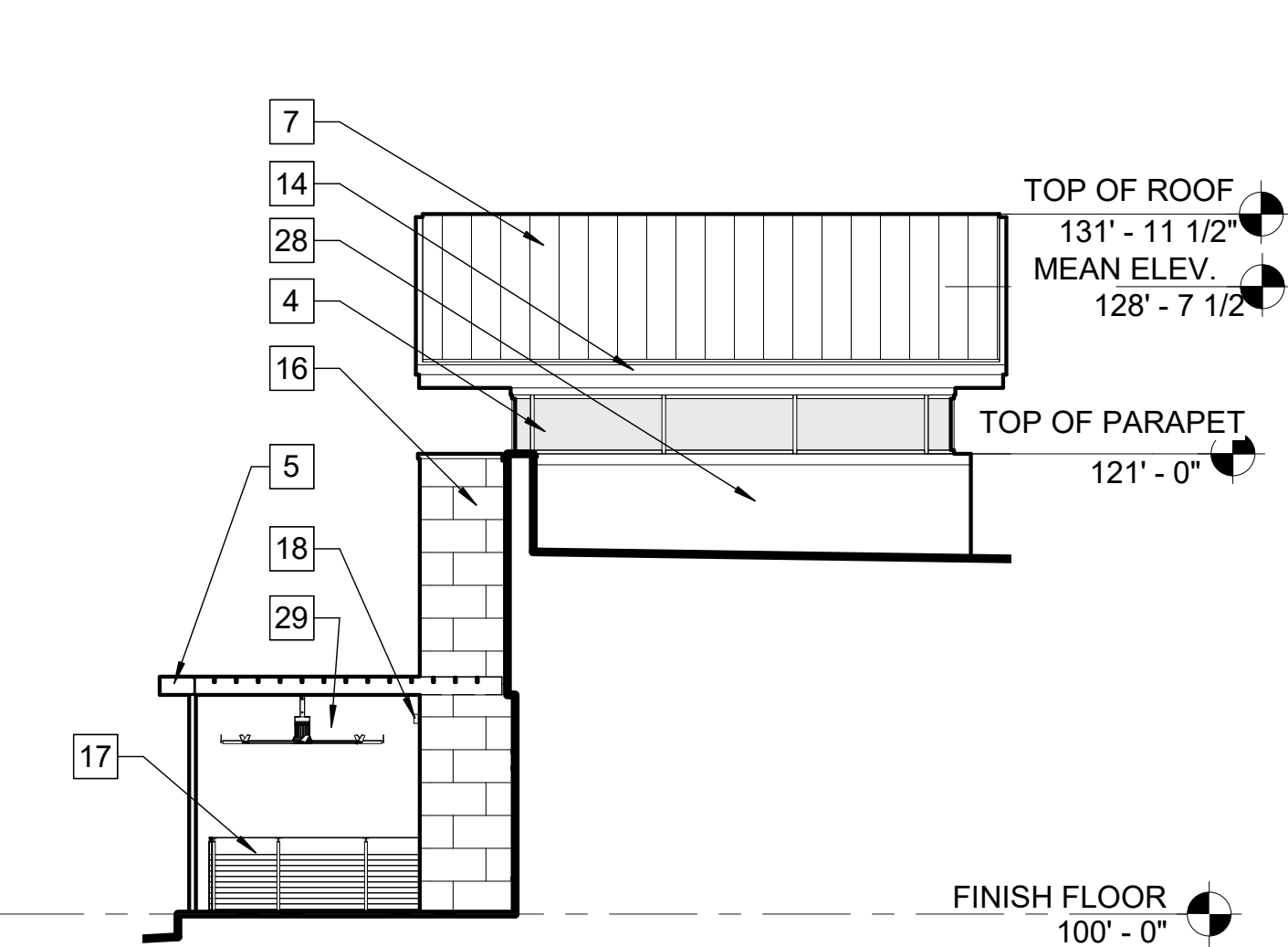
3 PARTIAL EAST ELEVATION-B
A2.01 1/8" = 1'-0"



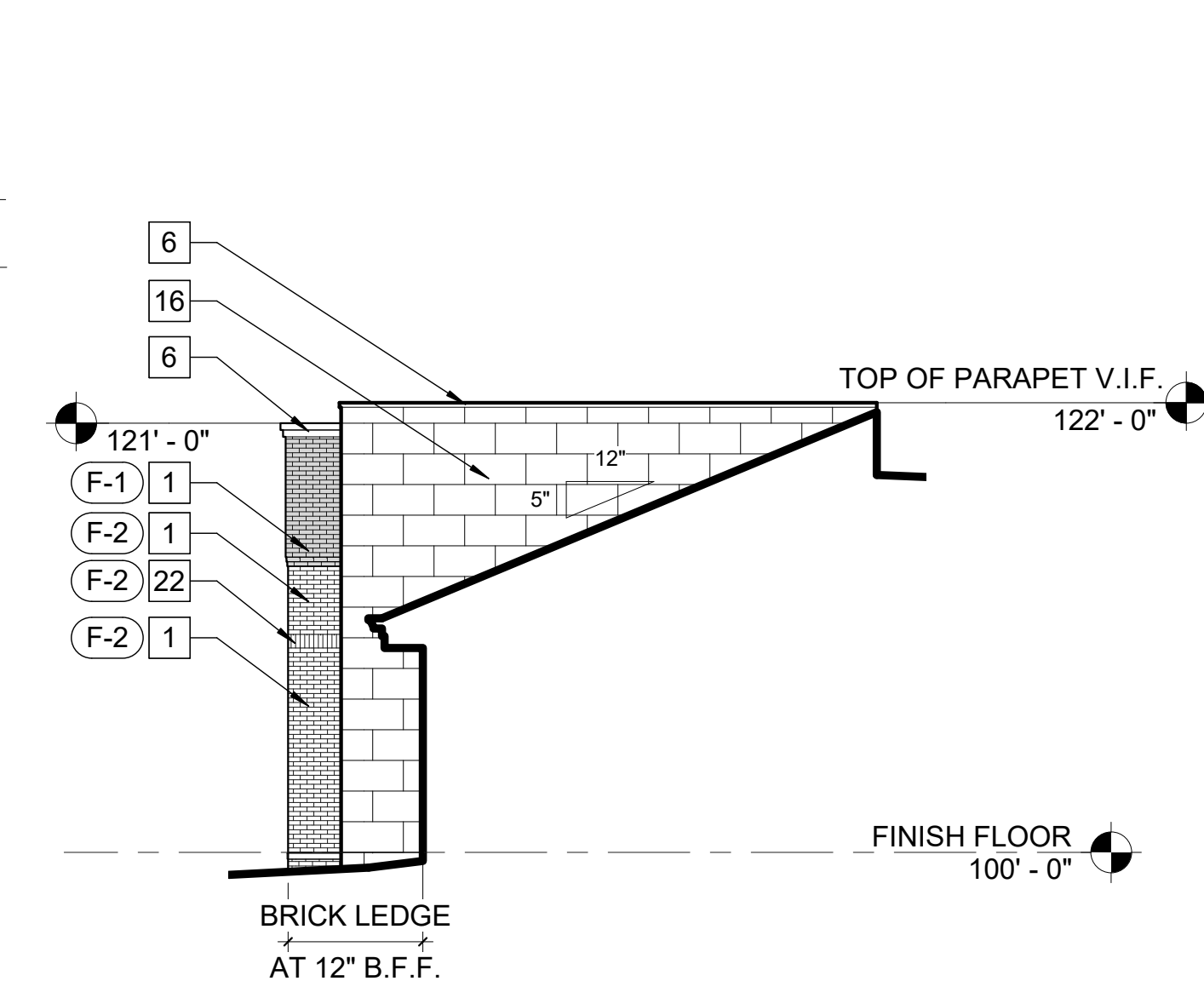
4 PARTIAL NORTH ELEVATION-A
A2.01 1/8" = 1'-0"



5 PARTIAL SOUTH ELEVATION-A
A2.01 1/8" = 1'-0"



6 PARTIAL SOUTH ELEVATION-A1
A2.01 1/8" = 1'-0"



7 PART. SOUTH ELEVATION -C
A2.01 1/8" = 1'-0"

EXTERIOR FINISH LEGEND

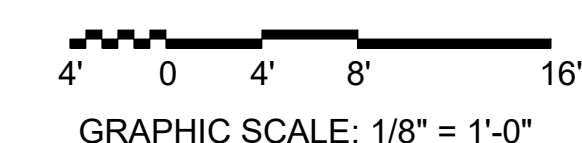
- (F-1) MODULAR FACE BRICK - MATCH EXISTING; ST. JOE 'OLD ORLEANS'
- (F-2) MODULAR FACE BRICK - MATCH EXISTING; ST. JOE 'DARK RANGE'
- (F-3) LEUDERS LIMESTONE VENEER NOM. 36"W X 18"H
- (F-4) CAST STONE; MATCH EXISTING CAST STONE COLOR AND TEXTURE
- (F-5) ANODIZED ALUMINUM; MATCH EXISTING; CLEAR
- (F-6) COATED METAL; COLOR; MATCH BENJAMIN MOORE 1477
- (F-7) PRE-FINISHED METAL (ROOF AND FASCIA) - MBCI: SIGNATURE 'SLATE GRAY'
- (F-8) PRE-FINISHED METAL (SOFFIT) - MBCI: SIGNATURE 'LIGHT STONE'
- (F-8) PERFORATED ALUMINUM WITH POWDER COAT - QUALITY POWDER COATING COLOR DS707U RUST

NOTES BY NUMBER

- MODULAR FACE BRICK VENEER (F-1) (F-2)
- ALUMINUM COMPOSITE PANEL (F-5)
- CAST STONE MASONRY (F-4)
- ALUMINUM STOREFRONT SYSTEM, REF. STOREFRONT TYPES (F-5)
- EXPOSED STEEL FRAMING, COAT (F-6)
- PREFINISHED METAL FASCIA AND COPING (F-7)
- PREFINISHED STANDING SEAM METAL ROOF, MATCH EXISTING (F-7)
- EXISTING MASONRY VENEER, CLEAN, REPOINT IF NEEDED
- EXISTING METAL FASCIA, CLEAN AND REPAIR IF NEEDED
- EXISTING DOWNSPOUT, CLEAN AND REPAIR IF NEEDED
- EXISTING STANDING SEAM METAL ROOF, CLEAN
- EXISTING ALUMINUM STOREFRONT, CLEAN AND SEAL IF NEEDED
- RIENFORCED CONCRETE COLUMN, MATCH EXISTING FINISH REF. STRUCTURAL
- PREFINISHED METAL FASCIA (F-7)
- BRICK EXPANSION JOINT, SEALANT TO MATCH GROUT COLOR
- 18 X 36 SMOOTH LIMESTONE VENEER (F-3)
- STAINLESS STEEL CABLE RAILING
- EXTERIOR WALL LIGHT FIXTURE
- DOUBLE AUTOMATIC GLASS SLIDING DOORS, REF. DOOR SCHEDULE (F-5)
- PERFORATED ALUMINUM WITH POWDERED COAT (F-8)
- EXISTING METAL FASCIA AND GUTTER, CLEAN AND REPAIR IF NEEDED
- MODULAR FACE BRICK VENEER, SOLDIER COURSE
- PRE-FINISHED METAL ROUND DOWNSPOUT (F-7)
- SILK SCREEN CERAMIC FRIT, DOTS 40% COVERAGE, REFERENCE STOREFRONT TYPES
- PRE-FINISHED METAL FASCIA AND GUTTER (F-7)
- PREFINISHED METAL DOWNSPOUT (F-7)
- EXISTING CEMENT STUCCO, CLEAN AND REPAIR IF NEEDED
- ROOFING MEMBRANE
- CEILING FANS
- NEW TRANSACTION DRAWER
- NEW BOOK DROP
- STEEL PIPE, FALSE FLUE, PAINT TO MATCH ROOF FINISH, CAP WITH PREFINISHED METAL COPING (F-6)

GENERAL NOTES

- REFER TO SHEET G0.01 FOR SYMBOLS LEGEND AND LIST OF ABBREVIATIONS.
- NOTES BY SYMBOL ARE SHEET SPECIFIC.
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- ALL EXISTING MASONRY TO REMAIN SHALL BE INSPECTED, CLEANED AND REPOINTED IF NEEDED. ALL CONTROL JOINTS SHALL BE INSPECTED AND RE-SEALED IF NEEDED.



Issued by		Date		REVISIONS	
No.	Description	No.	Description	No.	Description

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ARCHITECTURE

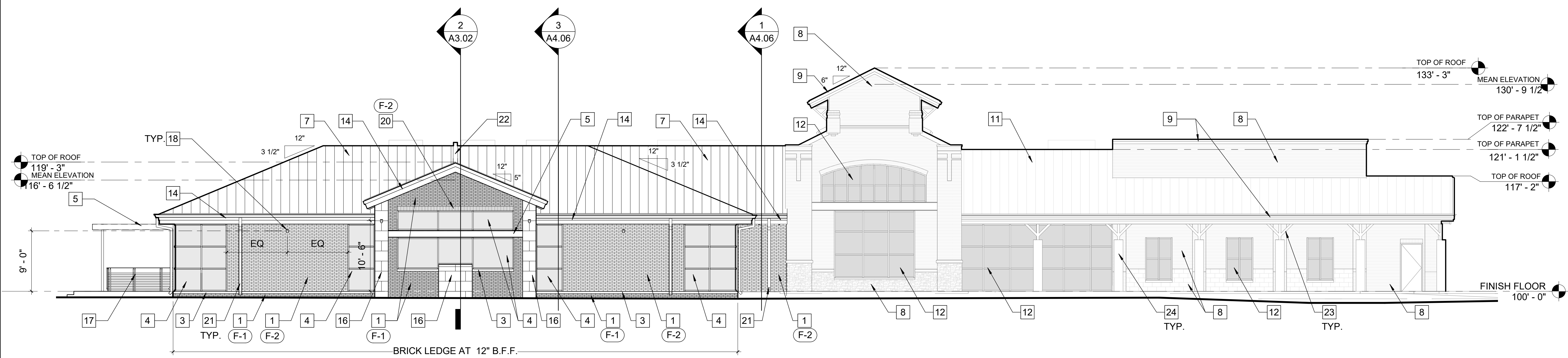
CONTRACT SET

FLOWER MOUND PUBLIC LIBRARY ADDITION
3030 BROADMOOR LANE
FLOWER MOUND, TEXAS 75022

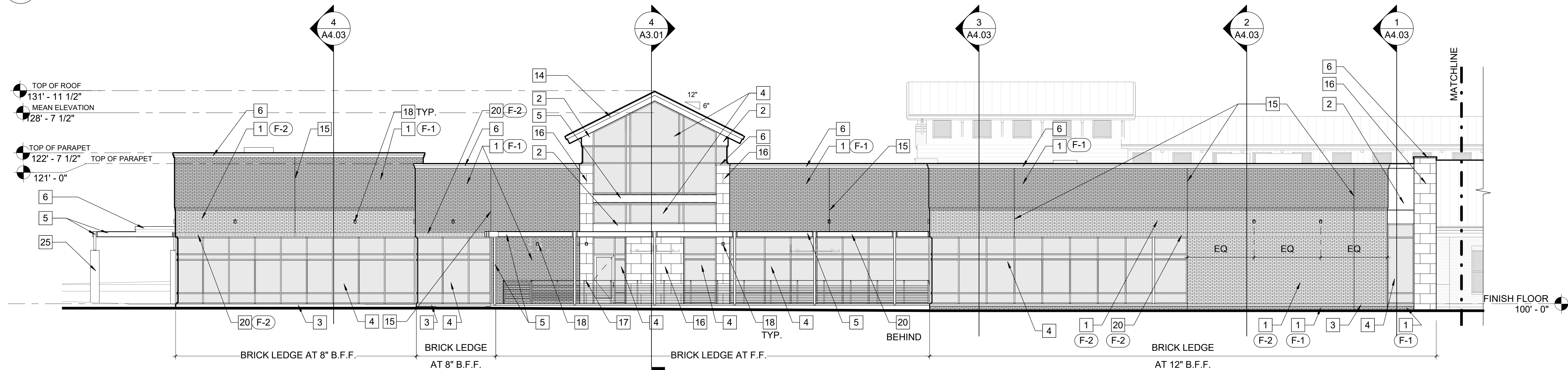
EXTERIOR ELEVATIONS

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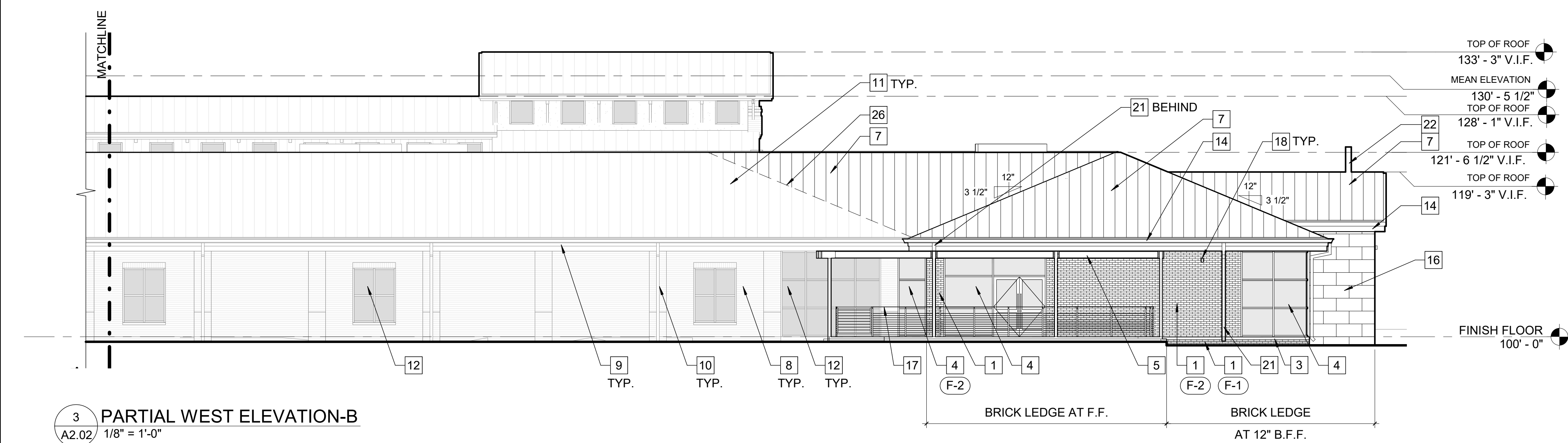
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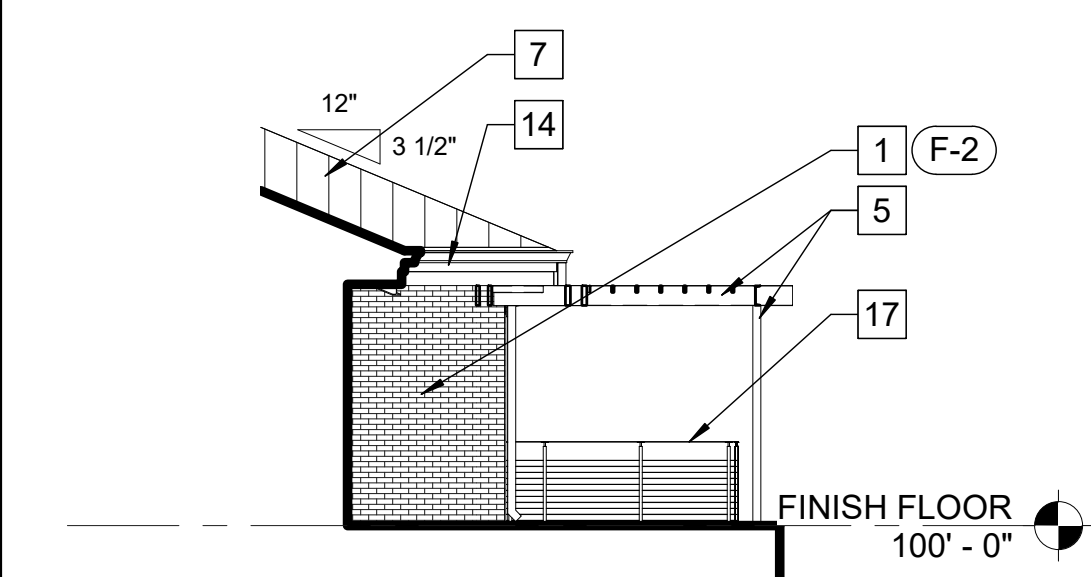
1 SOUTH ELEVATION
A2.02 1/8" = 1'-0"



2 PARTIAL WEST ELEVATION-A
A2.02 1/8" = 1'-0"



3 PARTIAL WEST ELEVATION-B
A2.02 1/8" = 1'-0"



4 PARTIAL NORTH ELEVATION-B
A2.02 1/8" = 1'-0"

NOTES BY NUMBER

" X "

