

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/17/2020

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. PUBLIC COMMENT

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

- 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.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Short-term rental regulations

G. 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).

H. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, March 2.

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I. 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 2/3- Consider approval of the minutes from a regular meeting of the Town Council held on February 3, 2020.
2. CoServ Gas Franchise- 2nd reading- Consider approval of the second reading of an ordinance granting to a non-exclusive gas franchise to CoServ Gas, LTD.; and authorization for the Mayor to execute the same on behalf of the Town.
3. CAC Pool Unit Replacement- Consider approval of replacement of the Community Activity Center indoor/outdoor pool disinfection units by Sunbelt Pool in the amount of \$67,400.00
4. Water Well Ordinance- Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Chapter 70, "Utilities", Article VII "Water Wells", by repealing Section 70-564 "Special Construction Requirements; exceptions", and replacing it with water well regulations pursuant to Title 16 of the Texas Administrative Code, Chapter 76, Section 100.
5. 2nd FY 19-20 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2019, and ending on September 30, 2020, as adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19 for adjustments to the General Fund and Tree Preservation Fund.
6. Library AV equipment- Consider approval for the purchase and installation of Audio Video equipment for the Flower Mound Library from Data Projections in the amount of \$179,483.57.
7. Police Services-Lake Grapevine- Consider approval of the 2020 US Army Corps of Engineer (USACE) Solicitation No. W9126G20Q0033 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
8. Annual Fireworks Display- Consider approval of the award of Request for Proposal 2020-27-A for the Annual Fireworks Display to Pyro Shows of Texas, Inc., in the annual amount of \$28,000.
9. Alcohol Consumption at Heritage Park- Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at The Heritage Park of Flower Mound during the Flower Mound Women In Business Spring Community Event.
10. Red Bud Point WtrServ Relocate Const- Consider approval of a Construction Agreement with Atkins Brothers Equipment Company, Inc., for the Red Bud Point Water Service Relocation project, in the amount of \$984,858.00; and authorization for the Mayor to execute same on behalf of the Town.
11. Red Bud Point WtrServ Relocate Testing- Consider approval of a Professional Services Agreement with Alliance Geotechnical Group to provide construction materials engineering and testing, for the Red Bud Point Water Service Relocation project, in the amount of \$31,283.50; and authorization for the Mayor to execute same on behalf of the Town.

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12. Morriss WL Replacement Milford to Eaton- Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Morriss Road Water Line Phase 2 project, in the amount of \$202,500.00; and authorization for the Mayor to execute same on behalf of the Town.
13. WWTP UV - CO1 (for SCADA System)- Consider approval of Change Order No. 1 to the Wastewater Treatment Plant Ultraviolet System Upgrade project, in the amount of \$98,916.23; and authorization for the Mayor to execute same on behalf of the Town.
14. 2019-20 CIP Amendment No.1- Consider approval of Amendment No. 1 to the Fiscal Year 2019-2020 Capital Improvement Program.
15. Easement Abandonment- Consider approval of an ordinance vacating and abandoning an existing water line easement located at the southwest corner of Sweetwater Lane at Gerault Road.

J. REGULAR ITEMS

16. Tree Removal- Pepper Creek Ranch- **Public Hearing** to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Lot 5, Block A of the Pepper Creek Ranch Addition. The property is generally located 4705 Summerhill Court. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 7, 2020, meeting).
17. Tree Removal- Bradford Park- **Public Hearing** to consider an application for a tree removal permit for one (1) specimen tree on Lot 36X, Block A of the Bradford Park Phase 2 subdivision. The property is generally located at 5301 Bradford Green Trail. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 4, 2020, meeting).

K. 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.

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, public rights-of-way, cultural arts center, 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.

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L. 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.

M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: February 14, 2020, at 10:00 a.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: February 17, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on February 3, 2020.

BACKGROUND INFORMATION: The Town Council held a regular meeting on February 3, 2020.

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.

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 3, 2020**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING, AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING, HELD ON THE 3RD DAY OF FEBRUARY 2020, 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
Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	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
Matthew Woods	Director of Environmental Services

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Will Langstaff gave the invocation and Longhorn Council, Scout Troop #262 and Arrow of Light Den Pack 62 led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Don McDaniel, 3801 Hideaway Ln	Stewart House

E. PRESENTATIONS

1. Republic Services Recycling Audit Update

Jeri Harwell, Municipal Manager for Republic Services, reported on the results of the Direct-to-Home Public Education Campaign that took place in October 2019.

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She responded to the following questions from Council:

- Have any countries stepped up to accept recycling given China is backing off

2. Friends of the Library donation to Town of Flower Mound

Ann Martin, on behalf of the Friends of the Library, presented the Town with a check in the amount of \$10,000.

F. ANNOUNCEMENTS

Mayor Dixon recognized and welcomed Flower Mound Citizen's Academy participants that were present for the meeting.

Deputy Mayor Pro Tem Forest announced the Summit Club Casino Night Fundraiser will be March 7th and he highlighted what the funds are used for.

Mayor Pro Tem Sharma reported on the Martin Luther King, Jr. event held on January 20th.

Councilmember Engel announced that applications are currently being accepted for the Police Department's Citizen Academy.

Councilmember Pierson announced there is a new discounted transportation option for seniors to get to and from the senior center.

G. TOWN MANAGER'S REPORT

Mr. Stathatos reported on the following projects or topics:

1. Capital improvement projects
 - Hound Mound rest room and parking
2. Economic Development projects
 - New or opening soon businesses
 - Stryker expansion
3. Political Signs

Mr. Stathatos, Mr. Dalton, and Mr. Meredith, provided background information regarding a legal interpretation change as it relates to political signs on fences, and they, as well as Mr. Woods, responded to the following questions from Council:

- What other noncommercial signs could appear if the Council wanted to make it allowable
- How much of an issue are political signs on fences and interest in understanding the value

Council Discussion

There was Council discussion regarding

- Concerns about prohibiting people from exercising their first amendment right on personal property

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- Concerns about micro managing the sign issue
- The timing as to when political signs typically start to appear in Town and the difference between placement of signs on right of way versus private property

H. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Sharma requested Council have a future agenda item to discuss the possibility of allowing temporary or portable buildings.

There was Council consensus to proceed with a future agenda item on this topic, and with the understanding that some type of sunset provision would be needed.

2. Mayor Pro Tem Sharma requested Council have a future agenda item to possibly expand the allowable dates for seasonal sales on private property.

Mr. Dalton pointed out that in the case of the photography business that initiated the request, they would prefer a carve out within the Ordinance for their kind of use instead of simply expanding Christmas tree sales.

There was Council consensus to proceed with a future agenda item on this topic.

3. Councilmember Bumgarner indicated he would like to continue the discussion on the sign ordinance.

Mayor Dixon proposed that staff put together a Council Communication to include more information for Council to review or consider, and then come back with a specific future agenda item.

Mr. Stathatos indicated that staff needs to know if there is a desire by Council to hold off on enforcing political signs for now while the issue is being discussed.

There was general Council consensus to proceed with enforcement based on how the Ordinance is currently written and the associated legal interpretation as presented.

4. Councilmember Bumgarner indicated he would like to have a discussion regarding the permitting process to make things a bit easier and more streamlined for both contractors and residents.

Mayor Dixon proposed that staff put together a Council Communication to touch base on what the process is today, and at that point Council can identify areas that might need some tweaks, and then decide if there needs to be an Ordinance change.

Mr. Stathatos pointed out that the Town is in the middle of a development process study and the consultant can be asked to review the permitting element as well.

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, February 17.

Mayor Dixon announced the next meeting date as indicated above.

2. Consider canceling the February 20 work session to allow for the Fine Arts Center Feasibility Study public input meeting to be held on this same date.

There was Council consensus to proceed with cancelling the February 20 work session.

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3. Consider canceling the March 16 regular meeting and March 19 work session (LISD Spring Break Week).

There was Council consensus to proceed with cancelling the March 16 and March 19 meeting dates.

J. CONSENT ITEMS

1. Consider approval of the first reading of an ordinance granting to a non-exclusive gas franchise to CoServ Gas, LTD.; and authorization for the Mayor to execute the same on behalf of the Town.
2. Consider approval of the minutes from a regular meeting of the Town Council; and Crime Control and Prevention District Special meeting on December 16, 2019, and approval of the minutes from a regular meeting of the Town Council on January 14, 2020.
3. Consider approval of a resolution calling for a general election to be held May 2, 2020, for the offices of Town Council Place 2 and Town Council Place 5; establishing procedures for those elections; and providing an effective date.

RESOLUTION NO. 01-20

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE OFFICES OF TOWN COUNCIL PLACE 2, AND PLACE 5, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

4. Consider approval of the purchase of one (1) 2020 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.
5. Consider approval of the purchase of one (1) New Dodge 4x4 Skeeter Brush Truck per Town of Flower Mound Specifications and Siddons Martin Emergency Group Proposal.
6. Consider approval of a Contract for Services with the University of Texas Southwestern Medical Center to provide continuing education services for the Department's licensed and certified EMS personnel, and authorization for the Mayor to execute same on behalf of the Town.
7. Consider approval of the award of Request for Bid Number 2020-15-A to the lowest responsive, responsible bidders, Vulcan, Inc. (Group I) and Centerline Supply, Inc. (Groups II, III, and IV) at the unit prices bid, for an estimated annual expenditure of \$285,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.
8. Consider approval of Fire Station 3 roof replacement contracted with Paragon Roofing, Inc through TIPS network in the amount of \$56,012.00.
9. Consider approval of a professional services agreement with Oxley Williams Tharp Architects, PLLC., for the Police Department Renovation project-Phase III in the amount of \$18,500.
10. Consider approval of the network wiring installation with Black Box Network Services, for the Library Expansion project, in the amount of \$38,550.00.

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11. Consider approval for Schneider Electric to provide and install the INET Access & Security Xpert door control system, for the Library Expansion project at a cost of \$44,322.00.
12. Consider approval of a professional service agreement with Schrickel, Rollins | PSC for the Hound Mound Parking Lot and Restroom project in the amount of \$73,750.00; and authorization for the Mayor to execute same on behalf of the Town.
13. *This item was moved to regular items.*
14. Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Timber Creek Water Line Replacement Phase 1 project, in the amount of \$25,905.00; and authorization for the Mayor to execute same on behalf of the Town
15. Consider approval of a Contract for Services with Concentra Medical Centers to provide health assessments, fitness for duty assessments, alcohol and drug testing, injury medical treatment and case management, and authorization for the Mayor to execute same on behalf of the Town.
16. Consider approval of the purchase of one (1) new John Bean Bulldog Truck mounted Jetter w/ 700 gal. of water, 4000 psi at 18 gpm w/ 600' of ½" hose mounted on an Isuzu MRR 19,500 GVWR Cab-Over Chassis per Vendor Quote Specifications (Rush Truck Center and CLS Equipment Company).
17. Consider approval of the purchase of one (1) new T770 T4 Bobcat Compact Track Loader per Product Quotation with Specifications from Bobcat of Dallas-Lewisville.

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1 – 12, 14 - 17, as presented in the agenda caption. Mayor Pro Tem Sharma 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: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE****K. REGULAR ITEMS**

13. Consider approval of Change Order No. 1 for the construction of the Morriss Road and 20" Water Line Improvements project, amending the contract with Tiseo Paving Company, to provide for an increase to the contract in the amount of \$480,891.76; and authorization for the Mayor to execute same on behalf of the Town.

Ms. Bruce provided background information regarding the change order and the reason it is needed. She responded to questions from Council regarding:

- Subgrading failure
- Recourse options
- Concerns regarding waviness in sections of Flower Mound Road and 2499

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

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 3, 2020**PAGE 6****VOTE ON MOTION:***Motion passed***AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE**

18. Public Hearing to consider a request to for a variance (MISC20-0001 - Mingle Alcohol Variance) to permit the sale of alcoholic beverages by a restaurant within 300 feet of a church. The property is located at 650 Parker Square.

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General location

and she responded to the following questions from Council:

- Has staff heard back from Rock Pointe relative to any objections

Mayor Dixon opened the Public Hearing at 7:03 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/ Comments Only
Danny Bristal, Mingle, Parker Square	None	None
Kimberly Pardi, 1714 Clarendon, Lewisville		
Carol Kyer, 2616 Crepe Myrtle		
Dennis Naylor, 5109 Saddle Dr		
Milt McGouirk, 4705 Oak Spring		
David Johnson, 3617 San Paula		
Karen Naylor, 5109 Saddle Dr		
Don McDaniel, 5801 Hide A Way Ln		
Tawna Beck, 1404 Ivywood Dr*		
Mark Kyer, 2616 Crepe Myrtle Dr*		
Doug Ed, no address provided, Denton**		
Bryan Webb, 4112 High Rd**		

*submitted a speaker card indicating in support; however, did not wish to speak

**did not submit a speaker card for this item

Mayor Dixon closed the Public Hearing at 7:15 p.m.

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

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE**

19. Consider a request for a Site Plan (SP19-0019 - RockPointe Church Parking Expansion) to develop a parking lot addition, with a request for a deviation to computing parking and loading requirements pursuant to Section 82.73 of the Code of

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Ordinances. The property is generally located east of Trotter Lane and south of Cross Timbers Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 27, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site plan
- Deviation
- Site photos
- Landscape plan

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

VOTE ON MOTION:*Motion passed***AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE**

Mayor Dixon opened items 20 and 21 at the same time.

20. Consider a request for a Development Plan (DP19-0004 - Lakeside Village) to develop residential, non-residential, and mixed use subdivision, with an exception to the retention pond design requirements, contained in Chapter 4 of the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of Edgemere Drive. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its January 27, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Project location
- Land use and zoning
- Exception request (dry detention pond instead of a wet retention pond)
- Photos of the site
- Lakeside DFW areas included in the development plan
- Development Plan
- Open space plan
- Landscape plan
- Draft ordinance standards
- Exemptions
- Potential interim parking
- Subzone areas

and she, Mr. Dalton, or Mr. Meredith, responded questions from Council regarding:

- Whether the detention pond is even needed
- Clarification regarding any relationship for this item and the next
- If standards for open space with amenities can be included for a dry pond

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- Given so many unknowns, concerns regarding getting the project finished out so it's a satisfactory product

Applicant Presentation

Jimmy Archie, Realty Capital Management, 909 Lake Carolyn Pkwy, Ste. 150, Irving and Scott Minnus, McAdams Engineering, 111 Hillside, Lewisville

Mr. Archie and/or Mr. Minnus, gave a presentation identifying or noting:

- Project Phasing
- Zoning
- Detention request
- Parking plan
- Phasing plan

and he, or Mr. Minnus, responded to the following questions from Council:

- What drives the need for a larger pond
- Wet pond versus a dry pond requirement and associated engineering involved
- If Council can require the dry pond area to be an amenity, such as with the dog park
- What is the intent for the dry pond and what can they do with it in the way of aesthetics to add value to the property

Mr. Dalton summarized the applicant's request for this item.

Council Discussion

There was Council discussion regarding:

- Concerns as it relates to the past track record with the applicant and some unknowns

Mayor Pro Tem Sharma moved to approve as presented; however, with the inclusion of the following landscaping standards for any dry detention pond: grass to be planted, irrigation installed, and five (5) trees per acre of land for any dry detention pond. Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST****NAYS: BUMGARNER**

21. Public hearing to consider an ordinance for rezoning (MU19-0001 - Lakeside Village) to amend Mixed Use District 1 (MU-1) to allow for phasing of the necessary parking infrastructure in Lakeside Village. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of its intersection with Northwood Drive. (The Planning and Zoning Commission recommended approval as presented, but with the condition to add a Sunset/Renewal Clause of 3 years, by a vote of 4 to 3 at its January 13, 2020, meeting.)

Staff Presentation

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Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Draft ordinance standards

and she, Mr. Dalton, or Mr. Meredith responded to the following questions from Council:

- Clarification that the item serves the purpose of allowing the applicant to request the phased parking

Applicant Presentation**Jimmy Archie, Realty Capital Management, 909 Lake Carolyn Pkwy, Ste. 150, Irving**

Mr. Archie did not have a presentation; however, he responded to the following questions from Council:

- How will the pedestrian traffic be managed
- How realistic is the sunset clause as recommended by the Planning and Zoning Commission, and if so, what would be a reasonable time
- What is the cost for the interim parking
- Does it make more economical sense to pave the parking lot across the street
- Is it their intent to build all at once
- What is the criteria for the underground garage
- What is the possibility of building a parking garage in MZ 1 and eliminate the surface parking
- Clarification regarding the size and dimensions of underground parking
- What is the building plan for the different buildings
- Is there a potential to increase the parking garage past 230 effectively or to add a layer to it

Mayor Dixon opened the Public Hearing at 8:44 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Bryan Webb, 4112 High Rd	Jeffrey Blasko, 1720 Milford Dr	Don McDaniel, 3801 Hide A Way

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

Council Discussion

There was Council discussion regarding:

- How above ground parking does not fit the definition of a natural area
- How the current need for parking exist and the likelihood that it will not stay parking
- How the sunset clause is appealing from a principle perspective but not from a practical perspective

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- Not a fan of surface parking in large swaths but if it is truly temporary there must be a point where the developer needs to get rid of the temporary parking and move on
- The possibility of making the parking lot smaller to allow for savings for future parking options
- Whether one lot with 430 stalls is too big
- How the applicant already came to Council and suggested they go with what was already approved
- Clarification that the item is just to allow the applicant to consider incorporating in their plan
- Interest in considering approval in small segments and in stages
- Allowance of phased parking
- The purpose of the temporary structure and how things change and concerns that building 1, 2, and 3 doesn't get built and the parking lot structure is left there
- How you drive around other neighboring cities and there are no issues with structured parking and it works – why doesn't it work here (at times)
- Concerns regarding the way the current ordinance is written in that they are given the option to do this and the application never comes before Council for final approval
- Concerns regarding oversight elements
- Zoning process and associated site plan
- Preservation of Council discretion for the final layout
- Consider allowing the temporary surface parking but split with no more than 200 – 230 spots per zone instead of one big sea of parking
- No more than 300 parking stalls for the temporary surface parking

Mr. Meredith clarified that this item is the zoning entitlement that would allow these temporary lots to be installed.

Mayor Pro Tem Sharma moved to approve MU19-0001 surface parking; however, with the condition that both the surface and underground parking be built simultaneously, but the structured parking facility in Microzone (MZ) 2 must be completed prior to the completion and opening of the first interim surface parking lot in Microzone (MZ) 1 and based on the issuance of a building final. In addition, the sunset language as recommended by P & Z would be removed. No one seconded the motion.

Motion failed due to lack of a second.

Councilmember Bumgarner moved to deny MU19-0001 as written. Councilmember Pierson seconded the motion.

VOTE ON MOTION:

Motion failed (to deny)

AYES: BUMGARNER, PIERSON

NAYS: FOREST, SHARMA, ENGEL

The Town Council convened into a closed meeting at 9:38 p.m. on February 3, 2020, pursuant to Texas Government Code Chapter 551.071, for consultation with attorney, and reconvened into an open meeting at 10:12 p.m. on February 3, 2020.

Deputy Mayor Pro Tem Forest moved to approve the zoning change as presented, removing the sunset provision, establishing a limitation of 180 parking spaces in MZ5, 300 parking spaces in MZ1, and with the restriction that the first surface lot may not be opened until a building final for

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the structured parking garage in MZ2 is issued containing a minimum of 200 parking spaces. Councilmember Engel seconded the motion.

ORDINANCE NO. 01-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 09-18, WHICH AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT; BY AMENDING EXHIBIT B TO INCORPORATE CERTAIN DEVELOPMENT STANDARDS RELATED TO PARKING FACILITIES APPLICABLE ONLY TO SUBZONES MU-TEN AND MU-C(3) TO ALLOW FOR THE PHASING IN OF PARKING INFRASTRUCTURE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST****NAYS: BUMGARNER**

22. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0006 – Short-Term Rentals) by amending Chapter 98 entitled “Zoning,” of the Town's Code of Ordinances to create a definition and define the standards and review process for Short-Term Rentals, and consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 13, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Previous discussion
- Survey city comparison
- Proposed definition
- General requirements
- SUP process
- 3rd Party Monitoring

and she, Mr. Stathatos, or Ms. Wallace responded to the following questions from Council:

- Are condos eligible
- Is the 3rd party monitoring an annual cost
- What would be the fine for any violation
- Why is only an SUP process being presented instead of a total ban
- What is the concern regarding not allowing condos to be a part of the SUP process
- Is there a firm number as to the number of short term rentals currently
- How many single-family homes are in existence

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 3, 2020**PAGE 12****Council Discussion**

There was Council discussion regarding:

- How it's better not to do a full ban and the SUP process respects homeowner rights
- Don't think the statute should be limited to owner's primary resident (owner occupied)
- There should be no distinction between condos and single-family homes
- Council doesn't need to hear every application for approval (SUP Process) and perhaps have it as part of a permitting process
- Acceptable to either doing nothing or putting a ban on it
- Interest in protecting residents that do live next door to a short-term rental that would include some type of policing; however, not sure if an SUP Process is the correct avenue
- Possibility of establishing a permitting component to identify where they are to start collecting data to identify where they are in the community, and regulation requirements could still be in place
- How Flower Mound is a bedroom community so the demand may not be there
- Figure out a way for homeowners to register through a permitting process, including a potential annual fee and require the homeowner to include the safety requirements (i.e. smoke detectors, etc.)
- The need to have this issue fully vetted and considered carefully because once it's enacted the Town is opening itself to lots of criticism in the marketplace, as well as lawsuits
- How it's difficult to make everyone happy
- Concerns regarding the ability to enforce the Ordinance
- Potential of postponing the item and going back to the drawing board and figure out the enforcement aspect and build it from the ground up instead of the top down
- How there are some things in the proposed ordinance that makes sense (reporting and safety aspects)
- Possibility of having a future work session on the topic

Mayor Dixon opened the Public Hearing at 10:52 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
	Bryan Webb, 4112 High Rd	
	Drew Larson, 3814 Cortadera Ct	

Deputy Mayor Pro Tem Forest moved to deny item 22 as written; however, with the possibility that the item may be considered at a future date. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

Motion passed (to deny)

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 3, 2020

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L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 11:22 p.m. on February 3, 2020, 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 11:51 p.m. on February 3, 2020, to take action on the items as follows:

- a. Consultation with Attorney.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.

Deputy Mayor Pro Tem Forest moved to authorize Staff to purchase the Right-of-Way Property, in association with the Bruton Orand Boulevard at FM 1171 Right Turn Lane project, and to negotiate for the purchase of the Right-of-Way Property up to the settlement amounts described in the closed session document; and authorization of the Town Manager, or his designee, to close on the Right-of-Way Property should a settlement be reached, to pay all costs associated with said closing in addition to the purchase price of the Right-of-Way Property, and to execute all necessary documents at closing on behalf of the Town. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE**

- 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.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 11:52 p.m. on Monday, February 3, 2020, 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: February 17, 2020

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of the second reading of an ordinance granting to a non-exclusive gas franchise to CoServ Gas, LTD.; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: The proposed ordinance will extend the existing gas franchise with CoServ Gas LTD. The original gas franchise agreement was passed by Town Council on May 4, 1998. After a year of negotiations, Town staff and CoServ representatives have arrived at a mutually agreeable franchise. The franchise will expire on December 31, 2030, with the final payment due on or before February 15, 2031. CoServ has agreed to pay the Town 5% of the Company's gross revenues in 4 quarterly payments.

Per the Town Charter, franchise ordinances must be considered at two readings of regularly scheduled meetings of the Town Council. This is the second reading. The first reading was on February 3, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$85,000 electric franchise fee revenues

Proposed Expenditure/(Revenue):	Account Number(s):
(\$85,000)	100-4120

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

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

ATTACHMENTS:

1. CoServ Gas Franchise Agreement

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING TO COSERV GAS, LTD., D/B/A COSERV GAS, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE TOWN OF FLOWER MOUND, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas (hereinafter referred to as "Town"), currently has a franchise ordinance applicable to CoServ Gas that expired on December 31, 2018, and said franchise ordinance has been continued thereafter through the Effective Date (defined in Section XX below); and

WHEREAS, the Town finds that it is in the best interest of the Town to adopt a new franchise ordinance allowing CoServ Gas to furnish and supply gas to the general public in the Town, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes;

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

SECTION I.
Grant of Franchise, Term, and Use

(A) Town hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and Town's consent, to use and occupy the present and future Public Right-of-Way of the Town for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the Town, and to sell gas to persons, firms, and corporations, including all the general public, within the Town's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined in Section XX below) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of the term of this Ordinance, it shall be automatically renewed for an additional period of five (5) years from such expiration date and shall be automatically renewed thereafter for like periods of five (5) years until canceled effective as of the expiration of any such renewal period by written notice given not less than six (6) months before the expiration of the term of any such renewal period.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the Town. This Franchise does not grant to Company the right, privilege, or

authority to engage in any other activities within the Public Right-of-Way other than those set forth in Section I(A).

(D) By entering into this Ordinance, the Town does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the Town. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the Town, including adoption of ordinances by the Town, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II.

Definitions

(A) "Town" shall mean the Town of Flower Mound, Texas.

(B) "Company" shall mean CoServ Gas, Ltd. and its successors and assigns, but does not include a CoServ affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XIV herein.

(C) "Town Manager" shall mean the Town Manager of the Town or his or her designee.

(D) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the Town pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the Town (excluding gas sold to another gas utility in the Town for resale to its customers within the Town);
- (2) all revenues derived from the transportation of gas through the System of Company within the Town to customers located within the Town (excluding gas transported to another gas utility in the Town for resale to its customers within the Town);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the Town ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the Town for resale to its customers within the Town). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication

agreed upon by Town and Company) as reasonably near the time as the transportation service is performed;

- (4) franchise fees paid pursuant to Section X of this Ordinance, revenues from non-utility and non-regulated services or products, and the following “miscellaneous charges:”
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the Town, and
 - (c) State gross receipts fees.

“Gross Revenues” shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section X below, any taxes or fees required to be remitted to a third party including the Town;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System;
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup;
- (x) revenues billed but not ultimately collected or received by the Company; and
- (xi) payments received for contributions in aid of construction performed within the Town, including but not limited to, builder contributions, under contracts entered into after the Effective Date.

(E) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the Town or any employee, agent, servant, representative, or official of the Town.

