

AGENDA
FLOWER MOUND TOWN COUNCIL REGULAR MEETING
4/20/2020
VIA VIDEO CONFERENCE
6:00 P.M.

[CLICK HERE](#) FOR INSTRUCTIONS ON HOW TO PARTICIPATE IN THE MEETING

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

Effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow telephonic or video conference meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. The Town of Flower Mound Town Council meetings will be temporarily held via video conference. A recording of the meeting will be available the following day at <https://www.flower-mound.com/fmtv>, look for the "Town Council Archive" menu.

A. CALL MEETING TO ORDER

B. INVOCATION

C. GENERAL PUBLIC COMMENT

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.

[CLICK HERE](#) to submit general public comments regarding issues or agenda items not indicated as a Public Hearing.

D. ANNOUNCEMENTS

1. Announcements from council members

E. TOWN MANAGER'S REPORT

Update and discussion on:

1. COVID-19
2. Financial update
3. Capital Improvement projects
4. Economic Development projects

F. FUTURE AGENDA ITEMS

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

Town Council Meeting Agenda

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G. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, May 4.
2. Discuss and consider re-scheduling a work session originally scheduled for April 16 to Thursday, May 21 on the topic of short-term rentals.

H. CONSENT ITEMS

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

1. Minutes 3/2 & 3/19- Consider approval of the minutes from a regular meeting of the Town Council held on March 2, and a special meeting held on March 19, 2020.
2. Network Security Assessment- Consider approval of the Town Network Penetration and Vulnerability Scanning Project in the amount of \$17,719.99.
3. Advanced Funding Agree-377@Canyon Falls- Consider approval of an Advance Funding Agreement with the Texas Department of Transportation in the amount of \$400,000.00, to assist in the payment for the Railroad Crossing Improvements in association with the work required for train preemption of the traffic signal at US 377 and Canyon Falls Drive; and authorization for the Mayor to execute the same on behalf of the Town.
4. Bakersfield Park - Scoreboards- Consider approval of the purchase and installation of eleven LED scoreboards for the Bakersfield Park baseball fields, from Nevco Sports LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$77,968.40.
5. CIP Budget Amendment 2- Consider approval of Amendment No. 2 to the Fiscal Year 2019-2020 Capital Improvement Program.
6. Double Oak ICA- Consider approval of an Interlocal Cooperation Agreement with the Town of Double Oak for the Waketon Road project and approval of CIP Amendment 2; and authorization for the Mayor to execute same on behalf of the Town.
7. Forest Vista Recon Phase 2 Testing Award- Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing for the Forest Vista Drive Reconstruction Phase II (Morris to Chancellor) and the Forest Vista Water Line project project, in the amount of \$62,378.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Grady Ct Recon Construction CO1- Consider approval of Change Order No. 1 for the construction of the Grady Court Reconstruction project, amending the contract with 3D Paving and Contracting, LLC, to provide for an increase to the contract in the amount of \$53,760.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Speed Limit Change Northlake Highlands- Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within the Northlake Highlands Sections 2 and 3 to 25 mph (The Transportation Commission recommended approval of the exception request by a vote of 4 to 0 at its March 10, 2020, meeting.)

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10. Library Expansion Furniture Purchase- Consider approval of the purchase and installation of furnishings for the Library Expansion Project, to multiple bidders at the total amount of \$405,729.19.
11. Peters Colony Memorial Pk Design Award- Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town.
12. Railroad Commission Notice- Consider approval of a Railroad Commission of Texas Agreed Settlement and Consent Order resulting from damage to an underground gas pipeline while conducting a water line repair on December 4, 2019; and authorization for the Mayor to execute same on behalf of the Town.
13. Speed Limit Change Windridge Lane- Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within Waterford Park Estates to 25 mph (The Transportation Commission recommended approval of the exception request for Windridge Lane by a vote of 6 to 0 at its February 12, 2019, meeting.), and conversion of remaining streets within Waterford Park Estates.
14. Solids Excluding Valves Purchase- Consider approval of the purchase of Solids Excluding Valves for the Wastewater Treatment Plant (WWTP) Sequence Batch Reactors (SBR), from Evoqua Water Technologies, a sole source provider, in the amount of \$85,654.00.
15. Stonecrest Pump Station-Add Aux. Power- Consider approval of a Professional Services Agreement with Gupta and Associates, Inc., for the design phase services associated with the Stonecrest Pump Station Phase I (Auxiliary Power) project, in the amount of \$198,610.00; and authorization for the Mayor to execute same on behalf of the Town.
16. Wastewater Plant Valve Control System- Consider approval 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 \$56,640.67.
17. CAC Water Heater Replacement- Consider approval of the emergency replacement of the Community Activities Center water heater in the amount of \$30,000.
18. Timber Creek Sewer Trunk Line Award- Consider approval of services for the existing sanitary sewer main related to the Timber Creek Trunk Line (Morris Road to Rawlings Street) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #555-18, administered through Buyboard, in the amount of \$49,355.00.
19. Property Tax P&I Waiver- Consider approval of a waiver for penalty and interest on property tax account: 730064DEN and authorization for the Mayor to execute the same on behalf of the Town.
20. Public Works Vehicle Purchase- Consider approval of the purchase of one (1) new Ford F550 Crew Cab Chassis with Service Body per Town of Flower Mound Specifications as noted on Quote from Sam Pack's Five Star Ford.