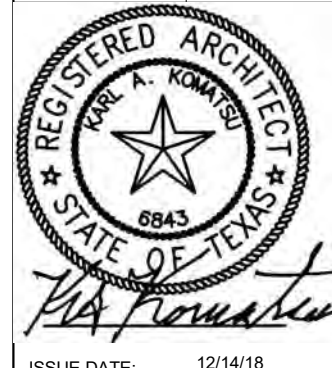
- MODULAR FACE BRICK VENEER (F-1) (F-2)
- ALUMINUM COMPOSITE PANEL (F-5)
- CAST STONE MASONRY (F-4)
- ALUMINUM STOREFRONT SYSTEM, REF. STOREFRONT TYPES (F-5)
- EXPOSED STEEL FRAMING, COAT (F-6)
- PREFINISHED METAL FASCIA AND COPING (F-7)
- STANDING SEAM METAL ROOF, MATCH EXISTING (F-7)
- EXISTING MASONRY VENEER, CLEAN. REPOINT IF NEEDED
- EXISTING METAL FASCIA, CLEAN AND REPAIR IF NEEDED
- EXISTING DOWNSPOUT, CLEAN AND REPAIR IF NEEDED
- EXISTING STANDING SEAM METAL ROOF, CLEAN
- EXISTING ALUMINUM STOREFRONT, CLEAN AND SEAL IF NEEDED
- RIENFORCED CONCRETE COLUMN, REF. STRUCTURAL
- PREFINISHED METAL FASCIA (F-7)
- BRICK EXPANSION JOINT, SEALANT TO MATCH GROUT COLOR
- 18 X 36 SMOOTH LIMESTONE VENEER (F-3)
- STAINLESS STEEL CABLE RAILING
- EXTERIOR WALL LIGHT FIXTURE
- DOUBLE AUTOMATIC GLASS SLIDING DOORS, REF. DOOR SCHEDULE
- MODULAR FACE BRICK VENEER, SOLDIER COURSE
- PREFINISHED METAL DOWNSPOUT (F-7)
- STEEL PIPE, FASLE FLUE, COAT TO MATCH ROOF FINISH, CAP WITH PREFINISHED METAL COPING WITH DRIP EDGE (F-6)
- EXISTING COATED STEEL
- EXISTING CONCRETE COLUMN, CLEAN
- REINFORCED CONCRETE COLUMN, MATCH EXISTING FINISH REF. STRUCTURAL
- LINE OF NEW ROOF

GENERAL NOTES

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GRAPHIC SCALE: 1/8" = 1'-0"

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ISSUE DATE: 12/14/18

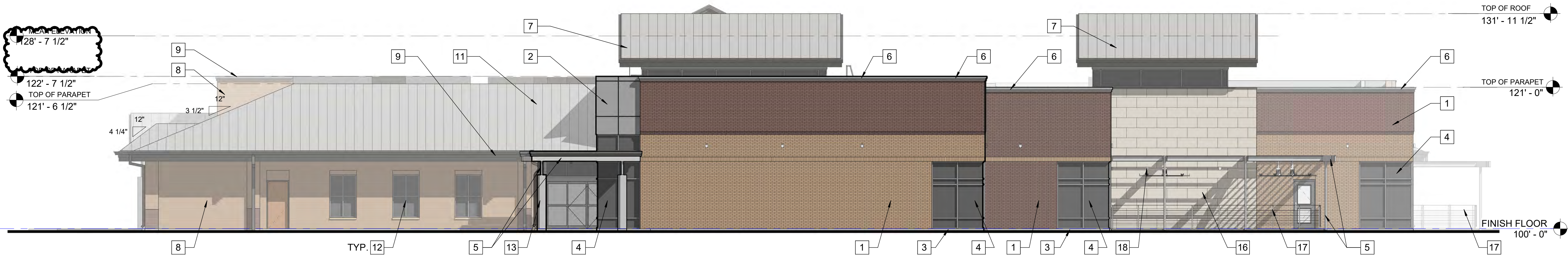
FLOWER MOUND PUBLIC LIBRARY ADDITION

3030 BROADMOOR LANE
FLOWER MOUND, TEXAS 75022

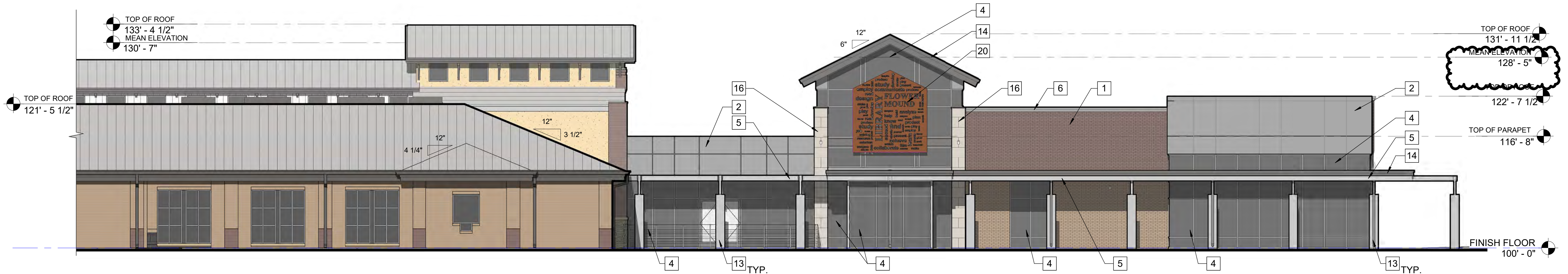
EXTERIOR ELEVATIONS

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RAW JOB NUMBER: 2017-130
DATE: 12.14.2018
DRAWN BY: Author
CHECKED BY: Checkw

A2.02



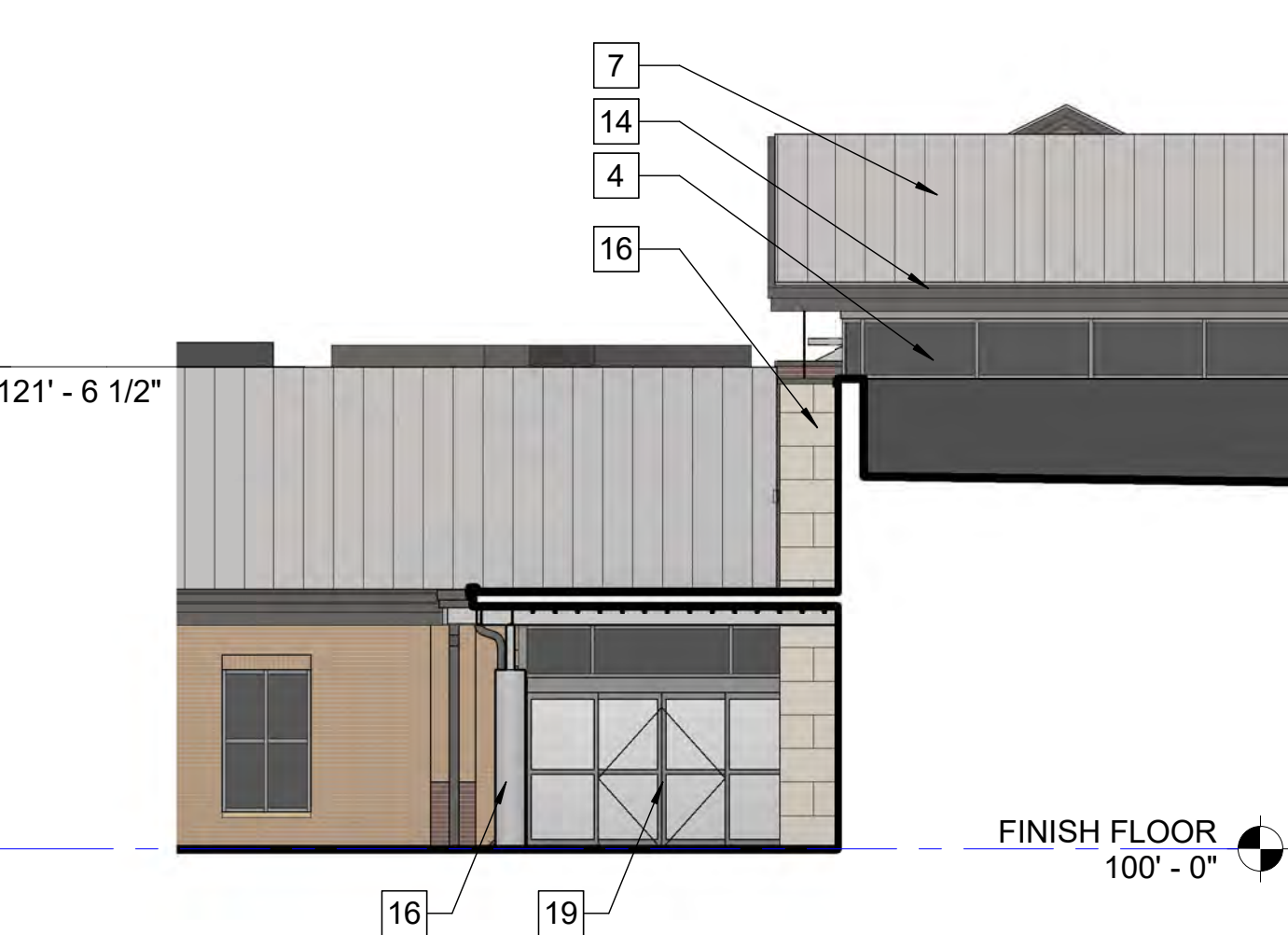
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A2.03 1/8" = 1'-0"



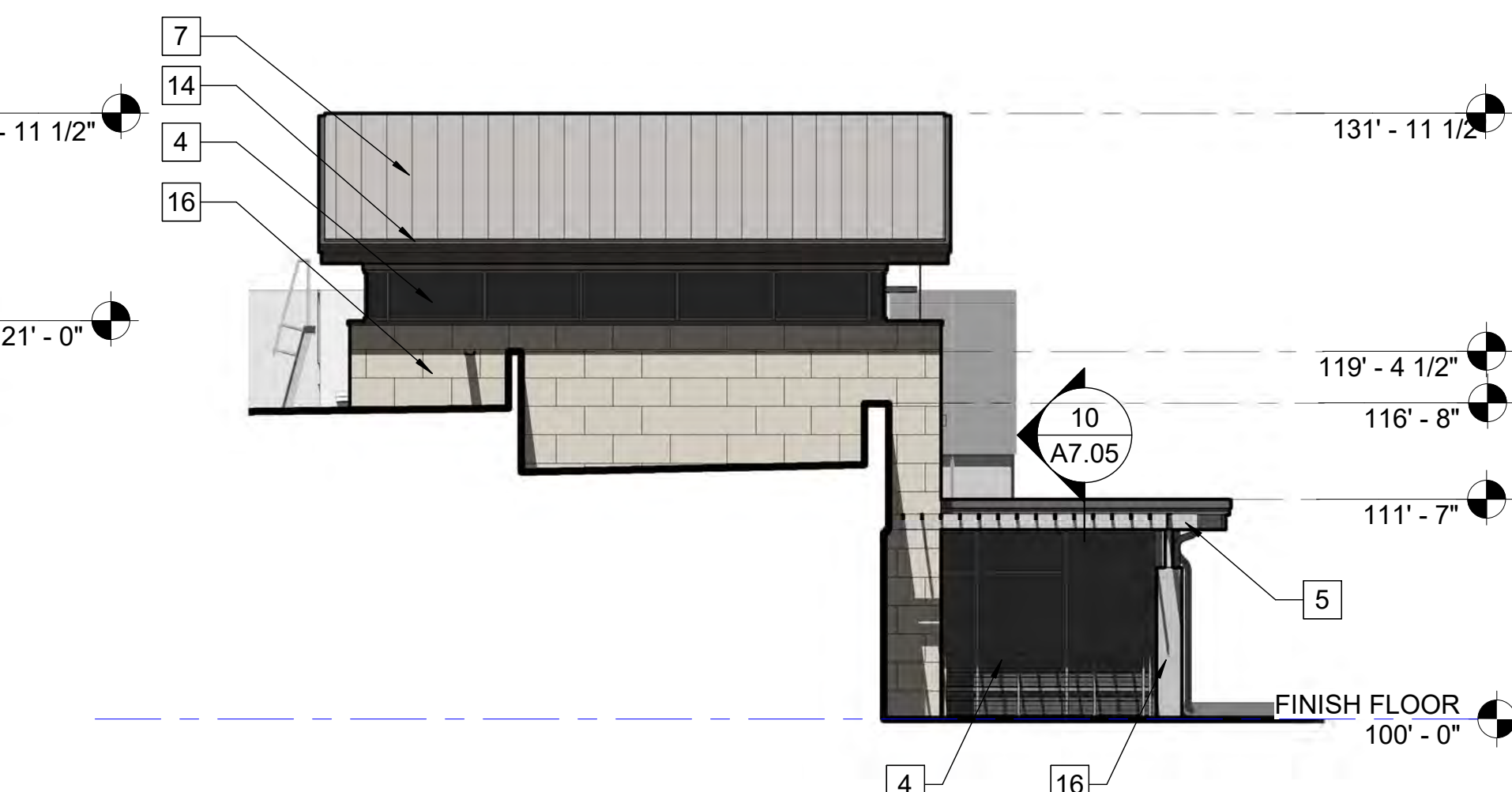
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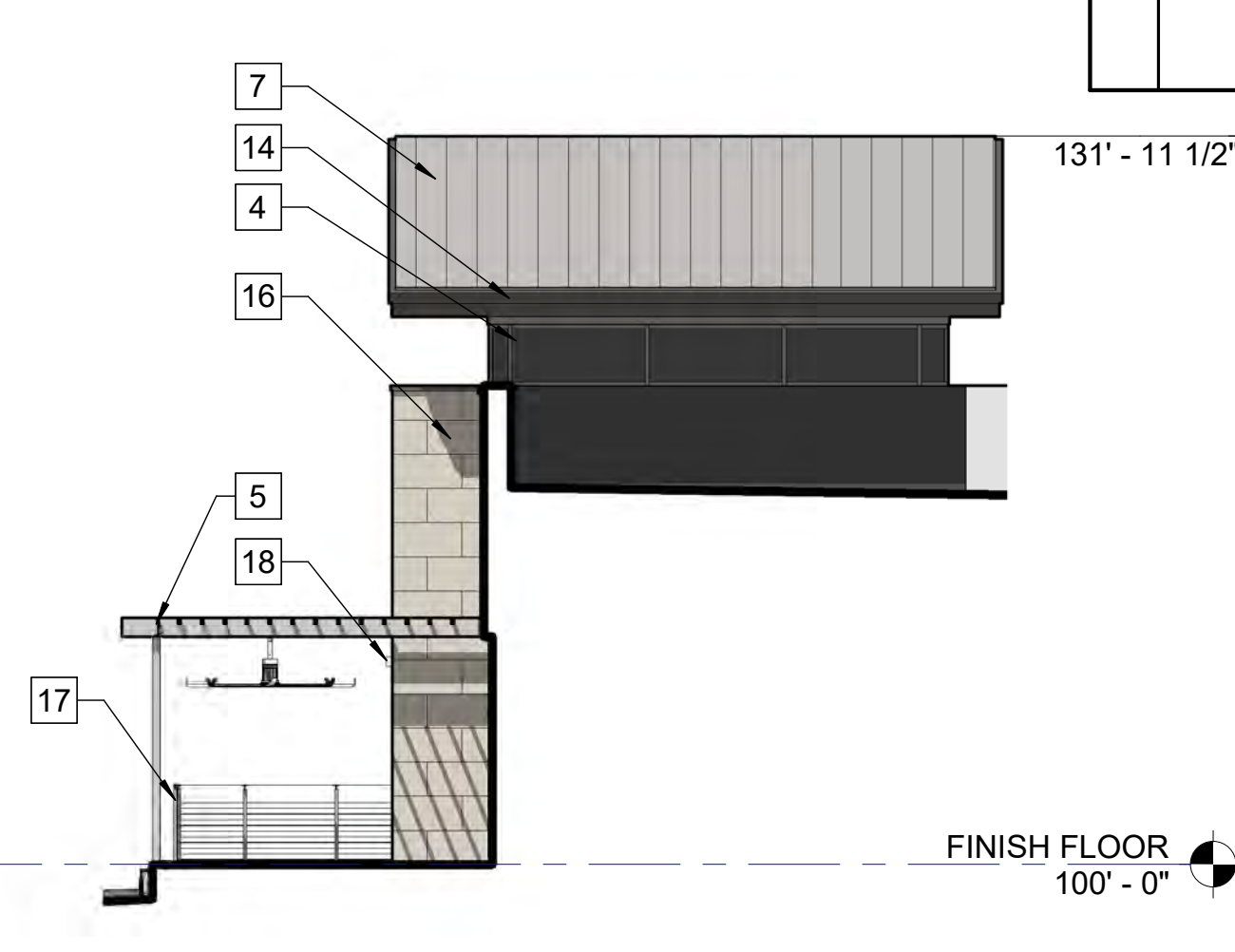
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A2.03 1/8" = 1'-0"



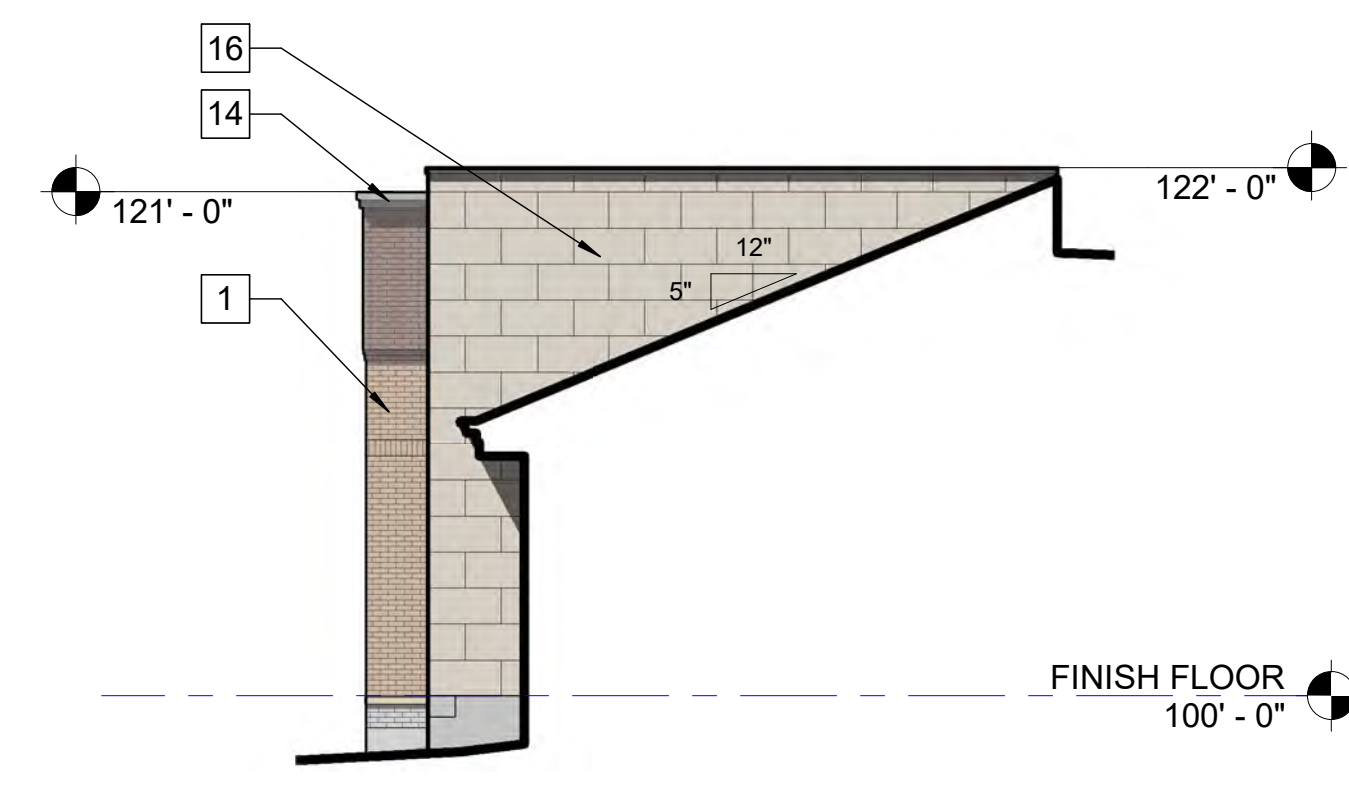
4 PARTIAL NORTH ELEVATION-A (COLORED)
A2.03 1/8" = 1'-0"