(F) "Public Right-of-Way" shall mean public streets, alleys, highways, bridges, public easements, public places, thoroughfares and sidewalks of the Town, as they now exist or may be hereafter constructed or extended within the corporate limits of the Town.

(G) "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the Town.

(H) "Transport Customer" shall mean any Person for which Company delivers gas through the System of Company within the Town for delivery or consumption within the Town.

(I) "Affiliate" shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question. As used in this definition, the term "control" means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

SECTION III.

Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company's System shall be constructed and maintained so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) **Permits**

- (1) Company's facilities shall not unreasonably interfere with Town-owned public works facilities and with vehicular and pedestrian use of Public Right-of-Way.
- (2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, however, Company shall provide detailed drawings, in accordance with Company's customary practice, reflecting Company's installations on private property to the extent necessary for Town to verify compliance with Town ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
- (3) Company shall submit a permit application to Town for the placement of new facilities, for upgrade or augmentation of existing facilities, or for

replacement of existing facilities in the Public Right-of-Way. Such permit application shall include:

- (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the Town; and
 - (b) all additional information requested by Town reasonably related to the permit request.
- (4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of Town's approval or denial of Company's request for a permit shall be provided in accordance with Town's usual procedures for processing of permit applications.
- (5) Town shall endeavor to complete its review of Company's application within thirty (30) days after Town's receipt of the permit application. Prior to the expiration of the said thirty (30) day period, Town shall request any additional information that is necessary to complete its review of Company's application. Town shall issue a decision regarding Company's permit application within fifteen (15) days after receipt of the additional information. If the additional information is not sufficient to complete the review of Company's application, the Town may request additional information. Town shall issue a decision regarding the application within fifteen (15) days after receipt of all additionally requested information.
- (6) If Town has not approved or denied Company's request for a permit within:
 - (a) Thirty (30) days after receipt by Town of the permit application (if no additional information was requested by Town), or
 - (b) The timeline established in Section III(B)(5) after receipt by Town of all additional information requested by Town reasonably related to the permit request,

then upon written request by Company, the Town's department director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.
- (7) Company may proceed with the placement of the facilities described in its permit application if written notice of Town's approval or denial of Company's request for a permit is not provided within the timeline pursuant to Section III(B)(6) above.
- (8) A permit application approved by the Town shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. Town shall grant an extension of such time as reasonably required to complete such work upon Town's receipt of Company's request in writing for such an extension, but in no case shall

the extended period exceed six (6) months from the date of such written request.

(C) Company shall install, maintain, construct, operate, remove and replace its facilities in accordance with applicable Town ordinances and so as to not unreasonably interfere with traffic or any existing (at the time of Company's initial installation of its facilities) water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. The location of all pipes, mains, laterals, and other equipment shall be subject to approval by the Town Manager or designee prior to construction; provided however, said approval shall not be unreasonably withheld. In determining the location of new facilities of the Town and other users of Public Right-of-Way within Town, Town shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way in order to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the Town, the Company shall minimize interference with then-existing or documented planned underground structures of the Town or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of Town or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, Town or an authorized agent of Town shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject, however, to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the Town shall be subject to such reasonable rules and regulations of the Town as may be authorized by applicable law from time to time for the protection of the general public. The Company shall construct, maintain, and operate its System Facilities in compliance with applicable federal and state laws and regulations regarding protection of the general public. The Town shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised Town laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The Town's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. Town shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other

users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the Town of a deficiency, the Town may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the Town for the reasonable cost of such repair or restoration. Except for repairs, day to day maintenance, or in cases of emergency conditions, work conducted within the Public Right-of-Way shall require an approved permit issued by the Town prior to commencement of work. Company shall not be required to pay fees or bonds related to its use of the Public Right-of-Way other than in accordance with Section X hereof.

(G) The Town reserves the right to lay, and permit to be laid, any Town-owned facilities, such as stormwater, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The Town also reserves the right to change in any manner any Town-owned curb, sidewalk, highway, alley, public way, street, and Town-owned utility lines, storm sewers, drainage basins, drainage ditches, and other Town facilities.

(H) The Town may request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Rights-of-Way to accommodate the Town constructing, reconstructing, improving, widening, or straightening its Public Rights-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Rights-of-Way required by the Americans with Disabilities Act. Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and Town agree that a project is not undertaken primarily for beautification unless more than fifty percent (50%) of the project costs are allocated to costs unassociated with those required to meet Town standards for highway, road, street, public way, or other public work, including costs associated with water, sewer, drainage, paving and subgrade, curb and gutter, and sidewalk construction. Company and Town shall jointly determine whether System Facilities are in conflict and the extent that the proposed Town facilities are determined by Town and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable Town ordinances. Following relocation, Company shall repair, according to Town specifications, clean up, and restore to the condition it was in before being disturbed, all Public Rights-of-Way disturbed during the construction and repair of its System at its expense. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company.

(I) When Company is required by Town to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by Town, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through Town, Company costs and expenses shall be included by Town in any application by Town for reimbursement only if Town has actual or constructive notice that Company relocation costs are eligible for reimbursement and only if Company submits a request together with its cost and expense documentation to Town a reasonable time prior to the filing of the application. Town shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to Town in order for Town to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, Town shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement

related to the relocation or removal of Company's facilities. In the event that the Town receives only a portion of any reimbursement costs sought and the reimbursement received is not delineated separately such that Company's eligible relocation costs are clearly noted, the Town will reimburse Company only after the Town's costs have been paid in full. When Company is required to remove or relocate any System Facility without reimbursement, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. If Company is required by Town to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by Town, Company shall be entitled to reimbursement from Town or others of the cost and expense of such removal or relocation. Notwithstanding the foregoing, Town shall not be responsible for reimbursement of any relocation costs if Company secures or is eligible to secure reimbursement of eligible costs from any other source other than through a statutory rate mechanism or other rate mechanism adopted by the Town. This paragraph applies exclusively to the Company's recovery of its relocation costs and, except as provided in Section X(E), nothing herein shall prohibit the Town from denying or opposing a request by Company to increase or modify its other rates, charges, fees, or tariffs.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by Town without reimbursement from Town, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. Town shall not oppose recovery of relocation costs when Company is required by Town to perform relocation. Town shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the Town shall have the right to request other project documentation to the full extent provided by state law.

(K) If Town abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, Town shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If Town determines, in its sole reasonable discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XX, and to the maximum extent of its right to do so, Town shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If Town determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by Town. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by Town to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the

expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) In addition to maps provided as part of the permit application process, upon request by Town made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. **Laying of Lines in Advance of Paving**

(A) Whenever Town endeavors to pave or repave any Public Right-of-Way in which Company's System Facilities already exist, Company shall be provided the opportunity, at no expense to Town, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, in the Public Right-of-Way.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of a Public Right-of-Way, Town shall give Company written notice of the intention of Town to pave or repave any such Public Right-of-Way in which Company's System Facilities already exist. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the Town. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the Town's discretion, if Company has promptly notified the Town of the circumstances that have caused the delay, and has requested an extension of the construction period, which request shall not be unreasonably denied.

SECTION V. **Liability Insurance & Indemnification**

(A) Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- (1) Commercial general or excess liability with minimum limits of five million dollars (\$5,000,000). To the extent that coverage is maintained on a claims made form, the minimum limits are ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:
 - (a) Products/completed operations to be maintained for a warranty period of 2 years,
 - (b) Personal and advertising injury,

- (c) Contractual liability, and
 - (d) Explosion, collapse, or underground (XCU) hazards.
- (2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.
 - (3) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the Town with a waiver of subrogation for workers' compensation claims.
 - (4) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

(B) IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY COMPANY'S INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH COMPANY'S OPERATIONS, EXCEPT TO THE EXTENT SUCH SUITS, ACTIONS, LIABILITY, CLAIMS OR DAMAGES ARE CAUSED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE INDEMNITEES.

(C) This Section V does not waive any governmental immunity available to the Town under Texas law. This Section is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of the Company and the Town. This Section is not intended to limit the ability of Town or Company to settle claims through mediation.

SECTION VI. **Installation of Meter**

If a meter is to be installed in or near the Public Right-of-Way, Company agrees to discuss with the Town's representative the aesthetics of the meter placement and to accommodate the request of Town to the maximum extent possible. If Town requests a meter upgrade, Company will comply so long as Town reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VII. **Rates**

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the Town copies of its current tariffs, schedules, or rates, and charges and

service rules and regulations applicable to the Town. The rates and charges collected from its customers in the Town shall be subject to revision and change by either the Town or Company in the manner provided by law.

SECTION VIII. **Extensions of Mains**

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION IX. **Non-Exclusive Use**

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and Town hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for Town and the inhabitants thereof.

SECTION X. **Franchise Fee and Payment**

(A) In consideration of the privilege granted by the Town to Company to use and occupy the Public Right-of-Way in the Town for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to Town, and Town agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(D). The initial payment shall be paid to the Town by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that Town may now impose or hereafter levy and collect from Company or Company's

agents, excepting only the usual general or special ad valorem taxes that Town is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the Town for street repairs in accordance with this Ordinance. Should Town not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then Town agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(D) If Company fails to pay when due any payment provided for in this Section X, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by Town.

(E) CoServ Gas Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the Town a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section X, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(G) Within thirty (30) days after the effective date of this Ordinance, the Town shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of the Town. Within thirty (30) days after Town annexes property into, or disannexes property from, the territory of Town, Town shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of such annexed or disannexed property. Within sixty (60) days, or such additional time as mutually agreed to by the Town and Company, after Company's receipt of (i) written notice from the Town that the Town has annexed territory into the Town and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the Town. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located in any area disannexed by Town shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XI.

Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for Gross Revenues and the payment of franchise fees associated with this Ordinance for not less than five years.

(B) Company gives Town, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the Town. The Town's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance with respect to payment of the franchise fees. If such an examination reveals that Company has underpaid the franchise fee to Town, then upon receipt of written notification from Town regarding the existence of such underpayment, Company shall undertake a review of Town's claim and, if said underpayment is confirmed, remit the amount of underpayment to Town, including any interest calculated in accordance with Section X(D). The cost of the audit shall be borne by Town unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the Town by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by Town. The Town shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the Town receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, Town agrees to request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The Town also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the Town to withhold the information.

SECTION XII. **Renegotiation**

If either the Town or Company requests renegotiation of any term of this Ordinance, Company and Town agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

SECTION XIII. **Termination**

(A) The Town, in accordance with subsection (B) of this Section XIII, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to Town or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the Town)

after receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies pursuant to Section XIII(C).

- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to Town or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the Town) after receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies pursuant to Section XIII(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle Town to exercise the remedies pursuant to Section XIII(C).

(C) Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIII(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIII(B) or such longer period of time as may be agreed to by the Town, either cure such alleged failure or, in a written response to the Town, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the Town determines that an unexcused "Uncured Event of Default" has occurred, Town shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of Town and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. Town and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, Town shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIII(C). Town shall notify Company in writing at least thirty (30) business days in advance of the Town Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the Town Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the Town Council may be appealed to

any court or regulatory authority having jurisdiction within thirty (30) days after the date of the Town Council meeting at which such final decision is made. Upon timely appeal by Company of the Town Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the Town Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XIV. **Successors and Assigns**

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the Town, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the Town sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the Town's approval thereof, if required, shall authorize the Town to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIII, including the right to terminate the franchise granted herein.

SECTION XV. **Notices**

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the Town:

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

If intended for the Company:

CoServ Gas, Ltd.
Attention: President
7701 S. Stemmons Freeway

Corinth, Texas 76210

SECTION XVI.
Severability; Amendment; Ordinance Controlling

It is the intention of the Town Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the Town expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the Town. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the Town's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVII.
Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. This Ordinance is performable in Denton County, Texas, and exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Denton County, Texas.

SECTION XVIII.
No Waiver

Either Town or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XIX.
Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XX.
Acceptance; Effective Date

In order to accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the Town, within thirty (30) days after the Town provides written notice to Company of the final adoption of this Ordinance by the Town, a letter in the form of Exhibit A attached hereto and incorporated

herein. Upon and subject to such written acceptance, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the Town (such date being the "Effective Date") and this Ordinance shall, as of the Effective Date, supersede and replace any and all preceding franchise ordinances of Town applicable to the Company.

SECTION XXI.
Publication Section

The Town Secretary will, after its passage, publish the full text of this Ordinance in the official Town newspaper once each week for two consecutive weeks, at the expense of Company.

**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
_____, 2020.**

APPROVED:

Steve Dixon, MAYOR

EXHIBIT "A"

CoServ Acceptance of Franchise Ordinance

[DATE]

Town of Flower Mound
Attention: Town Secretary
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

RE: CoServ Gas Franchise; Ordinance No. _____

This letter certifies that CoServ Gas, Ltd. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

COSERV GAS, LTD.

By: CoServ Natural, L.L.C.,
its general partner

By: _____
Printed Name: _____
Title: _____



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 17, 2020

FROM: Jeff Garner, Director Of Facilities Management

ITEM: Consider approval of replacement of the Community Activity Center indoor/outdoor pool disinfection units by Sunbelt Pool in the amount of \$67,400.00.

BACKGROUND INFORMATION: The Community Activity Center opened in 2008, the ultraviolet disinfection units for the indoor and outdoor swimming pools are original equipment. Over the past few years more components are failing in the units and parts are becoming obsolete. The units operate in areas of high humidity with high chloramine levels. The Town Council approved the replacement of these two units during the FY 19-20 budget process. BuyBoard Contract 533-17 Swimming Pool Chemicals Supplies and Equipment, Category 3 Pool Mechanical Equipment will be utilized for this project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$67,400.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 67,400.00	100-655-59200-6010

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. SunBelt Pools quote

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



Quote

Quote ID: 46239
 Customer ID: 251
 Employee ID: jasona
 Date: 02/07/2020

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

Location:

Flower Mound, Town of
 Brady
 1200 Gerault
 Flower Mound, TX 75028

Qty	Item	Unit Price	Discount	Total
1	ETS Medium Pressure UV ECF-220-8V Replacement ETS UV System for Indoor Pool	\$40,875.00	-\$8,175.00	\$32,700.00
1	ETS Medium Pressure UV ECF-225-10V Replacement ETS UV System for Outdoor Pool	\$43,375.00	-\$8,675.00	\$34,700.00

BuyBoard Contract 533-17 Swimming Pool Chemicals, Supplies and Equipment
 Category 3 Pool Mechanical Equipment

Includes the below:

Removal of the existing UV systems
 Installation of the new UV unit and panel
 Sunbelt to reconnect electrical

Exclusions:

Any electrical not specified in the above quote
 Any and all repair work to any other pool not outlined above (including but not limited to structures, plumbing, mechanicals, and electrical)
 Any major piping and valves
 Damage to pool due to acts of nature

Sub Total	\$67,400.00
Taxes	\$0.00
Total	\$67,400.00



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 17, 2020

FROM: Tom Vyles, Environmental Health Manager

ITEM: Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Chapter 70, "Utilities", Article VII "Water Wells", by repealing Section 70-564 "Special Construction Requirements; exceptions", and replacing it with water well regulations pursuant to Title 16 of the Texas Administrative Code, Chapter 76, Section 100.

BACKGROUND INFORMATION: The Town's Code of Ordinances, Chapter 70, "Utilities", Article VII "Water Wells", Section 70-564 "Special Construction Requirements; exceptions", allows for water wells to be constructed with a minimum setback of forty feet (40') from all property lines. During a 2018 review of the Town's codes and applicable state codes relative to water wells, staff identified the need for the Town's ordinance to be in conformance with the state's regulations. By repealing the existing "Special Construction Requirement and Exceptions" section; water wells, in most conditions, will be required to be constructed with a minimum set back of fifty feet (50'). The property line setback of fifty feet (50') is the designated setback in the state's water well drilling regulations.

This amendment will bring the Town's water well regulations in alignment with the Texas Department of Licensing and Regulation, Title 16 of the Texas Administrative Code, Chapter 76, Section 100, of the state code. A link to the Texas Administrative Code section can be found at: [TAC Ch 76 Sec 100](#).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 70-564 WHICH ESTABLISHED SPECIAL CONSTRUCTION REQUIREMENTS FOR WATER WELLS; REPEALING EXISTING SPECIAL CONSTRUCTIONS REQUIREMENTS AND EXCEPTIONS; AMENDING FLOWER MOUND'S ORDINANCE TO ALIGN IT WITH TEXAS DEPARTMENT OF LICENSING AND REGULATION; PROVIDING THAT 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, Texas 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 previously adopted water well regulations, codified in Chapter 70, Article VII of the Flower Mound Code; and,

WHEREAS, the Texas Occupations Code Chapters 1901 and 1902 regulate the drilling and pumping of water wells; and,

WHEREAS, with authority from the Texas Occupations Code Chapters 1901 and 1902, the Texas Department of Licensing and Regulation imposes requirements on water wells codified at 16 Texas Administrative Code, Chapter 76; and,

WHEREAS, Flower Mound's ordinance has not been updated with the current requirements from the Texas Department of Licensing and Regulation; and,

WHEREAS, the Town Council has determined that the Section 70-564 of the Code of Ordinances of the Town of Flower Mound needs to be updated to align with the requirements from the Texas Department of Licensing and Regulation;

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

SECTION 1

All of the above premises are found to be true and correct factual and legislative determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance.

SECTION 2

From and after the effect of this Ordinance, the existing text of Section 70-564 of the Code of Ordinances of the Town of Flower Mound, entitled, "Special construction requirements; exceptions" is hereby repealed in its entirety.

SECTION 3

From and after the effective date of this Ordinance, Subsection (a) of Section 70-564 of the Code of Ordinances of the Town of Flower Mound, entitled, "Special construction requirements; exceptions" is hereby amended to read as follows:

"Sec. 70-564. - Special construction requirements; exceptions.

- (a) All water wells existing within the Town on the effective date of this ordinance or which are in existence at the time the land upon which the water well is situated is annexed to the Town shall conform to all laws and regulations applicable to the drilling, installation, and use of water wells pursuant to the Administrative Rules of the Texas Department of Licensing and Regulation, as codified at 16 Texas Administrative Code, Chapter 76, Section 100, as may be amended from time to time. It is the duty of the town official to enforce all laws and regulations applicable to water wells."

SECTION 4

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

SECTION 5

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

SECTION 6

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in

Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Texas Administrative Code or any ordinances governing water wells 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 of this Ordinance 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

This Ordinance shall take effect and be in full force from and after the date its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF FEBRUARY, 2020.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 17, 2020

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2019, and ending on September 30, 2020, as adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19 for adjustments to the General Fund and Tree Preservation Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the second proposed adjustment of the FY 2019-2020 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment includes adjustments to the General Fund and Tree Preservation Fund. General Fund expenditures will increase by \$198,470 from \$75,306,379 to \$75,504,849. Tree Preservation Fund expenditures will increase by \$11,000 from \$206,664 to \$217,664. In the General Fund, the Town Managers Office expenditures will increase by \$198,470 from \$2,247,424 to \$2,445,894. The adjustment is due an underestimation of the impact fees related to the Duke Realty's Chapter 380 agreement. The agreement states the Town will provide a grant equal to 75% of the assessed impact fees for the new 635,000 square feet warehouse distribution facility on Lakeside Parkway.

In the Tree Preservation Fund, expenditures will increase by \$11,000 from \$206,664 to \$217,664 to fund the conceptual feasibility study for the Outdoor Learning Area Pedestrian Bridge project. The project objectives include providing the Town a hydraulic study, report of findings, schematic layouts and opinions of probable costs for each viable alternative to get the existing multi-use trail along the south side of the stream across to the Outdoor Learning Area.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:	Account Number(s):
\$ 198,470	Fund 100 General Fund
11,000	Fund 311 Tree Preservation Fund
<u>\$ 209,470</u>	

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

LEGAL REVIEW: No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2019, AND ENDING ON SEPTEMBER 30, 2020, AS ADOPTED BY ORDINANCE NO. 50-19 AND AMENDED BY ORDINANCE NO. 64-19, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND TREE PRESERVATION FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 50-19 on September 16, 2019 and amended by Ordinance No. 64-19 on December 16, 2019; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020, as heretofore adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19, is hereby amended to provide for adjustments to the General Fund and Tree Preservation Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

ORDINANCE NO. _____

PAGE 2

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 17th DAY OF FEBRUARY, 2020.

APPROVED:

Steve Dixon, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

PAGE 3

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2019-2020**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, Town Managers Office expenditures will increase by \$198,470 from \$2,247,424 to \$2,445,894. The adjustment is due a miscalculation related to the Duke Realty's Chapter 380 agreement. The agreement states the Town will provide a grant equal to 75% of the assessed impact fees for the new 635,000 square feet warehouse distribution facility on Lakeside Parkway.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 2,002,424	\$ 2,247,424	\$ 2,445,894	\$ 198,470
Legislative Services	510,208	510,208	510,208	-
Development Services	2,112,727	2,144,550	2,144,550	-
Community Services	8,457,980	8,499,220	8,499,220	-
Library Services	1,822,733	1,820,233	1,820,233	-
Police Services	15,755,574	15,964,174	15,964,174	-
Financial Services	3,771,329	3,866,102	3,866,102	-
Administrative Services	6,223,719	6,305,321	6,305,321	-
Fire and Emergency Services	16,497,490	16,265,134	16,265,134	-
Community Relations	707,671	707,671	707,671	-
Non-Departmental Services	9,238,557	9,638,557	9,638,557	-
Public Works	5,649,560	5,773,475	5,773,475	-
Environmental Services	1,564,310	1,564,310	1,564,310	-
Total	\$ 74,314,282	\$ 75,306,379	\$ 75,504,849	\$ 198,470

REASON FOR ADJUSTING THE TREE PRESERVATION FUND APPROPRIATION:

In the Tree Preservation Fund, expenditures will increase by \$11,000 from \$206,664 to \$217,664 to fund the conceptual feasibility study for the Outdoor Learning Area Pedestrian Bridge project. The project objectives include providing the Town a hydraulic study, report of findings, schematic layouts and opinions of probable costs for each viable alternative to get the existing multi-use trail along the south side of the stream across to the Outdoor Learning Area.

Tree Preservation Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Environmental Services	\$ 192,964	\$ 206,664	\$ 217,664	\$ 11,000
Total	\$ 192,964	\$ 206,664	\$ 217,664	\$ 11,000



TOWN COUNCIL AGENDA ITEM NO. CONSENT ITEM

DATE: February 17, 2020

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval for the purchase and installation of the audio video equipment for the Flower Mound Library expansion project from Data Projections in the amount of \$179,483.57.

BACKGROUND INFORMATION: The construction progress of Library expansion project is moving forward and is almost ready for the rough-in of the audio video wiring and equipment. The Town is utilizing the TIPS Contract 171001 for this purchase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$179,483.57

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 179,483.57	533-111-32001-6090

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

Total project cost is \$12,500,000. Funding sources are:

- Other \$ 100,000
- TIRZ debt \$10,900,000
- Tax debt \$ 1,500,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Data Projections quote

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



DATA PROJECTIONS

Town of Flower Mound-Library AV Systems-TIPS
Contract 17001

Quote # 004836
Version 2

Prepared for:

Town of Flower Mound

Jeff Garner
Jeff.garner@flower-mound.com



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Friday, February 7, 2020

Town of Flower Mound
Jeff Garner
1001 Cross Timbers Road
Flower Mound, TX 75028
Jeff.garner@flower-mound.com

RE: Town of Flower Mound-Library AV Systems-TIPS Contract 17001

Dear Jeff,

Thank you for allowing Data Projections the opportunity to present this solution for the Town of Flower Mound.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Michael Creamer
Account Executive
Dallas



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Executive Summary

A. Summary

The Town of Flower Mound has requested a quotation for supplying AV systems in the newly remodeled and expanded Library. This includes AV systems for Study Rooms, Conference Room, Multipurpose Room, Digital Design Lab, Teen Lounge, Children's Program Room, and Large Program Room. In addition, it includes a Digital Signage and Paging System. The Scope of Work is derived from the previously submitted Needs Analysis. During the design phase of the project, it was determined that certain core components could be shared between Children's Program Room 117, Program Room 149, the Digital Signage System, and the Paging System. These components will be housed in the Main Equipment Rack (AER). Sharing these components results in a more economical solution while providing all features and requirements identified in the Needs Analysis.

Project Location:

Town of Flower Mound Public Library
3030 Broadmoor Lane
Flower Mound, TX 75022

Project Onsite Point of Contact:

Jeff Garner
(972) 874-6064 (Direct)
Jeff.garner@flower-mound.com

B. System Description – Self Contained Rooms having no shared components

Study Rooms 106, 107, and 108

The study rooms are extremely small. DPI will furnish and install 65" Samsung Displays in each of the three rooms. In Room 106 the monitor will be on the north wall, and in Rooms 107 and 108 the displays will be on the south wall. A recessed back box will be provided by DPI and installed by owner's electrician thus assuring the installation meets ADA compliance. A Crestron Wireless Presentation System will be provided for each space. This will be installed in the back box. A small form-factor surge suppressor and power conditioner will be provided and installed in the back box to provide protection of the components. A wired wall plate with HDMI input will be installed for redundancy in the unlikely event the wireless system fails. Control of the display will be via the supplied IR remote. As this room will be utilized by the public, the IR Remote will be tethered to the display mount and attached via Velcro to the display.

Source Devices:

- BYOD devices connected wirelessly
- BYOD devices connect via HDMI wall plate

Displays and Mounting:

- Samsung QB65R 65" display
- Chief wall mount, back box, padlock kit, and surge suppressor

Audio:

- Internal speakers of Display

Control:

- IR remote provided with display



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Executive Summary

Study Room 130

DPI will furnish and install 65" Samsung Display centered on the south wall of the room. A recessed back box will be provided by DPI and installed by owner's electrician thus assuring the installation meets ADA compliance. DPI will furnish and install 12' of ADA compliant Connectrac with a connection plate located under the table. The Connectrac product includes separate channel paths for signal and power. DPI will furnish a Crestron Connect It™ Cable Caddy w/120V outlet for installation in the existing conference table. Table core will be provided by owner. A Crestron Wireless Presentation System will be provided for the space. This will be installed in the back box. A small form-factor surge suppressor and power conditioner will be provided and installed in the back box to provide protection of the components. A Crestron transmitter will be installed under the table and a receiver will be installed in the backbox. This will provide a wired connection to the display. All control will be via the IR remote of the display. Because this is a public space, the IR remote will be tethered under the table with the cable run through the cubby. The remote will be on the table top. As this room is extremely small, the sound will be provided via the display speakers.