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I. REGULAR ITEMS

21. Disaster Declaration Extension- Consider approval of a resolution to further extend the Town disaster declaration beyond April 20, 2020, and discussion regarding disaster mitigation measures associated therewith.
22. Notice of Intent - CO Series 2020- Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2020, in the principal amount not to exceed \$9,100,000, for the purpose of paying for waterworks and sewer system improvements.
23. LDR20-0002 - Temp Government Bldgs- Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0002 – Temporary Government Buildings) by amending Chapter 78 entitled "Administration" and Chapter 98 entitled "Zoning," of the Town's Code of Ordinances to create a temporary government office/classroom definition and standards, and to clarify issuance and operational standards for other temporary uses within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting)

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

24. Z19-0007 - Smith Tract- Public Hearing to consider an ordinance amending the zoning (Z19-0007- Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at is April 13, 2020, meeting)

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

Applicant
requests
to
postpone
items #24
& #25

25. DP19-0007 - Smith Tract- Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances, and subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 13, 2020, meeting)
26. RF20-01050 - Fence Height- Consider a request for an exception (RF20-01050) to Section 98-1142, Fence Height and Visibility, of the Code of Ordinances, to build a residential fence in excess of the Town's maximum height standards. The property is located at 3212 Pecan Meadows Drive. (The Town Council postponed the item at its March 2, 2020, meeting)

Town Council Meeting Agenda

April 20, 2020

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27. Forest Vista Recon Phase II Const Award- Consider approval of a Construction Agreement with Pavecon Public Works, LP, for the Forest Vista Drive Reconstruction Phase II (Morris to Chancellor) and the Forest Vista Water Line project, in the amount of \$1,664,279.45; and authorization for the Mayor to execute same on behalf of the Town.

J. 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, for consultation with attorney, 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.

K. 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.

L. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the Town's website in accordance with GC Section 551.056 on the following date and time: April 16, 2020, at 4:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: April 20, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on March 2, and a special meeting held on March 19, 2020.

BACKGROUND INFORMATION: The Town Council held a regular meeting on March 2, and a special meeting on March 19.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 3.2
2. Draft minutes 3.19

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

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 2, 2020**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 2ND DAY OF MARCH 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

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Russ Mcnamer gave the invocation and Mayor Dixon led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Janvier Werner, 2828 Bob White Lane	Single Family Estate (SFE) Zoning
2.	David Johnson, 3617 San Paula	Public comments

E. PRESENTATIONS

1. Commitment to Excellence Award (Police Department)

The Texas Highway Patrol presented two Flower Mound officers with a Commitment to Excellence Award for their work on a DWI Task Force during this last holiday season.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 2, 2020**PAGE 2****F. ANNOUNCEMENTS**

Mayor Dixon had the following announcements or reported on:

- Welcomed Flower Mound Citizen Academy participants present at the meeting
- Police banquet and various awards

Councilmembers Engel and Bumgarner announced that Tuesday, March 3 is Election Day.

Deputy Mayor Pro Tem Forest announced that this Saturday the Summit Club is having their annual fundraiser and he highlighted some of the area charity organizations that benefit from the proceeds.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update and there was discussion on:

1. Update and status report related to capital improvement projects.
 - Aberdeen Drive extension
2. Update and discussion on Economic Development projects.
 - New or coming soon businesses
3. Seasonal outdoor photography studio

Mr. Dalton gave a presentation identifying or noting:

- Business owner request (3 components)
- Options

and he responded to the following questions from Council:

- What are the unintended consequences in going down this path
- Is the request before Council just for Parker Square
- Clarification in that what's presented doesn't change the language as it relates to special events
- Would the application include a specific area within Parker Square
- Clarification regarding the Planned Development (PD) amendment process

Council Discussion

There was Council discussion regarding:

- Concern regarding limiting just to Parker Square when there might be additional demand out there, such as Lakeside
- Deal with just the one Parker Square issue now; however, need to be mindful that other request may be coming forward and there needs to be a process for that
- Planned Development amendment process

There was Council consensus to open the option globally; however, to be as efficient as possible for Parker Square, and let staff try to figure that out and bring forward whichever one fits best.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 2, 2020**PAGE 3****H. FUTURE AGENDA ITEMS**

1. There were no future agenda item request.

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, April 6.
2. Consider scheduling an April 16 work session to allow discussion on short-term rental regulations.

Mayor Dixon announced the April 6 meeting and there was Council consensus to have the April 16 work session for the purpose of discussing short-term rental regulations.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on February 17, 2020.

Item 2 was moved to regular items.

3. Consider approval to award Best Value Bid No 2020-2-A for Landscape Maintenance Program-Forest Vista/Lake Forest to Brightview Landscape Services, Inc. at the unit prices bid, in the estimated annual amount of \$21,134.40; and authorize the Mayor to execute same on behalf of the Town.
4. 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.