5 PARTIAL SOUTH ELEVATION-A (COLORED)
A2.03 1/8" = 1'-0"



6 PARTIAL NORTH ELEVATION-A1 (COLORED)
A2.03 1/8" = 1'-0"



7 PART. NORTH ELEVATION -C (COLORED)
A2.03 1/8" = 1'-0"

NOTES BY NUMBER

- MODULAR FACE BRICK VENEER (F-1) (F-2)
- ALUMINUM COMPOSITE PANEL (F-5)
- CAST STONE MASONRY (F-4)
- ALUMINUM STOREFRONT SYSTEM, REF. STOREFRONT TYPES (F-5)
- EXPOSED STEEL FRAMING, COAT (F-6)
- PREFINISHED METAL FASCIA AND COPING (F-7)
- PREFINISHED STANDING SEAM METAL ROOF, MATCH EXISTING (F-7)
- EXISTING MASONRY VENEER, CLEAN. REPOINT IF NEEDED
- EXISTING METAL FASCIA, CLEAN AND REPAIR IF NEEDED
- EXISTING DOWNSPOUT, CLEAN AND REPAIR IF NEEDED
- EXISTING STANDING SEAM METAL ROOF, CLEAN
- EXISTING ALUMINUM STOREFRONT, CLEAN AND SEAL IF NEEDED
- RIENFORCED CONCRETE COLUMN, MATCH EXISTING FINISH REF. STRUCTURAL
- PREFINISHED METAL FASCIA (F-7)
- BRICK EXPANSION JOINT, SEALANT TO MATCH GROUT COLOR
- 18 X 36 SMOOTH LIMESTONE VENEER (F-3)
- STAINLESS STEEL CABLE RAILING
- EXTERIOR WALL LIGHT FIXTURE
- DOUBLE AUTOMATIC GLASS SLIDING DOORS, REF. DOOR SCHEDULE (F-5)
- PERFORATED ALUMINUM WITH POWDERED COAT (F-8)
- EXISTING METAL FASCIA AND GUTTER, CLEAN AND REPAIR IF NEEDED
- MODULAR FACE BRICK VENEER, SOLDIER COURSE
- PRE-FINISHED METAL ROUND DOWNSPOUT (F-7)
- SILK SCREEN CERAMIC FRIT, DOTS 40% COVERAGE, REFERENCE STOREFRONT TYPES
- PRE-FINISHED METAL FASCIA AND GUTTER (F-7)
- PREFINISHED METAL DOWNSPOUT (F-7)
- EXISTING CEMENT STUCCO, CLEAN AND REPAIR IF NEEDED
- ROOFING MEMBRANE
- CEILING FANS
- NEW TRANSACTION DRAWER
- NEW BOOK DROP
- STEEL PIPE, FALSE FLUE, PAINT TO MATCH ROOF FINISH, CAP WITH PREFINISHED METAL COPING (F-6)

EXTERIOR FINISH LEGEND

- (F-1) MODULAR FACE BRICK - MATCH EXISTING; ST. JOE 'OLD ORLEANS'
- (F-2) MODULAR FACE BRICK - MATCH EXISTING; ST. JOE 'DARK RANGE'
- (F-3) LEUDERS LIMESTONE VENEER NOM. 36"W X 18"H
- (F-4) CAST STONE; MATCH EXISTING CAST STONE COLOR AND TEXTURE
- (F-5) ANODIZED ALUMINUM; MATCH EXISTING; CLEAR
- (F-6) COATED METAL; COLOR; MATCH BENJAMIN MOORE 1477
- (F-7) PRE-FINISHED METAL (ROOF AND FASCIA) - MBCI: SIGNATURE 'SLATE GRAY'
- (F-8) PRE-FINISHED METAL (SOFFIT) - MBCI: SIGNATURE 'LIGHT STONE'
- (F-8) PERFORATED ALUMINUM WITH POWDER COAT - QUALITY POWDER COATING COLOR DS707U RUST

-	-	NORTH	SOUTH	EAST	WEST
1.	TOTAL FACADE S.F.	4,287 s.f.	3,632 s.f.	5,705 s.f.	5,830 s.f.
2.	FACADE S.F. (exclusive of doors and windows)	3,422 s.f.	2,295 s.f.	3,721 s.f.	3,722 s.f.
3.	DOORS AND WINDOWS S.F.	865 s.f.	1,337 s.f.	1,984 s.f.	2,108 s.f.
4.	PRIMARY MASONRY TOTALS (Min. 80%)	3,251 s.f. and 95% of 2	2,163 s.f. and 94% of 2	3,166 s.f. and 85% of 2	3,651 s.f. and 98% of 2
	BRICK	2,711 s.f. and 79% of 2	1,623 s.f. and 71% of 2	2,576 s.f. and 69% of 2	3,128 s.f. and 84% of 2
	STONE	540 s.f. and 16% of 2	540 s.f. and 24% of 2	227 s.f. and 7% of 2	387 s.f. and 10% of 2
	STUCCO	0 s.f. and 0% of 2	0 s.f. and 0% of 2	363 s.f. and 9% of 2	136 s.f. and 4% of 2
5.	SECONDARY MASONRY TOTALS (Max. 20%)	171 s.f. and 5% of 2	132 s.f. and 5% of 2	555 s.f. and 15% of 2	71 s.f. and 2% of 2
	METAL	171 s.f. and 5% of 2	57 s.f. and 2% of 2	454 s.f. and 12% of 2	71 s.f. and 2% of 2
	CMU (BURNISHED)	0 s.f. and 0% of 2	75 s.f. and 3% of 2	101 s.f. and 3% of 2	0 s.f. and 0% of 2

Revised per City Comments	Description	Date	Issued by
1	No.	12/20/2018	NPB

KOMATSU
ARCHITECTURE



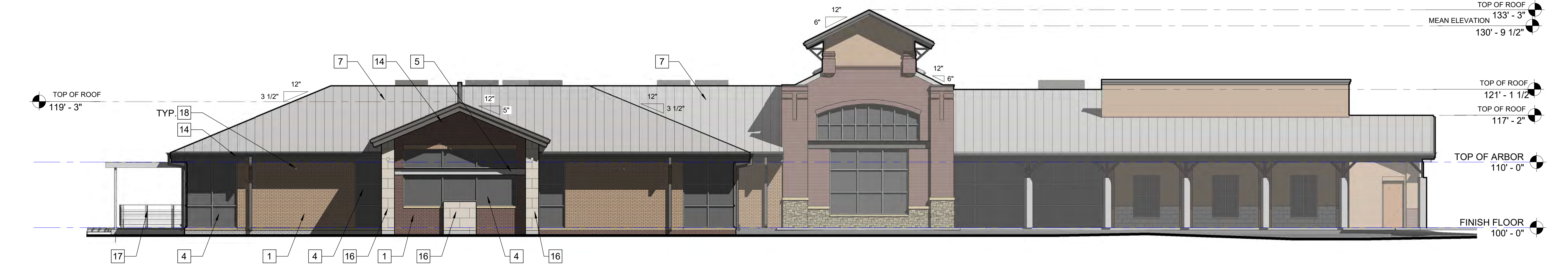
FLOWER MOUND PUBLIC LIBRARY ADDITION

3030 BROADMOOR LANE
FLOWER MOUND, TEXAS 75022

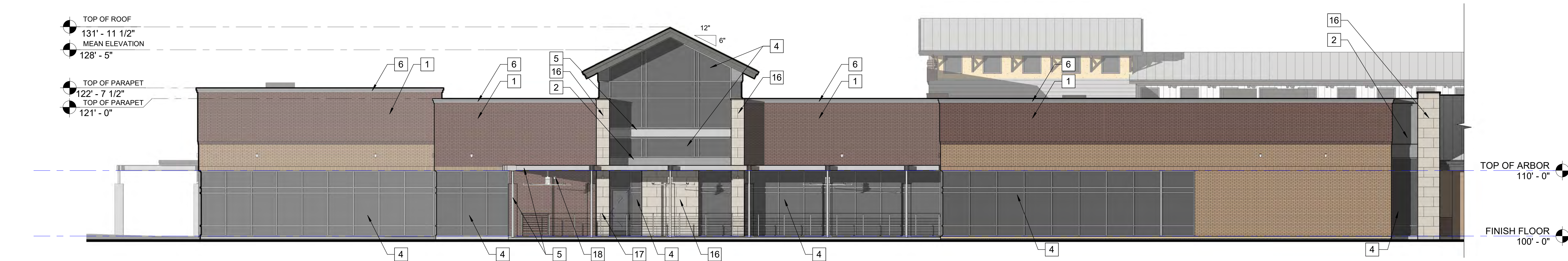
EXTERIOR ELEVATIONS COLORED

SHEET SIZE: 30 x 42
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DATE: 12/14/2018
DRAWN BY: Author
CHECKED BY: Check

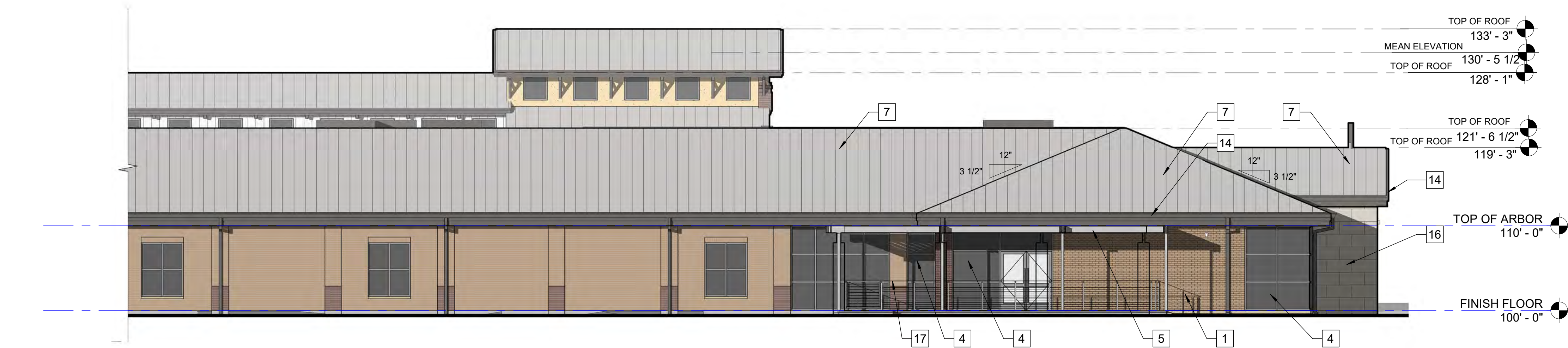
A2.03



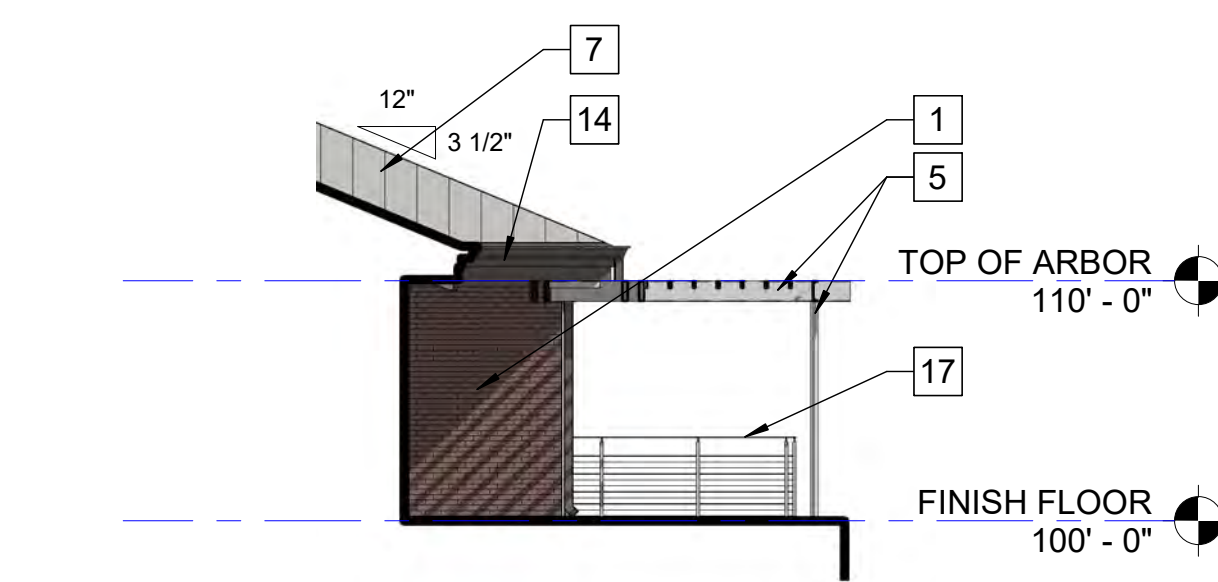
1 SOUTH ELEVATION (COLORED)
A2.04 / 1/8" = 1'-0"



2 PARTIAL WEST ELEVATION-A (COLORED)
A2.04 / 1/8" = 1'-0"



3 PARTIAL WEST ELEVATION-B (COLORED)
A2.04 / 1/8" = 1'-0"

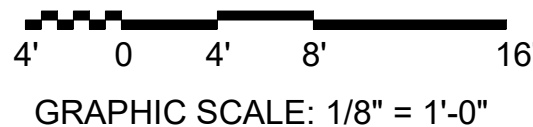


4 PARTIAL NORTH ELEVATION-B (COLORED)
A2.04 / 1/8" = 1'-0"

NOTES BY NUMBER

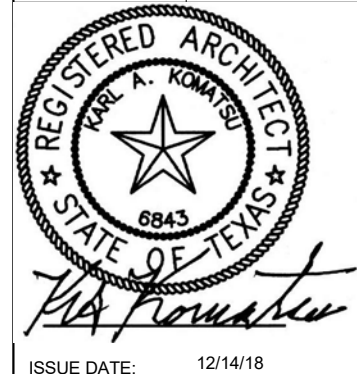
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13. RIENFORCED CONCRETE COLUMN, REF. STRUCTURAL
14. PREFINISHED METAL FASCIA (F-7)
15. BRICK EXPANSION JOINT, SEALANT TO MATCH GROUT COLOR
16. 18 X 36 SMOOTH LIMESTONE VENEER (F-3)
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20. MODULAR FACE BRICK VENEER, SOLDIER COURSE
21. PREFINISHED METAL DOWNSPOUT (F-7)
22. STEEL PIPE, FASLE FLUE, COAT TO MATCH ROOF FINISH, CAP WITH PREFINISHED METAL COPING WTH DRIP EDGE (F-6)
23. EXISTING COATED STEEL
24. EXISTING CONCRETE COLUMN, CLEAN
25. REINFORCED CONCRETE COLUMN, MATCH EXISTING FINISH REF. STRUCTURAL
26. LINE OF NEW ROOF

-	-	NORTH	SOUTH	EAST	WEST
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	CMU (BURNISHED)	0 s.f. and 0% of 2	75 s.f. and 3% of 2	101 s.f. and 3% of 2	0 s.f. and 0% of 2



No.	Description	Revisions	Date	Issued by

KOMATSU
ARCHITECTURE
CONTRACT SET



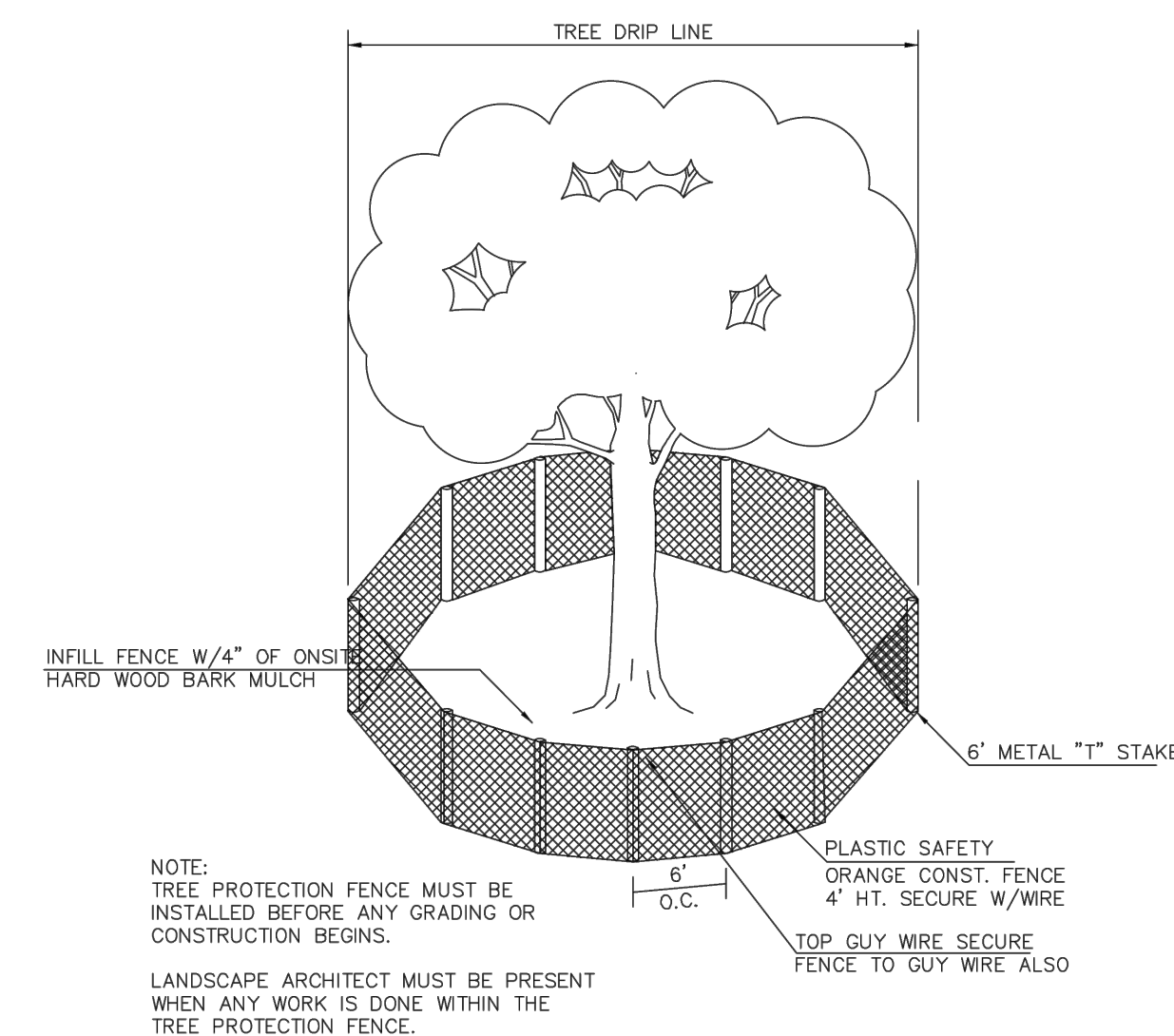
FLOWER MOUND PUBLIC LIBRARY ADDITION
3030 BROADMOOR LANE
FLOWER MOUND, TEXAS 75022
EXTERIOR ELEVATIONS COLORED

SHEET SIZE: 30 x 42
RAW JOB NUMBER: 2017-130
DATE: 12/14/2018
DRAWN BY: Author
CHECKED BY: Checkw