Source Devices:

- BYOD devices connected wirelessly
- BYOD devices connect via the Cable Cubby in the table top

Displays and Mounting:

- Samsung QB65R 65" display
- Chief wall mount, back box, padlock kit, and surge suppressor

Audio:

- Internal speakers of Display

Control:

- IR remote provided with display

Additional Hardware:

- Connectrac with accessories

Conference 132

DPI will install one (1) 75" Samsung display centered on the north wall of the conference room. A recessed back box will be provided by DPI and installed by owner's electrician thus assuring the installation meets ADA compliance. DPI will furnish and install 12' of ADA compliant Connectrac with a connection plate located under the table. The Connectrac product includes separate channel paths for signal and power. DPI will furnish a Crestron Connect It™ Cable Caddy w/120V outlet for installation in the existing conference table. Table core will be provided by owner. A Crestron Wireless Presentation System will be provided for the space. This will be installed in the back box. A small form-factor surge suppressor and power conditioner will be provided and installed in the back box to provide protection of the components. A Crestron transmitter will be installed under the table and a receiver will be installed in the backbox. This will provide a wired connection to the display. A sound bar will be installed at the display location. All control will be via the IR remote of the display.

Source Devices:

- BYOD devices connected wirelessly
- BYOD devices connect via the Cable Cubby in the table top

Displays and Mounting:

- Samsung QB75R 75" display
- Chief wall mount, back box, padlock kit, and surge suppressor



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Executive Summary

Audio:

- Crestron SarosSound Bar 200, powered

Control:

- IR remote provided with display

Additional Hardware:

- Connectrac with accessories

Multipurpose Room 109

This room is reconfigurable. DPI will furnish and install an 82" Samsung display in the space. A recessed back box will be provided by DPI and installed by owner's electrician thus assuring the installation meets ADA compliance. A small form-factor surge suppressor and power conditioner will be provided and installed in the back box to provide protection of the components. A floor-core located in the north of the room will be utilized for connection to the display for presentations. DPI will furnish and install a HDMI transmitter in the floor box and route it to a receiver behind the display. Control of the display will be via the supplied IR remote. As this room will be utilized by the public, the IR Remote will be tethered to the display mount and attached via Velcro to the display. A soundbar will be utilized for sound reinforcement in the space. No microphones are required.

Source Devices:

- BYOD devices connect via the transmitter in the floor box

Displays and Mounting:

- Samsung QE82R 82" display
- Chief wall mount, back box, padlock kit, and surge suppressor

Audio:

- Crestron SarosSound Bar 200, powered

Control:

- IR remote provided with display

Digital Design Lab 111

DPI will provide a Samsung 65" display for the space with mobile cart. The cart will include a shelf for convenience. DPI will tether the IR remote to the cart. The client has requested padlocks to secure the display to the cart. The display speakers will provide sound reinforcement in the space.

Source Devices:

- BYOD devices connected via HDMI cable directly to the display

Displays and Mounting:

- Samsung QB56R 65" display
- Newline Mobile Stand for Display with padlock kit

Audio:

- Internal speakers of display

Control:

- IR remote provided with display



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Executive Summary

Teen Lounge 113

The Teen Lounge will be designed as a gathering space. The client is providing Nintendo components for gaming. As the room has glass walls, and low ceilings, there is really no area in which a display can be mounted. DPI will provide a Samsung 65" display for the space with mobile cart. The cart will have a locking storage area with built-in rack and shelf. This will provide secure storage for the Nintendo components. DPI will provide a drawer for the cart. The client has requested padlocks to secure the display to the cart and DPI is providing the same. The cart includes integrated speakers and surge protector. DPI will tether the IR remote to the cart. Dimensions of the cart are 64" H x 48" W x 32" D. The cart is silver with a black tempered glass door.

Source Devices:

- BYOD devices connected via HDMI cable directly to the display
- Owner-furnished Nintendo gaming solution.

Displays and Mounting:

- Samsung QB56R 65" display
- AVTEQEIT-2100S mobile cart with padlock kit

Audio:

- Integrated into cart.

Control:

- IR remote provided with display, tethered to display.

C. System Description – Rooms/Systems having shared components

Children's Program Room 117

The Children's Program Room has a seating capacity of 24, but the children also sit on the floor which increases the number of participants. DPI will furnish and wall mount an 85" display on the south wall of the room. DPI will furnish a recessed back box for the display that will provide connectivity for the electrical connection to assure the installation meets ADA compliance. DPI will coordinate delivery of the back box to the owner to be installed by owner's electrician. A wall plate will be furnished and installed to the bottom right of the display at ADA height for HDMI connectivity. A wireless microphone system having an earset microphone will be furnished for the conference room. The receiver for the wireless system and local audio amplifier will be mounted into a 15 RU rack located in Storage 116 (IDF). A wall mount Crestron 7" Touch Panel will be furnished, installed, and programmed for room control. This will control room volume, microphone volume, and display on and off. The shared Digital Signal Processor in the AER will be connected to the remote Attrotech for audio mixing, volume, and mute control and paging. A distributed speaker system will be supplied and integrated in the space with local installed amplifier. The speaker system will be supported by the audio amplifier located in IDF rack in 116.. DPI will coordinate with owner's IT department to obtain all necessary IP addresses prior to set-up of control system.

Source Devices:

- BYOD devices having wired HDMI output
- Crestron wall plate/transmitter and receiver kit for HDMI

Displays and Mounting:

- Samsung QE82R 82" display
- Chief wall mount, back box, and padlock kit



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Executive Summary

Audio:

- Attrotech HDMI De-embder / pass thru, 2 channel line level I/O (Located in IDF rack in #116)
- QSC SPA2-60 250W, 70V two channel audio amplifier (Located in IDF rack in #116)
- 8 ea. QSC AC-C6T ceiling speakers; 70V, 110" conical coverage

Wireless Microphone:

- Single channel receiver (Located in IDF rack in #116)
- Body-pack transmitter with Headset Cardioid Condenser Microphone.
- Antenna Distribution System

Control:

- Wall mount 7" Crestron Display.

Additional Hardware:

- Wall mount with padlock kit
- Back Box and small form-factor surge suppressor
- Rack mount surge suppressor power conditioner (Located in IDF rack in #116)

Program Room 149

The Program Room has a seating capacity of 100. All present equipment is obsolete and will not be reutilized. The room is used for various events both by the public and staff. This includes trainings, presentations, receptions, and panel discussions. A new custom podium will be furnished for the space. The podium has an integrated rack that will house an owner-furnished PC and a new Blu-ray player. In addition, a cable-cubby will be installed in the podium. The cubby will provide an AC receptacle as well as a HDMI connection for owner-furnished laptops. All wiring from the podium will be routed to encoders and the output of the encoders will be routed through the existing floor core at the presenter location to the preconfigured switch in the AER. DPI will furnish a 21.5" display for use as a confidence monitor on the podium. The display will receive a signal from the AER via a decoder in the podium. DPI will ceiling-mount an owner-furnished projector in the space which will project to a new 161" diagonal fixed projection screen having a viewing surface of 79" x 140" installed on the front wall. The projector will receive a signal for the AER via a decoder at the projector.

DPI will install four (4) channels of wireless for the Program Room. One receiver will be paired with a headset microphone and body pack transmitter and one handheld microphone/transmitter. This will allow the presenter to choose either microphone. The other three receivers will be paired with handheld microphone/transmitters. The receivers will be housed in the AER rack. The antennas for the receivers will be combined and extended into the Program Room to increase reliability and prevent signal dropout. There will be one wired microphone for the podium. Volume control of individual microphones will be available on a set-up page of the control panel. The charging system for the microphones will be in the AER rack. DPI will install an Assistive Listening System in the AER rack to serve the Program Room. The antennas for the same will be extended into the room. DPI will furnish and install a distributed speaker system for the Program Room. The amplifier and DSP that will support the system are shared with the Children's Program Room and Paging Systems. Both units will be housed in the AER rack.

Control the system will be via a touch panel on the podium. DPI will provide a list of gear requiring IP addresses prior to beginning of the control programming to owner's IT department. A control processor will be installed in the AER to support control of all adjustments of the system available to the facilitator. This processor is shared with the systems in the Children's Program Room, Paging System, and Digital Signage System. A password protected page will also be available for use by qualified technical personnel. Controls include:

- Projector On/Off
- Source Select
- Microphone Select



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Executive Summary

- Volume Up/Down/Mute
- Room Volume Up/Down/Mute
- Blu-Ray Player transport controls

DPI will work with the owner on the panel layouts and submit sample pages for approval prior to commissioning the control system. DPI will coordinate with owner's IT department to obtain all necessary IP addresses prior to set-up of control system.

Podium:

- Sound-Craft Custom Podium, 36" wide, with; built in dashboard to house 7" touch panel, integrated rack, locking pivot doors, integrated Cable-Cubby with AC as well as wired HDMI cable, and folding shelf on presenter's left to provide an ADA compliant work space. Choice of laminate is to be determined.
- Samsung 21.5" display
- Crestron Cable Cubby
- SurgeX Surge Suppressor/Power Conditioner

Source Devices:

- BYOD devices having wired HDMI output connected to Cable Cubby.
- Crestron wall plate/transmitter and receiver kit for HDMI
- Owner-furnished PC
- Denon DN-500BDMKII Blu-Ray Player with RS232C control

Display System and Mounting:

- Owner-furnished Sony VPL-FHZ65 projector
- Chief ceiling-mount kit for projector
- Crestron NVX Decoder
- Draper Clarion fixed projection screen with Veltex frame; 161" diagonal, viewing surface 79" x 140".

Audio Processing and Speakers:

- QSC Core 110f (Shared DSP in AER rack)
- QSC CX-QN 4K8, 8 channel network amplifier in AER (two channels used for Program Room)
- 16 ea. JBL Control 47 H/C, high ceiling speakers, 75° coverage pattern, tapped at 30W each

Microphone System:

- Four single-channel wireless microphone receivers (in AER)
- 1 ea. Body-pack transmitter with Headset Cardioid Condenser Microphone.
- 4 ea. Handheld Microphone/Transmitters
- 1 ea. Shure SB-200-US microphone/battery charger with power supply allows daisy chain of up to 3 additional chargers
- 2 ea. Shure SB-200 chargers without power supply
- 1 ea. Antenna distribution system
- 1 ea. Sliding rack shelf for charging system

Assistive Listening System:

- Williams AVFM457 Pro, with 4 receivers, 4 earbuds, 2 neck-loops, and rack mount
- Antenna distribution system

Switching and Control System:

- Crestron Control Processor
- Crestron 7" touch panel
- Cisco SG350X-48P-K9-NA



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Executive Summary

Paging System:

DPI will furnish and install a Paging System for the building. A QSC wall-mounted paging station with gooseneck microphone and 16 programmable buttons will be mounted in the Page Room. A QSC Digital Signal Processor (DSP shared with Program Rooms) will be in the AER rack and will be programmed to allow zoned paging and all call for the library. A noise generator will also be included as a source to the Paging System. This will be used for sound masking. **This proposal includes one hundred QSC speakers distributed throughout the space. This number may be decreased or increased when the final Reflected Ceiling Plan (RCP) is submitted to DPI for review. If the plans are submitted prior to the contract being signed, this proposal will be revised and resubmitted. If the contract is signed prior to receipt of the plans, a change order will be submitted to the client in order to decrease or increase the number of speakers as needed in order to provide excellent speech intelligibility in all areas.** The system includes all necessary programming, installation, testing, and commissioning.

Core Devices for Paging System:

- QSC PS-1650G, wall mounted paging station.
- QSC Core 110f, Digital Signal Processor (shared with Program Rooms)
- RDL Pink and White noise generator

Amplifier and Speakers:

- QSC CX-Qn 4K8, 8 channel network amplifier
- 100 ea. QSC AC-C6T paging speakers, 6.5", two-way, low Z, includes mounting hardware.

DPI will furnish and install an equipment rack in Storage Area 148 to house all core components of the Program Rooms, the Paging System, and the Digital Signage System. This rack is called out as the AER throughout this proposal. The main components of the rack are as follows:

Rack Components:

- Middle Atlantic BGR-41SA-27 rack having outer dimensions of 27" D x 75 7/8" H x 23" W and rear door.
- Middle Atlantic CBS-BGR caster base (adds 1" to overall height)
- Drawer to hold accessories
- Vertical and horizontal power distribution
- SurgeX UPS-2000-OL, rack mounted UPS, 2 RU, 4-hour recharge

Digital Signage System:

DPI will furnish and install a Digital Signage System for the Library. The system will include six displays mounted in the locations designated on the Floor Plan, Revision Date 8/20/2019. DPI will include back boxes for each display to be installed by owner's electrician. Sources will be Key West Breeze players located in the AER. An owner-furnished Cable TV drop will be routed to distributed to the three players in order to allow embedding of the video signal in the template. In addition, the signal will be routed directly to an additional encoder. This will allow a channel to be selected and distributed as a full screen image to any or all the displays upon command. The quote includes three years of a Basic Software-as-a-Service (SaaS) Subscription for 1 year along with TotalCare technical support. SaaS will allow access of the software with a web browser. Content will be created by owner using the software. A Crestron NVX System including encoders and decoders routed through the network switch will be utilized for signal routing and distribution. Control of the displays and system routing will be via a 10.1" Crestron wall-mounted touch screen (location to be determined). DPI will work with the owner on the panel layouts and submit sample pages for approval prior to commissioning the control system. DPI will coordinate with owner's IT department to obtain all necessary IP addresses prior to set-up of control system.



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Executive Summary

Source Devices:

- 3 ea. Key West Breeze Player located in AER with owner-created content
- Owner-furnished cable TV drop in AER

Display System and Mounting:

- 6 ea. Samsung QB65R, 65" 4K Commercial Display
- 6 ea. Wall mount, back box, and padlock kit
- 6 ea. Small form factor surge suppressor

Video Routing:

- Cisco SG350X-48P-K9-NA (Shared switch in AER rack)
- 6 ea. Crestron DM-NVX decoders (1 behind each display)
- Contemporary Research HDTV Tuner (RS232 controlled)
- 1 ea. Crestron HD-DA4-4KZ-E, 1x4 HDMI distribution amplifier (in AER)
- 4 ea. Crestron DM-NVX encoders

Control:

- 1 ea. Crestron Control Processor located in AER (shared with Program Rooms and Paging System)
- 1 ea. Crestron wall-mount touch panel, 10.5" (location to be determined)

C. Exclusions

The following work is **not included** in our Scope of Work:

- Paging in the two outdoor areas of the building. This includes the outside seating area on the Northwest corner, and the deck off the south side of the building near the exit adjacent to the quiet reading area.
- Installation of back boxes at display locations. DPI will deliver back boxes to owner to be installed by owner's electrician. DPI will help coordinate proper locations for the same.
- All conduit, high voltage, wiring panels, breakers, relays, boxes receptacles. Note: The AER will require (2) 20A/120V 60Hz single phase power circuits.
- Network drops to/from MDF. These will be furnished by owner with coordination of DPI.
- Required IP addresses prior to beginning the control program. DPI will provide a list of required IP addresses to owner's IT department.
- Cable TV drop for Digital Signage System in AER rack.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

Construction Considerations

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by Data Projections. The costs associated with these modifications are not included in this proposal.



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Study Rooms 106, 107, 108				
Samsung	QB65R 65" 4K LED 350Nit 16/7 WiFi Tizen 4.0 Wifi Bluetooth HDMI 2.0 IP5X	\$1,161.25	3	\$3,483.75
CHIEF	RLF2 32"-52" UNIVERSAL FIXED MOUNT	\$79.09	3	\$237.27
CHIEF	PAC526 WALL ENC16X16MTI-DPRE INST	\$74.10	3	\$222.30
OFE	OFE OFE - CABLE PADLOCK KIT	\$0.00	3	\$0.00
SurgeX	SA82 Surge and Power Conditioner	\$263.80	3	\$791.40
CRESTRON	AM-200 AirMediaPresentation System 200	\$1,125.00	3	\$3,375.00
CRESTRON	AM-USB-WIFI AirMediaUSB Adapter with Wi-FiConnectivity	\$37.50	3	\$112.50
CRESTRON	MP-WP152-W Media Presentation Wall Plate - HDMI, White	\$75.00	3	\$225.00

Subtotal: \$8,447.22

Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Study Room 130				
Samsung	QB65R 65" 4K LED 350Nit 16/7 WiFi Tizen 4.0 Wifi Bluetooth HDMI 2.0 IP5X	\$1,161.25	1	\$1,161.25
CHIEF	RLF2 32"-52" UNIVERSAL FIXED MOUNT	\$79.09	1	\$79.09
CHIEF	PAC526 WALL ENC16X16MTI-DPRE INST	\$74.10	1	\$74.10
OFE	OFE OFE - CABLE PADLOCK KIT	\$0.00	1	\$0.00



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Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
SurgeX	SA82 Surge and Power Conditioner	\$263.80	1	\$263.80
CRESTRON	AM-200 AirMediaPresentation System 200	\$1,125.00	1	\$1,125.00
CRESTRON	AM-USB-WIFI AirMediaUSB Adapter with Wi-FiConnectivity	\$37.50	1	\$37.50
CRESTRON	HD-TX-101-C DM Lite HDMI over CATx -E Transmitter, Surface Mount	\$206.25	1	\$206.25
CRESTRON	HD-RX-101-C DM Lite HDMI over CATx -E Receiver, Surface Mount	\$206.25	1	\$206.25
CRESTRON	TT-100-B-T Crestron Connect It Cable Caddy w/120V Outlet, No Cables, Black Textured	\$187.50	1	\$187.50
Connectrac	ON-2.7-072-AL On-Floor (ON) wireway; 2.7; 72"; anodized aluminum	\$178.60	2	\$357.20
Connectrac	ON-2.7-EC-SV End ramps & wall base trim; 2.7 ON	\$21.80	1	\$21.80
Connectrac	PS-2.7-DP-288 RECP; 20A duplex; 288" conduit; 2.7 IN/ON/UN	\$323.49	1	\$323.49

Subtotal: \$4,043.23

Room 3 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Conference Room 132				
Samsung	QB75R 75"4K LED 350Nit 16/7 WiFi Tizen 4.0 Wifi Bluetooth HDMI 2.0 IP5X	\$2,323.75	1	\$2,323.75
CRESTRON	SAROS SB-200-P-B SarosSound Bar 200, Powered, Black	\$312.50	1	\$312.50
CHIEF	RXF2 40"-63" UNIVERSAL FIXED MOUNT	\$95.48	1	\$95.48



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Room 3 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
OFE	OFE OFE CABLE PADLOCK KIT	\$0.00	1	\$0.00
CHIEF	PAC526 WALL ENC16X16MTI-DPRE INST	\$74.10	1	\$74.10
SurgeX	SA82 Surge and Power Conditioner	\$263.80	1	\$263.80
CRESTRON	AM-200 AirMediaPresentation System 200	\$1,125.00	1	\$1,125.00
CRESTRON	AM-USB-WIFI AirMediaUSB Adapter with Wi-FiConnectivity	\$37.50	1	\$37.50
CRESTRON	HD-TX-101-C DM Lite HDMI over CATx -E Transmitter, Surface Mount	\$206.25	1	\$206.25
CRESTRON	HD-RX-101-C DM Lite HDMI over CATx -E Receiver, Surface Mount	\$206.25	1	\$206.25
CRESTRON	TT-100-B-T Crestron Connect It Cable Caddy w/120V Outlet, No Cables, Black Textured	\$187.50	1	\$187.50
Connectrac	ON-2.7-072-AL On-Floor (ON) wireway; 2.7; 72"; anodized aluminum	\$178.60	2	\$357.20
Connectrac	ON-2.7-EC-SV End ramps & wall base trim; 2.7 ON	\$21.80	1	\$21.80
Connectrac	PS-2.7-DP-288 RECP; 20A duplex; 288" conduit; 2.7 IN/ON/UN	\$323.49	1	\$323.49

Subtotal: \$5,534.62

Room 4 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Multi-Purpose Room 109				
Samsung	QE82R 82"4K UHD 3840x2160 LED LCD display 350 nits,Wi-Fi,bluetooth,Tizen 5.0	\$3,286.25	1	\$3,286.25



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Room 4 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
CRESTRON	SAROS SB-200-P-B SarosSound Bar 200, Powered, Black	\$312.50	1	\$312.50
CHIEF	RXF2 40"-63" UNIVERSAL FIXED MOUNT	\$95.48	1	\$95.48
CHIEF	FHB5147 HARDWARE KIT	\$9.26	1	\$9.26
OFE	OFE OFE - CABLE PADLOCK KIT	\$0.00	1	\$0.00
CHIEF	PAC526 WALL ENC16X16MTI-DPRE INST	\$74.10	1	\$74.10
SURGEX	SA82 Surge and Power Conditioner	\$263.80	1	\$263.80
CRESTRON	HD-TX-101-C DM Lite HDMI over CATx Transmitter, Wall Plate, Black Textured	\$237.50	1	\$237.50
CRESTRON	HD-RX-101-C DM Lite HDMI over CATx Receiver, Surface Mount	\$206.25	1	\$206.25

Subtotal: \$4,485.14

Room 5 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Digital Design Lab 111				
Samsung	QB65R 65" 4K LED 350Nit 16/7 WiFi Tizen 4.0 Wifi Bluetooth HDMI 2.0 IP5X	\$1,161.25	1	\$1,161.25
0.00	0.00 OFE CABLE PADLOCK KIT	\$0.00	1	\$0.00
NEWLINE	EPR8A50500 MOBILE STAND FOR 65, 75 86 -SQR AND 98 DISPLAYS.	\$998.69	1	\$998.69

Subtotal: \$2,159.94



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Room 6 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Teen Lounge 113				
Samsung	QB65R 65" 4K LED 350Nit 16/7 WiFi Tizen 4.0 Wifi Bluetooth HDMI 2.0 IP5X	\$1,161.25	1	\$1,161.25
AVTEQ	ELT-2100S Single display AV cart, supports display up to 80"	\$3,092.50	1	\$3,092.50
OFE	OFE OFE - CABLE PADLOCK KIT	\$0.00	1	\$0.00
Middle Atlantic	D4 4SP ANODIZED DRAWER	\$154.68	1	\$154.68
Subtotal:				\$4,408.43

Room 7 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Childrens Program Room 117				
Display				
Samsung	QE82R 82"4K UHD 3840x2160 LED LCD display 350 nits,Wi-Fi,bluetooth,Tizen 5.0	\$3,286.25	1	\$3,286.25
CHIEF	RXF2 40"-63" UNIVERSAL FIXED MOUNT	\$95.48	1	\$95.48
CHIEF	FHB5147 HARDWARE KIT	\$9.26	1	\$9.26
OFE	OFE OFE - CABLE PADLOCK KIT	\$0.00	1	\$0.00
CHIEF	PAC526 WALL ENC16X16MTI-DPRE INST	\$74.10	1	\$74.10
SURGEX	SA82 Surge and Power Conditioner	\$263.80	1	\$263.80
End User Input				
Attrotech	UNHX2D ATTERO TECH HDMI De-embedder, 2 line level inputs, 2 line leve outputs, HDMI I/O pass thru	\$811.25	1	\$811.25
Audio				



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Room 7 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
CHIEF MANUFACTURING	NS2F1520 15RU STACKABLE SKELETON RACK - IDF Rack Storage Room #116	\$204.08	1	\$204.08
SurgeX	SURSX1115R 01RU, 9 OUTLET, 15 A, W/REMOTE T 01RU, 9 OUTLET, 15 A, W/REMOTE	\$608.46	1	\$608.46
QSC	SPA2-60 1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 & 4, Bridged operation 200 watts into 8 & 4, and 250 watts into 70v and 100v / 100-240 VAC Operation.	\$437.50	1	\$437.50
Shure	QLXD4 Half-Rack, Single Channel Receiver	\$636.25	4	\$2,545.00
Shure	QLXD1 Bodypack Transmitter	\$336.25	1	\$336.25
Shure	SM35-TQG Headset Cardioid Condenser Mic with Snap-fit Windscreen and TA4F (TQG) Connector	\$100.00	1	\$100.00
Shure	UA8100 100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type	\$212.50	4	\$850.00
Shure	UA834WB In-line Antenna Amplifier for Remote-Mounting (470-902 MHz) Note: Requires UABias-US to use with BLX4R and SLX4 to use with single or passively combined BLX4R, SLX4, and QLXD	\$148.75	2	\$297.50



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Room 7 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Shure	UABiasT-US In-line Adapter, Supplies 12V DC bias Power over Coaxial BNC Cable, Includes PS24US, For use with UA834WB Antenna Amplifier, UA864US Wall Mount Antenna, UA874US Active Directional Antenna	\$68.75	2	\$137.50
Shure	UA864US Wall/Ceiling Mountable and Paintable Antenna OR Wall-Mounted Wideband Antenna, Requires UABiasT with Single or Passively Combined QLXD and SLX Receivers (470-698 MHz)	\$373.75	2	\$747.50
QSC	AC-C6T 6.5" Two-way ceiling speaker, 70/100V transformer with 8? bypass, 110conical coverage, includes C-ring and rails for blind mount installation. Priced individually but must be purchased in pairs.	\$100.00	8	\$800.00
Control				
CRESTRON	TSW-760-B-S 7 in. Touch Screen	\$875.00	1	\$875.00
	POE29U-1AT POE INJECTOR POE INJECTOR	\$90.00	1	\$90.00
Crestron	CEN-SW-POE-5 5-Port PoE Switch	\$250.00	1	\$250.00
Crestron	RMC3 3-Series Room Media Controller	\$625.00	1	\$625.00

Subtotal: \$13,443.93

Room 8 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Program Room 149				



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Room 8 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Podium Rack				
Sound Craft	Z061719-1 Classic Lectern 36"W, high pressure laminate Wilsonart Asian Night 7949K-18, folding side shelf ADA height, Pocket pivot doors with lock, keyboard drawer, 13RU rack, cooling fan	\$4,112.50	1	\$4,112.50
SurgeX	SURSX1115R 01RU, 9 OUTLET, 15 A, W/REMOTE T 01RU, 9 OUTLET, 15 A, W/REMOTE	\$608.46	1	\$608.46
CRESTRON	TT-100-B-T Crestron Connect It Cable Caddy w/120V Outlet, No Cables, Black Textured	\$187.50	1	\$187.50
SAMSUNG	S22E450B S22E450B/21.5INCH/LED/1920 X1080/250CD/M2/ DVI, VGA WITH DVI AND VGA CABLE ONLY	\$152.16	1	\$152.16
CRESTRON	DM-NVX-350 DM NVX 4K60 4:4:4 HDR Network AV Decoder	\$843.75	1	\$843.75
Projection				
OFE	OFE Owner Furnished VPL-FHZ65 Projector	\$0.00	1	\$0.00
CHIEF	CMA100W CMA-100 COLUMN/FLAT CEILING MT	\$130.39	1	\$130.39
CHIEF	RPAUW UNIVERSAL RPA WHITE	\$156.75	1	\$156.75
CRESTRON	DM-NVX-350 DM NVX 4K60 4:4:4 HDR Network AV Decoder	\$843.75	1	\$843.75
Draper	252290 Clarion with Veltex, 161", HDTV, Matt White XT1000V	\$1,716.25	1	\$1,716.25
End User Input				
OFE	OFE Owner Furnished Computer	\$0.00	1	\$0.00



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Room 8 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Aux	Aux Aux HDMI In Cable Cubby	\$0.00	1	\$0.00
Denon	DN- BluRay DVD CD/SD/USB Player 500BDMKII	\$460.52	1	\$460.52
CRESTRON	DM-NVX- DM NVX 4K60 4:4:4 HDR 350 Network AV Encoder	\$843.75	2	\$1,687.50
Switching and Control				
CRESTRON	CP3N 3-Series Control System	\$1,625.00	1	\$1,625.00
CRESTRON	TSW-760-B-S 7 in. Touch Screen, Black Smooth	\$875.00	1	\$875.00
Cisco Systems	SG350X-48P- CISCO SG350X-48P 48-PORT K9-NA GIGABIT POE STA	\$2,277.44	1	\$2,277.44
Microphones				
Shure	MX418/C Cardioid-18" Gooseneck Condenser Microphone, Attached Preamplifier with XLR, Shock Mount, Flange Mount, Snap-Fit Foam WindscreenOptional Desktop Base with 10' Cable: A412B. See section Microphone Stands and Related Items.	\$206.25	1	\$206.25
Shure	QLXD4 Half-Rack, Single Channel Receiver	\$636.25	4	\$2,545.00
Shure	QLXD2/B58 Handheld Transmitter with BETA58A Microphone	\$418.75	4	\$1,675.00
Shure	QLXD1 Bodypack Transmitter	\$336.25	1	\$336.25
Shure	SM35-TQG Headset Cardioid Condenser Mic with Snap-fit Windscreen and TA4F (TQG) Connector	\$100.00	1	\$100.00



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Room 8 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Shure	SBC200-US Dual Docking Charger (with power supply) for SB900, P9RA, P10R, QLXD1, QLXD2, ULXD1, ULXD2	\$218.75	1	\$218.75
Shure	SBC200 Dual Docking Charger (no power supply) for SB900, P9RA, P10R, QLXD1, QLXD2, ULXD1, ULXD2	\$160.00	2	\$320.00
Middle Atlantic	SS SLIDING SHELF	\$123.62	1	\$123.62
Shure	UA844+SWB /LC Wideband UHF (470-952 MHz) Five-Way Active Antenna Splitter and Power Distribution System, external power supply. For QLX- D, ULX, ULX-D, SLX, and BLX (BLX4R only) receivers.Excludes antenna cables and locking power cables.	\$411.25	1	\$411.25
Shure	UA8100 100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type	\$212.50	2	\$425.00
Shure	UA864US Wall/Ceiling Mountable and Paintable Antenna OR Wall-Mounted Wideband Antenna, Requires UABiasT with Single or Passively Combined QLXD and SLX Receivers (470-698 MHz)	\$373.75	2	\$747.50
Assisted Listening System				



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Room 8 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
William AV	FM 457 PRO Large-area FM assistive listening system with (4) PPA R37N receivers. Features coaxial cable and rack panel kit for professional installation. System includes: (1) PPA T45 transmitter, (4) PPA R37N receivers, (4) EAR 022 surround earphones, (2) NKL 001	\$1,405.62	1	\$1,405.62
William AV	ANT 005 Remote coaxial antenna for use with large-area FM transmitters. RG-59 with F-connector	\$83.69	1	\$83.69
Audio Processing and Speakers				
JBL	CONTROL 47HC PREMIUM HIGH-CEILING COAX w/ 6.5"	\$252.00	16	\$4,032.00

Subtotal: \$28,306.90

Room 9 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Paging System				
Equipment Rack				
Middle Atlantic	BGR-41SA-27 41SP/27D STAND ALONE BGR	\$987.85	1	\$987.85
Middle Atlantic	CBS-BGR BGR CASTER KIT W/HWARE	\$136.85	1	\$136.85
Middle Atlantic	PD-2420SC-NS 24OUTLET,1X20A CIRC.,CORD	\$131.10	1	\$131.10
Middle Atlantic	D4 4SP ANODIZED DRAWER	\$154.68	1	\$154.68
SurgeX	SX-DS-158 Comprehensive Protection 15A/120V 8 Out	\$164.06	2	\$328.12



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Room 9 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
SurgeX	UPS-2000-OL SurgeX 2000VA Tower/Rack Mountable UPS - 2U Rack/Tower - 4 Hour Recharge - 7 Minute Stand-by - 120 V AC Input - 1 x NEMA L5-20R, 4 x NEMA 5-20R	\$1,913.75	1	\$1,913.75
Paging System				
QSC	PS-1650G Q-SYS 16-Button Command Code (A-P) Wall Mounted Page Station; Gooseneck (G) Microphone.	\$2,250.00	1	\$2,250.00
QSC	CORE 110f Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	\$2,500.00	1	\$2,500.00
QSC	AC-C6T 6.5" Two-way ceiling speaker, 70/100V transformer with 8? bypass, 110conical coverage, includes C-ring and rails for blind mount installation.	\$100.00	100	\$10,000.00
QSC	CX-Qn 4K8 8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, No Analog input, 100-240v.	\$3,500.00	1	\$3,500.00

Subtotal: \$21,902.35

Room 10 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Digital Signage				
Samsung	QB65R 65" 4K LED 350Nit 16/7 WiFi Tizen 4.0 Wifi Bluetooth HDMI 2.0 IP5X	\$1,161.25	6	\$6,967.50



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Room 10 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
CHIEF	RLF2 32"-52" UNIVERSAL FIXED MOUNT	\$79.09	6	\$474.54
CHIEF	PAC526 WALL ENC16X16MTI-DPRE INST	\$74.10	6	\$444.60
SurgeX	SA82 Surge and Power Conditioner	\$263.80	6	\$1,582.80
OFE	OFE OFE - CABLE PADLOCK KIT	\$0.00	6	\$0.00
CRESTRON	DM-NVX-350 DM NVX 4K60 4:4:4 HDR Network AV Decoder	\$843.75	6	\$5,062.50
Sources				
Key West	BRZ-301 Small footprint (6.49" x 4.66" x 1.06"), fanless, solidstate, Android 5.1 media player. 4GB RAM, 32GB Storage, and HDMI 2.0 input with CEC. Wall mount bracket included. Bundled with Breeze 3.0 player software. Resolution, Up to 3840 x 2160 @ 60fps & HDMI	\$651.25	3	\$1,953.75
Key West	BRZ-SLA-B Basic SaaS Subscription for 1 Year, TotalCARE technical support, HelpDesk tickets and emails support only (72 hour response). Software maintenance, 1 year hardware warranty (non-extendable) private domain hosting on the Breeze Cloud. Breeze player of your	\$182.50	9	\$1,642.50
CRESTRON	DM-NVX-350 DM NVX 4K60 4:4:4 HDR Network AV Encoder	\$843.75	4	\$3,375.00
Contemporary	232-ATSC-4K HDTV Tuner	\$937.50	1	\$937.50
CRESTRON	HD-DA4-4KZ 1:4 HDMIDistribution Amplifier w/4K60 4:4:4 & HDR Support	\$343.75	1	\$343.75



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Room 10 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Control				
CRESTRON	TSW-1060-B 10.1 in. Touch Screen, Black -S Smooth	\$1,500.00	1	\$1,500.00

Subtotal: \$24,284.44

Room 1 Services

Product Details	Ext. Price
Installation Labor	\$23,700.00
Design/Engineering	\$4,800.00
Project Management	\$8,000.00
Programming Labor	\$7,000.00
TRAINING - FULL DAY	\$2,000.00

Subtotal: \$45,500.00

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$6,435.90

Subtotal: \$6,435.90

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance - 1 Year Silver	\$7,020.97

Subtotal: \$7,020.97



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Town of Flower Mound-Library AV Systems-TIPS Contract 17001

Prepared by:

Dallas

Michael Creamer

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Prepared for:

Town of Flower Mound

1001 Cross Timbers Road

Flower Mound, TX 75028

Jeff Garner

(972) 874-6064

Jeff.garner@flower-mound.com

Quote Information:

Quote #: 004836

Version: 2

Delivery Date: 02/07/2020

Expiration Date: 02/10/2020

Quote Summary

Description	Amount
Room 1 - Hardware	\$8,447.22
Room 2 - Hardware	\$4,043.23
Room 3 - Hardware	\$5,534.62
Room 4 - Hardware	\$4,485.14
Room 5 - Hardware	\$2,159.94
Room 6 - Hardware	\$4,408.43
Room 7 - Hardware	\$13,443.93
Room 8 - Hardware	\$28,306.90
Room 9 - Hardware	\$21,902.35
Room 10 - Hardware	\$24,284.44
Room 1 Services	\$45,500.00
Miscellaneous Materials	\$6,435.90
Service & Maintenance	\$7,020.97

Subtotal: \$175,973.07

Shipping: \$3,510.50

Total: \$179,483.57

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$179,483.57



Maintenance Agreement

The Maintenance Agreement for Audio/Visual Presentation Systems

Our Silver Maintenance Program minimizes risk and solves service issues quickly and efficiently to provide our clients with optimal usage of their audio/visual solution without extended delay. As an authorized reseller and service center for many manufacturers, Data Projections has built an infrastructure of qualified and experienced service technicians. Our technicians receive a series of audio/visual industry certifications and intensive manufacturer training to obtain product knowledge and provide exceptional service.

On-Site Technical Response

Data Projections will request preliminary diagnostic information from the client related to the service request prior to a technician being dispatched to a client's facility. If the issue is unresolved, a technical representative will arrive within twelve business hours of the call to assess the issue(s) with the A/V solution.

Remote Technical Assistance

Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email DPIServiceTeam@dataprotections.com Monday through Friday 8:00 AM-5:00 PM. Messages left after hours will be returned by 10:00 am on the following business day.

Shipping

Data Projections will provide any UPS ground shipping associated with the return of A/V product to the manufacturer repair center. Crating or special packaging required for the return of products will be included at no additional charge to the client.

Manufacturer Warranties

Data Projections will process all manufacturer warranty claims per manufacturer limited warranty agreements. Data Projections will cover the cost associated with the submission and return of any equipment requiring repair under the agreement.

Data Projections is not responsible for the cost of parts and labor associated with the repair of equipment unless manufacturer warranty supplies reimbursement of said repairs to Data Projections in full. Parts and labor required for repairs are the responsibility of the client, but will be discounted 35% from published pricing. All after-hour, weekend and holiday service charges are billed at time and a half. The maintenance program shall commence on the first day of system completion or customer use, whichever is earlier, and continue for one full year. Any client outside of a 50 mile radius from the nearest Data Projections location will require adjustment to the above on-site technical response time, depending on travel requirements.

www.dataprojections.com/ 1.866.CALL.DPI

Austin – Dallas – Houston – San Antonio.

Training

Data Projections will provide an additional training overview session during the agreement period upon request from the client. The session can be used to refresh existing skills, train new employees or help you achieve maximum performance of your A/V system.

Troubleshooting

If it is determined that the client network is causing the issue, our technicians will troubleshoot and work directly with the client's IT department or the IP/ISDN network provider to help resolve any issues. All reasonable efforts will be made to ensure video quality and reliability are upheld.

Plus Package

Any owner furnished equipment (OFE) integrated with a new Data Projections installation that requires manufacturer warranty support will require an additional administrative fee on top of the normal maintenance agreement price. Non-warranty repair fees and shipping are the responsibility of the client.

Simply
Connected.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 17, 2020

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of the 2020 US Army Corps of Engineer (USACE) Solicitation No. W9126G20Q0033 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine, and to execute same.

BACKGROUND INFORMATION: After discussion between representatives of the USACE and Town staff, a Cooperative Agreement for this year was reached. The Cooperative Agreement will allow off-duty Police Officers to provide police services for Murrell Park and Knob Hill Trail Head at Lake Grapevine on Fridays, Saturdays, Sundays, and holidays. The additional patrol of the parks provides citizens using the park a safer environment.

The USACE Cooperative Agreement this year includes:

Period Covered	Weekend Hours	Holidays	Total Hours
Friday, May 8, 2020 through Sunday, September 13, 2020	• 8 hours on Fridays (1500-2330) • 10 hours on Saturdays (1300-2330) • 8 hours on Sundays (1500-2330)	• Memorial Day • July 4th • Labor Day	514

The USACE will reimburse the Flower Mound Police Department a total contract price of \$43,566.64, which is \$84.76 per hour.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Not sign the solicitation for contract in which case the USACE would not reimburse the Town for expense of police officer response to any incident on USACE property.

FISCAL IMPACT: \$0 due to revenue offsetting expenditures

Proposed Expenditure/(Revenue):	Account Number(s):
\$ (43,566.64)	100-4605
\$ 43,566.64	100- various expense accounts

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

LEGAL REVIEW: George Staples of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the solicitation/contract as to form and legality.

ATTACHMENTS:

- 1) Cover Letter and Solicitation/Contract
- 2) Contract Cost Proposal

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



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

CESWF-CT

2 January 2020

Captain Kendall Leonard
Flower Mound Police Department
4150 Kirkpatrick Lane
Flower Mound, TX 75028

Dear Captain Leonard,

Attached is Solicitation No. W9126G20Q0033 for the requirement of police services for the project, FY20 Contract for Increased Law Enforcement for that part of Grapevine Lake lying within Flower Mound, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **12:00 P.M. CST, on Monday, 2 March 2020**. Please submit your quote via email to Matthew S. Dickson, matthew.s.dickson@usace.army.mil

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Matthew S. Dickson, Contract Specialist at 817-886-1110.

The quote will be used for contract award if determined to be fair and reasonable. By submitting a quote, you agree that the proposed price is final and will accept contract award unilaterally, provided that the contract is for the exact amount of the quote.

Only a warranted Contracting Officer or Administrative Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer or ACO attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

Sincerely,

Matthew S. Dickson

Matthew S. Dickson
Contract Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G20Q0033	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MATTHEW S DICKSON				b. TELEPHONE NUMBER (No Collect Calls) 817 886 1110	
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 922120 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
						14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED							
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☐ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER Steve Dixon, Mayor		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
☐ PARTIAL ☐ FINAL				36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS	

TOTAL Misc Cost \$_____

CONTRACT SUMMARY:

Labor Cost per Man-Hour	\$_____
Vehicle Cost per Hour	\$_____
Misc Cost per Hour	\$_____
TOTAL COST/HOUR	\$_____
X Total Hours	x 514
TOTAL CONTRACT PRICE	\$_____

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Town of Flower Mound Grapevine Lake 2020

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Town of Flower Mound Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for parts of Grapevine Lake Reservoir lying within the Town of Flower Mound for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Murrell Park, Knob Hills Trailhead Access and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Town of Flower Mound limits. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. This contract does not include or reimburse for services and patrol activities in Twin Coves Park, Cross Timbers Trailhead Access or any other areas on Corps property currently administered, operated or maintained by the Town of Flower Mound.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 8 May through 13 September, 2020, for a total of 514 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 8 May 2020 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays as well as on a Federal recognized holidays (see Appendices A,B and C).

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Example, Appendix D). The contractor will prepare a Daily Law Enforcement Log originated and provided by the contractor. The Daily Law Enforcement Log will be completed daily and submitted weekly at the close of each weekend shift, to the Corps of Engineers representative listed in Technical Exhibit 2 of this plan. **Any drowning or serious incidents in these areas will be reported to the Corps of Engineers immediately, through the Lake Office, or directly to Park Rangers on duty.** The Corps will provide an after-hours telephone contact sheet to the Town's dispatch office to facilitate such notification. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A,B and C).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Denton County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.7.1 AT Level 1 Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected employee and subcontractor employee, to the COR or to the contracting officers (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website: <http://jko.jten.mil/courses/at1/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

1.4.7.2 General Protection/Security Policy and Procedures:

1.4.7.2.1 All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.4.7.2.2 Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure

all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor by the Government shall NOT be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

- (a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.8 Special Qualifications: All Contractor personnel shall be certified and licensed Texas Peace Officers. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Quality Assurance(QA) Point of Contact(POC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Kenneth Myers, Lake Manger, Grapevine Lake; Alternate: John Mathney, Lead Ranger, Grapevine Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms normally worn by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Invoicing: Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. Invoices shall be submitted to the Corps QA POC and Finance and Accounting on or before the 5th of every month for services rendered the previous month. Invoices can be sent via Mail, Fax, or Email.

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General : The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1**Performance Requirements Summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. (Paragraph 1.1)	The contractor provided visible presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries and Daily Law Enforcement Logs turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. (Paragraph 1.4.13)	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center	Hard Copy or FAX or Email	1. US Army Corps of Engineers Grapevine Lake 110 Fairway Drive Grapevine Texas ATTN: John Mathney John.l.mathney@usace.army.mil 2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX: 901/874-8533
Daily Enforcement Action Summaries (Paragraph 1.4.2)	To Corps with monthly invoice		Same as above	USACE Grapevine Lake Attn: John Mathney John.l.mathney@usace.army.mil
Daily Law Enforcement Log (Paragraph 1.4.2)	To Corps weekly following each weekend shift		Same as above	USACE Grapevine Lake Attn: John Mathney John.l.mathney@usace.army.mil

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE 2020

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1500-2330	8	1	1
SATURDAY	1300-2330	10	1	1
SUNDAY	1500-2330	8	1	1
Holidays:				
MAY 25th	1130-2200	10	1	1
Memorial Day				
JULY 4 th	1330-2400	10	1	1
Independence Day				
SEPTEMBER 7th	1130-2200	10	1	1
Labor Day				

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. **Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours specified in the Contract be exceeded.**

Contract begins on 8 May, 2020, **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later**, with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 13 September, 2020 to complete the agreement. Only holidays within this contract will be included in this agreement.

PERFORMANCE WORK STATEMENT**APPENDIX B**

2020

HOURS BY MONTH

Hours: Fridays & Sundays 8 hours each
 Saturdays 10 hours each
 Holidays 10 hours each

Shift Day	Hours	Days	Total
Fridays	8	19	152
Saturdays	10	18	180
Sundays	8	19	152
Memorial Day 27 May	10	1	10
Independence Day 4 July	10	1	10
Labor Day 7 Sept	10	1	10
Grand Total			514

Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	8	10	8	10	
May	32	40	32	10	114
June	32	40	32	0	104
July	40	30	32	10	112
August	32	50	40	0	122
September	16	20	16	10	62
Total Hours					514

PERFORMANCE WORK STATEMENT

APPENDIX C

2020

SCHEDULE OF DAYS WORKED BY MONTH

59 Days total

MAY: 8-10, 15-17, 22-25 (Includes Memorial Holiday), 29-31 = **13 days**

JUNE: 5-7, 12-14, 19-21, 26-28 = **12 days**

JULY: 3-5 (Includes Independence Day), 10-12, 17-19, 24-26 & 31 = **13 days**

AUGUST: 1,2, 7-9, 14-16, 21-23, 28-30 = **14 days**

SEPTEMBER: 4-7 (includes Labor Day, 11-13 = **7 days**

Appendix D

DAILY ENF ORCEMENT ACTION SUMMARY

OPERATING AGENCY: Flower Mound Police Department

PROJECT: Grapevine Lake

OFFICERS NAME: _____ DATE: _____

TIME STARTED: _____ TIME ENDED: _____ TOTAL HOURS: _____

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

OFFENCE TITLE	Murrell Park				NOTES
Vehicles	A	C	W	V	
Parking					
Speeding					
Reckless					
State Req.					
DWI					
Other					
TOTALS					
Conduct					
Loud/Unruly					
Pubic Intox					
Cont Subst.					
Minor Poss.					
Theft					
Vandal					
Litter					
Weapons					
Assault					
Other					
TOTALS					

*** For all arrests and evictions include details on back ***

Officer Number: _____ Date: _____ Signature: _____

Increased Law Enforcement Patrol Map

Grapevine Lake - Murrell Park



1,500 750 0 1,500 Feet

Legend

 Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



US Army Corps of Engineers
Fort Worth District

Increased Law Enforcement Patrol Map Grapevine Lake - Knob Hills Trail Head



520 260 0 520 Feet

Legend

Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



**US Army Corps
of Engineers**
Fort Worth District

Section SF 1449 - CONTINUATION SHEET

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAY-2020 TO 30-SEP-2020	N/A	N/A FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	Funded Amt:	
	FY20 Increased Law Enforcement FY20 Contract for Increased Law Enforcement (CILE) at for that part of Grapevine Lake lying within Flower Mound, TX for the purposes of enforcement of State and local criminal and civil laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement.				NAICS CD: 922120 , FSC CD: R499

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014

52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (☐) is, (☐) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (☐) is, (☐) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (☐) is, (☐) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, (☐) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, (☐) is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (☐) has, (☐) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (☐) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not

report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had

no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - ____ .
 TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:
____ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse

related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

xx (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Aug 2018) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2019) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

____ (ii) Alternate I (Feb 1999) of 52.222-26.

____ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

____ (ii) Alternate I (July 2014) of 52.222-35.

XX (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

____ (ii) Alternate I (July 2014) of 52.222-36.

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-16.
- ____ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- XX** (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I (May 2014) of 52.225-3.
- ____ (iii) Alternate II (May 2014) of 52.225-3.
- ____ (iv) Alternate III (May 2014) of 52.225-3.
- ____ (48) 52.225-5, Trade Agreements (Oct 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX** (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- ____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

____ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

XX (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XX (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) ____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

- ____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code **922120**- assigned to contract number **TBD**.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage	Fringe Benefits
Police Officer	\$30.01	\$4.22

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DAFRS** (48 CFR Chapter **2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5227
Daniel W. Simms	Division of	Revision No.: 9
Director	Wage Determinations	Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Collin Dallas Denton Ellis Hunt Kaufman Rockwall

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.84
01020 - Administrative Assistant		29.11
01035 - Court Reporter		18.67
01041 - Customer Service Representative I		13.64
01042 - Customer Service Representative II		15.33
01043 - Customer Service Representative III		16.73
01051 - Data Entry Operator I		13.54
01052 - Data Entry Operator II		14.77
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		15.62
01090 - Duplicating Machine Operator		15.62
01111 - General Clerk I		13.45
01112 - General Clerk II		14.68
01113 - General Clerk III		16.47
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		14.29
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		22.98
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38

01313 - Secretary III	21.60
01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	29.11
01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	13.60
01531 - Travel Clerk I	15.19
01532 - Travel Clerk II	16.37
01533 - Travel Clerk III	17.52
01611 - Word Processor I	14.86
01612 - Word Processor II	16.67
01613 - Word Processor III	18.66
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.70
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.16
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	13.78
05400 - Transmission Repair Specialist	22.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.15
07041 - Cook I	12.51
07042 - Cook II	14.36
07070 - Dishwasher	10.05
07130 - Food Service Worker	10.80
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	10.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.85
09040 - Furniture Handler	10.24
09080 - Furniture Refinisher	15.32
09090 - Furniture Refinisher Helper	12.02
09110 - Furniture Repairer Minor	13.78
09130 - Upholsterer	16.53
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.11
11060 - Elevator Operator	11.11
11090 - Gardener	17.82
11122 - Housekeeping Aide	11.63
11150 - Janitor	11.63
11210 - Laborer Grounds Maintenance	13.26
11240 - Maid or Houseman	10.63
11260 - Pruner	11.72
11270 - Tractor Operator	16.30
11330 - Trail Maintenance Worker	13.26
11360 - Window Cleaner	13.16
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	20.99
12012 - Certified Occupational Therapist Assistant	35.61
12015 - Certified Physical Therapist Assistant	35.12
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	38.30
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40

12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	18.75
12072 - Licensed Practical Nurse II	20.99
12073 - Licensed Practical Nurse III	23.39
12100 - Medical Assistant	16.14
12130 - Medical Laboratory Technician	23.25
12160 - Medical Record Clerk	18.40
12190 - Medical Record Technician	20.58
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	38.80
12221 - Nursing Assistant I	12.72
12222 - Nursing Assistant II	14.30
12223 - Nursing Assistant III	15.60
12224 - Nursing Assistant IV	17.51
12235 - Optical Dispenser	18.59
12236 - Optical Technician	16.06
12250 - Pharmacy Technician	15.72
12280 - Phlebotomist	16.07
12305 - Radiologic Technologist	28.90
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	26.00
12320 - Substance Abuse Treatment Counselor	21.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13090 - Technical Order Library Clerk	16.77
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.67
14042 - Computer Operator II	18.64
14043 - Computer Operator III	20.79
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.67