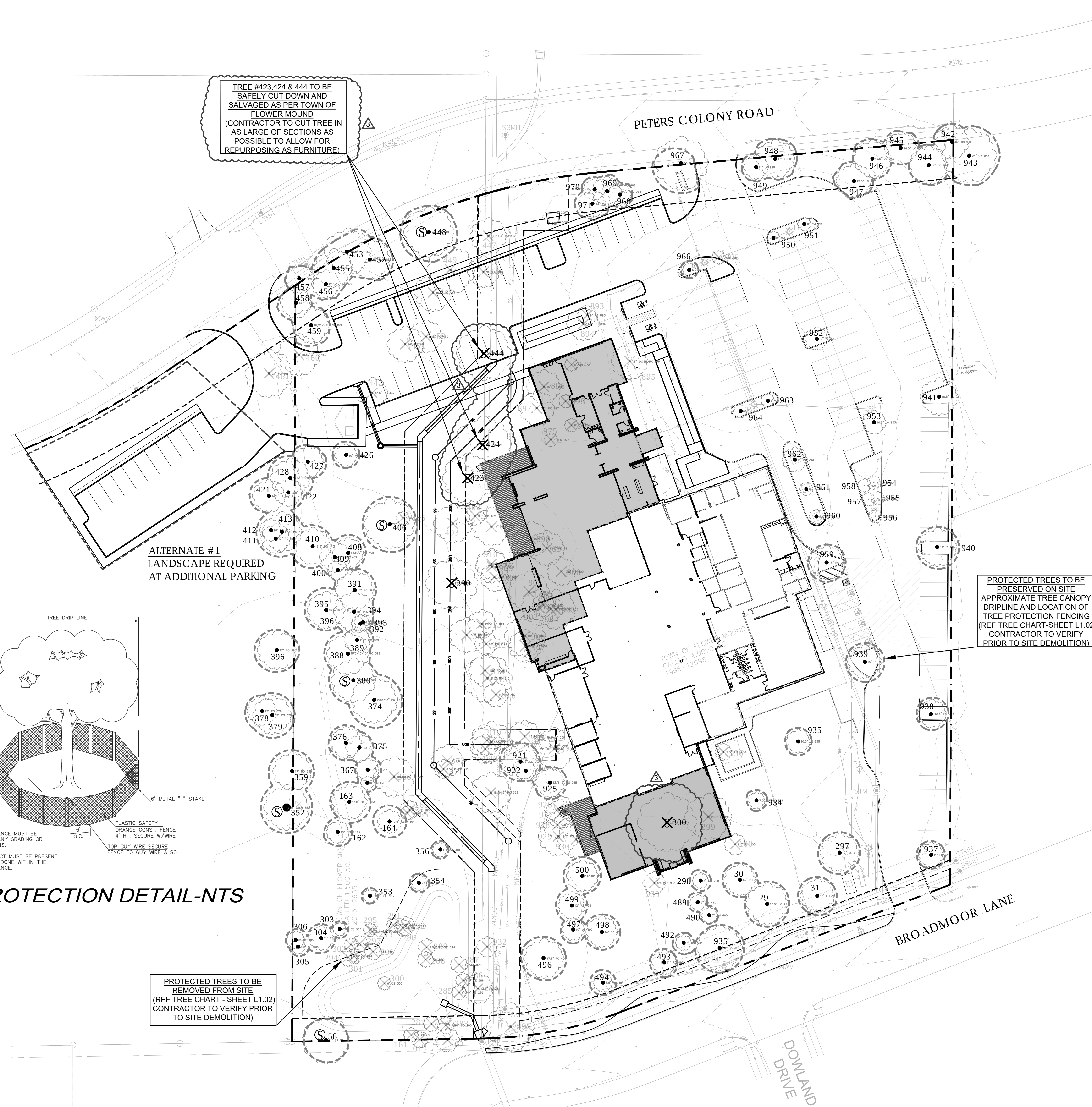
A2.04

TREE PRUNING, REMOVAL AND PROTECTION MEASURES
 A. QUALITY ASSURANCE
 (1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 (2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
 B. JOB CONDITIONS
 (1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 (2) Minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
 C. PRODUCTS
 (1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
 D. DEFINITIONS
 (1) CRZ: Critical Root Zone: The area of undisturbed natural soil around a tree defined by a concentric circle with a radius in feet equal to the number of inches of trunk diameter.
 (2) TPR: Tree Protection Fence: A green safety barrier netting that shall extend around the entire circumference of the tree at the CRZ or as shown on approved plans.
 E. PRE-CONSTRUCTION TREE PRUNING
 (1) Pruning shall be performed under the supervision of an International Society of Arboriculture (ISA) Certified Arborist.
 (2) All trees within the project area shall be pruned to:
 (a) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter
 (b) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 (c) Remove stumps, cutting out the wounded tissue that has formed around the branch.
 (d) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 (3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards.
 (4) Pruning shall be in accordance with ISA's Best Management Practice for Pruning
 (5) No more than 20 percent of live foliage shall be removed from any tree.
 (6) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
 F. TREE REMOVAL
 (1) Tree preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 (2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 (3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 (4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 (5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near the trunk and the stump ground out.
 G. TREE PROTECTION
 (1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work areas, tree protection areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 (2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group of trees.
 (3) Fences shall be erected to protect all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6" T1 stock and orange web fence material.
 (4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 (5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 (6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "Aardur" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any location outside the dripline of retained trees. Irrigation lines in the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way blight and therefore damage the "spoke-like" root system).
 (7) Fertilizer, lime, soil, or waste or wastewater may be deposited, stored, or parked within the tree protection zone.
 (8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 (9) Any grading, construction, demolition, or other work that is expected to encounter free roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified

Prior to any and all construction or land development activity, the developer or property owner shall install four-foot-high plastic (or equivalent) safety fencing around the drip line of protected trees and six-foot-high chain-link fencing around the drip line of specimen and historic trees. Prior to any and all construction or land development activity, the developer or property owner shall establish designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment and related items, designated stockpile areas for the storage of construction supplies and materials during construction of the subdivision and designated drive areas for vehicles and equipment. The location and dimensions of such designated areas shall be clearly identified on both subdivision construction and site plans and shall be approved by the tree preservation and enforcement officer or authorized designee prior to any construction or land development activity in, on or about the subdivision. Such designated areas shall be completely fenced with chain-link fencing and gates for safety purposes and to separate protected, specimen, or historic trees from the construction area and related construction activity. With the approval of the tree preservation and enforcement officer or authorized designee, the designated parking and stockpile areas may be combined into one fenced area, provided that the preservation of protected trees is not adversely affected or jeopardized. Supplies and pipe and other items that are customarily unloaded where installed shall not be required to be stored within the designated stockpile areas. Sites approved for temporary batching plant permits shall be fenced and gated in the same manner as designated parking and stockpile areas. Temporary batching plant permits shall also be required for the operation of all batching plants, pursuant to the regulations of this chapter. During construction, the developer or property owner shall prohibit the cleaning of equipment or materials and/or the disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., under the canopy or drip line of any protected, specimen, or historic tree or group of such trees. No attachments or wires of any kind, other than those of a protective nature, shall be attached to any protected tree(s). With major grade changes of six inches or greater, a retaining wall or tree well of rock, brick, landscape timbers or other approved materials shall be constructed around the tree no closer than the drip line of the tree. The top of the retaining wall or tree well shall be constructed at the new grade. Unless otherwise approved by the town, no construction or construction-related activity shall occur under the canopy or drip line of any protected, specimen, or historic tree or group of such trees. Any tree(s) removed during land development, construction or construction-related activities shall be chipped or hauled off site. Burning of removed trees is prohibited unless prior approval is given by the town's fire marshal. The tree preservation and enforcement officer or authorized designee may require additional protection measures or best management practices as needed on a case by case basis to adequately protect protected, specimen, historic trees, or trees required as part of an approved landscape plan.

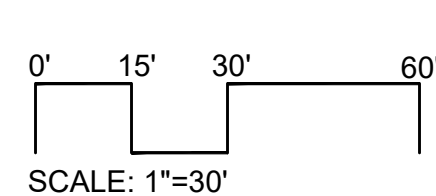


**PROTECTED TREES TO BE
REMOVED FROM SITE**
(REF TREE CHART - SHEET L1.02
CONTRACTOR TO VERIFY PRIOR
TO SITE DEMOLITION)



 APPROXIMATE TREE CANOPY DRIPLINE
 TREE PROTECTION FENCING
 426
REF SHEET L1.01 FOR APPROXIMATE TREE CANOPY DRIPLINE AND LOCATION OF TREE PROTECTION FENCING
 301
PROTECTED TREES TO BE REMOVED FROM SITE
REF SHEET L1.02 FOR TREE CHART
 424 S

SPECIMEN TREES TO BE REMOVED FROM SITE
REF SHEET L1.01 FOR LOCATION
REF NOTE ON TREE #300



EXISTING TREE LIST (PRESERVATION-REMOVAL)

TREE CHART

P								P								P							
	TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS			TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS			TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS	
P	1	29	18.5	LIVE OAK	Quercus virginiana	Yes	X	X	65	395	16.5, 16.5	POST OAK	Quercua stellata	Yes	X	X	129	912	10	POST OAK	Quercua stellata	Yes	
	2	30	14	RED OAK	Quercus shumardii	Yes			66	396	17	CEDAR ELM	Ulmus crassifolia	Yes			130	913	12.5	POST OAK	Quercua stellata	Yes	
	3	31	15	LIVE OAK	Quercus virginiana	Yes			67	400	9	POST OAK	Quercua stellata	Yes			131	914	14.5	POST OAK	Quercua stellata	Yes	75% damaged
	4	58	19.5	CEDAR ELM	Ulmus crassifolia	Yes			68	402	8.5	POST OAK	Quercua stellata	Yes			132	915	21.5	POST OAK	Quercua stellata	Yes	
	5	61	7.5	CEDAR ELM	Ulmus crassifolia	Yes			69	403	17	POST OAK	Quercua stellata	Yes			133	916	11	POST OAK	Quercua stellata	Yes	Damaged
	6	62	10.5	CEDAR ELM	Ulmus crassifolia	Yes			70	405	6	CEDAR ELM	Ulmus crassifolia	Yes			134	917	14	POST OAK	Quercua stellata	Yes	
	7	89	15.5	POST OAK	Quercua stellata	Yes			71	406	22	POST OAK	Quercua stellata	Yes			135	918	18.5, 15.5	POST OAK	Quercua stellata	Yes	Damaged
	8	100	9.5	RED OAK	Quercus shumardii	Yes			72	408	13.5/9	POST OAK	Quercua stellata	Yes			136	919	13	POST OAK	Quercua stellata	Yes	50% dead
	9	161	6.5	CEDAR ELM	Ulmus crassifolia	Yes			73	409	13.5	POST OAK	Quercua stellata	Yes			137	920	13	POST OAK	Quercua stellata	Yes	
	10	162	10	CEDAR ELM	Ulmus crassifolia	Yes			74	410	16.5	CEDAR ELM	Ulmus crassifolia	Yes			138	921	16	POST OAK	Quercua stellata	Yes	
P	11	163	16	BOIS D'ARC	Maclura pomifera	No	X	X	75	412	17.5	POST OAK	Quercua stellata	Yes	X	X	139	922	9	POST OAK	Quercua stellata	Yes	
P	12	164	10.5	CEDAR ELM	Ulmus crassifolia	Yes			76	422	12.5	POST OAK	Quercua stellata	Yes			140	923	18, 14.5	POST OAK	Quercua stellata	Yes	
P	13	165	8.5, 6	CEDAR ELM	Ulmus crassifolia	Yes			77	423	22	POST OAK	Quercua stellata	Yes			141	924	18.5	POST OAK	Quercua stellata	Yes	
P	14	166	8.5	CEDAR ELM	Ulmus crassifolia	Yes			78	424	25	POST OAK	Quercua stellata	Yes			142	925	13, 11.5	POST OAK	Quercua stellata	Yes	
P	15	281	7	CEDAR ELM	Ulmus crassifolia	Yes			79	426	10	POST OAK	Quercua stellata	Yes			143	926	12.5	POST OAK	Quercua stellata	Yes	
P	16	283	19.5	POST OAK	Quercua stellata	Yes			80	427	14	CEDAR ELM	Ulmus crassifolia	Yes			144	927	13	POST OAK	Quercua stellata	Yes	
P	17	284	13.5	POST OAK	Quercua stellata	Yes			81	428	17.5	CEDAR ELM	Ulmus crassifolia	Yes			145	928	12.5	POST OAK	Quercua stellata	Yes	
P	18	285	6	CEDAR ELM	Ulmus crassifolia	Yes			82	442	13.5	POST OAK	Quercua stellata	Yes			146	929	17.5	POST OAK	Quercua stellata	Yes	
P	19	286	6.5	CEDAR ELM	Ulmus crassifolia	Yes			83	444	24	POST OAK	Quercua stellata	Yes			147	930	16.5	POST OAK	Quercua stellata	Yes	
P	20	287	7.5	CEDAR ELM	Ulmus crassifolia	Yes			84	445	16.5	POST OAK	Quercua stellata	Yes			148	932	9	CEDAR ELM	Ulmus crassifolia	Yes	
P	21	288	7	CEDAR ELM	Ulmus crassifolia	Yes	X	X	85	446	14	POST OAK	Quercua stellata	Yes	X	X	149	933	10	CEDAR ELM	Ulmus crassifolia	Yes	
	22	289	7.5, 5.5, 5	CEDAR ELM	Ulmus crassifolia	Yes			86	447	16, 15.5	POST OAK	Quercua stellata	Yes			150	934	7.5	MEXICAN PLUM	Prunus mexicana	Yes	
	23	290	7.5	CEDAR ELM	Ulmus crassifolia	Yes			87	448	22	POST OAK	Quercua stellata	Yes			151	935	10.5	LIVE OAK	Quercus virginiana	Yes	
	26	291	8.5, 6	CEDAR ELM	Ulmus crassifolia	Yes			88	449	21	POST OAK	Quercua stellata	Yes			152	936	7.5	TEXAS ASH	Fraxinus texensis	Yes	
	24	292	8.5	CEDAR ELM	Ulmus crassifolia	Yes			89	450	14.5	POST OAK	Quercua stellata	Yes			153	937	11	LIVE OAK	Quercus virginiana	Yes	
	25	293	6.5, 4, 3	CEDAR ELM	Ulmus crassifolia	Yes			90	451	16	POST OAK	Quercua stellata	Yes			154	938	12.5	POST OAK	Quercua stellata	Yes	
	27	294	7.5	CEDAR ELM	Ulmus crassifolia	Yes			91	452	18	CEDAR ELM	Ulmus crassifolia	Yes			155	939	15	RED OAK	Quercus shumardii	Yes	
	29	295	6	CEDAR ELM	Ulmus crassifolia	Yes			92	453	20.5	POST OAK	Quercua stellata	Yes			156	940	17	CHINESE PISTACHE	Pistachia chinensis	No	
	28	296	7.5	CEDAR ELM	Ulmus crassifolia	Yes			93	455	17	POST OAK	Quercua stellata	Yes			157	941	16.5	LIVE OAK	Quercus virginiana	Yes	
	30	297	7.5	CEDAR ELM	Ulmus crassifolia	Yes			94	456	12.5, 12	POST OAK	Quercua stellata	Yes			158	942	15	LIVE OAK	Quercus virginiana	Yes	
P	31	298	7	CRAPEMYRTLE	Lagerstroemia indica	No	X	X	95	457	13	POST OAK	Quercua stellata	Yes	X	X	159	944	17	LIVE OAK	Quercus virginiana	Yes	
	32	299	20.5	LIVE OAK	Quercus virginiana	Yes			96	458	13.5	POST OAK	Quercua stellata	Yes			160	945	14.5	LIVE OAK	Quercus virginiana	Yes	
	33	300	26	WATER OAK	Quercus phellos	Yes			97	459	16, 11, 9.5	POST OAK	Quercua stellata	Yes			161	946	16.5	LIVE OAK	Quercus virginiana	Yes	
	34	300A	6	CEDAR ELM	Ulmus crassifolia	Yes			98	460	18.5, 13	POST OAK	Quercua stellata	Yes			162	947	15.5	LIVE OAK	Quercus virginiana	Yes	
	35	301	8.5	CEDAR ELM	Ulmus crassifolia	Yes			99	489	7	CRAPEMYRTLE	Lagerstroemia indica	No			163	948	17	LIVE OAK	Quercus virginiana	Yes	
	36	302	6.5	CEDAR ELM	Ulmus crassifolia	Yes			100	490	7	CRAPEMYRTLE	Lagerstroemia indica	No			164	949	11	LIVE OAK	Quercus virginiana	Yes	
	37	303	8, 6	CEDAR ELM	Ulmus crassifolia	Yes			101	491	20	LIVE OAK	Quercus virginiana	Yes			165	950	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	38	304	11	CEDAR ELM	Ulmus crassifolia	Yes			102	492	7	CRAPEMYRTLE	Lagerstroemia indica	No			166	951	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	39	305	6.5	CEDAR ELM	Ulmus crassifolia	Yes			103	493	11	RED OAK	Quercus shumardii	Yes			167	952	10	CHINESE PISTACHE	Pistachia chinensis	No	
	40	306	8	CEDAR ELM	Ulmus crassifolia	Yes			104	494	8.5	RED OAK	Quercus shumardii	Yes			168	953	10.5	LIVE OAK	Quercus virginiana	Yes	
P	41	352	20	CEDAR ELM	Ulmus crassifolia	Yes	X	X	105	495	21	POST OAK	Quercua stellata	Yes	X	X	169	954	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	42	353	8, 8	CEDAR ELM	Ulmus crassifolia	Yes			106	496	17.5	POST OAK	Quercua stellata	Yes			170	955	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	43	354	7, 7	CEDAR ELM	Ulmus crassifolia	Yes			107	497	10	CEDAR ELM	Ulmus crassifolia	Yes			171	956	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	44	356	6.5	CEDAR ELM	Ulmus crassifolia	Yes			108	498	14	POST OAK	Quercua stellata	Yes			172	957	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	45	359	17	POST OAK	Quercua stellata	Yes			109	499	12	CEDAR ELM	Ulmus crassifolia	Yes			173	958	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	46	366	6.5	CEDAR ELM	Ulmus crassifolia	Yes			110	500	14	POST OAK	Quercus stellata	Yes			174	959	15	RED OAK	Quercus shumardii	Yes	
	47	367	10	POST OAK	Quercua stellata	Yes			111	893	9	POST OAK	Quercua stellata	Yes			175	960	6.5	RED OAK	Quercus shumardii	Yes	
	48	368	18, 15, 15	POST OAK	Quercua stellata	Yes			112	894	14.5	POST OAK	Quercua stellata	Yes			176	961	5.5	RED OAK	Quercus shumardii	Yes	
	49	371	11, 8	POST OAK	Quercua stellata	Yes			113	895	16	LACEBARK ELM	Ulmus parvifolia	Yes			177	962	11	RED OAK	Quercus shumardii	Yes	
	50	372	14	POST OAK	Quercua stellata	Yes			114	896	15	POST OAK	Quercua stellata	Yes			178	963	6	CRAPEMYRTLE	Lagerstroemia indica	No	
P	51	374	20.5, 15	CEDAR ELM	Ulmus crassifolia	Yes	X	X	115	897	15.5	POST OAK	Quercua stellata	Yes	X	X	179	964	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	52	375	12, 12	POST OAK	Quercua stellata	Yes			116	898	15.5	POST OAK	Quercua stellata	Yes			180	965	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	53	376	14	POST OAK	Quercua stellata	Yes			117	900	12.5	POST OAK	Quercua stellata	Yes			181	966	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	54	378	13	POST OAK	Quercua stellata	Yes			118	901	18	POST OAK	Quercua stellata	Yes			182	967	6.5, 8, 8.5, 9	LIVE OAK	Quercus virginiana	Yes	
	55	379	17	POST OAK	Quercua stellata	Yes			119	902	16	POST OAK	Quercua stellata	Yes			183	968	9, 9.5	POST OAK	Quercua stellata	Yes	
	56	380	19.5	CEDAR ELM	Ulmus crassifolia	Yes			120	903	10	POST OAK	Quercua stellata	Yes			184	969	16.5, 8, 7.5	POST OAK	Quercua stellata	Yes	
	57	381	15.5	POST OAK	Quercua stellata	Yes			121	904	11	POST OAK	Quercua stellata	Yes			185	970	9	POST OAK	Quercua stellata	Yes	
	58	388	18.5, 15, 13	POST OAK	Quercua stellata	Yes			122	905	17.5	POST OAK	Quercua stellata	Yes			186	971	11.5	POST OAK	Quercua stellata	Yes	
	59	389	11.5	POST OAK	Quercua stellata	Yes			123	906	18	POST OAK	Quercua stellata	Yes			187	972	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	60	390	23	POST OAK	Quercua stellata	Yes			124	907	14.5	POST OAK	Quercua stellata	Yes			188	973	6	CRAPEMYRTLE	Lagerstroemia indica	No	
P	61	391	17	POST OAK	Quercua stellata	Yes	X	X	125	908	12.5	POST OAK	Quercua stellata	Yes	X	X	189	974	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	62	392	8	POST OAK	Quercua stellata	Yes			126	909	14.5	POST OAK	Quercua stellata	Yes			190	975	6	CRAPEMYRTLE	Lagerstroemia indica	No	
	63	393																					

C:\Users\jgordon\OneDrive\OneDrive\Public\Preservation-Removal Tree Chart.dwg
2/27/2025 1:18 PM, by jgordon, sheet: 12/20/2025 1:18 PM

P PROTECTED TREES TO BE PRESERVED ON SITE
REF SHEET L1.01 FOR APPROXIMATE TREE CANOPY
DRIPLINE AND LOCATION OF TREE PROTECTION FENCING
X SPECIMEN TREES TO BE REMOVED FROM SITE
REF SHEET L1.01 FOR LOCATION- REF NOTE ON TREE #300
S SPECIMEN TREES TO BE PRESERVED ON SITE
REF SHEET L1.01 FOR LOCATION- REF NOTE ON TREE #300
X DAMAGED/DISEASED TREES TO BE REMOVED FROM SITE
REF SHEET L1.01 FOR LOCATION

2	Tree Chart Revisions	1-21-19	GAC
3	Revised Tree Symbol on Tree Chart	2-25-19	GAC
No.	Description	Date	Issued by



TOWN OF FLOWER MOUND PUBLIC LIBRARY

3030 BROADMOOR LANE, FLOWER MOUND, TEXAS 75022

LIBRARY EXPANSION – PARKING STUDY

DECEMBER 14TH, 2018

PREPARED BY:

JQ ENGINEERING, LLP

100 GLASS STREET

DALLAS, TEXAS 75207



TOWN OF FLOWER MOUND PUBLIC LIBRARY

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The purpose of this study is to provide the Town of Flower Mound with partial background site information and data to validate the increase of parking that is being proposed along with the Flower Mound Public Library Addition (Proposal Package SP18-0018).