14160 - Personal Computer Support Technician	24.67
14170 - System Support Specialist	39.80
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	46.09
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	34.30
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	25.28
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.54
15086 - Maintenance Test Pilot Rotary Wing	44.54
15088 - Non-Maintenance Test/Co-Pilot	44.54
15090 - Technical Instructor	26.98
15095 - Technical Instructor/Course Developer	33.00
15110 - Test Proctor	21.78
15120 - Tutor	21.78
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.37
16030 - Counter Attendant	10.37
16040 - Dry Cleaner	13.32
16070 - Finisher Flatwork Machine	10.37
16090 - Presser Hand	10.37
16110 - Presser Machine Drycleaning	10.37
16130 - Presser Machine Shirts	10.37
16160 - Presser Machine Wearing Apparel Laundry	10.37
16190 - Sewing Machine Operator	14.13
16220 - Tailor	15.19
16250 - Washer Machine	11.40
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.77
21030 - Material Coordinator	22.98
21040 - Material Expediter	22.98
21050 - Material Handling Laborer	13.91
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.77
21110 - Shipping Packer	15.10
21130 - Shipping/Receiving Clerk	15.10
21140 - Store Worker I	12.14
21150 - Stock Clerk	17.60
21210 - Tools And Parts Attendant	15.77
21410 - Warehouse Specialist	15.77
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.75
23019 - Aircraft Logs and Records Technician	28.20
23021 - Aircraft Mechanic I	33.16
23022 - Aircraft Mechanic II	34.75
23023 - Aircraft Mechanic III	36.38
23040 - Aircraft Mechanic Helper	23.77
23050 - Aircraft Painter	31.43
23060 - Aircraft Servicer	28.20
23070 - Aircraft Survival Flight Equipment Technician	31.43
23080 - Aircraft Worker	29.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.82
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.16
23110 - Appliance Mechanic	19.20
23120 - Bicycle Repairer	17.50
23125 - Cable Splicer	27.55

23130 - Carpenter Maintenance	18.47
23140 - Carpet Layer	19.04
23160 - Electrician Maintenance	22.21
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	22.21
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	17.50
23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	16.71
23370 - General Maintenance Worker	18.92
23380 - Ground Support Equipment Mechanic	33.16
23381 - Ground Support Equipment Servicer	28.20
23382 - Ground Support Equipment Worker	29.82
23391 - Gunsmith I	17.50
23392 - Gunsmith II	20.09
23393 - Gunsmith III	22.32
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.55
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.63
23430 - Heavy Equipment Mechanic	23.24
23440 - Heavy Equipment Operator	19.01
23460 - Instrument Mechanic	24.76
23465 - Laboratory/Shelter Mechanic	21.18
23470 - Laborer	13.91
23510 - Locksmith	22.46
23530 - Machinery Maintenance Mechanic	23.50
23550 - Machinist Maintenance	19.83
23580 - Maintenance Trades Helper	15.40
23591 - Metrology Technician I	24.76
23592 - Metrology Technician II	25.95
23593 - Metrology Technician III	27.16
23640 - Millwright	24.70
23710 - Office Appliance Repairer	18.66
23760 - Painter Maintenance	16.85
23790 - Pipefitter Maintenance	25.42
23810 - Plumber Maintenance	24.13
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	24.54
23870 - Scale Mechanic	20.09
23890 - Sheet-Metal Worker Maintenance	18.28
23910 - Small Engine Mechanic	19.51
23931 - Telecommunications Mechanic I	24.85
23932 - Telecommunications Mechanic II	26.04
23950 - Telephone Lineman	23.54
23960 - Welder Combination Maintenance	18.51
23965 - Well Driller	21.63
23970 - Woodcraft Worker	22.32
23980 - Woodworker	17.50
24000 - Personal Needs Occupations	
24550 - Case Manager	18.02
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.36
24620 - Family Readiness And Support Services Coordinator	18.02
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.21
25040 - Sewage Plant Operator	19.67
25070 - Stationary Engineer	25.21

25190 - Ventilation Equipment Tender	17.61
25210 - Water Treatment Plant Operator	19.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.61
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	22.01
27010 - Court Security Officer	24.71
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	22.01
27070 - Firefighter	26.98
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	30.01
27132 - Police Officer II	33.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.35
28042 - Carnival Equipment Repairer	14.60
28043 - Carnival Worker	9.60
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.53
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.29
29020 - Hatch Tender	25.29
29030 - Line Handler	25.29
29041 - Stevedore I	23.92
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.64
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.72
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.63
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	26.02
30052 - Cryogenic Technician II	28.75
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	23.50
30210 - Laboratory Technician	23.35
30221 - Latent Fingerprint Technician I	24.33
30222 - Latent Fingerprint Technician II	26.88
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	28.75

30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	28.75
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	26.47
30492 - Unexploded Ordnance (UXO) Technician II	32.02
30493 - Unexploded Ordnance (UXO) Technician III	38.38
30494 - Unexploded (UXO) Safety Escort	26.47
30495 - Unexploded (UXO) Sweep Personnel	26.47
30501 - Weather Forecaster I	26.02
30502 - Weather Forecaster II	31.66
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.97
30621 - Weather Observer Senior	(see 2) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.02
31020 - Bus Aide	13.22
31030 - Bus Driver	19.30
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	10.29
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	12.44
31361 - Truckdriver Light	18.09
31362 - Truckdriver Medium	19.69
31363 - Truckdriver Heavy	21.49
31364 - Truckdriver Tractor-Trailer	21.49
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.61
99030 - Cashier	10.44
99050 - Desk Clerk	11.24
99095 - Embalmer	24.05
99130 - Flight Follower	26.47
99251 - Laboratory Animal Caretaker I	13.11
99252 - Laboratory Animal Caretaker II	14.34
99260 - Marketing Analyst	36.10
99310 - Mortician	24.05
99410 - Pest Controller	20.88
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	19.52
99711 - Recycling Specialist	23.99
99730 - Refuse Collector	17.25
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	10.80
99830 - Survey Party Chief	26.55
99831 - Surveying Aide	15.91
99832 - Surveying Technician	20.38
99840 - Vending Machine Attendant	15.50
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	15.46

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1

2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c) (1))."

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
GRAPEVINE LAKE, 2020
FLOWER MOUND POLICE DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary Analysis for 2020 lake patrol based on average overtime rates of all patrol officers, sergeants and lieutenants projected to perform work on this contract, 514 hours

Average Overtime Rate			Per Hour
Salary:	\$60.79	avg. hourly	\$60.79
FICA:	7.65%		\$4.65
Retirement:	10.91%		\$6.63
Health Ins. Avg. Cost:	\$ 16,262.75		\$7.82
Worker's Comp:	1.15%		\$0.70
Supp. Death:	\$ 0.025	per \$1,000	\$0.00
LTD:	\$ 0.16	per \$100	\$0.10
Total Labor Cost per Overtime Hour			\$ 80.69

Total Number of Contract Hours: 514

TOTAL Labor Cost for Contract \$ 41,474.66

VEHICLE COST:

Leasing Cost: \$ ____/mo x ____ veh-months	\$	-
Sched. Service Costs: \$ ____/mo x ____ veh-months	\$	-
Insurance Cost: \$ ____/mo x ____ veh-months	\$	-
Fuel Cost:		
4-Yr avg of contract mileage:	3638 miles	
2019 IRS reimbursement rate	\$ 0.575 per mile	\$ 2,091.85
TOTAL Vehicle Cost for Contract		<u>\$ 2,091.85</u>

MISCELLANEOUS COST:

Administration/Overhead per hour	\$	-
Equip. maintenance per officer	\$	-
Training expense per officer	\$	-
TOTAL Miscellaneous Cost for Contract		<u>\$ -</u>

CONTRACT SUMMARY:

Labor Cost	\$ 31,246.06	\$ 60.79 per hr. rate
Benefit Cost	\$ 10,228.60	\$ 19.90 per hr. rate
Vehicle Cost	\$ 2,091.85	\$ 4.07 per hr. rate
Miscellaneous Cost	\$ -	
		*
TOTAL CONTRACT PRICE/ CORP Rate \$84.76 x 514:	<u>\$ 43,566.64</u>	\$ 84.76 per hr. rate

updated 1/14/2020

* When adding the total contract costs including labor, benefits, and a vehicle per hourly rate, the total is \$43,566.51. When multiplying the contract cost totals using the hourly rate of \$84.76 by 514 hours, the total is \$43,566.64. The \$0.13 difference has to do with the benefit cost and vehicle cost not dividing equally into 514 hours.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 17, 2020

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of the award of Request for Proposal 2020-27-A for the Annual Fireworks Display to Pyro Shows of Texas, Inc., in the annual amount of \$28,000.

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

A scope of services was developed and the proposal was distributed to potential vendors for this service. Two (2) proposals were received by the due date and time. An evaluation committee consisting of representatives from Parks and Recreation Services and the Fire Department evaluated the proposals based on the following evaluation criteria:

- Fireworks Display Package
- References
- Company Background/History
- Meet All Criteria in RFP

After completion of the evaluation process staff recommends award of the proposal to Pyro Shows of Texas, Inc. The annual expenditure for this service is \$28,000.00

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the service contract and ask staff to rebid or not provide a fireworks display as part of the 2020 Independence Fest.

FISCAL IMPACT: \$28,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$28,000.00	100-630-34200-5110

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

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

ATTACHMENTS:

1. Service Contract

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

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

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to Annual Independence Fest Fireworks Display Services (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 the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Town shall pay to Contractor the amount of \$28,000.00. The sum shall be paid to Contractor with \$14,000.00 (50%) down payable within 30 days of the executed date and remaining amount due on the day of the fireworks show. Contractor will be responsible for invoicing the Town accordingly.
7. **WEATHER, ELECTION TO POSTPONE/CANCEL.** The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is present on the day the display is scheduled to occur, the event may be canceled by mutual agreement by the parties and rescheduled the next day with no additional charges. In the event the display is canceled due to weather, Contractor shall retain the 50% payment as described in Section 6 as full payment for cancellation of display. The fireworks display shall not be performed in the event any government body or agency with authority in regard to the fireworks display shall direct, in writing or otherwise, that the display should not occur. The event will then be rescheduled by mutual agreement by the parties to the inclement weather date.

8. **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.
9. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract and the immediate return of the 50% down payment.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

16. 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 from employment and employees as the law may require.

17. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) 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 Contract No. 2020-27-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.
18. **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.
19. **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.
20. **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 Director of Parks & Recreation 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.
21. **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.

22. **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.
23. **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.
24. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
25. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
26. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
27. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

28. **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: Chad Stanley
Title: General Manager
Company Name: Pyro Shows of Texas
Address: 6601 Nine Mile Hole Road
City, State, Zip: Ft Worth, TX 76135

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.

29. **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.

30. **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.

31. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

32. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

By: [Signature]
Name: Chad Stanley
Title: General Manager

Date: 2-6-2020

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor Steve Dixon

Date: _____

EXHIBIT A INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

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

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

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

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: February 17, 2020

FROM: Mark Long, Recreation Superintendent

ITEM: **Consider approval of the sale and consumption of alcohol beverages (beer and wine) at The Heritage Park of Flower Mound during the Flower Mound Women In Business Spring Community Event.**

BACKGROUND INFORMATION: At the January 9, 2020, regular meeting of the Parks Board, Christi Beca and Amanda Bennett with the Flower Mound Women In Business (FMWIB) requested, and received approval from the Parks Board to hold their inaugural FMWIB Spring Community Event at The Heritage Park of Flower Mound on Saturday, May 2, 2020.

As a part of their Spring Community Event, the FMWIB is requesting approval from the Town Council to sell and consume alcohol (beer and wine) at the event. If approved, FMWIB will be required to fence in a section of the event area so that beer and wine can be sold and consumed in a controlled environment. There will be manned gates for entrance and exit into the area to ensure no alcohol is brought into or taken out of the area. The FMWIB will be hiring a Texas Alcohol & Beverage Commission (TABC) certified server(s) to provide the beverages. Per state law, the FMWIB will need to secure a TABC Permit for the event and hire Flower Mound police officers for security at the entrance/exit gates and festival area. The FMWIB and/or a third party retailer will take on the risk and liability of selling alcohol at the event. The Town will be named as an additional insured on their liability insurance.

The sale of alcoholic beverages on park property requires Parks Board consideration and the Town Council's approval since the event will be held at The Heritage Park of Flower Mound, as stipulated in [Sec. 54-31\(b\)\(2\)](#) of the Town's Code of Ordinances.

The request to receive approval from Town Council for the sale of alcohol is not uncommon. In 2015, the Flower Mound Rotary Club requested, and received approval from the Town Council to sell and consume alcohol during their Neon 5k and community festival. Staff also requests on an annual basis Town Council's approval for the sale and consumption of alcohol at the Town's Annual Independence Fest, and Seniors In Motion Auxiliary Elite Chef competition and Casino Night. To date, there have been no issues related to the sale and consumption of alcohol in Town parks or facilities.

If the sale of alcohol is not approved for the event, the FMWIB will still move forward with the rental of Heritage Park and the Spring Community Event.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its [January 9, 2020](#), special meeting.

ALTERNATIVES/OPTIONS: The Town Council could deny the request and alcoholic beverages would not be sold at the FMWIB Spring Community Event.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: February 17, 2020

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

ITEM: Consider approval of a construction agreement with Atkins Brothers Equipment Company, Inc., for the Red Bud Point Water Service Relocation project, in the amount of \$984,858.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On December 19, 2019, bids were received and opened for the Red Bud Point Water Service Relocation project (Bid # 2020-25-B). Atkins Brothers Equipment Company, Inc., submitted the lowest qualified bid of the 5 responding bidders at a base bid with Alternates 1 and 2 of \$984,858.00. The project consists of the installation of 4,300 linear feet of 8-inch water line and relocation of 84 service connections in the Red Bud Point and North Ridge Estates Addition subdivisions.

BOARD REVIEW/CITIZEN FEEDBACK: A neighborhood meeting is currently scheduled for February 25th to provide residents information about the construction project.

ALTERNATIVES/OPTIONS: The existing water mains in the Red Bud Point and North Ridge Estates Addition subdivisions have had maintenance issues and are undersized based on current Town standards. A decision to not approve the project would result in continued maintenance issues with existing undersized water mains.

FISCAL IMPACT: \$984,858.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$984,858.00	630-960-98820

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

Total project cost is \$1,185,000. Funding sources are:

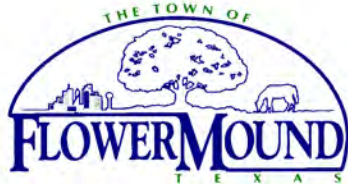
- Utility debt \$ 1,185,000

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: 2020-25-B - Red Bud Point Water Service Relocation

Bid Opening: 12/19/2019 at 11:00 AM

Company	Base Bid Amount	Bid Alternate 1	Bid Alternate 2
Atkins Brothers Equipment Co, Inc	\$ 333,445.00	\$ 529,262.00	\$ 122,151.00
Dowager Utililty Construction, Ltd	\$ 361,229.00	\$ 612,197.00	\$ 168,437.00
Gomez Brothers Construction, Inc	\$ 435,204.00	\$ 634,248.00	\$ 160,846.00
Western Municipal Construction of Texas, LLC	\$ 491,611.00	\$ 657,567.00	\$ 118,016.00
Joe Funk Construction, Inc	\$ 578,401.92	\$ 782,928.50	\$ 256,729.07

****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: December 19, 2019

TOWN OF FLOWER MOUND
RED BUD POINT WATER SERVICE RELOCATION

Bid # 2020-25-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 17th day of February, 2020, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Atkins Brothers Equipment Company, Inc., a corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

RED BUD POINT WATER SERVICE RELOCATION
Bid # 2020-25-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 **Nine Hundred Eighty Four Thousand Eight Hundred Fifty Eight Dollars and Zero cents (\$984,858.00)** 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 Ten (210) calendar days, and final completion of Two Hundred Seventy (270) 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 17th day of February, 2020.

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. 11

CONSENT ITEM

DATE: February 17, 2020

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

ITEM: Consider approval of a professional services agreement with Alliance Geotechnical Group to provide construction materials engineering and testing, for the Red Bud Point Water Service Relocation project, in the amount of \$31,283.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This professional services agreement includes construction materials engineering and testing for the Red Bud Point Water Service Relocation project. The project consists of the installation of approximately 4,300 linear feet of 8-inch water line and relocation of 84 service connections in the Red Bud Point and North Ridge Estates Addition subdivisions.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Materials testing is required as part of the construction project.

FISCAL IMPACT: \$31,283.50

Proposed Expenditure/(Revenue):	Account Number(s):
\$31,283.50	630-960-98820

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

Total project cost is \$1,185,000. Funding sources are:

- Utility debt \$ 1,185,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

Attachment 1

PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE GEOTECHNICAL GROUP

This contract is entered into on this 17th day of February, 2020, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ALLIANCE GEOTECHNICAL GROUP**, (“hereinafter referred to as “CONSULTANT”) whose address is 7970 West Main Street, Frisco, Texas 75033

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Red Bud Point Water Service Relocation; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Red Bud Point Water Service Relocation Construction Materials Engineering and Testing

specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Thirty One Thousand Two Hundred Eighty Three and 50/100 Dollars (\$31,283.50). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII. **Ownership of Documents**

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Dale Crown, P.E.
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.

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

X.

Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

XIII. Independent Contractor

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

XIV. Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

- (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus
- (2) The total dollar amount of this Contract.

XV.

Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and 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.
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:

J.K. Marthers
Alliance Geotechnical Group
7970 West Main Street
Frisco, TX 75033
214-618-4100 Telephone
217-618-4110 Facsimile

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

This Contract is fully performable in Denton County, Texas, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ALLIANCE GEOTECHNICAL GROUP**

By: 
Name: Robert P. Nance
Title: President
Date Signed: 1/21/2020

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 17th day of January, 2020, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Alliance Geotechnical Group, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th
DAY OF January, 2020.


Notary Public, State of Texas

My Commission Expires:

11-18-2023





GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

January 13, 2020

Dale Crown, P.E. – Senior Project Manager
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

Email: dale.crown@flower-mound.com

Re: Red Bud Point Water Service Relocation
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P20-0116C

Dear Mr. Crown,

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached. Actual charges will be based on the contractors/client scheduling.

After reviewing our fee schedule if you have any questions, please contact the undersigned at (214) 618-4100. If acceptable, please sign below and return to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP

A handwritten signature in blue ink, appearing to read 'J.K. Marthers'.

J.K. Marthers
Project Manager

A handwritten signature in blue ink, appearing to read 'Douglas S. Land'.

Douglas S. Land, P.E.
Branch Manager

Approved by: _____
Signature

Date: _____



SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
RED BUD WATER SERVICES RELOCATION PROJECT
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P20-0116C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	10	@	\$165.00	each	\$1,650.00
• Atterberg Limits	10	@	\$55.00	each	\$550.00
• Material Analysis -200	10	@	\$35.00	each	\$350.00
• In-Place Density Test* (ASTM D6938)	230	@	\$35.00	each	\$8,050.00
• Sr. Engineering Tech to perform testing	175	@	\$47.50	hour	\$8,312.50
• Project Manager	21	@	\$75.00	hour	\$1,575.00
• Vehicle Charge	35	@	\$40.00	trip	\$1,400.00
				Sub-Total	\$21,887.50
B. CONCRETE & FLOW FILL TESTING & INSPECTION					
• Sr. Geotechnical Engineer Pier Review	0	@	\$125.00	hour	\$0.00
• Concrete Inspection & Testing (regular time)	50	@	\$47.50	hour	\$2,375.00
• Concrete Inspection & Testing (over time)		@	\$71.25	hour	\$0.00
• Paving Concrete Cylinder Test	32	@	\$18.00	each	\$576.00
• Project Manager	4	@	\$75.00	hour	\$300.00
• Vehicle Charge	13	@	\$40.00	trip	\$520.00
				Sub-Total	\$3,771.00
C. ASPHALT TESTING & INSPECTION					
• Gradation/A. C. Content	0	@	\$175.00	each	\$0.00
• Density Air Voids	10	@	\$35.00	each	\$350.00
• Sulfate Soundness	0	@	\$285.00	each	\$0.00
• Hveem Stability	0	@	\$105.00	each	\$0.00
• Asphalt Cores	10	@	\$50.00	set	\$500.00
• Lab Molded Densities	0	@	\$45.00	set	\$0.00
• Rice Gravities	0	@	\$45.00	each	\$0.00
• TxDOT Level 1B Asphalt Technician	80	@	\$50.00	hour	\$4,000.00
• TxDOT Level 1B Asphalt Technician Overtime		@	\$75.00	hour	\$0.00
• Project Manager	5	@	\$75.00	hour	\$375.00
• Vehicle Charge	10	@	\$40.00	trip	\$400.00
				Sub-Total	\$5,625.00
				ESTIMATED TOTAL	\$31,283.50

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
RED BUD WATER SERVICES RELOCATION PROJECT
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P20-0116C

DESCRIPTION OF SERVICES	QUANTITY	UNIT FEE	UNIT	FEE
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NOTES:

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

- * Utility subgrade testing - 35 estimated site visits
- * Flow Fill testing & inspection - 7 estimated site visits
- * Concrete testing & inspection - 1 estimated site visits
- * HMAC 1B testing and inspection - 10 estimated site visits
- * Cylinder pick ups - 5 estimated site visits

Note 1: This proposal does not include 1A HMAC testing. If this testing is needed. AGG should be contacted immediately to revise this proposal

NOTE : The above fees are estimates only. Actual charges will be based on contractor scheduling and actual construction quantities. The above amount will not be exceeded without prior approval.



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: February 17, 2020

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

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Morriss Road Water Line Phase 2 project, in the amount of \$202,500.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project includes installation of approximately 4,750 linear feet of 30-inch water line along Morriss Road from FM 1171 to Eaton Street. The new 30-inch water line will replace an existing 20-inch water line along Morriss Road. The existing line is being replaced due to maintenance issues. The proposed water main will provide additional capacity to the distribution system per the Town's Water Master Plan. The estimated cost for installation of the proposed 30-inch water line is \$2,400,000, which is scheduled for construction in Fiscal Year 2020-2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The proposed 30-inch water line will replace an existing 20-inch water line that has been identified to be in poor condition by Public Works. Approximately 2600-ft of the existing line is located within easements traversing residential lots making some repairs time consuming and highly impactful to affected residents. Except at the northern tie-in to the existing main, the proposed 20-inch water line alignment is planned to be located within Morriss Road right-of-way. A decision not to approve the professional services agreement would result in continued maintenance issues with an existing 20-inch water line that is partially located within residential lots.

FISCAL IMPACT: \$202,500.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$202,500.00	630-960-98801

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

Total project cost is \$3,000,000. Funding sources are:

- Utility debt \$ 3,000,000

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

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
KIMLEY-HORN AND ASSOCIATES, INC.**

This contract is entered into on this 17th day of February, 2020, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Morriss Road Water Line Phase 2 (FM 1171 to Eaton) 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 Morriss Road Water Line Phase 2 (FM 1171 to Eaton) 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 Two Hundred Two Thousand Five Hundred and No/100 Dollars (\$202,500.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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:

Kyle Sanderson, P.E.
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
972-770-3033 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:
KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]
 Name: Dean Henigsmen
 Title: Senior Vice President
 Date Signed: 1/22/20

State of Texas §
 §
 County of Dallas §

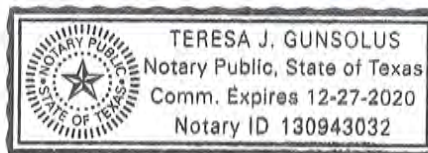
This instrument was acknowledged before me on the 22nd day of January, 20 20, by Dean Henigsmen in his capacity as Sr. Vice President of Kimley-Horn & Assoc., a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Kimley-Horn & Assoc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 22nd DAY OF Jan, 20 20.

[Signature]
 Notary Public, State of Texas

My Commission Expires:

12.27.2020



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Morriss Road Water Line Phase 2 (FM 1171 to Eaton)

PROJECT UNDERSTANDING

This project includes design of a 30-inch water line along Morriss Road from FM 1171 to north of Eaton Drive. The water line will replace an existing 20-inch water line and is needed to provide additional capacity to the Town's distribution system and due to condition concerns with the existing 20-inch water line.

More specifically, the project is anticipated to include the following:

- Approximately 4,750 LF of 30-inch water line (Ductile iron)
- Cathodic protection design for ductile iron pipe.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS AND MEETINGS

- A. Record Research - Work with Town staff to obtain all available record drawings for existing utilities along water line route. Coordinate with franchise utilities to obtain record drawings.
- B. Kick-off Meeting - Conduct kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the project.
- C. 60% Design Review Meeting – Conduct meeting with Town to review 60% plans. Prepare meeting minutes following review meeting.
- D. 90% Design Review Meeting - Conduct meeting with Town to review 90% plans. Prepare meeting minutes following review meeting.
- E. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, prepare project deliverables, and coordinate with subconsultants.

TASK 2: FIELD SURVEY AND BASE MAPPING

The exact alignment will be verified during preliminary design; however, it's assumed that the majority of the water line will be located within the Morriss Road median.

Detailed topographic survey will be provided along a 50-foot strip centered on the proposed alignment, not within the entire right-of-way limits.

- A. Perform field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
 - 1. Property pins
 - 2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - 3. Lane striping
 - 4. Driveways
 - 5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - 6. Culverts (including flowline elevations) and bridges
 - 7. Guardrail
 - 8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - 9. Traffic signal poles, cabinets, and other signal equipment
 - 10. Signs (excluding temporary signs)
 - 11. Buildings
 - 12. Retaining walls
 - 13. Fence limits and material types
 - 14. Trees greater than 6-inch
 - 15. Other applicable physical features that could impact design
- B. Walk the survey and review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered an Additional Service.
- C. Incorporate underground franchise utilities, water, wastewater, and storm lines based on available record drawings.
- D. Prepare right of entry letters as required

TASK 3: EASEMENTS

It is assumed that the majority of the proposed water line will be located in the median within Town right-of-way; however, it is assumed that an easement will be required at the north end of the project to tie back to the existing 20-inch water line and stubout for the future extension across Timber Creek. This task is intended to prepare an exhibit and legal description for easement acquisition where requested by the Town.

- A. Prepare exhibit and legal description for easement acquisition. One (1) instrument is anticipated. For easements, one (1) document shall consist of a permanent and temporary easement. It is assumed that temporary easement will not require metes and bounds description and will only reference the permanent easement description.
 1. Easement preparation will begin after the alignment through each property has been approved by the Town. Document preparation is anticipated to take 21 days.
- B. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor, shall conform to standard format provided by the Owner and shall contain the following at a minimum:
 1. Parcel number
 2. Area required
 3. Area remaining
 4. Legal description
 5. Current owner
 6. Any existing platted easements
 7. All physical features
- C. Deliverables
 1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for easements.