This study is provided for compliance with Article III section 82-73, Flower Mound Town Code.

LIBRARY DESCRIPTION AND USE:

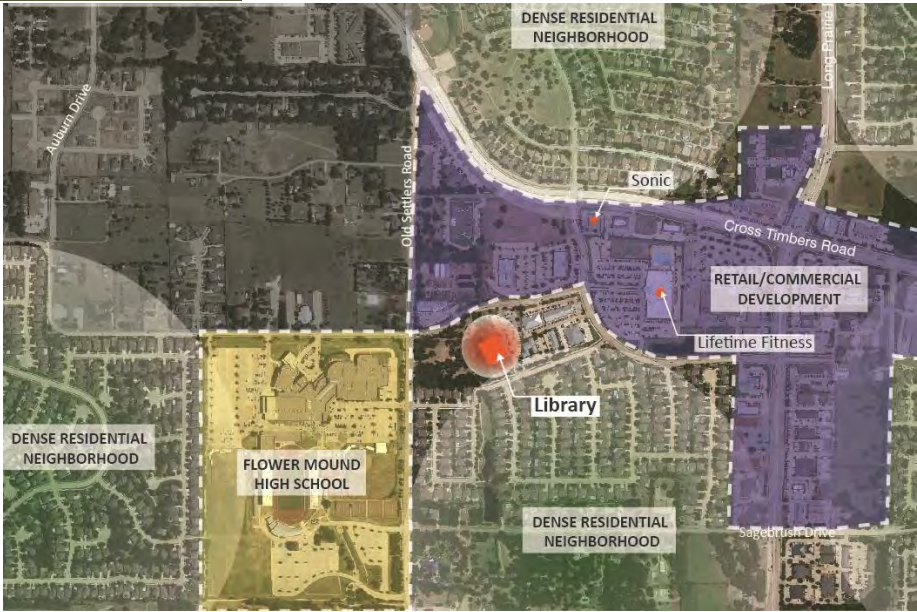
The library is located adjacent to residential neighborhoods, and between a high school and a major retail/commercial development. The public library is in a fairly central location on site, between Peters Colony Road & Broadmoor Lane in the Town of Flower Mound. With the address sited on Broadmoor Lane, the one (1) story tall library, presently sits on a four (4) acre lot and covers a 25,000 SF area with 114 provided parking spaces. In addition to zoning setbacks set from the property lines, there is a 25' utility easement on the west side of the property. Majority of all utilities that service the library are located in or parallel to the utility easement. On the opposite side of the utility easement, west of the library is a mildly dense forested area in a vacant property. This is planned to be purchased by the Town of Flower Mound and potentially become a local park in the future.

Special events are often held at the library throughout the year, varying on average from 10-20 events, some taking place in the library parking lot. Occasionally parking is noted as an issue during these events, but during normal day to day business hours the 114 available parking spaces adequately fulfill the public's needs.

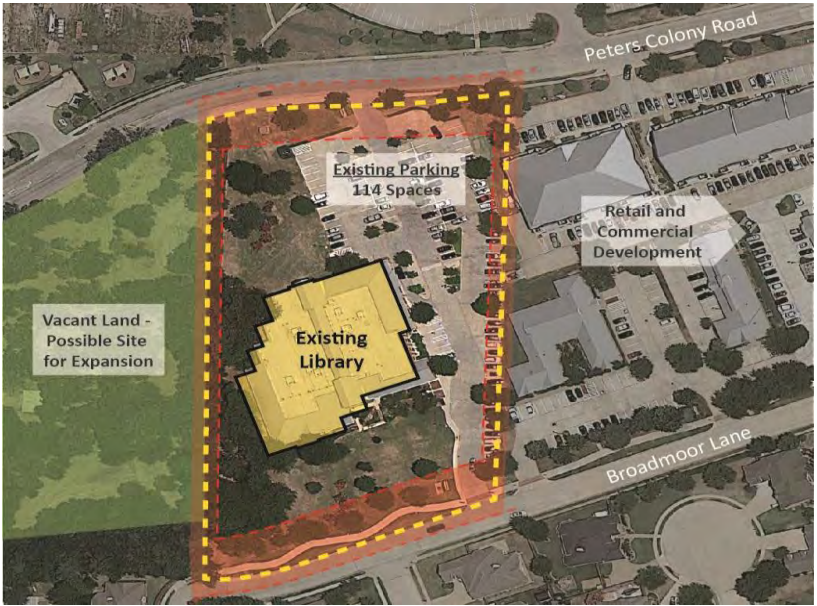


VICINITY MAPS:

LOCATION AND NEARBY AMENITIES:



EXISTING SITE:





PARKING REQUIREMENTS:

TOWN CODE – ARTICLE III, SEC. 82-73 to 82-76

OFF-STREET PARKING AND LOADING SPACE REQUIREMENT:

When constructing, improving or making building additions to a proposed site; Town guidelines and codes must be adhered to. For Library parking, Provide 10 spaces (minimum) plus 1 additional space per every 500 square feet

SCHEDULE OF PARKING AND LOADING REQUIREMENTS

Use Type	Parking
Museum, library or art gallery (public)	10 plus 1 space per 500 square feet

Accessible Spaces (see 82-76 for full chart):

Total Required Spaces	Minimum Spaces for Disabled
10—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7

Deviation of required spaces:

The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

EXISTING CONDITIONS:

Library existing conditions consist of a 25,000 SF one-story building surrounded by approximately 33.1% impervious pavement and/or structures, and 66.9% pervious landscape including various types of foliage.



Based on the criteria noted in the Town code, the library requires a minimum of 60 parking spaces with 3 of those spaces being handicap accessible. (One designated as VAN loading.)

$$25,000 \text{ SF} / 500 \text{ SF} + 10 = \mathbf{60} \text{ required spaces}$$

$$[51-75] \text{ total parking} = \mathbf{3} \text{ accessible spots required}$$

Presently the library provides 114 parking spaces (5 spots designated accessible) on site. This excessive amount can allow for partial development and library expansion in the future without having to increasing the overall parking count.

Special events held at the library utilize the excess parking during special times of the year, allowing for increased public involvement during these events.

PROPOSED CONDITIONS:

The Library addition include a 12,035 SF north wing building, and 4,126 SF south wing building adjacent to the 25,000 SF one-story building. This is an increase of 16,161 SF building space that requires an additional 33 parking spaces (per sec. 82-74) be added to the site.

$$16,161 \text{ SF} / 500 \text{ SF} = 32.32 \text{ or } \mathbf{33} \text{ additional spaces}$$

$$60 + 33 = \mathbf{93} \text{ required spaces}$$

$$[76-100] \text{ NEW total parking} = \mathbf{4} \text{ accessible spots required}$$

With the current existing 114 parking spaces provided on site exceeding the 93 minimum requirement, there is should be no need to add more parking to the site.

RELOCATED PARKING & FUTURE CONDITIONS:

The addition of the library wings necessitates building setbacks and public accessway which creates an overlap with some existing parking spaces on site. Removal & relocation of these existing spaces is required to enhance public access to the library while not negatively affecting the total required parking count. With the relocation of existing parking, additional parking was included to the overall total parking count. The purpose of this increase is based on the following:

1. It is preferred for main parking to be centralized around the library's new main entrance.
2. Growing town population will require additional parking for future library visitation.
3. Town's special request to include 11 parking spaces for a future town park in the adjacent lot. *[Noted as alternate #1 in project proposal SP18-0018]*



To satisfy the above conditions, 36 new parking spaces are proposed along with 11 alternate #1 spaces. The combined parking count brings the parking total count to 145 spaces. This total surpasses the minimum 93 parking spaces required; however, exceeds 20% of the original parking count.

$$114 \text{ (existing)} + 36 \text{ (new)} - 16 \text{ (relocated)} + 11 \text{ (alternate)} = \mathbf{145 \text{ total parking}}$$

$$(47 / 114) * 100\% = \mathbf{41.23\% \text{ increase}}$$

Code 82-73 dictates any parking in excess of 20 percent must be mitigated. To fulfill that requirement as well as the increase in drainage run occurring the site, an 8,140 cubic foot storage detention pond is proposed along with landscape improvements.

The detention pond is overdeveloped by approximately 4,500 cubic feet to help mitigate the additional 45% increase in parking, the library addition storm runoff and potential future development to occur in the west lot.

SUMMARY:

The existing library presently meets and exceeds all parking requirements relating to the Town code. The proposed library additions do not require any additional site parking at this time. Within the SP18-0018 building additions proposal is a 42% parking increase on site that will require mitigation. This requirement is satisfied by the installation of a detention pond to the southwest and landscape improvements around the site. The pond is oversized by the engineer to encompass both the proposed additions and potential development related to the west lot future improvements.

This study is based largely on the data provided in Proposal Package SP18-0018 and the supplemental information found from Town of Flower Mound online database.

REFERENCE SITES:

Town of Flower Mound Database:

- https://library.municode.com/tx/flower_mound/codes/code_of_ordinances
- <https://www.flower-mound.com/QuickLinks.aspx> & GIS mapping
- "Approved Library Master Plan" by Dewberry Architects Inc., June 25th 2012



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: March 18, 2019

FROM: Brian Waltenburg, P.E., Assistant Director of Engineering

ITEM: Consider approval of a Construction Agreement with Tiseo Paving Company for the Morriss Road and 20" Water Line Improvements project, in the amount of \$5,000,844.95; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 19, 2019, bids were received and opened (Bid # 2019-46-B) for the Morriss Road and 20" Water Line Improvements project. Tiseo Paving Company submitted the lowest qualified bid of the three responding bidders at a base bid of \$5,000,844.95.

Morriss Road and 20" Water Line Improvements project includes the replacement of an existing 20" Water line (Morriss Road Water Line Phase 1 - Forest Vista to Garden), improvements to Morriss Road intersections with FM 3040, Forest Vista, and Garden Road (Morriss Road Improvements), and Panel Replacements from FM 3040 to Garden Road (Morriss Road Panel Replacement – FM 3040 to FM 1171).

FISCAL IMPACT: \$5,000,844.95

Proposed Expenditure/(Revenue):	Account Number(s):
\$2,966,571.00	316-560-78034 Morriss St Recon
399,844.25	508-220-77101 Morriss St Improvements
125,000.00	531-220-77101 Morriss St Improvements
258,181.60	550-117-77101 Morriss St Improvements
1,251,248.10	630-960-98846 Morriss Water Line Ph. 1

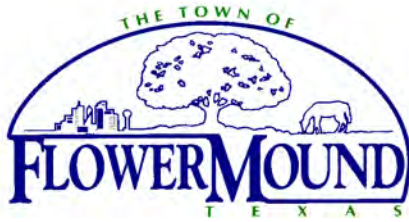
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.



Town of Flower Mound
Bid Tabulation

Bid No: 2019-46-B - Morriss Road Improvements and 20" Water Line

Bid Opening: 2/19/2019 at 11:00 AM

Company	Total Bid
Tiseo Paving Company	\$ 5,000,844.95
Fort Worth Civil Constructors, LLC	\$ 5,490,233.00
Jackson Construction LTD	\$ 5,615,421.75

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

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: February 19, 2019

TOWN OF FLOWER MOUND
MORRISS ROAD AND 20" WATER LINE IMPROVEMENTS

Bid # 2019-46-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 18th day of March, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Tiseo Paving Company, a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

MORRISS ROAD AND 20" WATER LINE IMPROVEMENTS,
Bid # 2019-46-B

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

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

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

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond;
- S. Bid materials distributed by the Town that relate to the Project; and
- T. Texas Department of Transportation – Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges (2014) (by reference).

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

inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Five Million Eight Hundred Forty-Four Dollars and 95 cents (\$5,000,844.95)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Three Hundred and Five (305) calendar days, Garden Road final completion of Seventy Four (74) calendar days within the Contract allotted work time frame, and final completion of Three Hundred and Sixty Five (365) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND

EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred and Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred and Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of One Thousand Five Hundred and Zero/One Hundredths Dollars (\$1500.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work associated with Garden Road has not been finally completed by the Contractor beyond the Contract time for final completion, outside of the allotted Contract time frame for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

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

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

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

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

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required

by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: March 18, 2019

FROM: Clay Riggs, PE., CFM., Assistant Director of Public Works

ITEM: Consider approval of a Construction Agreement with Felix Construction Company for the Wastewater Treatment Plant Ultraviolet System Upgrade project, in the amount of \$2,065,700.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 14, 2019, bids were received and opened (Bid No. 2019-61-B) for the Wastewater Treatment Plant Ultraviolet System Upgrade project. Felix Construction Company submitted the lowest qualified bid of the three responding bidders at a base bid of \$2,065,700.00.

Replacement of the existing UV system is necessary due to the age, deterioration, and lack of available replacement parts. The project includes demolition of the existing UV disinfection system and installation of a new UV disinfection system capable of producing a Type I Reuse water quality.

FISCAL IMPACT: \$2,065,700.00

Proposed Expenditure/(Revenue):

Account Number(s):

\$2,065,700.00

630-970-98473

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

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.



Town of Flower Mound
Bid Tabulation

Bid No: 2019-61-B – Wastewater Treatment Plant Ultraviolet System Upgrade

Bid Opening: 2/13/2019 at 11:00 AM

Company	Total Bid
Felix Construction Company	\$ 2,065,700.00
Gracon Construction, Inc	\$ 2,199,700.00
Bar Constructors, Inc	\$ 2,442,700.00

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

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: February 13, 2019

TOWN OF FLOWER MOUND
WASTEWATER TREATMENT PLANT
ULTRAVIOLET SYSTEM UPGRADE

Bid # 2019-61-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 18th day of March, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Felix Construction Company, a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

WASTEWATER TREATMENT PLANT
ULTRAVIOLET SYSTEM UPGRADE,
Bid # 2019-61-B

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

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

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;
- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Million Sixty-Five Thousand Seven Hundred Dollars and No cents (\$2,065,700.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Channel B of One Hundred Eighty (180) calendar days, substantial completion of Channel A of Two Hundred Ten (210) calendar days, substantial completion of Channel C of Two Hundred Seventy (270) calendar days, substantial completion of the Project of Three Hundred Thirty (330) calendar days, and final completion of the Project of Three Hundred Sixty (360) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

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

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

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town

releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to

provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

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

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

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

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

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

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

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

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

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

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

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

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

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond each of the Substantially Complete Contract times, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

meet TPDES General Construction Permit during final close out but have since become noncompliant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

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

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

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

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

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

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

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

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: March 18, 2019

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of a Construction Agreement with MSB Constructors, Inc., for the Flower Mound Storage Warehouse project, in the amount of \$1,395,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 12, 2019, bids were received and opened (Bid # 2019-52-B) for the Flower Mound Storage Warehouse project. MSB Constructors, Inc., submitted the lowest qualified bid of the nine responding bidders at a base bid of \$1,395,000.00.

The storage warehouse project is comprised of site work and a new 16,800 square foot metal building located at 1102 Duncan Lane (behind Fleet Services). The work will include interior lighting, HVAC systems (heat only), fire suppression and detection. The interior space will be divided into sections to allow various town divisions to store items.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$1,395,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$574,647.00	533-111-50103
\$820,353.00	505-111-50103

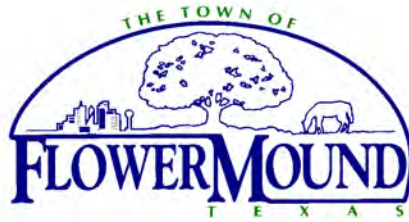
Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

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

ATTACHMENTS:

1. Bid Tabulation No. 2019-52-B
2. Construction Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.



Town of Flower Mound
Bid Tabulation

Bid No: 2019-52-B - Flower Mound Storage Warehouse

Bid Opening: 2/14/2019 at 11:00 AM

Company	Total Bid
MSB Constructors Inc	\$ 1,395,000.00
Mart, Inc	\$ 1,444,000.00
Denco Construction Specialist	\$ 1,525,500.00
CIMA General Contractors Inc	\$ 1,538,914.00
Oak Hill Concrete	\$ 1,550,345.00
AUI Partners LLC	\$ 1,569,000.00
MDI General Contractors	\$ 1,582,000.00
RKM General Contractors	\$ 1,595,000.00
308 Construction LLC	\$ 1,908,111.00

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

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: February 14, 2019

TOWN OF FLOWER MOUND**Flower Mound Storage Warehouse****Bid # 2019-52-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 18th day of March, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and MSB Constructors, a Corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Flower Mound Storage Warehouse,
Bid # 2019-52-B

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

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

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

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

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

inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million Three Hundred Ninety-Five Thousand Dollars and No cents (\$1,395,000.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of **Two Hundred and Ten (210)** calendar days, and final completion of **Two Hundred and Forty (240)** calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas,

pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may

use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

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

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

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

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

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

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

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

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL

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

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

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

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

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may

be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

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

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

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

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

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

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

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

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes

available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

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

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

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

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

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project.

Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

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

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

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

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

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

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

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

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

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

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: March 18, 2019

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Discuss and provide direction regarding rescinding the senior overlay district.

BACKGROUND INFORMATION: During the March 4, 2019, Town Council meeting, the Council requested a future agenda item to discuss rescinding the senior overlay district. The senior overlay was established by Council on March 6, 2017, to address demand for affordable, high-quality, senior housing options for persons 55 years of age or older. The overlay encourages high-quality senior housing development, and allows new applications for zoning changes within the overlay without having to change the underlying land use.

The overlay is currently set to expire on March 6, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Options will be discussed during the meeting.

ATTACHMENTS:

1. Senior Overlay

DRAFT MOTION: Staff will implement the direction provided by the Council.

1.0 LAND USE PLAN

Senior Housing

The Town encourages high quality, age-restricted, independent housing projects in appropriate locations to address the demand for diverse senior housing options. In January 2017, the Town Council determined there was a need to address the demand for diverse housing options. To address the immediate need the following provisions were adopted on March 6, 2017. Specifically, within the area identified as 2,500 feet on either side of FM 2499 (Long Prairie Road) from FM 407 (Justin Road) down to the northern boundary of the Lakeside Business District, but not including the Lakeside Business District, a senior housing project can be approved within any land use category. The basis of this allowance is due to the lower impact such developments would have in any of the land use categories. Any senior housing development would need to proceed by submitting a rezoning request for a Planned Development (PD) where such issues as design, adjacency, density and amenities would be reviewed.

Senior Housing is defined as high quality retirement or active living residential facility designed for persons 55 years of age or older.

- This use includes age-restricted, for-rent multi-family independent living facilities with high quality amenities, services, and programs.
- Any project proposing such a use shall include deed restrictions on the property limiting residents of the project to 55 years or older in accordance with the Fair Housing Act.
- Any project shall include industry building accessibility standards for the targeted demographic.
- Any project should have easy access to arterial and collector streets, and convenient access to signalized intersections is preferred.
- Any project shall demonstrate appropriate transition to existing land uses. Factors to be considered include building height, setbacks, screening and landscaping, use of open space, among other factors.
- This use does not include “convalescent and nursing homes, hospice care, assisted living, and related institutions.”

Due to the nature of Senior Housing, a developer may request a potential exemption from the Town’s parkland dedication and park development fee requirements in order to reinvest those funds into the project. Such a request shall be considered by the Town Council concurrent with a zoning PD application.

To attract affordable Senior Housing within the Overlay, it is recognized that certain projects that qualify as senior housing due to their size, location, amenities and design, may request potential waivers from some SMARTGrowth Criteria. Any requested waiver shall be evaluated during the development process and action taken thereon by the Planning and Zoning Commission and the Town Council in accordance with the purposes and objectives contained in the Town’s SMARTGrowth program and the need for high quality senior housing. The Town Council may consider certain exceptions from the Town SMARTGrowth Program for a project meeting the above definition and criteria, and submitted under a PD application. Potential exceptions may include:

- Water and wastewater studies
- Traffic Impact Analysis
- Environmental Quality

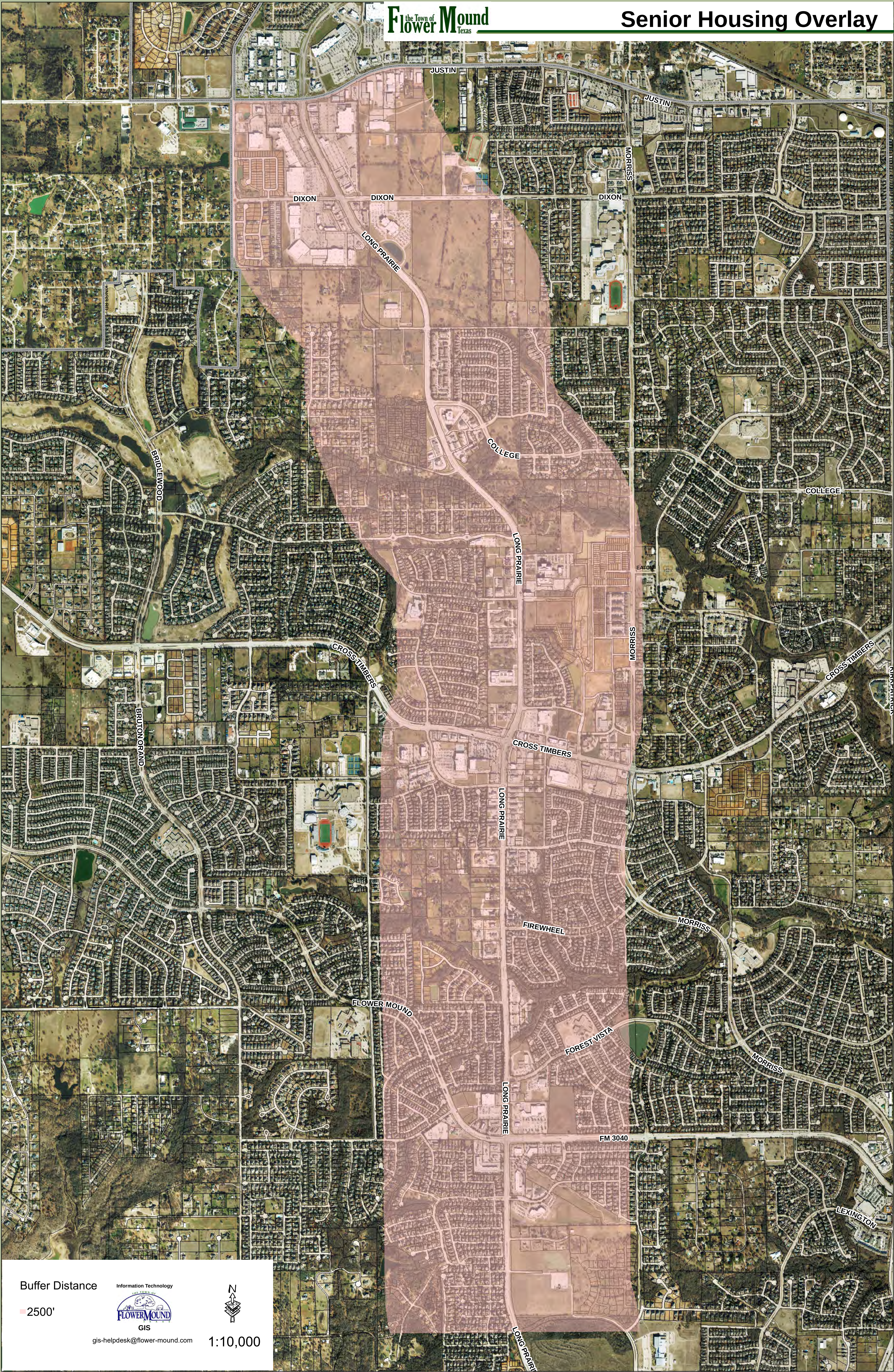
The language and authorizations articulated within this section shall expire and have no legal force or effect after March 6, 2020, unless extended after a public hearing and action by the Town Planning and Zoning Commission and the Town Council, in accordance with the procedures set forth in Chapter 213 of the

1.0 LAND USE PLAN

Texas Local Government Code and the procedures governing an amendment of the Master Plan of the Town of Flower Mound, as established by Subpart B of the Town Code.

Senior Housing Overlay - Mar 2017

Senior Housing Overlay - Mar 2017



Buffer Distance

2500'



gis-helpdesk@flower-mound.com



1:10,000



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: March 18, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property. The property is generally located south of Spinks Road and east of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 25, 2019, meeting.) (The Town Council moved to postpone this item on the March 4, 2019, meeting, at the applicants request.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. After the P&Z meeting, staff was informed that the property owner and the applicant are in the process of modifying the final location of the proposed tower and associated equipment compound on the subject property. On March 4, 2019, the Town Council tabled this item until the March 18, 2019 meeting.

The location of the tower/compound has been finalized, but the proposed changes will necessitate the item be remanded back to P&Z for consideration on the March 25, 2019 agenda.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to remand this item back to P&Z for consideration on the March 25, 2019 agenda.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3 REGULAR ITEM

DATE: February 25, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property. The property is generally located south of Spinks Road and east of Long Prairie Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of amendments to Planned Development District No. 135 (PD-135) Specific Use Permit (SUP-451) to allow the construction of a 120-foot-tall communication tower on a 1,600-square-foot internal parcel (land lease from property owner). The subject property contains a total of 24.05 acres. Ordinance No. 46-14 for PD-135 was approved by Town Council on August 4, 2014. PD-135 allows Campus Industrial (CI) District uses and is controlled by a conceptual site plan depicting two warehouse/distribution buildings with a total of 350,000 square feet of floor area. Both buildings have been constructed and are occupied along with associated parking and landscaping.

The concept plan for PD-135 has been updated with this request to depict the 120-foot-tall, self-support tower, associated equipment cabinet, and an eight-foot-tall masonry enclosure and landscaping to be constructed within the above referenced internal parcel. The tower compound is located near the northwest corner of PD-135 and is currently developed with truck trailer parking spaces.

As depicted on the attached elevations, the design is a standard metal monopole with space for three wireless carriers. The conceptual landscape plan provides for required screening for the proposed use. The conceptual elevations will provide for a masonry enclosure with materials to match those on the main buildings.

Section 98-977 of the Code of Ordinances contains additional provisions for the construction of commercial communication towers (see below). All 13 requirements either have been met or will be met through the permitting processes of the Town, the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), and any other governing agencies.

Sec. 98-977. - Communication tower, commercial.

A commercial communication tower shall comply with the following standards:

- (1) Height. The height of commercial communication towers shall be measured from the average grade of the ground adjacent to the base to the highest point on the structure. If located on a building, the height of the tower shall include the height of the building. Commercial communication towers shall not be subject to the height regulations of the district in which they are located, provided that they shall not encroach into or through any established public or private airport approach path as established by the Federal Aviation Administration.
- (2) Setbacks. The principal support structure of all commercial communication towers shall conform to the minimum setback standards of the district in which the use is located. In addition, the following setback standards shall apply to all commercial communication towers:
 - a. Commercial communication towers shall be located so as to provide a minimum distance from the tower to all property lines equal to 20 percent of the height of the tower.
 - b. Commercial communication towers shall be set back a minimum of 50 feet from any existing or planned street right-of-way line.
 - c. Commercial communication towers shall be set back a minimum of 50 feet from any property line adjacent to a residential district.
- (3) Residential districts. When a commercial communication tower is proposed in or adjacent to a residential district, it shall be demonstrated that existing or approved commercial communication towers within the proposed service area cannot accommodate the equipment planned to be located on the proposed commercial communications tower. Factors to be considered in evaluating the practicality of siting a tower would include structural capacity, RF interference, geographic service area requirements, and cost (if fees and costs for sharing would exceed the cost of the new tower).
- (4) Anchor location. Commercial communication tower peripheral supports and guy anchors may be located within required yard setbacks, provided that they shall be located entirely within the boundaries of the property on which the tower is located and shall be located no closer than five feet from any property line and no closer than 20 feet from a property line if the tower is adjacent to a single-family residential district or residential uses. All commercial communication tower supports and peripheral anchors shall be set back a minimum of 50 feet from any existing or planned street right-of-way line.
- (5) Location of accessory structures. All structures accessory to a commercial communication tower, other than peripheral guy anchors, shall conform to the setback standards for the district in which the use is located.
- (6) Fencing. A solid fence or wall of brick, stone or approved masonry construction not less than eight feet in height from finished grade shall be constructed around each commercial communication tower and around each guy anchor, if used. Access to the tower shall be through a locked gate. Barbed wire shall be used

along the top of the fence or wall if it is necessary to preclude unauthorized access to the tower.

- (7) High voltage signs. If high voltage is necessary for the operation of the commercial communication tower and, it is present in a ground grid or in the tower, signs located every 20 feet and attached to the fence or wall shall display in large bold letters the following: "HIGH VOLTAGE - DANGER."
- (8) Landscaping and screening. Commercial communication towers shall comply with the screening requirements of section 82-301 of this Code, residential compatibility standards, subject to the following provisions:
 - a. The landscape screen or wall shall be placed around the perimeter of the tower and any accessory structures, including guy anchors, provided that the screening requirement shall be waived when the base of the tower is not visible from adjacent lots or rights-of-way. Landscaping shall be placed on the outside of fences.
 - b. The requirements of section 82-303 of this Code, compatibility setback, shall not apply to commercial communication towers.
- (9) Additional uses permitted on lot. Commercial communication towers may be located on lots containing another principal use, and may occupy a leased parcel on a lot meeting the minimum lot size requirement of the district in which it is located. Towers and their associated equipment shall be separated from other structures on the lot by a minimum distance of 50 feet.
- (10) Aircraft hazard. Commercial communication towers shall not encroach into or through any established public or private airport approach path as established by the Federal Aviation Administration.
- (11) Shared use. To encourage shared use, all applicants for commercial communication towers shall issue and advertise for a two-week period a request for information (RFI) to obtain information from potential lessors.
- (12) Removal of obsolete facilities. All obsolete or unused commercial communication towers shall be removed within 12 months of cessation of use.
- (13) Radiation standards. A commercial communication tower shall comply with current Federal Communications Commission standards for nonionizing electromagnetic radiation (NIER).

III. CORRESPONDENCE

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

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

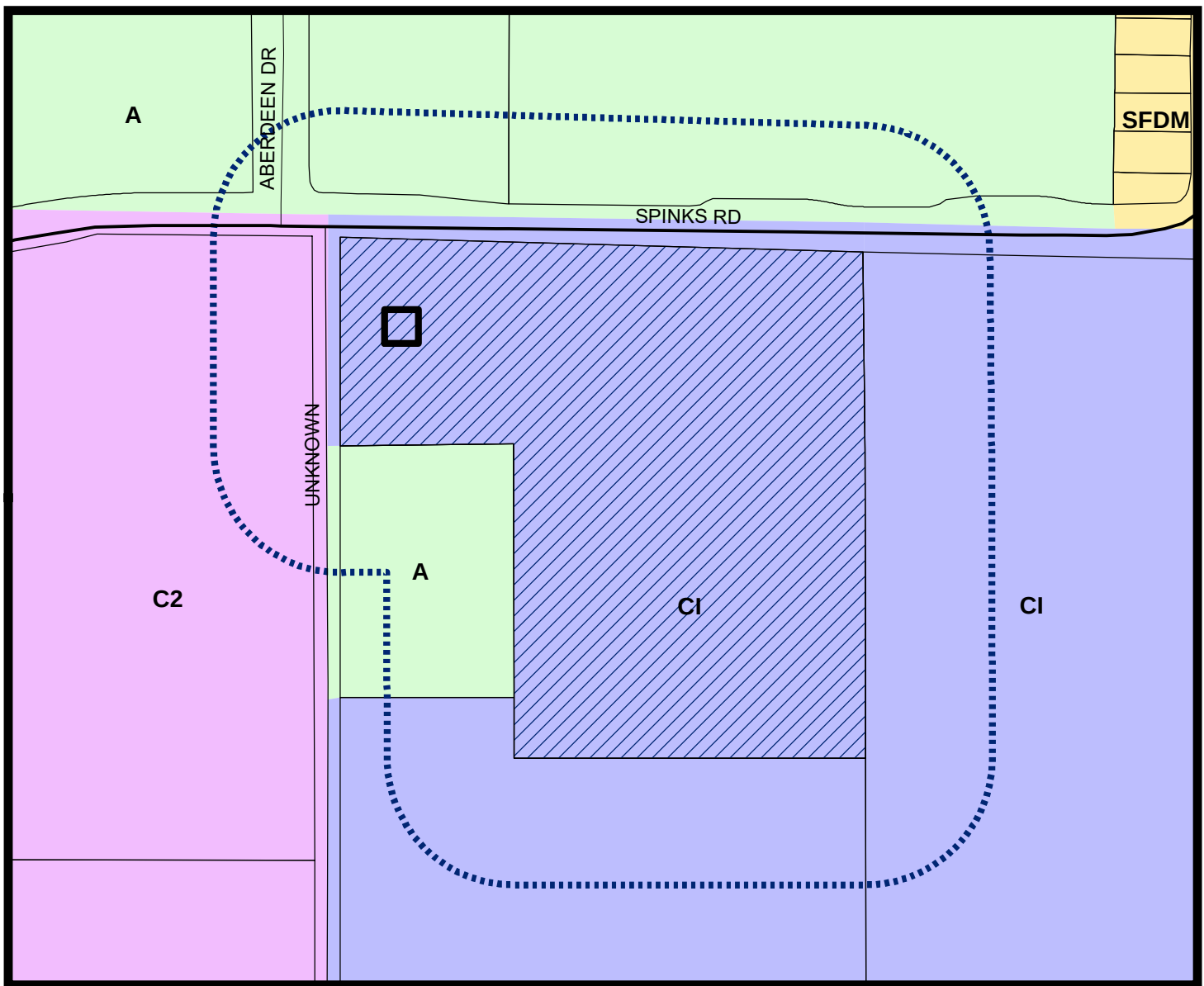
B. Application Details

1. Planned Development Package



Vicinity Map

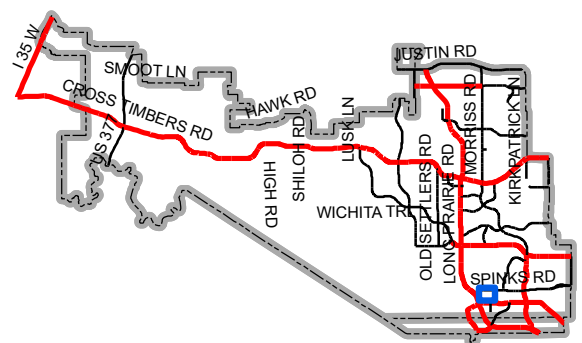
Reference Project: ZPD18-0012



LEGEND

- Agriculture
- Campus Industrial
- Commercial 2
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



January 29, 2019

The Honorable Members of
The Flower Mound Town Council and The Flower Mound Planning and Zoning Commission
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: ZPD18-0012 Letter of Intent
Amendment of PD135 to allow development of a communication tower at 2010 Lakeside

Dear Members of the Town Council and Planning and Zoning Commission:

American Towers LLC represented by Crafton Communications, Inc, is pleased to submit this Application for Amendment of PD135 to allow development of a 120 FT Monopole Communication Tower with a 40 FT by 40 FT screened and landscaped equipment compound at 2010 Lakeside Parkway. The proposed site is part of a 12.08 Acre Planned Development in PD 135. The parent parcel has a base zoning of CI, Campus Industrial, and is currently developed as a food distribution center. The initial tenant on the communication tower will be Verizon.

The subject study area for this facility is generally bounded by Grapevine Lake on the west and south, Lexington Avenue on the east and Red Oak Lane on the north. Recently, there has been a significant increase in wireless service demand for the very limited capacity in this part of Flower Mound, centering primarily on the intersection of Lakeside Parkway and Long Prairie Road. This proposal is aimed at addressing the concern for better wireless coverage before there is a problem for general purpose calls and emergency calls. One of the attached exhibits, titled "as is", illustrates current signal coverage in the area. Please note the need for improvement in signal coverage, indicated by yellow and purple shading. The second of the signal coverage maps, titled "as improved", shows significant improvement to coverage in the Lakeside commercial area and surrounding neighborhoods made possible by placing the proposed telecommunications site into operation.

This site, being just 500 feet from the original search center is considered a central location, and does a very good job of improving coverage within the entire area. Each new wireless platform in the receiving area will make 911 call location modeling a bit more precise by reducing the size of the geometric areas such models use.

The search for a site was thorough, and it should be noted that there were no opportunities for collocating on existing structures, an option that is much preferred whenever possible. With approval of this site, the Town will be encouraging other telecom carriers to collocate on the American Towers LLC structure.

Finally, American Towers LLC is happy to address the project's land use compatibility. In the area immediately surrounding the site there are light industrial buildings with stucco, rock and other masonry facades, situated on landscaped lots with paved parking. There is also an Oncor Electrical Substation

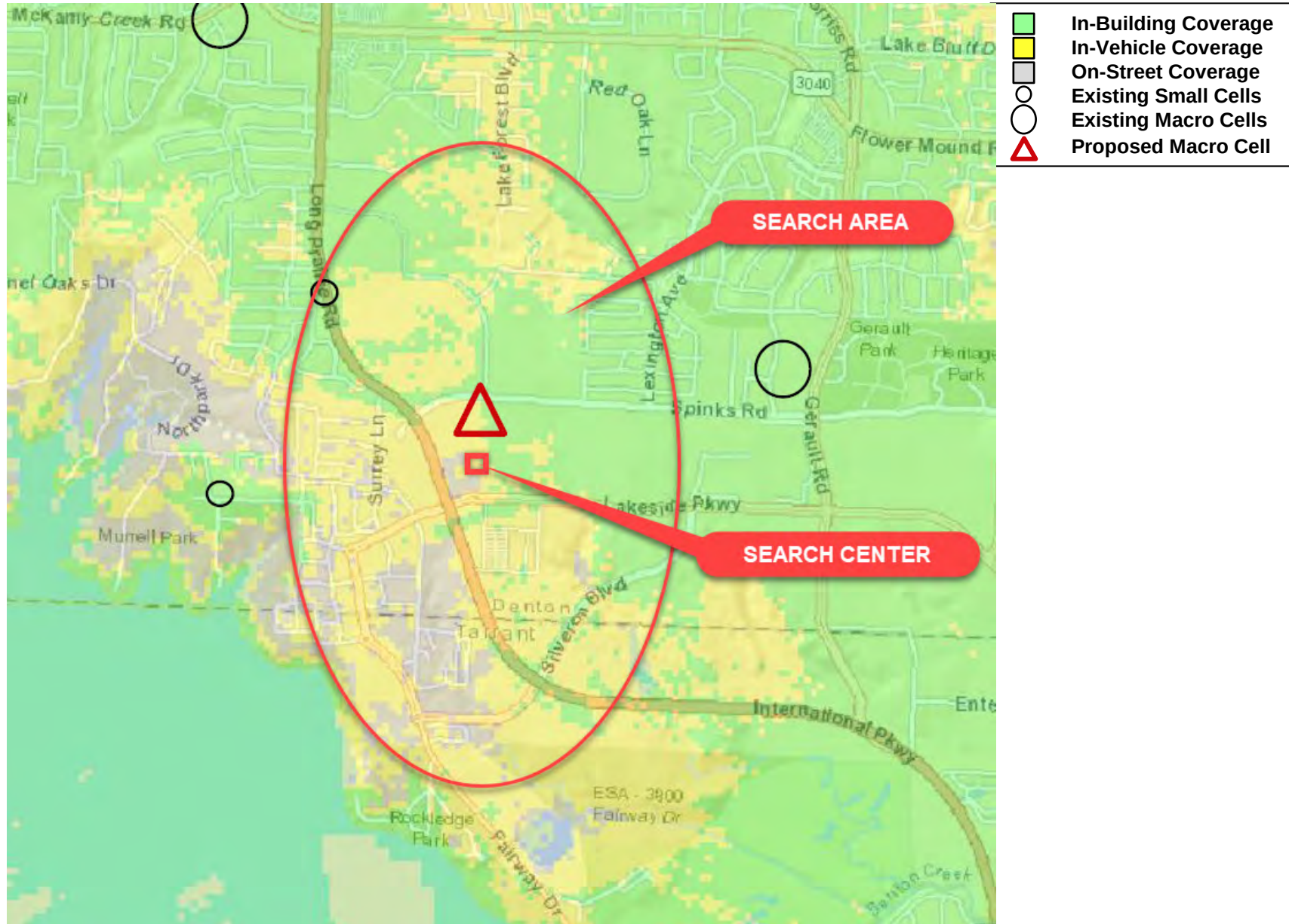
located just a few feet south of the proposed site. The land use intensity of the Oncor site is significantly greater than the proposed American Towers LLC site. The proposed site will be compatible with this industrial neighborhood. The compound will be surrounded by a stucco covered screening wall matching the color of the primary building on the property and other wall surfaces in the industrial park. Landscaping, matching the quality of the landscaping on the primary building lot, will also surround the wall, softening the overall look of the site and helping to buffer the northern view of the Oncor site.

American Towers LLC and Verizon are proud to be of service to the people who call Flower Mound home. This un-manned site will work hard to serve the community without placing any service demand on drainage, water, sewer, schools, parks or roads.