TASK 4: 60% WATER LINE DESIGN

- A. Design Tasks
 1. Prepare plan view only drawings based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Water Line Plan (5 sheets assumed)
 - e. Construction Details
 - f. Erosion Control Details
 2. Evaluate connections to existing distribution lines along project limits.
 3. Evaluate connections to existing 20-inch water line at three locations along the project limits.
 4. Prepare opinion of probable construction cost based on preliminary design.
 5. Submit to the Town 60% plan view only plans and OPCC for review and comment.
- B. Design Deliverables
 1. Three (3) copies of the 60% Construction Plans
 2. Three (3) copies of the Opinion of Probable Construction Cost

C. Services provided by the Town

1. Review and comment on 60% plan view only plans and OPCC.

TASK 5: 90% WATER LINE DESIGN

A. Design Tasks

1. Prepare plan and profile sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal and 1" = 4' vertical. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Water Line Plan and Profile (5 sheets assumed)
 - e. Construction Details
 - f. Connection Details
 - g. Erosion Control Details
 - h. Cathodic Protection Plans and Details
2. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
3. Make revisions based on the Town's review of the 60% plans.
4. Prepare general traffic control notes. Detailed traffic control plans are not included in this scope of work.
5. Evaluate sequencing and shutdown requirements.
6. Prepare connection details associated with the connection to the existing 20-inch water line.
7. Prepare opinion of probable construction cost based on preliminary design.
8. Submit to the Town 95% complete Contract Documents and OPCC for review and comments.

B. Design Deliverables

1. Three (3) copies of the 90% Contract Documents (Plans and Specifications)
2. Three (3) copies of the Opinion of Probable Construction Cost for 90% submittals.

C. Services provided by the Town

1. Review and comment on 90% plans, technical specifications and OPCC.

TASK 6: 100% WATER LINE DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 90% submittal.
2. Prepare opinion of probable construction cost based on final design.
3. Submit to the Town 100% complete plans, specifications and OPCC
4. Submit final plans to appropriate regulatory agencies (TCEQ) for review and comments.

B. Design Deliverables

1. Three (3) copies of the 100% Contract Documents (Plans and Specifications)
2. Three (3) copies of the Opinion of Probable Construction Cost for 100% submittals.

TASK 7: CATHODIC PROTECTION DESIGN

A. Cathodic Protection Design

1. Evaluate existing soils and determine cathodic design requirements for ductile iron pipe.
2. Prepare plans and specifications for cathodic protection design

B. Design Deliverables

1. PDF copies of the plans and specifications will be included in the 95% and 100% submittals.

TASK 8: BIDDING PHASE SERVICES

A. Print and issue 5 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.

B. Review Contractor questions and issue addenda as required.

C. Prepare specification books for execution

D. Deliverables

1. Addenda as required
2. Print and deliver to the Town up to 5 sets of bid documents
3. Deliver 2 sets of specification books for execution
4. CD with PDFs of bid documents

E. Exclusions

1. Conformance Drawings

TASK 9: RECORD DRAWINGS

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

ADDITIONAL SERVICES

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

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

ATTACHMENT B**COMPENSATION**

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

TASK 1 – General Items and Meetings	\$10,000
TASK 2 – Field Survey and Base Mapping	\$47,500
TASK 3 – Easements (\$1,850/each)	\$1,850
TASK 4 – 60% Water Line Design	\$52,250
TASK 5 – 90% Water Line Design	\$62,400
TASK 6 – 100% Water Line Design	\$7,500
TASK 7 – Cathodic Protection Design	\$11,000
TASK 8 – Bidding Phase Services	\$3,500
TASK 9 – Record Drawings	\$6,500
<u>TOTAL</u>	<u>\$202,500</u>

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



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: February 17, 2020

FROM: Steve Allen, Utility Services Manager

ITEM: Consider approval of Change Order No. 1 to the Wastewater Treatment Plant Ultraviolet System Upgrade project, in the amount of \$98,916.23; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On March 18, 2019, a contract was awarded to Felix Construction Company in the amount of \$2,065,700.00 to replace the outdated WWTP Ultraviolet disinfection system. If approved, this change order will increase to the contract amount from \$2,065,700.00 to \$2,164,616.23.

Change Order No. 1 provides for the following:

1. An increase of \$91,461.56 to the contract amount provides for the Supervisory Control and Data Acquisition (SCADA) improvements that will provide full redundancy to the SCADA system. In September 2018, a complete failure of the SCADA system occurred, and it took several days to get the system back on-line. With the SCADA programming work included in the UV project it was determined that it is in the Town's best interest for pricing, full protection and safety of our systems to increase the scope to include installation of full redundancy for our SCADA system at this time with this project. This change order item provides for the additional work associated with the installation.
2. An increase of \$7,454.67 to the contract amount, provides for an upgrade to the Programmable Logic Controller (PLC). During the project it was discovered that our existing PLC is not compatible with the new UV system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If Council disapproves this item, a failure of the SCADA system could lead to the inability to effectively operate the Town's water and wastewater systems, and potentially lead to violations of TCEQ regulations. The updated PLC is necessary for the new UV system to communicate with SCADA.

FISCAL IMPACT: \$98,916.23

Proposed Expenditure/(Revenue):	Account Number(s):
\$98,916.23	630-970-98473

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

Total project cost is \$3,000,000. Funding sources are:

- Other \$ 250,000
- Utility debt \$ 2,750,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1

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

WWTP UV Upgrades

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Felix Construction Company

Project: WWTP UltraViolet Disinfection System Upgrade

CHANGE ORDER NO. 1

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
CO1-A	SCADA Server Redundancy	EA	Add	1	\$ 91,461.56	\$ 91,461.56
CO1-B	PLC Update	EA	Add	1	\$ 7,454.67	\$ 7,454.67
SUBTOTAL						\$ 98,916.23

Original Contract

\$ 2,065,700.00

Change Order No. 1

\$ 98,916.23

Revised Contract Price

\$ 2,164,616.23

JUSTIFICATION

CO1A provides for SCADA improvements that will provide redundancy to the SCADA system.

CO1B provides for an upgrade to the Programmable Logic Controller (PLC). During the course of the project it was discovered that our existing PLC was not compatible with the new UV system.

Recommended

Steve P. Allen

01/22/2020

for Approval

Steve Allen

Date

Utility Services Manager

Contractor *RYAN KOONTZ*

Date

SIZ. PROJECT MANAGER

Contractor Title

Approved

Steve Dixon

Date

Mayor, Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: February 17, 2020

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

ITEM: Consider approval of Amendment No. 1 to the Fiscal Year 2019-2020 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2019-2020 Capital Improvement Program (CIP), was approved by Town Council on September 16, 2019. The proposed CIP Amendment No. 1 for FY 2019-2020 would increase the currently adopted General Capital budgeted expenditures from \$20,197,000 to \$21,031,000; and decrease the Utility Capital budgeted expenditures from \$14,383,000 to \$13,533,000.

FISCAL IMPACT:

Proposed CIP:

FY 2019-2020:	General Capital Projects	\$21,031,000
	Utility Capital Projects	\$13,533,000

Five-Year CIP Plan:	General Capital Projects	\$205,057,388
	Utility Capital Projects	\$201,615,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2019-2020 CIP Amendment No. 1 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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

Project Modification Listing

Attachment 1

FY 2019-2020 - CIP Amendment 1

February 17, 2020

Street Project(s)	Description	FY 19-20	5 Yr CIP
FM2499 at Waketon Intersection Improvements	Add \$300K of Street Reconstruction funds, to cover necessary Road Improvements adjacent to the intersection	\$300,000	\$300,000
Street Light Improvements	Due to increased volumes, establish a new project for the ongoing Street Light improvement requirements throughout the Town, Funded by Decision Package	\$115,000	\$115,000
	Total Street Impact	\$415,000	\$415,000
Signal Project(s)	Description	FY 19-20	5 Yr CIP
FM2499 @ Chaparral	Add Impact Fees (0) as a Funding Source	\$0	\$0
	Total Signal Impact	\$0	\$0
Facility Project(s)	Description	FY 19-20	5 Yr CIP
Gibson Grant Log Cabin Reconstruction	Adjust annual funding to correct actual funding year; move \$419K from Previous to 2019-2020 FY	\$419,000	\$0
	Total Facility Impact	\$419,000	\$0
Park Project(s)	Description	FY 19-20	5 Yr CIP
Canyon Falls Park	Correct Canyon Falls Park Development Funding Source from Development Agreement (5), to Park Development (6); and Combine "Canyon Falls Park Design" project, and "Canyon Falls Park Development" into one project- "Canyon Falls Park"	\$0	\$0
	Total Park Impact	\$0	\$0
	Total General Fund Impact	\$834,000	\$415,000
Water Project(s)	Description	FY 19-20	5 Yr CIP
High Road Water Line Replacement Phase II	Due to recently discovered complexities, request to move this project funding out to FY 2020-2021	(\$2,710,000)	\$0
High Road Water Line Replacement Phase III	Pull this project in from FY 2020-21 to FY 2019-2020, \$1.5M of Debt (Utilize Ph. II)	\$1,500,000	\$0
Red Bud Point Service Relocation	Add \$260K of Project Savings funds, to cover increase cost of project, and award the lowest bid received	\$260,000	\$260,000
	Total Water Impact	(\$950,000)	\$260,000

Stormwater Project(s)	Description	FY 19-20	5 Yr CIP
Rangewood Drive Drainage Improvement	Increase budget by \$100K of Stormwater funds, as staff's original plans to do the project in house is no-longer feasible	\$100,000	\$100,000
	Total Stormwater Impact	\$100,000	\$100,000
	Total Utility Fund Impact	(\$850,000)	\$360,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
2/17/2020

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					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028						2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0.5	\$ 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	0.5	-	1,400,000	-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	1,148,000	150,000	150,000	150,000	150,000	150,000	-	1,898,000	163,000	2.4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	100,000	450,000	-	-	-	-	-	550,000	170,000	2.4	380,000	-	-	-	-	-	-	-
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 (I35W to Prairie Ridge Rd) **	-	400,000	800,000	-	-	-	11,285,000	12,485,000	11,070,000	0	-	1,415,000	-	-	-	-	-	1,415,000
Denton Creek Boulevard Bridge (Graham Branch crossing) **	1,650,000	-	5,407,000	-	-	-	-	7,057,000	1,650,000	0.1	-	5,407,000	-	5,407,000	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	615,000	615,000	0.2	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	950,000	350,000	0.3,5	600,000	-	-	-	-	-	-	-
FM 2499 at FM 3040 Intersection Improvements **	-	-	400,000	1,588,000	-	-	-	1,988,000	-	-	-	1,988,000	-	400,000	1,588,000	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,300,000	-	-	-	1,700,000	1,400,000	1	-	300,000	-	300,000	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	475,000	375,000	0	100,000	-	-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	360,000	1,240,000	-	-	-	-	-	1,600,000	1,000,000	7	600,000	-	-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	360,000	1,540,000	-	-	-	-	-	1,900,000	1,300,000	7.8	600,000	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	60,000	550,000	-	-	-	-	-	610,000	610,000	0.4	-	-	-	-	-	-	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	2,500,000	1.5	-	2,500,000	-	-	-	-	-	2,500,000
Impact Fee Update	-	90,000	-	-	-	-	90,000	180,000	180,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	800,000	7,918,000	-	-	8,718,000	4,975,000	0.1	-	3,743,000	-	-	-	3,743,000	-	-
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0	1,400,000	-	-	-	-	-	-	-
Lakeside Parkway Capacity Improvements **	-	540,000	8,000,000	-	-	-	-	8,540,000	8,540,000	1.2,3	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0.2	-	6,500,000	-	-	-	-	-	6,500,000
Morriss Road Improvements **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0.1,4	125,000	-	-	-	-	-	-	-
Peters Colony Roundabout **	200,000	910,000	-	-	-	-	-	1,110,000	1,110,000	2.4	-	-	-	-	-	-	-	-
Rippy Road (Waketon to FM 2499)**	1,150,000	3,600,000	-	-	-	-	-	4,750,000	4,331,000	2.4,7	419,000	-	-	-	-	-	-	-
Roadway Amenities	593,083	90,000	90,000	90,000	90,000	90,000	-	1,043,083	398,083	2.4	285,000	360,000	-	90,000	90,000	90,000	90,000	-
Shiloh Road Improvements **	-	505,000	-	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	-	6,100,000
Sidewalk Links **	1,111,000	150,000	-	-	-	-	-	1,261,000	1,261,000	2.4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,560	3	819,440	-	-	-	-	-	-	-
Street Light Improvements - NEW	-	115,000	-	-	-	-	-	115,000	115,000	2.4	-	-	-	-	-	-	-	-
Transportation Model Update and LOS Mapping	75,000	-	-	-	-	-	-	75,000	75,000	2	-	-	-	-	-	-	-	-
Waketon Road **	5,500,000	-	-	-	-	-	-	5,500,000	5,270,000	3.5,7	230,000	-	-	-	-	-	-	-
Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2.4	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 30,475,083	\$ 8,675,000	\$ 15,247,000	\$ 3,928,000	\$ 10,621,000	\$ 240,000	\$ 30,140,337	\$ 99,326,420	\$ 61,129,980		\$ 7,643,440	\$ -	\$ 30,553,000	\$ -	\$ 6,347,000	\$ 1,828,000	\$ 3,983,000	\$ 1,640,000
SUBTOTAL	\$ 30,475,083	\$ 9,090,000	\$ 15,247,000	\$ 3,928,000	\$ 10,621,000	\$ 240,000	\$ 30,140,337	\$ 99,741,420	\$ 61,544,980		\$ 7,643,440	\$ -	\$ 30,553,000	\$ -	\$ 6,347,000	\$ 1,828,000	\$ 3,983,000	\$ 1,640,000

*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)
10. Debt

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028						2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	350,000	\$ 350,000	0.4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	350,000	350,000	350,000	0.4	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	350,000	350,000	350,000	0.4	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd	-	-	350,000	-	-	-	-	350,000	215,000	0.4	-	135,000	-	135,000	-	-	-	-
FM 2499 at Chaparral	-	350,000	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
FM 2499 at Chaparral	-	350,000	-	-	-	-	-	350,000	350,000	0.4	-	-	-	-	-	-	-	-
FM 2499 at Northshore	-	-	350,000	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
FM 2499 at Silveron	405,000	-	-	-	-	-	-	405,000	405,000	0	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	350,000	-	-	-	-	350,000	350,000	0.4	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	350,000	-	-	350,000	350,000	0.4	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	350,000	350,000	350,000	0.4,5	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	350,000	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	350,000	350,000	350,000	0.4	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	625,000	125,000	125,000	125,000	125,000	125,000	-	1,250,000	125,000	4	625,000	500,000	-	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	-	-	500,000	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	730,000	-	-	-	-	-	-	730,000	730,000	0.1,2,4,9	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,760,000	\$ 475,000	\$ 1,175,000	\$ 475,000	\$ 475,000	\$ 125,000	\$ 2,250,000	\$ 6,735,000	\$ 4,975,000	\$ 625,000	\$ -	\$ 1,135,000	\$ -	\$ 260,000	\$ 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
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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					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	-	790,000	-	-	-	-	-	790,000	790,000	8	-		-		-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	-	200,000	1,321,000	-	-	-	-	1,521,000	1,521,000	8	-		-		-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	-	150,000	1,314,000	-	-	-	-	1,464,000	1,464,000	8	-		-		-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Chancellor) **	335,000	2,400,000	-	-	-	-	-	2,735,000	2,735,000	8	-		-		-	-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	350,000	2,300,000	-	-	-	2,650,000	2,650,000	8	-		-		-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-		-		-	-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlly St)	-	-	-	-	-	-	1,170,000	1,170,000	1,170,000	8	-		-		-	-	-	-	-	-	-
Morriss 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	-		-		-	-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	-			-	800,000	800,000	800,000	8	-		-		-	-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-	-	250,000	-	-	-	250,000	250,000	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	-		-		-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	500,000	-	-	-	-	500,000	500,000	8	-		-		-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-	-	-	-	-	-	-
SUBTOTAL	\$ 6,720,000	\$ 3,540,000	\$ 3,485,000	\$ 2,800,000	\$ 2,300,000	\$ 2,925,000	\$ 9,114,000	\$ 30,884,000	\$ 30,884,000		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028								2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	2,235,000	-		-	-	2,235,000		-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	1,893,375	763,375	4	1,130,000	-	-	-	-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	700,000	10,722,000	-	-	-	11,422,000	-		-	-	11,422,000		-	700,000	10,722,000	-	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000	-	-	-	-	-	-	-	-	-
Library Expansion**	12,500,000	-	-	-	-	-	-	12,500,000	100,000	2	12,400,000	-	-	-	-	-	-	-	-	-
Gibson-Grant Log Cabin Reconstruction	558,593	1,017,000	-		-	-	-	1,575,593	1,487,593	1,2	88,000		-	-	-		-	-	-	-
Gibson-Grant Log Cabin Reconstruction	139,593	1,436,000	-		-	-	-	1,575,593	1,487,593	1,2	88,000		-	-	-		-	-	-	-
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	4	1,760,000	-	-	-	-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	1,750,000	1,100,000	4	650,000		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 27,892,968	\$ 1,017,000	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -	\$ 42,566,968	\$ 6,361,968		\$ 22,548,000	\$ -	\$ 13,657,000	\$ -	\$ -	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -
SUBTOTAL	\$ 27,473,968	\$ 1,436,000	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -	\$ 42,566,968	\$ 6,361,968		\$ 22,548,000	\$ -	\$ 13,657,000	\$ -	\$ -	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
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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					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
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	-		-	-		-	-	-	-	-	-
2020-21 Playground Replacements (Grand - Pavilion,Picnic tables, Grill, Trash Receptacles) **	-	-	300,000	-	-	-	-	300,000	300,000	8	-		-	-		-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	-	250,000	-	-	-	250,000	250,000	8	-		-	-		-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park - Enhancements	-	150,000	-	-	-	-	-	150,000	150,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	-	1,500,000	-	-	1,500,000	1,500,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park Improvements Phase II	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6,8	-		-	-		-	-	-	-	-	-
Canyon Falls Park	150,000	2,500,000	-	-	-	-	-	2,650,000	2,650,000	6,8	-		-	-		-	-	-	-	-	-
Canyon Falls Park Design	150,000	-	-	-	-	-	-	150,000	150,000	8	-		-	-		-	-	-	-	-	-
Canyon Falls Park Development	-	2,500,000	-	-	-	-	-	2,500,000	2,500,000	5	-		-	-		-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	-	-	-	650,000	-	650,000	650,000	8	-		-	-		-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	-	100,000	-	-	100,000	100,000	8	-		-	-		-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	8	-		-	-		-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	900,000	-	900,000	900,000	8	-		-	-		-	-	-	-	-	-
Gerault Park Update (Pavilion, Electrical, Grills & Trash Receptacles)	-	-	-	250,000	-	-	-	250,000	250,000	8	-		-	-		-	-	-	-	-	-
Glenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	250,000	-	-	-	250,000	250,000	8	-		-	-		-	-	-	-	-	-
Heritage Park Improvements (lighting;Upgrade Fort Wildflower Playground, Shade and Security Lighting.	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-		-	-		-	-	-	-	-	-
Hilltop Scoreboard Additions	-	-	50,000	-	-	-	-	50,000	50,000	8	-		-	-		-	-	-	-	-	-
Hound Mound Parking and Restroom	-	650,000	-	-	-	-	-	650,000	650,000	2,6	-		-	-		-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	425,000	-	-	-	-	425,000	425,000	8	-		-	-		-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creak, Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-		-	-		-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-		-	-		-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (Lighting for Tennis)**	-	-	-	225,000	-	-	-	225,000	225,000	8	-		-	-		-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)		90,000						90,000	90,000	8	-		-	-		-	-	-	-	-	-
Park and Trail Amenities	560,000	50,000	50,000	50,000	50,000	50,000	-	810,000	810,000	6,8	-		-	-		-	-	-	-	-	-
Peters Colony Memorial Park	105,000	150,000	1,000,000	-	-	-	-	1,255,000	1,255,000	6,8	-		-	-		-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	-	650,000	-	-	-	-	-	650,000	650,000	6,7	-		-	-		-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-		-	-		-	-	-	-	-	-
Rheudasil Park Improvements	400,000	1,600,000	-	-	-	-	-	2,000,000	2,000,000	8	-		-	-		-	-	-	-	-	-
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-	-		-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	-	100,000	-	-	-	-	100,000	100,000	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	8	-		-	-		-	-	-	-	-	-
SUBTOTAL	\$ 3,690,000	\$ 6,490,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 25,130,000	\$ 25,130,000		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 3,690,000	\$ 6,490,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 25,130,000	\$ 25,130,000		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 70,538,051	\$ 20,197,000	\$ 23,082,000	\$ 20,500,000	\$ 17,881,000	\$ 6,240,000	\$ 46,204,337	\$ 204,642,388	\$ 128,480,948		\$ 30,816,440		\$ -	\$ 45,345,000		\$ -	\$ 7,307,000	\$ 12,825,000	\$ 6,193,000	\$ 1,765,000	\$ 17,255,000
GRAND TOTAL GENERAL FUND	\$ 70,119,051	\$ 21,031,000	\$ 23,082,000	\$ 20,500,000	\$ 17,881,000	\$ 6,240,000	\$ 46,204,337	\$ 205,057,388	\$ 128,895,948		\$ 30,816,440		\$ -	\$ 45,345,000		\$ -	\$ 7,307,000	\$ 12,825,000	\$ 6,193,000	\$ 1,765,000	\$ 17,255,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						Ame	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028								2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Bruton Orand Elevated Storage Tank Chloramine System	150,000	150,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-		
Canyon Falls 20-Inch Water Line	2,000,000	-	660,000	-	-	-	-	2,660,000	400,000	0	1,700,000	-	-	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	-	420,000	880,000	-	-	-	1,500,000	620,000	0.5	-	-	-	880,000	-	880,000	-	-		
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0	-	-	-	16,400,000	-	-	-	16,400,000		
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0	-	-	-	7,600,000	-	-	-	7,600,000		
Denton Creek Spine Road 12-inch Water Line	100,000	350,000	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	-	-	1,650,000	-	300,000	1,350,000	-		
Denton Creek District - Reuse Waterlines	400,000	250,000	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	-		
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	-	-	-	5,590,000	-	-	-	5,590,000		
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0	-	-	-	-	-	-	-	-		
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	-		
Freeman 12-Inch Water Line (Water Tower to 1,600 Feet North)	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-		
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	-	1,000,000	-	-	-	-	-	1,000,000	700,000	0	-	-	-	300,000	300,000	-	-	-		
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	350,000	2,710,000	-	-	-	-	-	3,060,000	-	-	350,000	-	-	2,710,000	2,710,000	-	-	-		
High Road Water Line Replacement Phase II	350,000	-	2,710,000	-	-	-	-	3,060,000	-	-	350,000	-	-	-	2,710,000	-	-	-		
High Road Water Line Replacement Phase III	-	-	1,500,000	-	-	-	-	1,500,000	-	-	-	-	-	1,500,000	-	-	-	-		
High Road Water Line Replacement Phase III	-	1,500,000	-	-	-	-	-	1,500,000	-	-	-	-	-	1,500,000	-	-	-	-		
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	-	-	2,310,000	-	-	-	2,310,000		
Hillside Water Line Connection	-	200,000	-	-	-	-	-	200,000	-	-	-	-	-	200,000	200,000	-	-	-		
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	-		
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	-		
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0	-	-	-	-	-	-	-	-		
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0	-	-	-	880,000	-	-	-	880,000		
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	-	-	8,000,000	-	-	8,000,000	-		
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	5,450,000	1,450,000	0	-	-	-	4,000,000	-	-	-	4,000,000		
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	5,630,000	1,630,000	0	-	-	-	4,000,000	-	-	-	4,000,000		
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	1,440,000	1,440,000	0	-	-	-	-	-	-	-	-		
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	1,800,000	1,800,000	0	-	-	-	-	-	-	-	-		
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0	-	-	-	3,000,000	-	-	-	3,000,000		
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	200,000	2,300,000	-	-	-	-	-	2,500,000	200,000	2	-	-	-	2,300,000	2,300,000	-	-	-		
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	-		
Morriss Road Water Lines Phase II (Milford to Eaton)	-	350,000	2,650,000	-	-	-	-	3,000,000	-	-	-	-	-	3,000,000	350,000	2,650,000	-	-		
Morriss Road Water Lines Phase III (Eaton to FM 407)	-	-	550,000	5,000,000	-	-	-	5,550,000	2,200,000	0.7	-	-	-	3,350,000	-	550,000	2,800,000	-		
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	1,450,000	400,000	0.3	1,050,000	-	-	-	-	-	-	-		
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0	-	-	-	260,000	-	-	-	260,000		
Red Bud Point Water Service Relocation	925,000	-	-	-	-	-	-	925,000	150,000	-	775,000	-	-	-	-	-	-	-		
Red Bud Point Water Service Relocation	925,000	260,000	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	-		
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	-		
Royal Oaks Water Line Replacement Phase I	-	-	75,000	725,000	-	-	-	800,000	-	0	-	-	-	800,000	-	75,000	725,000	-		
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0	-	-	-	1,000,000	-	-	-	1,000,000		
Stonecrest Pump Station Phase I (Auxiliary Power)	-	200,000	1,920,000	-	-	-	-	2,120,000	550,000	0	-	-	-	-	1,570,000	-	-	-		
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0	-	-	-	4,890,000	-	-	-	4,890,000		
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	-	-	-	-	840,000	-	-	-	840,000		
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	-	350,000	-	-	-	-	350,000	-	-	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	-	-	-	-	120,000	-	-	-	120,000		
Timber Creek Water Line Replacement Phase I	-	1,000,000	-	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	-	-	-		
Timber Creek Water Line Replacement Phase II	-	-	1,000,000	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	-	1,000,000	-	-		
Timber Creek Water Line Replacement Phase III	-	-	-	450,000	-	-	-	450,000	-	-	-	-	-	450,000	-	450,000	-	-		
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	300,000	-	300,000	-	-	1,500,000	300,000	300,000	300,000	300,000		
Water Master Plan	-	150,000	-	-	-	-	-	150,000	150,000	0	-	-	-	-	-	-	-	-		
Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	-	-	750,000	-	-	200,000	-	50,000	50,000	50,000		
Water System Model Update	157,285	5,000	5,000	5,000	5,000	5,000	-	182,285	182,285	0.5	-	-	-	-	-	-	-	-		
Westchester Water Line Replacement	-	-	-	-	-	1,320,000	-	1,320,000	-	-	-	-	-	1,320,000	-	-	-	1,320,000		
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0	-	-	-	2,310,000	-	-	-	2,310,000		
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0	-	-	-	3,090,000	-	-	-	3,090,000		
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0	-	-	-	1,240,000	-	-	-	1,240,000		
Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-		
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-		
SUBTOTAL	\$ 18,079,905	\$ 9,739,000	\$ 10,680,000	\$ 9,835,000	\$ 355,000	\$ 10,705,000	\$ 68,170,000	\$ 127,563,905	\$ 24,878,905		\$ 10,935,000	\$ -	\$ 91,750,000	\$ 7,760,000	\$ 9,355,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,060,000	
SUBTOTAL	\$ 18,079,905	\$ 8,789,000	\$ 11,890,000	\$ 9,835,000	\$ 355,000	\$ 10,705,000	\$ 68,170,000	\$ 127,823,905	\$ 25,138,905		\$ 10,935,000	\$ -	\$ 91,750,000	\$ 6,550,000	\$ 10,565,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,060,000	