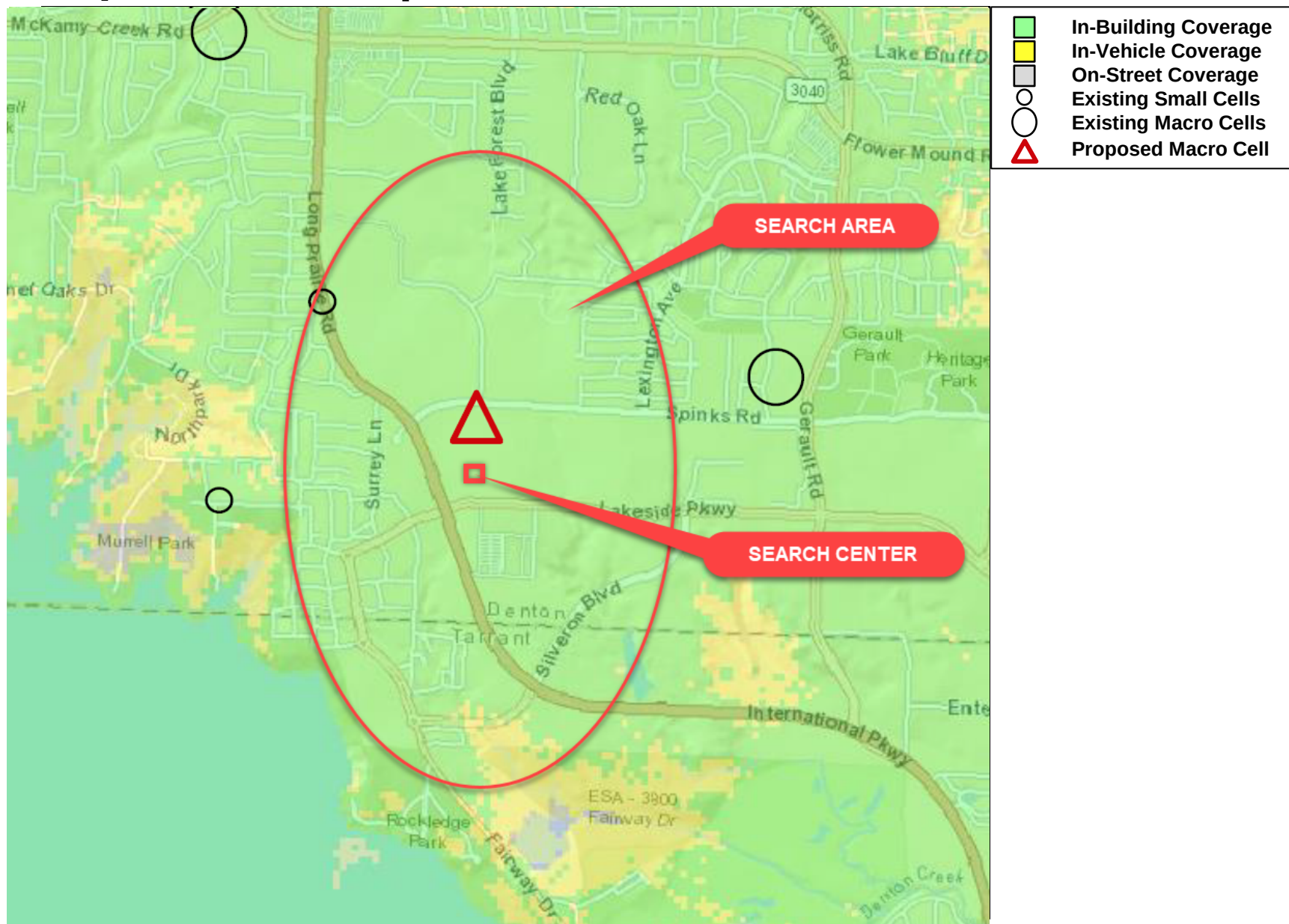
We look forward to visiting with you regarding this project.
Thank you for your thoughtful consideration.

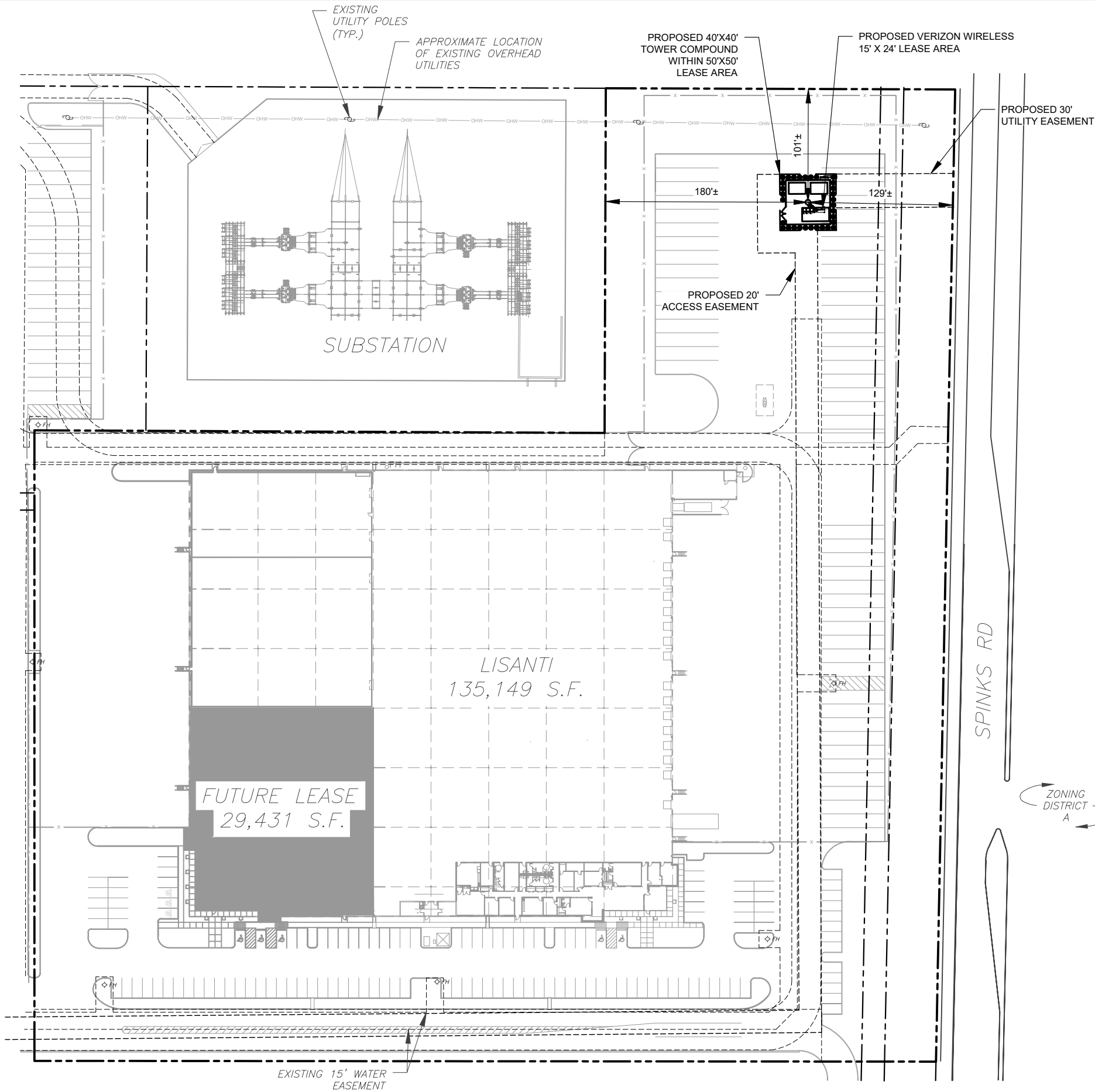
Doug Henderson, AICP
Site Acquisition Contractor
Crafton Communications, Inc.
1870 Crown Drive, Suite 1500
Dallas, TX 75234
817-729-7006

“As Is” Footprint



“As Improved” Footprint





- NOTES:
- BOUNDARY LINES OBTAINED FROM SURVEY PROVIDED BY POINT-TO-POINT LAND SURVEYORS, DATED 08-15-18.
 - ZONING INFORMATION OBTAINED FROM THE TOWN OF FLOWER MOUND ZONING ORDINANCE.

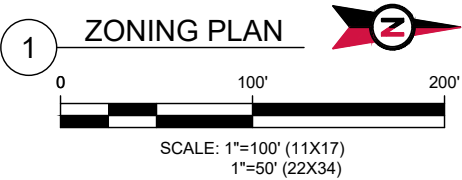
ZONING INFORMATION		
DISTRICT: LAKESIDE BUSINESS DISTRICT / PD135CI		
	REQ'D:	PROP.:
MAX HEIGHT	**	120'
MIN FRONT YARD SETBACK:	50'	129'±
MIN SIDE YARD SETBACK:	50'	101'±
MIN REAR YARD SETBACK:	50'	180'±
**SEC 98-977 (2) (a) - COMMERCIAL COMMUNICATION TOWERS SHALL BE LOCATED SO AS TO PROVIDE A MINIMUM DISTANCE FROM THE TOWER TO ALL PROPERTY LINES EQUAL TO 20 PERCENT OF THE HEIGHT OF THE TOWER.		

SURVEY LEGEND	
	EXISTING PROPERTY
	EXISTING ADJ. PROPERTY
	EXISTING EASEMENT
	EXISTING CONTOUR (MAJOR)
	EXISTING CONTOUR (MINOR)
	EXISTING TREELINE
	EXISTING CHAINLINK FENCE
	EXISTING BUILDING
	EXISTING STORM DRAIN
	EXISTING ROAD (DIRT)
	EXISTING ROAD (STONE)
	EXISTING ROAD (PAVED)
	EXISTING CONCRETE
	EXISTING LEASE AREA
	EXISTING FIRE HYDRANT
	EXISTING UTILITY POLE

CIVIL LEGEND	
	PROPOSED LEASE AREA
	PROPOSED EASEMENT

PARKING REDUCTION: 6 TRAILER STALLS
EXISTING TRAILER STALLS: 60 -6 = 54 TRAILER STALLS

CASE NUMBER: ZPD18-0012





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ATC TOWER SERVICES, LLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
	FOR CONSTRUCTION	SRF	10/22/18
	UPDATED OVERALL SKETCH	KL	01/24/19

ATC SITE NUMBER:
204065
ATC SITE NAME:
LAKESIDE VILLAGE

SITE ADDRESS:
2010 LAKESIDE PARKWAY
FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

ZONING EXHIBIT PLAN

SHEET NUMBER:	REVISION:
C-101	1

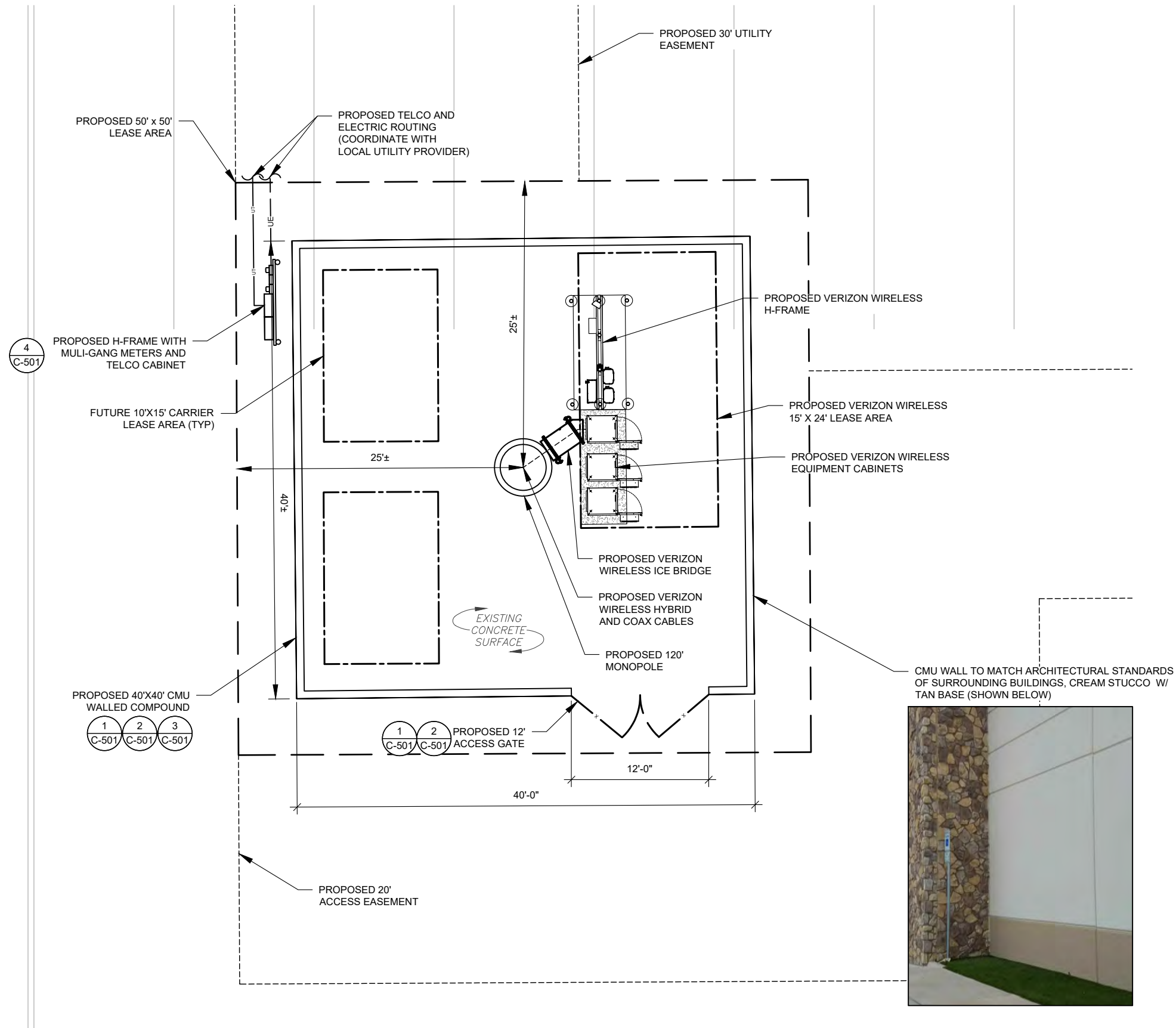
SITE PLAN NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.

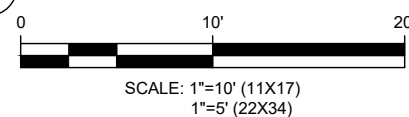
PARKING REDUCTION: 6 TRAILER STALLS
EXISTING TRAILER STALLS: 60 - 6 = 54 TRAILER STALLS

CIVIL LEGEND

-
- | | |
|-------------|-----------------------------|
| ----- | PROPOSED LEASE AREA |
| | PROPOSED EASEMENT |
| - . - . - . | PROPOSED CARRIER LEASE AREA |
| — x — x — | PROPOSED FENCE |



1 DETAILED SITE PLAN



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REV.	DESCRIPTION	BY	DATE
<u>0</u>	<u>FOR CONSTRUCTION</u>	<u>SRF</u>	<u>10/22/18</u>
<u>1</u>	<u>UPDATED OVERALL SKETCH</u>	<u>KL</u>	<u>01/24/19</u>
<u>△</u>			
<u>△</u>			
<u>△</u>			

ATC SITE NUMBER:

204065

ATC SITE NAME:

LAKESIDE VILLAGE

SITE ADDRESS:

2010 LAKESIDE PARKWAY
FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

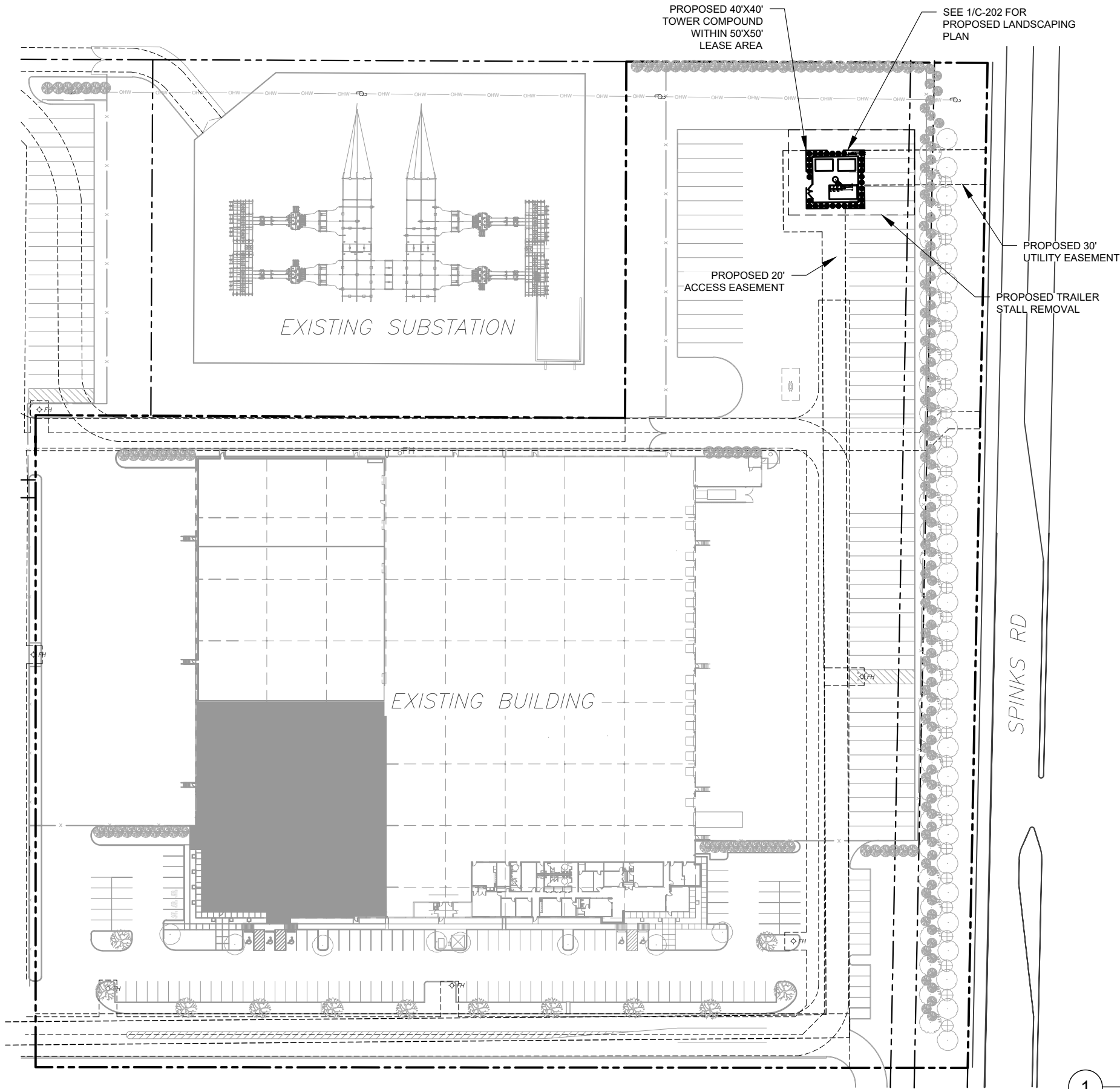
CONCEPTUAL SITE PLAN

SHEET NUMBER:

C-102

REVISION:

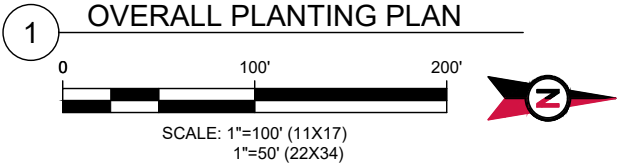
1



- LANDSCAPE LEGEND
- EXISTING EASTERN RED CEDAR
 - EXISTING CEDAR ELM
 - EXISTING LIVE OAK
 - EXISTING VITEX
 - EXISTING CHINESE PISTACHE

PARKING REDUCTION: 6 TRAILER STALLS
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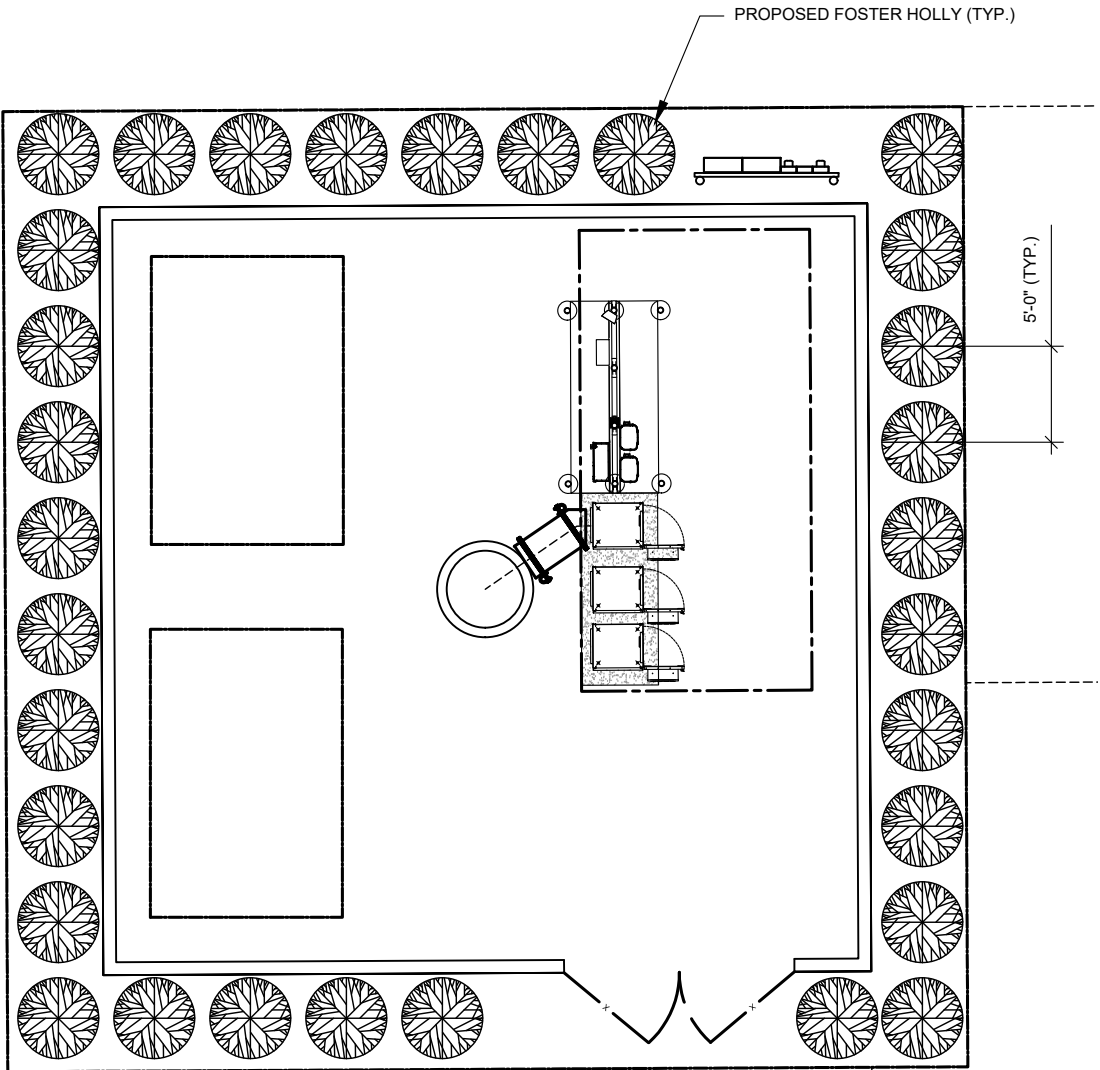
SEAL:

DRAWN BY:	SRF
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DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

OVERALL PLANTING
PLAN

SHEET NUMBER:	REVISION:
C-201	1

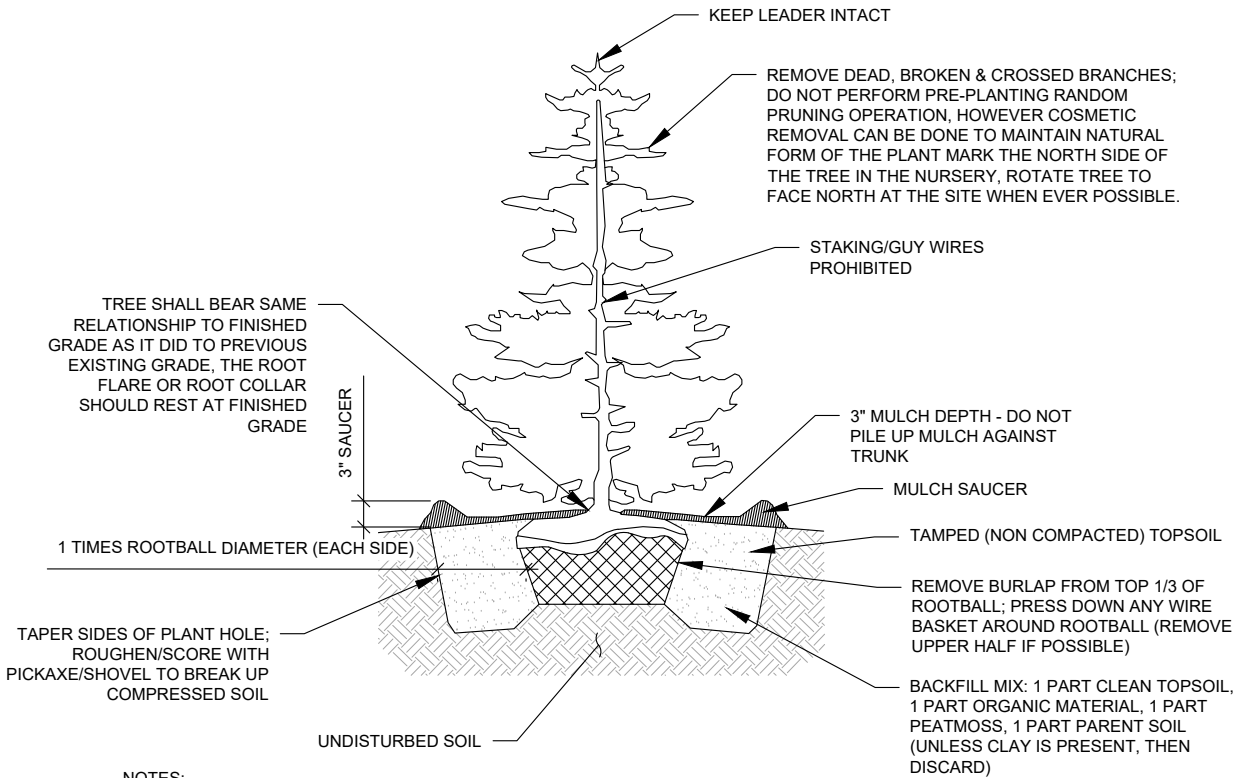
PLANT SCHEDULE					
COMMON NAME / BOTANICAL NAME	SIZE	HEIGHT	SPREAD	SPACING	COMMENTS
(31) FOSTER HOLLY / ILEX X ATTENUATA 'FOSTERI'	3 GAL.	15'-25'	8' - 12'	72" O.C.	HEDGE, SHADE TREE



1 LANDSCAPING PLAN

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)



- NOTES:
1. CONTRACTOR TO VERIFY THAT ADEQUATE DRAINAGE EXISTS PRIOR TO PLANTING.
 2. DO NOT WRAP TRUNK OF TREE.
 3. STAKING OF TREES IN NOT RECOMMENDED, EXCEPT ON WINDY SITE OR FOR LARGE EVERGREEN TREES. IF STAKING IS DONE, FLEXIBLE STRAPS - NOT HOSE AND WIRE - SHOULD BE USED AND MUST BE REMOVED AT APPROPRIATE TIME. ATC IS RESPONSIBLE FOR THE REPLACEMENT OF DESTROYED OR DAMAGED TREES.
 4. ALL TREES SHALL CONFORM TO THE STANDARDS SET FORTH IN THE MOST RECENT AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (A.A.N.).
 5. TREE WITH ROOT FLARE COVERED BY MORE THAT 1.5" OF SOIL WILL BE REJECTED PRIOR TO INSTALLATION.

2 TYPICAL TREE PLANTING DETAIL

SCALE: NOT TO SCALE



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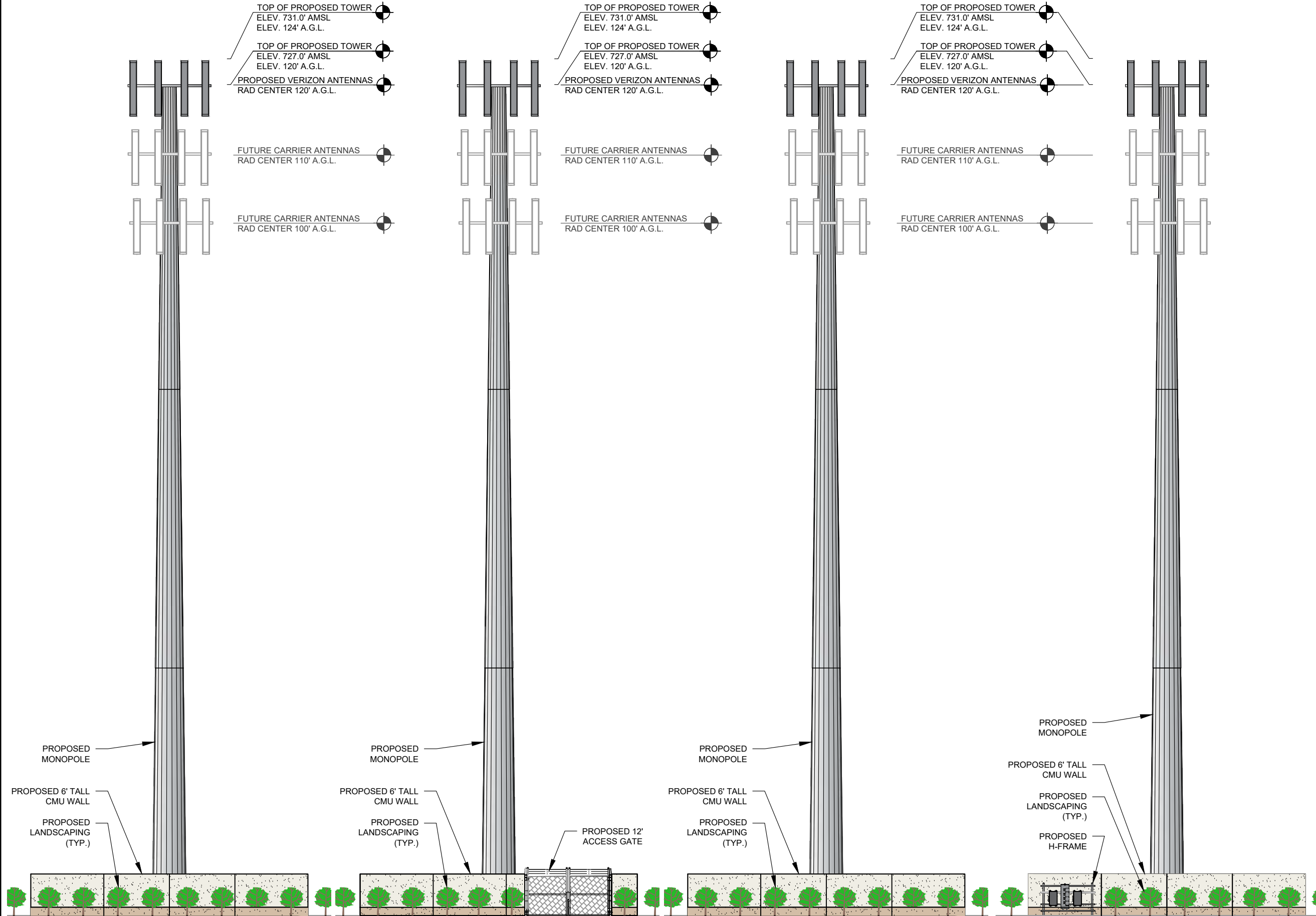
SITE ADDRESS:
2010 LAKESIDE PARKWAY
FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

PLANTING PLAN

SHEET NUMBER:	REVISION:
C-202	1



1 TOWER ELEVATION (WEST)
SCALE: NOT TO SCALE

2 TOWER ELEVATION (SOUTH)
SCALE: NOT TO SCALE

3 TOWER ELEVATION (EAST)
SCALE: NOT TO SCALE

4 TOWER ELEVATION (NORTH)
SCALE: NOT TO SCALE


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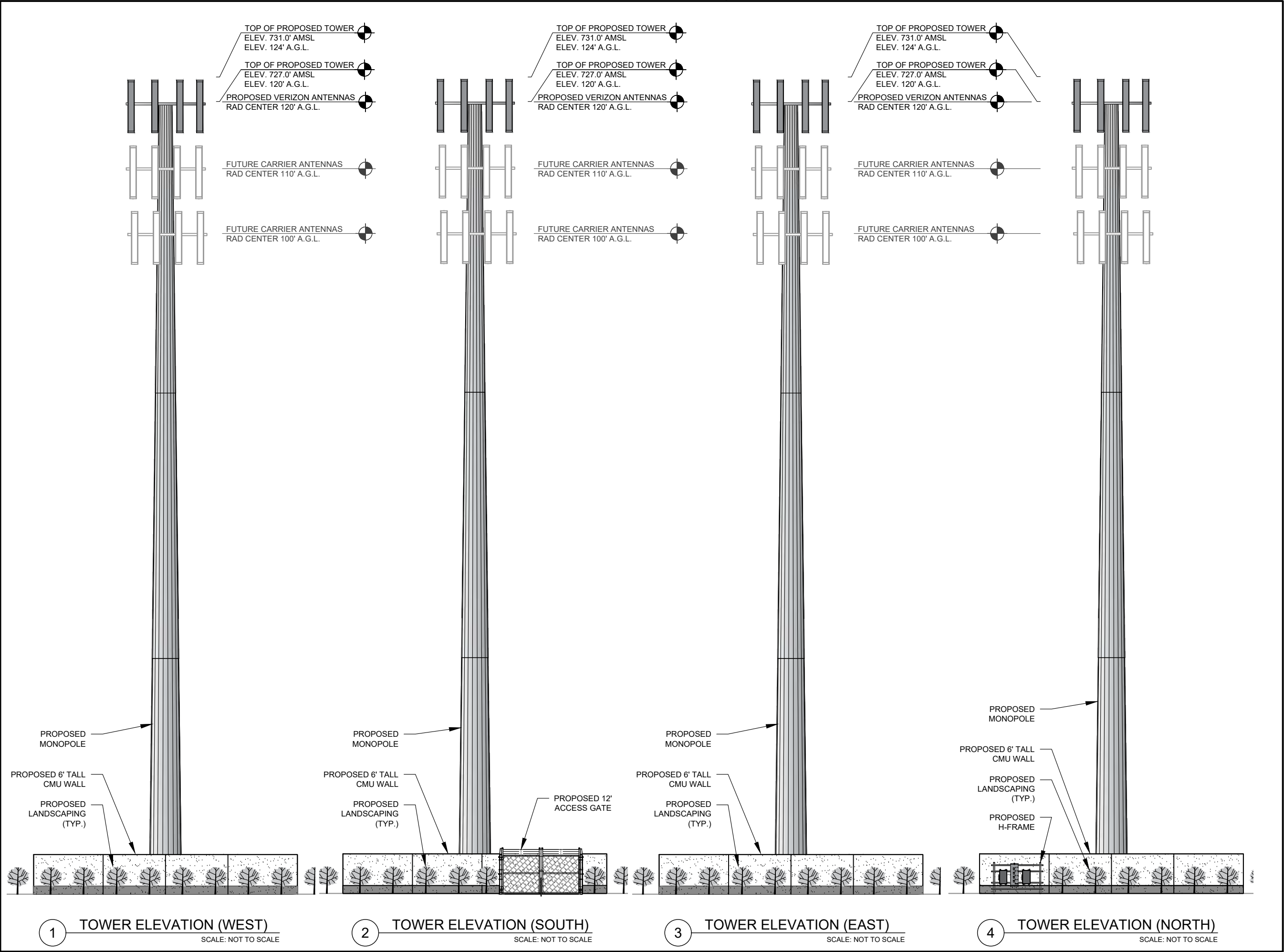
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FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

COLOR ELEVATIONS

SHEET NUMBER: C-301	REVISION: 1
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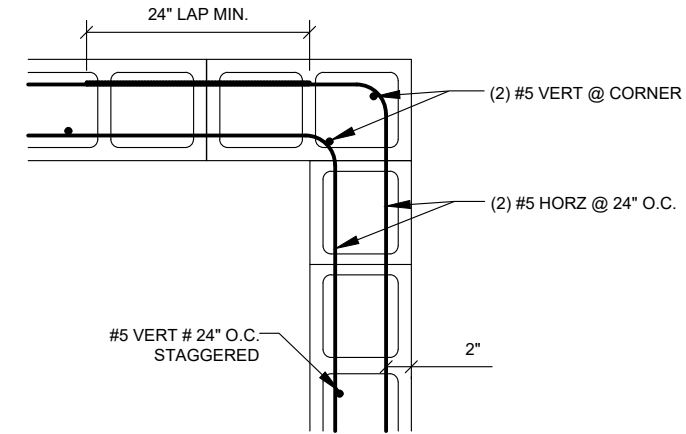
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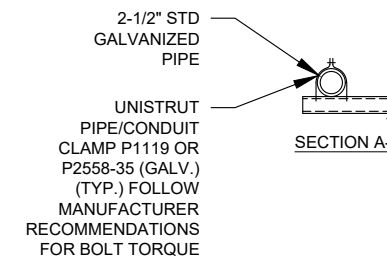
**BLACK AND WHITE
ELEVATIONS**

SHEET NUMBER: C-302	REVISION: 1
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1. DIVISION 32 EXTERIOR IMPROVEMENTS SECTION 0323113 FOR CHAIN LINK FENCE AND GATES

2 CMU BLOCK CORNER DETAIL
SCALE: NOT TO SCALE



1. IF IT IS NECESSARY TO EXTEND THE H-FRAME, AN ADDITIONAL POST WILL ALWAYS BE REQUIRED.
2. PROPOSED UNISTRUTS TO BE FIELD CUT AND SHOULD NOT EXTEND MORE THAN 6 INCHES BEYOND THE LAST POST.
3. SPRAY ENDS OF UNISTRUT WITH COLD GALVANIZING SPRAY PAINT, ALLOW TO DRY, THEN COVER WITH RUBBER PROTECTIVE CAPS FOR SAFETY.
4. UNISTRUT TO BE CUT FLUSH WITH NO SHARP OR JAGGED EDGES.
5. ALL PROPOSED HARDWARE TO BE MOUNTED PER MANUFACTURERS SPECS

4 UTILITY H-FRAME
SCALE: N.T.S.

1

Town Council Future Agenda Items



SCHEDULED	4/1/2019	Consent	Consider approval of emergency expenditures for the repair of the Hanover sanitary sewer main in the amount of \$63,259.24.
		Consent	Flower Mound Storage Warehouse - Testing Award.
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2018.
		Consent	Consider approval of Change Order No. 4, for the Heritage Park Phase IV project, in the amount of \$61,104.59; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the 2019 US Army Corps of Engineer (USACE) Solicitation No. W9126G19Q0023 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of the Town.
		Consent	Wellington Phase VIII Speed Limit Change.
		Consent	Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2019, through April 16, 2021.
		Consent	Consider approval of an ordinance vacating and abandoning approximately 139.7 feet by 30.4 feet (4,308 square feet) located at the southeast corner of a property addressed 206 Cherokee Path.
		Consent	Consider approval of Proposal # 19-204_REV3, Flower Mound Central Fire Station Phase II Remodel and RTU Adds from Schneider Electric Buildings in the amount of \$33,045.00.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on March 18, 2019.
		Regular	PLACEHOLDER: Custodial Services Contract Award
	4/15/2019	Presentation	Atmos Energy Operations Report
		Consent	Fire Station 7 - HVAC Control
		Consent	Consider approval of a multi-year agreement with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Morriss Road & 20-Inch Water Line Phase I Improvements - Testing Award

SCHEDULED	4/15/2019	Consent	Consider approval of the construction agreement for XYZ Construction Inc. for the construction of the Bakersfield Restroom and Concrete Walkway project in the amount of \$XXX,XXX.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Construction Materials Testing (CMT) for the construction of the Library Expansion Project with ECS Southwest LLC. in the amount of \$54,735.00; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Fire Station 7 - NET Access Control
		Consent	Sidewalk Links (407 - Morriss to Browning) - Design Award.
		Consent	Wastewater Treatment Plant Ultraviolet System Update - CCA
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 1, 2019.
		Regular	Consider approval of the Guaranteed Maximum Price (GMP) for the construction of the Library Expansion Project with Steele and Freeman, Inc. in the amount of \$9,400,000.00; and authorization for the Mayor to execute the same on behalf of the Town.
	4/18/2019	Work Session	Joint work session with Town Council and Environmental Conservation Commission (ECC).
	5/6/2019	Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Construction Award.
		Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Testing Award.
		Consent	FM407 at Browning Signal Construction Award.
	5/14/2019	Regular	Placeholder: May 4, 2019 election canvass
	5/20/2019	Presentation	National Public Works Week Proclamation
		Consent	FM 1171 @ Riverwalk Drive Intersection Improvements - Construction Award.
		Consent	FM 1171 @ Riverwalk Drive - Testing Award