** 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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STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	325,000	90,000	-	-	-	-	-	415,000	415,000	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	520,000	890,000	1,670,000	-	-	-	-	3,080,000	1,410,000	2,4,7	-		-	1,670,000		-	1,670,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	2	-		-	-		-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	50,000	-	-	-	-	-	50,000	50,000	2	-		-	-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	2	-		-	-		-	-	-	-	-	-
Rangewood Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-	-		-	-	-	-	-	-
Rangewood Drive Drainage Improvements	50,000	100,000	-	-	-	-	-	150,000	150,000	2	-		-	-		-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-	-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-	-		-	-	-	-	-	-
SUBTOTAL	\$ 1,545,000	\$ 1,205,000	\$ 1,870,000	\$ -	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,870,000	\$ 4,200,000		\$ -		\$ -	\$ 1,670,000		\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 1,545,000	\$ 1,305,000	\$ 1,870,000	\$ -	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,970,000	\$ 4,300,000		\$ -		\$ -	\$ 1,670,000		\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements 100,000 100,000

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

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SUMMARY OF FIVE YEAR CIP PLAN
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2/17/2020

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000		-		-	-	-	-	-	-	-	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	-	400,000	-	-	-	-	400,000	-		-		-		400,000		-	400,000	-	-	-	-
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-		-		-		-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	130,000		2,100,000		-		1,250,000	250,000	250,000	250,000	250,000	250,000	-	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	1,835,000	100,000	2	1,735,000		-		-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	-	2,550,000	-	-	-	-	-	2,550,000	-		750,000		-		1,800,000	1,800,000	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0	-		-		330,000	-	-	-	-	330,000	-	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	810,000	-	-	-	-	810,000	-	0	-		-		810,000	-	810,000	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	500,000	3,000,000	-	-	-	3,500,000	150,000	0			-		3,350,000	-	500,000	2,850,000	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000		0			-		2,500,000	-	-	-	-	-	2,500,000	-
Riverwalk Collector (Morriss Rd. to Windsor Dr.)	-	-	440,000	-	-	-	-	440,000	230,000	0	-		-		210,000	-	210,000	-	-	-	-	-
Southside Force Main Extension	-	-	-	300,000	2,100,000	-	-	2,400,000	1,400,000	0	-		-		1,000,000	-	-	-	1,000,000	-	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.3,5	-		-		2,900,000	-	-	-	-	-	2,900,000	-
Southside Pump Upgrade	-	90,000	1,012,000	-	-	-	-	1,102,000	535,500	0.5	-		-		566,500	-	566,500	-	-	-	-	-
Spring Meadow Ln Sewer Line	-	-	1,500,000	-	-	-	-	1,500,000		0	-		-		1,500,000	-	1,500,000	-	-	-	-	-
Timber Creek Trunk Line (Morriss Road to Rawlings Street)	-	300,000	2,505,000	-	-	-	-	2,805,000			-		-		2,805,000	300,000	2,505,000	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	300,000	-	-	-	300,000		0	-		-		300,000	-	-	-	-	300,000	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	2,660,000	410,000	0	2,250,000		-		-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	3,700,000			3,700,000		-		-	-	-	-	-	-	-	-
Wastewater Master Plan	-	180,000	-	-	-	-	-	180,000	180,000	0	-		-		-	-	-	-	-	-	-	-
Wastewater System Model Update	210,785	5,000	5,000	5,000	5,000	5,000	-	235,785	235,785	0.5	-		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0	-		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-		-		-		13,000,000	-	-	-	-	-	13,000,000	-
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-		-		-		1,000,000	-	-	-	-	-	1,000,000	-
Wastewater Treatment Plant Ultraviolet System Update	3,000,000		-	-	-	-	-	3,000,000	250,000	2	2,750,000		-		-	-	-	-	-	-	-	-
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	50,000	370,000	-	-	-	420,000	95,000	0	-		-		325,000	-	-	325,000	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	720,000	-	-	720,000		0	-		-		720,000	-	-	-	720,000	-	-	-
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	410,000	-	410,000		0	-		-		410,000	-	-	-	-	410,000	-	-
Wichita Trail Lift Station Improvements	-	-	-	780,000	-	-	-	780,000		0	-		-		780,000	-	-	780,000	-	-	-	-
SUBTOTAL	\$ 27,285,785	\$ 3,439,000	\$ 7,472,000	\$ 5,005,000	\$ 3,075,000	\$ 995,000	\$ 20,550,000	\$ 67,821,785	\$ 5,280,285		\$ 26,585,000	\$ -	\$ 35,956,500	\$ 2,350,000	\$ 6,741,500	\$ 4,205,000	\$ 1,970,000	\$ 1,290,000	\$ 19,400,000			
GRAND TOTAL UTILITY FUND	\$ 46,910,690	\$ 14,383,000	\$ 20,022,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,255,690	\$ 34,359,190		\$ 37,520,000	\$ -	\$ 129,376,500	\$ 10,110,000	\$ 17,766,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,460,000			
GRAND TOTAL UTILITY FUND	\$ 46,910,690	\$ 13,533,000	\$ 21,232,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,615,690	\$ 34,719,190		\$ 37,520,000	\$ -	\$ 129,376,500	\$ 8,900,000	\$ 18,976,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,460,000			
** Project Includes ADA Improvements		0	(850,000)					360,000														
Other Sources																						
0. Impact Fees																						
1. Grant and Interlocal Funds																						
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)																						
3. Escrow																						
4. Decision Package																						
5. Developer Agreement(s)																						
6. Park Development Fund																						
7. Tax Increment Reinvestment Zone (TIRZ)																						
8. Dedicated Sales Tax																						
9. SH 121 Regional Toll Revenue (RTR)																						

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SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
2/17/2020
Amendment 1

	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					
			2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
	Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0.5	\$ 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	0.5	-	-	1,400,000	-	-	-	-	1,400,000	-			
	ADA Transition Plan and Implementation **	1,148,000	150,000	150,000	150,000	150,000	150,000		1,898,000	163,000	2.4	1,135,000	-	600,000	-	150,000	150,000	150,000	150,000	-			
	Bruton Orand at FM1171 Right Turn Lane (Northbound)	100,000	450,000	-	-	-	-	-	550,000	170,000	2.4	380,000	-	-	-	-	-	-	-	-			
	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 (I35W to Prairie Ridge Rd) **	-	400,000	800,000	-	-	-	11,285,000	12,485,000	11,070,000	0	-	-	1,415,000	-	-	-	-	-	1,415,000			
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	1,650,000	-	5,407,000	-	-	-	-	7,057,000	1,650,000	0.1	-	-	5,407,000	-	5,407,000	-	-	-	-			
	Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	615,000	615,000	0.2	-	-	-	-	-	-	-	-	-			
	FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-	-			
	FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	950,000	350,000	0.3,5	600,000	-	-	-	-	-	-	-	-			
	FM 2499 at FM 3040 Intersection Improvements **	-	-	400,000	1,588,000	-	-	-	1,988,000	-		-	-	1,988,000	-	400,000	1,588,000	-	-	-			
	FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,300,000	-	-	-	1,700,000	1,400,000	1	-	-	300,000	-	300,000	-	-	-	-			
	FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	475,000	375,000	0	100,000	-	-	-	-	-	-	-	-			
	FM 2499 at Waketon Intersection Improvements	360,000	1,540,000	-	-	-	-	-	1,900,000	1,300,000	7.8	600,000	-	-	-	-	-	-	-	-			
	FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-	-	-			
	Garden Ridge Through Lane (at FM 3040)	60,000	550,000	-		-	-	-	610,000	610,000	0.4	-	-	-	-	-		-	-	-			
	I35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	2,500,000	1.5	-	-	2,500,000	-	-	-	-	-	2,500,000			
	Impact Fee Update	-	90,000	-	-	-	-	90,000	180,000	180,000	0	-	-	-	-	-	-	-	-	-			
	Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	800,000	7,918,000		-	8,718,000	4,975,000	0.1	-	-	3,743,000	-	-	-	3,743,000		-			
	Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0	1,400,000	-	-	-	-	-	-	-	-			
	Lakeside Parkway Capacity Improvements **	-	540,000	8,000,000	-	-	-	-	8,540,000	8,540,000	1.2,3	-	-	-	-	-	-	-	-	-			
	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 **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0.1,4	125,000	-	-	-	-	-	-	-	-			
	Peters Colony Roundabout **	200,000	910,000	-	-	-	-	-	1,110,000	1,110,000	2.4	-	-	-	-	-	-	-	-	-			
	Rippy Road (Waketon to FM 2499)**	1,150,000	3,600,000	-	-	-	-	-	4,750,000	4,331,000	2.4,7	419,000	-	-	-	-	-	-	-	-			
	Roadway Amenities	593,083	90,000	90,000	90,000	90,000	90,000	-	1,043,083	398,083	2.4	285,000	-	360,000	-	90,000	90,000	90,000	90,000	-			
	Shiloh Road Improvements **	-	505,000	-	-	-	-	6,100,000	6,605,000	505,000	1	-	-	6,100,000	-	-	-	-	-	6,100,000			
	Sidewalk Links **	1,111,000	150,000	-	-	-	-	-	1,261,000	1,261,000	2.4	-	-	-	-	-	-	-	-	-			
	Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,560	3	819,440	-	-	-	-	-	-	-	-			
	Street Light Improvements	-	115,000	-	-	-	-	-	115,000	115,000	2.4	-	-	-	-	-	-	-	-	-			
	Transportation Model Update and LOS Mapping	75,000	-	-	-	-	-	-	75,000	75,000	2	-	-	-	-	-	-	-	-	-			
	Waketon Road **	5,500,000	-	-	-	-	-	-	5,500,000	5,270,000	3.5,7	230,000	-	-	-	-	-	-	-	-			
	Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2.4	-	-	-	-	-	-	-	-	-			
	SUBTOTAL	\$ 30,475,083	\$ 9,090,000	\$ 15,247,000	\$ 3,928,000	\$ 10,621,000	\$ 240,000	\$ 30,140,337	\$ 99,741,420	\$ 61,544,980		\$ 7,643,440	\$ -	\$ 30,553,000	\$ -	\$ 6,347,000	\$ 1,828,000	\$ 3,983,000	\$ 1,640,000	\$ 16,755,000			

*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)
10. Debt

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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					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028						2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	350,000	\$ 350,000	0,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd	-	-	350,000	-	-	-	-	350,000	215,000	0,4	-	135,000	-	135,000	-	-	-	-
FM 2499 at Chaparral	-	350,000	-	-	-	-	-	350,000	350,000	0,4	-	-	-	-	-	-	-	-
FM 2499 at Northshore	-	-	350,000	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
FM 2499 at Silveron	405,000	-	-	-	-	-	-	405,000	405,000	0	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	350,000	-	-	-	-	350,000	350,000	0,4	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	350,000	-	-	350,000	350,000	0,4	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	350,000	350,000	350,000	0,4,5	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	350,000	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	625,000	125,000	125,000	125,000	125,000	125,000	-	1,250,000	125,000	4	625,000	500,000	-	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	-	-	500,000	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,760,000	\$ 475,000	\$ 1,175,000	\$ 475,000	\$ 475,000	\$ 125,000	\$ 2,250,000	\$ 6,735,000	\$ 4,975,000	\$ 625,000	\$ -	\$ 1,135,000	\$ -	\$ 260,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	-	790,000	-	-	-	-	-	790,000	790,000	8	-		-		-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	-	200,000	1,321,000	-	-	-	-	1,521,000	1,521,000	8	-		-		-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	-	150,000	1,314,000	-	-	-	-	1,464,000	1,464,000	8	-		-		-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Chancellor) **	335,000	2,400,000	-	-	-	-	-	2,735,000	2,735,000	8	-		-		-	-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	350,000	2,300,000	-	-	-	2,650,000	2,650,000	8	-		-		-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-		-		-	-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlly St)	-	-	-	-	-	-	1,170,000	1,170,000	1,170,000	8	-		-		-	-	-	-	-	-	-
Morriss 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	-		-		-	-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	-			-	800,000	800,000	800,000	8	-		-		-	-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-	-	250,000	-	-	-	250,000	250,000	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	-		-		-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	500,000	-	-	-	-	500,000	500,000	8	-		-		-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-	-	-	-	-	-	-
SUBTOTAL	\$ 6,720,000	\$ 3,540,000	\$ 3,485,000	\$ 2,800,000	\$ 2,300,000	\$ 2,925,000	\$ 9,114,000	\$ 30,884,000	\$ 30,884,000		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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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					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	2,235,000	-		-		-		2,235,000		-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	1,893,375	763,375	4	1,130,000		-		-		-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	700,000	10,722,000	-	-	-	11,422,000	-		-		-		11,422,000		-	700,000	10,722,000	-	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000		-		-		-	-	-	-	-	-
Library Expansion**	12,500,000	-	-	-	-	-	-	12,500,000	100,000	2	12,400,000		-		-		-	-	-	-	-	-
Gibson-Grant Log Cabin Reconstruction	139,593	1,436,000	-	-	-	-	-	1,575,593	1,487,593	1,2	88,000		-		-		-	-	-	-	-	-
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	4	1,760,000		-		-		-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	1,750,000	1,100,000	4	650,000		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 27,473,968	\$ 1,436,000	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -	\$ 42,566,968	\$ 6,361,968		\$ 22,548,000		\$ -		\$ 13,657,000		\$ -	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -

*General Obligation Bonds
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Other Sources
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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					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
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	-		-	-		-	-	-	-	-	-
2020-21 Playground Replacements (Grand - Pavilion,Picnic tables, Grill, Trash Receptacles) **	-	-	300,000	-	-	-	-	300,000	300,000	8	-		-	-		-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	-	250,000	-	-	-	250,000	250,000	8	-		-	-		-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park - Enhancements	-	150,000	-	-	-	-	-	150,000	150,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	-	1,500,000	-	-	1,500,000	1,500,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park Improvements Phase II	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-		-	-		-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6,8	-		-	-		-	-	-	-	-	-
Canyon Falls Park	150,000	2,500,000	-	-	-	-	-	2,650,000	2,650,000	6,8	-		-	-		-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	-	-	-	650,000	-	650,000	650,000	8	-		-	-		-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	-	100,000	-	-	100,000	100,000	8	-		-	-		-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	8	-		-	-		-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	900,000	-	900,000	900,000	8	-		-	-		-	-	-	-	-	-
Gerault Park Update (Pavilion, Electrical, Grills & Trash Receptacles)	-	-	-	250,000	-	-	-	250,000	250,000	8	-		-	-		-	-	-	-	-	-
Glenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	250,000	-	-	-	250,000	250,000	8	-		-	-		-	-	-	-	-	-
Heritage Park Improvements (lighting;Upgrade Fort Wildflower Playground, Shade and Security Lighting.	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-		-	-		-	-	-	-	-	-
Hilltop Scoreboard Additions	-	-	50,000	-	-	-	-	50,000	50,000	8	-		-	-		-	-	-	-	-	-
Hound Mound Parking and Restroom	-	650,000	-	-	-	-	-	650,000	650,000	2,6			-	-		-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	425,000	-	-	-	-	425,000	425,000	8	-		-	-		-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creak, Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-		-	-		-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-		-	-		-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (Lighting for Tennis)**	-	-	-	225,000	-	-	-	225,000	225,000	8	-		-	-		-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)		90,000						90,000	90,000	8	-		-	-		-	-	-	-	-	-
Park and Trail Amenities	560,000	50,000	50,000	50,000	50,000	50,000	-	810,000	810,000	6,8	-		-	-		-	-	-	-	-	-
Peters Colony Memorial Park	105,000	150,000	1,000,000	-	-	-	-	1,255,000	1,255,000	6,8	-		-	-		-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	-	650,000	-	-	-	-	-	650,000	650,000	6,7	-		-	-		-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-		-	-		-	-	-	-	-	-
Rheudasil Park Improvements	400,000	1,600,000	-	-	-	-	-	2,000,000	2,000,000	8	-		-	-		-	-	-	-	-	-
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-	-		-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	-	100,000	-	-	-	-	100,000	100,000	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	8	-		-	-		-	-	-	-	-	-
SUBTOTAL	\$ 3,690,000	\$ 6,490,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 25,130,000	\$ 25,130,000		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 70,119,051	\$ 21,031,000	\$ 23,082,000	\$ 20,500,000	\$ 17,881,000	\$ 6,240,000	\$ 46,204,337	\$ 205,057,388	\$ 128,895,948		\$ 30,816,440		\$ -	\$ 45,345,000		\$ -	\$ 7,307,000	\$ 12,825,000	\$ 6,193,000	\$ 1,765,000	\$ 17,255,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

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

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
2/17/2020

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						Ame	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028								2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Bruton Orand Elevated Storage Tank Chloramine System	150,000	150,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-		
Canyon Falls 20-Inch Water Line	2,000,000	-	660,000	-	-	-	-	2,660,000	400,000	0	1,700,000	-	-	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	-	420,000	880,000	-	-	-	1,500,000	620,000	0.5	-	-	-	880,000	-	-	-	-		
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0	-	-	-	16,400,000	-	-	-	16,400,000		
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0	-	-	-	7,600,000	-	-	-	7,600,000		
Denton Creek Spine Road 12-Inch Water Line	100,000	350,000	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	-	-	1,650,000	-	300,000	1,350,000	-		
Denton Creek District - Reuse Waterlines	400,000	250,000	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	-		
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	-	-	-	5,590,000	-	-	-	5,590,000		
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0	-	-	-	-	-	-	-	-		
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	-		
Freeman 12-Inch Water Line (Water Tower to 1,600 Feet North)	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-		
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	-	1,000,000	-	-	-	-	-	1,000,000	700,000	0	-	-	-	300,000	300,000	-	-	-		
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	350,000	-	2,710,000	-	-	-	-	3,060,000	-	350,000	-	-	-	2,710,000	-	2,710,000	-	-		
High Road Water Line Replacement Phase III	-	1,500,000	-	-	-	-	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	-	-	-		
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	-	-	2,310,000	-	-	-	2,310,000		
Hillside Water Line Connection	-	200,000	-	-	-	-	-	200,000	-	-	-	-	-	200,000	200,000	-	-	-		
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	-		
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	-		
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0	-	-	-	-	-	-	-	-		
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0	-	-	-	880,000	-	-	-	880,000		
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	-	-	8,000,000	-	-	8,000,000	-		
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	5,450,000	1,450,000	0	-	-	-	4,000,000	-	-	-	4,000,000		
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	5,630,000	1,630,000	0	-	-	-	4,000,000	-	-	-	4,000,000		
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	1,440,000	1,440,000	0	-	-	-	-	-	-	-	-		
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	1,800,000	1,800,000	0	-	-	-	-	-	-	-	-		
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0	-	-	-	3,000,000	-	-	-	3,000,000		
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	200,000	2,300,000	-	-	-	-	-	2,500,000	200,000	2	-	-	-	2,300,000	2,300,000	-	-	-		
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	-		
Morriss Road Water Lines Phase II (Milford to Eaton)	-	350,000	2,650,000	-	-	-	-	3,000,000	-	-	-	-	-	3,000,000	350,000	2,650,000	-	-		
Morriss Road Water Lines Phase III (Eaton to FM 407)	-	-	550,000	5,000,000	-	-	-	5,550,000	2,200,000	0.7	-	-	-	3,350,000	-	550,000	2,800,000	-		
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	1,450,000	400,000	0.3	1,050,000	-	-	-	-	-	-	-		
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0	-	-	-	260,000	-	-	-	260,000		
Red Bud Point Water Service Relocation	925,000	260,000	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	-		
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	-		
Royal Oaks Water Line Replacement Phase I	-	-	75,000	725,000	-	-	-	800,000	-	0	-	-	-	800,000	-	75,000	725,000	-		
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0	-	-	-	1,000,000	-	-	-	1,000,000		
Stonecrest Pump Station Phase I (Auxiliary Power)	-	200,000	1,920,000	-	-	-	-	2,120,000	550,000	0	-	-	-	1,570,000	-	-	-	-		
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0	-	-	-	4,890,000	-	-	-	4,890,000		
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	-	-	-	-	840,000	-	-	-	840,000		
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	-	350,000	-	-	-	-	350,000	-	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	-	-	-	-	120,000	-	-	-	120,000		
Timber Creek Water Line Replacement Phase I	-	1,000,000	-	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	-	-	-		
Timber Creek Water Line Replacement Phase II	-	-	1,000,000	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	-	1,000,000	-	-		
Timber Creek Water Line Replacement Phase III	-	-	-	450,000	-	-	-	450,000	-	-	-	-	-	450,000	-	450,000	-	-		
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	300,000	300,000	-	-	-	1,500,000	300,000	300,000	300,000	300,000		
Water Master Plan	-	150,000	-	-	-	-	-	150,000	150,000	0	-	-	-	-	-	-	-	-		
Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	-	750,000	-	-	-	200,000	-	50,000	50,000	50,000		
Water System Model Update	157,285	5,000	5,000	5,000	5,000	5,000	-	182,285	182,285	0.5	-	-	-	-	-	-	-	-		
Westchester Water Line Replacement	-	-	-	-	-	1,320,000	-	1,320,000	-	-	-	-	-	1,320,000	-	-	1,320,000	-		
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0	-	-	-	2,310,000	-	-	-	2,310,000		
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0	-	-	-	3,090,000	-	-	-	3,090,000		
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0	-	-	-	1,240,000	-	-	-	1,240,000		
Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-		
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-		
SUBTOTAL	\$ 18,079,905	\$ 8,789,000	\$ 11,890,000	\$ 9,835,000	\$ 355,000	\$ 10,705,000	\$ 68,170,000	\$ 127,823,905	\$ 25,138,905		\$ 10,935,000	\$ -	\$ 91,750,000	\$ 6,550,000	\$ 10,565,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,060,000	
** 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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SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
2/17/2020

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	325,000	90,000	-	-	-	-	-	415,000	415,000	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	520,000	890,000	1,670,000	-	-	-	-	3,080,000	1,410,000	2,4,7	-		-		1,670,000		-	1,670,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	50,000	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
Rangewood Drive Drainage Improvements	50,000	100,000	-	-	-	-	-	150,000	150,000	2	-		-		-		-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 1,545,000	\$ 1,305,000	\$ 1,870,000	\$ -	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,970,000	\$ 4,300,000		\$ -		\$ -		\$ 1,670,000		\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -

** 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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WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000		-		-	-	-	-	-	-	-	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	-	400,000	-	-	-	-	400,000	-		-		-		400,000	-	-	400,000	-	-	-	-
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-		-		-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	130,000		2,100,000		-		1,250,000	250,000	250,000	250,000	250,000	250,000	-	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	1,835,000	100,000	2	1,735,000		-		-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	-	2,550,000	-	-	-	-	-	2,550,000	-		750,000		-		1,800,000	1,800,000	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0	-		-		330,000	-	-	-	-	330,000	-	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	810,000	-	-	-	-	810,000	-	0	-		-		810,000	-	-	810,000	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	500,000	3,000,000	-	-	-	3,500,000	150,000	0			-		3,350,000	-	500,000	2,850,000	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000		0			-		2,500,000	-	-	-	-	-	2,500,000	-
Riverwalk Collector (Morriss Rd. to Windsor Dr.)	-	-	440,000	-	-	-	-	440,000	230,000	0	-		-		210,000	-	210,000	-	-	-	-	-
Southside Force Main Extension	-	-	-	300,000	2,100,000	-	-	2,400,000	1,400,000	0	-		-		1,000,000	-	-	-	1,000,000	-	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.3,5	-		-		2,900,000	-	-	-	-	-	2,900,000	-
Southside Pump Upgrade	-	90,000	1,012,000	-	-	-	-	1,102,000	535,500	0.5	-		-		566,500	-	566,500	-	-	-	-	-
Spring Meadow Ln Sewer Line	-	-	1,500,000	-	-	-	-	1,500,000		0	-		-		1,500,000	-	1,500,000	-	-	-	-	-
Timber Creek Trunk Line (Morriss Road to Rawlings Street)	-	300,000	2,505,000	-	-	-	-	2,805,000			-		-		2,805,000	300,000	2,505,000	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	300,000	-	-	-	300,000		0	-		-		300,000	-	-	-	-	300,000	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	2,660,000	410,000	0	2,250,000		-		-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	3,700,000			3,700,000		-		-	-	-	-	-	-	-	-
Wastewater Master Plan	-	180,000	-	-	-	-	-	180,000	180,000	0	-		-		-	-	-	-	-	-	-	-
Wastewater System Model Update	210,785	5,000	5,000	5,000	5,000	5,000	-	235,785	235,785	0.5	-		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0	-		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-		-		-		13,000,000	-	-	-	-	-	13,000,000	-
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-		-		-		1,000,000	-	-	-	-	-	1,000,000	-
Wastewater Treatment Plant Ultraviolet System Update	3,000,000		-	-	-	-	-	3,000,000	250,000	2	2,750,000		-		-	-	-	-	-	-	-	-
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	50,000	370,000	-	-	-	420,000	95,000	0	-		-		325,000	-	-	325,000	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	720,000	-	-	720,000		0	-		-		720,000	-	-	-	720,000	-	-	-
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	410,000	-	410,000		0	-		-		410,000	-	-	-	-	410,000	-	-
Wichita Trail Lift Station Improvements	-	-	-	780,000	-	-	-	780,000		0	-		-		780,000	-	-	780,000	-	-	-	-

SUBTOTAL	\$ 27,285,785	\$ 3,439,000	\$ 7,472,000	\$ 5,005,000	\$ 3,075,000	\$ 995,000	\$ 20,550,000	\$ 67,821,785	\$ 5,280,285		\$ 26,585,000	\$ -	\$ 35,956,500	\$ 2,350,000	\$ 6,741,500	\$ 4,205,000	\$ 1,970,000	\$ 1,290,000	\$ 19,400,000			
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GRAND TOTAL UTILITY FUND	\$ 46,910,690	\$ 13,533,000	\$ 21,232,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,615,690	\$ 34,719,190		\$ 37,520,000	\$ -	\$ 129,376,500	\$ 8,900,000	\$ 18,976,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,460,000			
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** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: February 17, 2020

FROM: Brian Jaffe, Senior Project Engineer

ITEM: Consider approval of an ordinance vacating and abandoning an existing water line easement located at the southwest corner of Sweetwater Lane and Gerault Road.

BACKGROUND INFORMATION: The water line was taken out of service and replaced by the line constructed in Gerault Road. Abandoning the easement will help clear deed title information for the single family residential subdivision Magnolia Court. The Town has no improvements within the easement area.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Ordinance

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

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

AN ORDINANCE VACATING AND ABANDONING EASEMENTS LOCATED IN THE TOWN OF FLOWER MOUND; DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound, after careful study and consideration, has determined that the easements, located in the Town of Flower Mound, is not being used by, nor is useful or convenient to the public in general; therefore, it constitutes a public charge without a corresponding public benefit, and the public would be better served and benefitted by its vacation and abandonment.

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

SECTION 1.

The Town of Flower Mound hereby vacates and abandons the following easement, which is attached hereto as Exhibit A:

Right-of-Way Easement– Recorded in Volume 532, Page 109 of the Deed Records of Denton County, Texas.

SECTION 2.

A copy of this Ordinance shall be presented for filing with the County Clerk of Denton County, Texas.

SECTION 3.

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

SECTION 4.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF
_____, 2020.**

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

Form FHA-Tx 442-9
FILED FOR RECORD
AT 4:00 O'CLOCK P.M.

DEC 28 1965
Theta Parker
Clerk County Court, Denton Co., Texas

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

11925

RIGHT-OF-WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that Mary C. Hendrixson, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Town of Flower Mound, Texas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line or lines

over and across the following land owned by Grantor in Denton County, State of Texas: Being 12.98 acres of land in the W. H. Gibson Survey, Abst. No. 464, Denton County, Texas, more particularly described in a deed from Alma Whatley Estate to Mary C. Hendrixson, dated April 27, 1960, recorded in Vol. 456, Page 246, Deed Records, Denton County, Texas together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 20 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 19 day of August, 19 65.

Mary C. Hendrixson

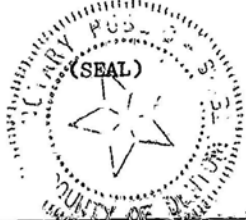
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Denton

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mary C. Hendrixson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of August, A. D. 19 65.



Theta Parker
Notary Public in and for Denton
County, Texas

Filed for Record: 28 day of Dec A.D. 1965 at 4:00 o'clock P M.
Recorded: 28 day of Dec A.D. 1965 at 1:25 o'clock P M.
By _____ Deputy THETA PARKER, Clerk County Court
Denton County, Texas



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: February 17, 2020

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Lot 5, Block A of the Pepper Creek Ranch Addition. The property is generally located at 4705 Summerhill Court. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 7, 2020, meeting).**

BACKGROUND INFORMATION: Lot 5, Block A of the Pepper Creek Ranch Addition is generally located at 4705 Summerhill Court. The site is approximately 0.992 acres in size. The site is currently zoned for Planned Development District No. 162 (PD-162) for a cluster development and is master planned for the Cross Timbers Conservation Development District. A home builder is required to submit a tree survey for each residential lot within the Pepper Creek Ranch Addition subdivision. The lot contains three (3) specimen trees, and the applicant is requesting to remove one (1) specimen tree to build a house. The specimen tree proposed for removal (Tree #699 – 28” post oak) is in good condition and is located within the proposed buildable area of the lot.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 57” of replacement trees, equaling nineteen (19) three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 7, 2020, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of February 3, 2020, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Tree Survey.

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



September 13, 2019

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
1001 Cross Timbers Road, Suite 2330
Flower Mound, TX 75028

Reference: Tree Removal Permit Application
Lot 5, Block B Pepper Creek Ranch
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to the infrastructure and onsite grading which thereby means the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

TREE TABULATION FROM THE SPECIMEN TREE SURVEY

Total specimen trees on site to be saved: 2

TREE TAG #	CALIPER (")	COMMON NAME
692	37	Post Oak
696	33	Post Oak

Total specimen trees on site to be removed due to infrastructure and grading: 1

TREE TAG #	CALIPER (")	COMMON NAME
699	28.5	Post Oak

The mitigation requirement for tree #699 will include and a standard mitigation rate of 2x the caliper inches of the tree removed. (19) 3" cal. Trees or equivalent preservation credits under section 94-40 of the town ordinance will be required to fulfill the mitigation requirement.

Due to preexisting conditions, infrastructure, grading, Town of Flower Mound Engineering Standards, and site conditions, this specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

Page 2

We are requesting the following specimen tree to be removed:

Tree #699, 28.5" Post Oak

Thank you for your consideration.

Based on the above data, I respectfully ask that the aforementioned trees be allowed to be removed from the site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Pinson', with a stylized flourish at the end.

Jameson Pinson, PLA
Landscape Architect, TX #2826

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

Jameson Pinson, P.L.A.

Address:

201 Countryview Drive
Boonville, TX 76022

Phone:

940.240.1012 ext 522

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s):

Ryan Anderson

Address:

709 Crater Lake Circle
Keller Texas 76248

3. Location and Legal Description of Property:

Lot 5, Block B of Pepper Creek Ranch
Addition, Flower Mound Denton County

4. Owner's Authorization of Representation

I, Ryan Anderson, the owner of the above described real property, do hereby authorize Jameson Pinson to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

[Signature]
Signature of Owner



Given Under My Hand and Seal of Office
This the 13 Day of September, 2019
Carolyn Marie King
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Jameson Pinson do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 28218
State of Licensure Texas
Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office
This the 13 Day of September, 2019
Carolyn Marie King
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 9/13/2019 by (initials) JRH.

4705 Summerhill Court -
Specimen tree proposed for removal

Tree #699 – 28" post oak





**Lot 5, Block A
Pepper Creek Ranch Addition
0.992 Acres
Town of Flower Mound
Denton County, Texas**

TREE SURVEY

Drawn By: LD
Date: 1.9.2019
Scale: 1"=40'
Revisions:

18309

**The John R. McAdams
Company, Inc.**
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com



MCADAMS

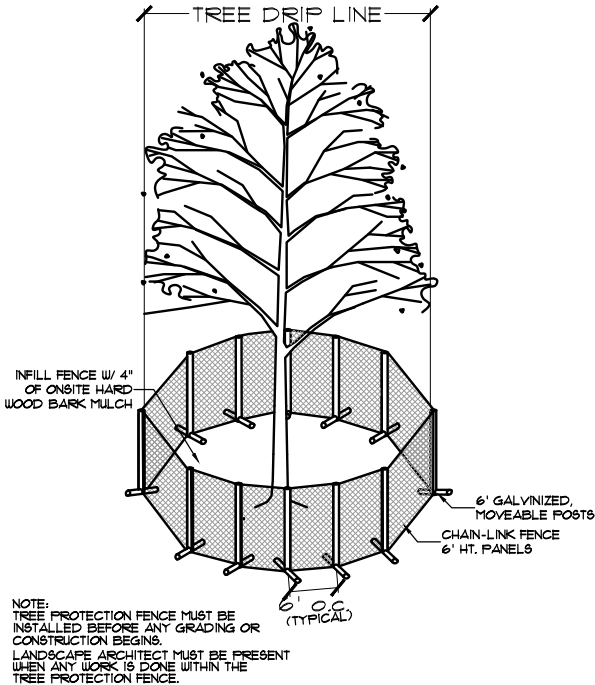


File: Z:\2018\18309\Drawings\Exhibit\18309 TS
Plotted: 11/26/2019 12:20 PM, by Davis, Xochilyn; Saved: 11/26/2019 12:19 PM, by xDavis

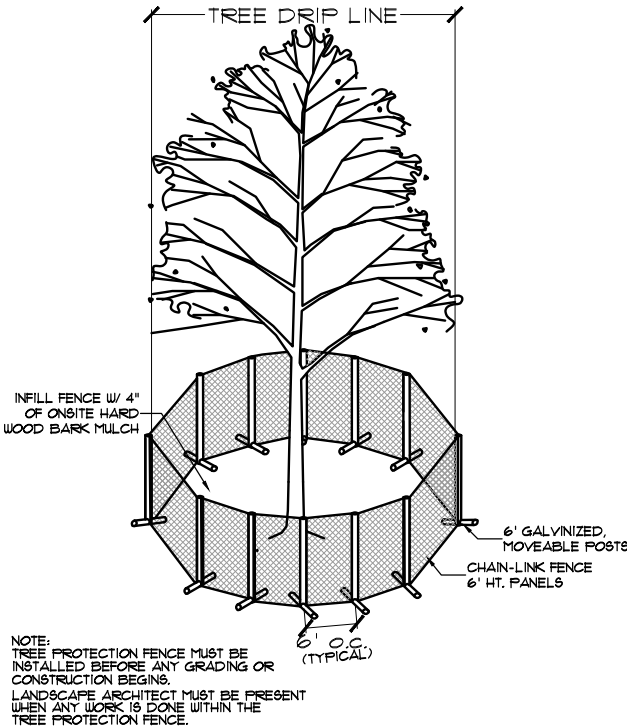
LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	REMOVED	SPECIMEN	REMARKS
1	688	6	POST OAK	Quercus stellata	YES	NO	
2	689	14	POST OAK	Quercus stellata	YES	NO	
3	691	9.5	POST OAK	Quercus stellata	YES	NO	
4	692	37	POST OAK	Quercus stellata	NO	YES	
5	695	6.5	POST OAK	Quercus stellata	YES	NO	
6	***696	33	POST OAK	Quercus stellata	NO	YES	
7	697	18	POST OAK	Quercus stellata	YES	NO	
8	698	21	POST OAK	Quercus stellata	YES	NO	
9	699	28.5	POST OAK	Quercus stellata	YES	YES	

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) In order to 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 soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
 - 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
 - 1) Personnel Qualifications: All 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:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
 - (iv) 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. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) 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) Trees 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 ground level and the stump ground out.
- G. TREE PROTECTION
 - 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlines.
 - 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 trees.
 - 3) Fences are to be maintained and remain until 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 "T" stakes 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 "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water 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 in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCING
1/4"=1'



2. TREE PROTECTION FENCING
NTS



11/26/2019

The John R. McAdams
Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
www.gadon.com
www.mcadamsco.com
TBPE: 19762 TBPLS: 10194440



"ADDRESS"
Lot 5, Block A
Pepper Creek Ranch Addition
0.992 Acres
Town of Flower Mound
Denton County, Texas

TREE SURVEY

Drawn By: LD
Date: 1.9.2019
Scale:
Revisions:

18309



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: February 17, 2020

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on Lot 36X, Block A of the Bradford Park Phase 2 subdivision. The property is generally located at 5301 Bradford Green Trail. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 4, 2020, meeting).**

BACKGROUND INFORMATION: Lot 36X, Block A of the Bradford Park Phase 2 subdivision is generally located at 5301 Bradford Green Trail. The lot is approximately 3.44 acres in size. The X-lot is currently zoned for Planned Development District No. 148 (PD-148) with Single-Family District 10 (SF-10) uses and is master planned for the Medium Density Residential based on its location within the subdivision. The applicant is requesting to remove one (1) specimen tree from the X-lot because of the tree's close proximity to the building pad on the adjacent developable residential lot to the north. The specimen tree proposed for removal (Tree #1054 / 215 / 90215 – 31" post oak) is in good condition.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 63" of replacement trees, equaling twenty-one (21) three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 4, 2020, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of February 5, 2020, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Tree Survey.

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



MASTER PLANNING

URBAN DESIGN

ARCHITECTURE

LANDSCAPE ARCHITECTURE

SAGE GROUP, INC.

January 21, 2020
SP18-00

Mr. James Hoefert
Environmental Review Analyst
TOWN OF FLOWER MOUND

Re: Tree Removal Permit Application for Bradford Park

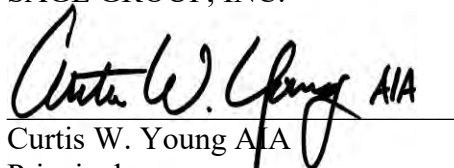
Dear Jimmy:

We respectfully request, on behalf of Lennar Homes of Texas Land and Construction, a Tree Removal Permit for the tree identified at #1054 / 215 / 90215, a 31" Post Oak, classified as a Specimen Tree by the Town of Flower Mound, within Bradford Park Phase 2. (See attached plans).

I know we discussed this tree previously, but we did not request for it to be removed at that time in an attempt to err on the side of preservation- in hopes we could make it work. However, as a significant portion of the tree overlaps the adjacent residential lot, and a home cannot be built without grading the lot under the dripline of the tree, we have determined that the tree must be removed to build the home.

We appreciate your consideration on this and please let me know if you need anything else from us.

Best Regards,
SAGE GROUP, INC.


Curtis W. Young AIA
Principal

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

KELLEE D. LEE

Address:

Sage Group, Inc.
1130 N. Carroll Ave, Suite 200
Southlake, TX 76092

Phone:

817-424-7102

Applicant's Legal Interest in the Property:

removal of tree # 1054/215/90125 - 31" POST OAK
located south of Lot 35, Block A

REASON FOR REQUEST:

Significant portion of tree would have to be removed to build house on
adjacent lot.

2. Property Owner(s)

Name(s): Lennar Homes of Texas Land & Construction

Address:

1707 Market Place Blvd. Irving Tx 75063

3. Location and Legal Description of Property:

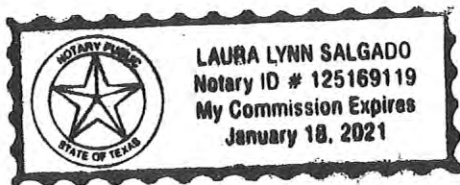
Bradford Park Phase 2 - Block A, LOT 35, LOT 36x (Open Space)
5315 Bradford Green Trail

Page 2 of 3.

4. Owner's Authorization of Representation

I, Jennifer Eller, the owner of the above described real property, do hereby authorize Sage Group Inc. to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Jennifer Eller
Signature of Owner



Given Under My Hand and Seal of Office
This the 20th Day of January, 2020
Laura Lynn Salgado
Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I _____, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Kelley D. Lee
Signature of Applicant

Landscape Architect License No. 2424
State of Licensure TEXAS
Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office
This the 20th Day of January, 2020
Shirley Anne Hampton
Notary Public
In and For Tarrant County, Texas

6. Received by Town of Flower Mound on (Date) 1/21/2020 by (initials) [Signature].

5301 Bradford Green Trail -
Specimen tree proposed for removal

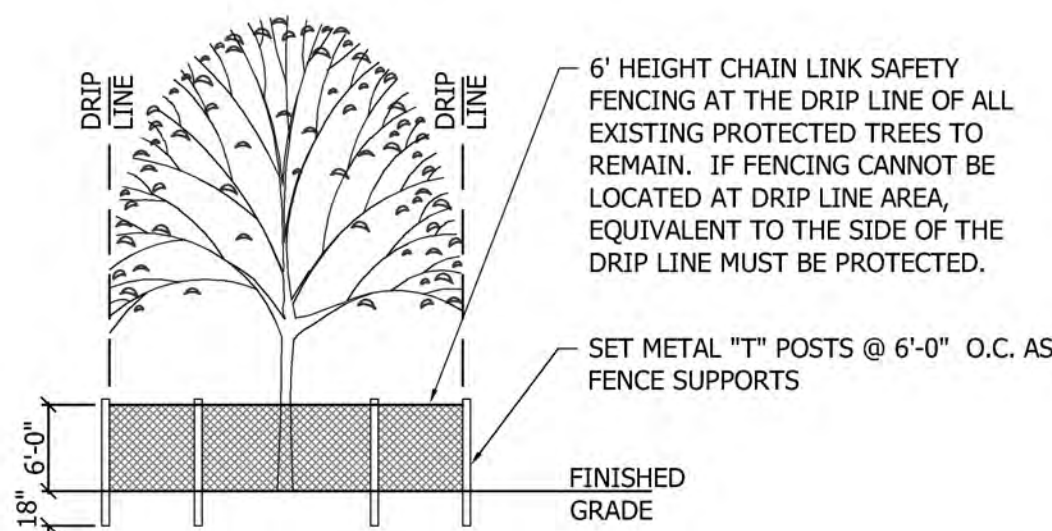
Tree #1054 / 215 /90215 – 31" post oak



Legend

- Specimen Tree to Remain 
- Specimen Tree to be Removed 
- Non Specimen Tree to Remain 
- Non Specimen Tree Removed 
- Surveyed Tree Canopy 
- Original tree tag # (red)
New tree tag # (black) 
- 6' Chainlink Tree Protection Fencing 

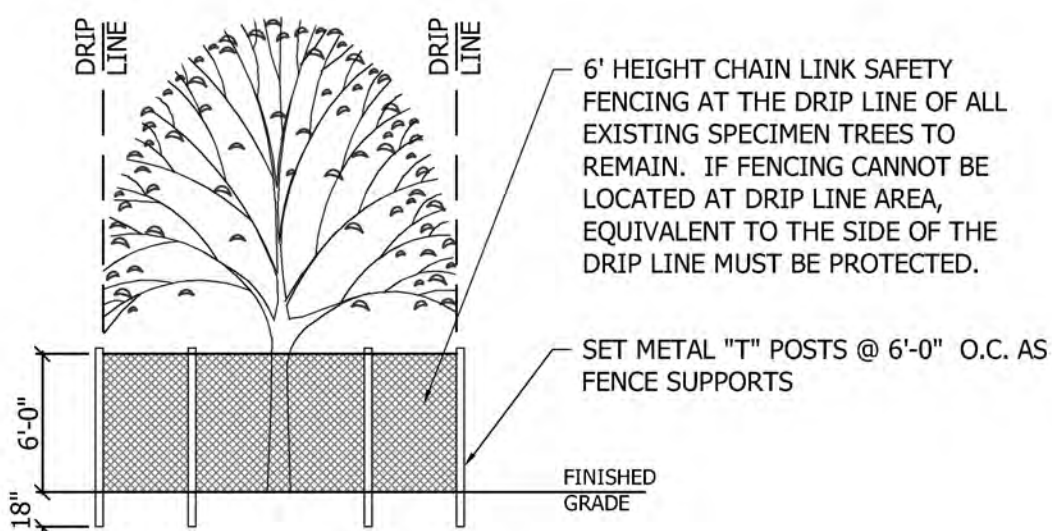
Buildable Area



- NOTES:
1. FENCE TO BE MAINTAINED AND REPAIRED AS NEEDED DURING CONSTRUCTION.
 2. NO CONSTRUCTION TRAFFIC, GRADING, STORAGE OR WASTE DISPOSAL ALLOWED WITHIN THE FENCED AREA AROUND TREES.

1 Protected Trees - Tree Protection Detail

Elevation/Section NOT TO SCALE



- NOTES:
1. FENCE TO BE MAINTAINED AND REPAIRED AS NEEDED DURING CONSTRUCTION.
 2. NO CONSTRUCTION TRAFFIC, GRADING, STORAGE OR WASTE DISPOSAL ALLOWED WITHIN THE FENCED AREA AROUND TREES.

2 Specimen Trees - Tree Protection Detail

Elevation/Section NOT TO SCALE



SAGE GROUP, INC.
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL 817-424-2626

Master Planning
Urban Design
Architecture
Landscape Architecture



Applicant / Developer

CalAtlantic Homes of Texas, Inc.
909 Lake Carolyn Parkway, Suite 1700
Irving, TX 75039
972-590-2400

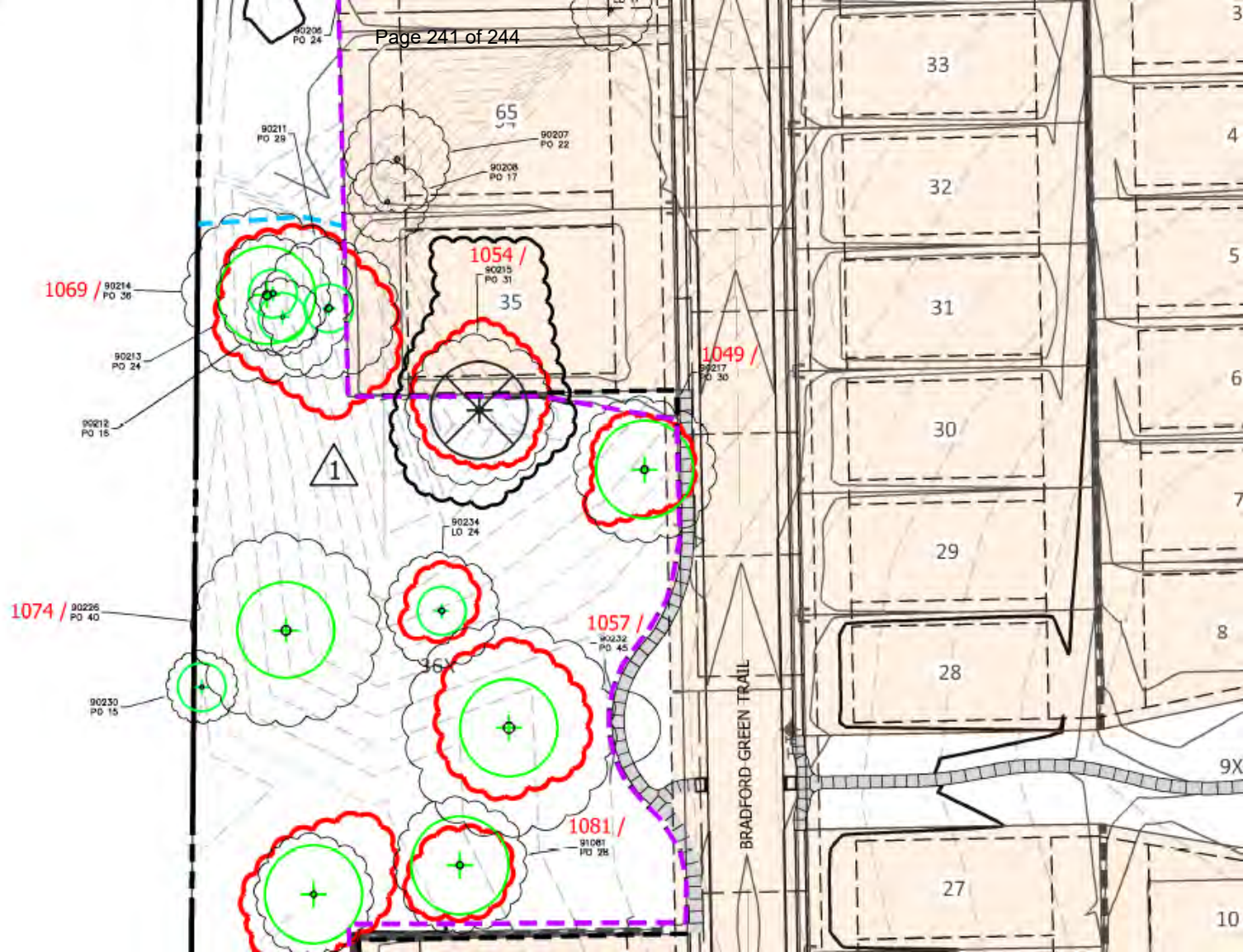
Bradford Park - Flower Mound, Texas
Development Plan
Tree Survey - Reference Plan

Issued
JAN. 21, 2020

Revisions
1/21/20 Tree Removal
Permit
Tree 1054/215/90125

DEVELOPMENT
PLAN

SHEET
DP2.1



Master Planning
Urban Design
Architecture
Landscape Architecture



Bradford Park - Flower Mound, Texas
Development Plan
Tree Survey - Reference Plan

Revisions

DEVELOPMENT PLAN

DP2.2

[illegible][illegible]

Town Council Future Agenda Items



SCHEDULED	3/2/2020	Consent	Consider approval of a Construction Agreement with ???, for the Garden Ridge Through Lane and Peters Colony Roundabout projects, in the amount of \$???; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2019.
		Consent	Consider approval of the purchase of a Kaeser Compressor valve control system from Kaeser Dallas, Inc., a sole source provider, for control of valves associated with the operation of the Sequence Batch Reactor process at the TOFM Wastewater Treatment Plant, in the amount of \$55,669.09.
		Consent	Purchase Solids Excluding Valves
		Consent	Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Garden Ridge Through Lane and Peters Colony Roundabout projects, in the amount of \$29,211.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval to award Best Value Bid No 2020-2-A for Landscape Maintenance Program-Forest Vista/Lake Forest to ?????? at the unit prices bid, in the estimated annual amount of \$??,000.00; and authorize the Mayor to execute same on behalf of the Town.
4/6/2020		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on February 17, 2020.
		Presentation	FMCA Graduation
		Consent	Double Oak ICA
		Consent	Speed Limit Change for Windridge Lane (North os Dixon Lane).
		Consent	Annual Street Sweeping Services Bid Award.
		Consent	Forest Vista Reconstruction Phase II - Testing Award
		Regular	Forest Vista Reconstruction Phase II - Construction Award
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0011 – Underground Utilities) by amending Section 90-423 entitled “Underground Utilities,” of the Town's Code of Ordinances to create clarifying definitions and standards for underground utilities within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its March 9, 2020, meeting.)

SCHEDULED	4/6/2020	Regular	Stonecrest Pump Station Phase 1 Auxillary Power - Design
	4/20/2020	Presentation	Texas Municipal Library Directors Association (TMLDA) "Achievement of Library Excellence" Award
	5/12/2020	Regular	Placeholder: Canvass 5/2 Election