Mayor Pro Tem Sharma moved to approve by consent Items 1, 3, and 4 as presented in the agenda caption. Councilmember Bumgarner 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: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS:****K. REGULAR ITEMS**

2. Consider approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2019.

Ms. Wallace responded to the following questions from Council:

- Clarification regarding the financial goals table and potential uses of the fund balance

Mayor Pro Tem Sharma moved to approve Items 2 as presented in the agenda caption. Councilmember Engel seconded the motion.

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

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 2, 2020**PAGE 4**

5. Consider approval of a Construction Agreement with Reliable Paving Inc., for the Garden Ridge Through Lane and Peters Colony Roundabout projects, in the amount of \$1,205,174.30; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce provided background information about the project, including the scope of work for the project.

and she responded to the following questions from Council:

- What is the Town's history with the company
- Clarification regarding the evaluation criteria for a contractor

Deputy Mayor Pro Tem Forest moved to approve Item 5 as presented. Councilmember Engel seconded the motion.

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

6. Consider a request for an exception (RF20-01050) to Section 98-1142, Fence Height and Visibility, of the Code of Ordinances, to build a residential fence in excess of the Town's maximum height standards. The property is located at 3212 Pecan Meadows Drive.

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General location
- Site plan
- Exception
- Photos

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

- What is the fence height on the neighbor's property on the other side
- What is the possibility of adjacent neighbors wanting to do similar
- Has staff received feedback from the neighbors on the west side
- If situations like this can be handled at the time the initial project comes through
- Clarification that at one end it would be aligned but not at the other end, and what's the opinion of the neighbor with the lower fence
- What type of material will the fence be (wrought iron or wood)
- How could situations like this be prevented in the future

Council Discussion

There was Council discussion regarding:

- Would be interested to know if both neighbors on each side are acceptable to the 11-foot fence

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 2, 2020**PAGE 5**

- Preference to not have an 11-foot fence at one end adjoin a 6 foot at the other end
- Interest in drop/stair down option.
- If the applicant is not amenable to the stair step down approach to meet the west side's neighbors back fence, what does that neighbor think
- How the situation is not about the neighbor, but more about the builder and how they just stopped half way through his property
- It's difficult to legislate all the possible scenarios that might be coming in the future

There was Council consensus to have staff reach out to the neighbor on the west side to get their input on the neighbors proposed 11-foot fence.

Deputy Mayor Pro Tem Forest moved to postpone Item 6 (RF20-01050) to April 6, 2020. Councilmember Pierson seconded the motion.

VOTE ON MOTION:*Motion passed (postpone)***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE****L./M. CLOSED/OPEN MEETING**

The Town Council did not convene into a closed meeting. No action was taken on the following items:

- a. Consultation with Attorney.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

N. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 6:57 p.m. on Monday, March 2, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR
ATTEST:

THERESA SCOTT, TOWN SECRETARY

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 19, 2020**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL SPECIAL AND EMERGENCY MEETING HELD ON THE 19TH DAY OF MARCH, 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.

Meeting Video Link: <https://flowermoundtx.swagit.com/play/03192020-862> (subject to change)

The Town Council met in a special 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
Andy Kancel	Police Chief
Eric Greaser	Fire Chief
Brandon Barth	Emergency Management Specialist

A. CALL MEETING TO ORDER

Mayor Dixon called the special and emergency meeting to order at 6:00 p.m.

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

Mayor Dixon gave the invocation and led the pledges.

D. PUBLIC COMMENT

	Speaker names and address	Subject <i>(as written on the form)</i>
1.	Iver Sneva, 1807 Kendolph Dr, Denton	Furloughed Town employees

E. TOWN MANAGER'S REPORT

1. Temporary compensation and related guidelines for furloughed employees of the Town.

Mr. Stathatos outlined the current situation in relation to furloughed employees, and he responded to questions from the Mayor or members of Council regarding:

- Clarification regarding options employees can use regarding leave time
- If allowing people to take sick leave prior to vacation time was an option

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 19, 2020**PAGE 2****F. REGULAR ITEM**

1. Consider approval of a resolution extending the disaster declaration.

Mr. Meredith and Mr. Stathatos provided background information regarding the purpose of the resolution, and they responded to questions from the Mayor or Councilmembers regarding:

- Clarification regarding the timeline of the declaration
- What category does office fit in, from a gathering perspective (i.e. 10 or less)
- What is the Town's position regarding enforcement of the Town's codes given the current circumstances
- Are day cares allowed to remain open
- What happens if the state comes back with a more restrictive resolution and what action would the Town need to take, if any
- What are the restrictions for movie theaters

Chief Greaser, Chief Kancel, and Mr. Barth updated Council on to-date actions in their respective areas because of COVID-19, including answers to frequently asked questions, and they responded to questions from the Mayor or Councilmembers regarding:

- Whether external facilities (i.e. churches, gyms, etc.) have been contacted should the hospital get overwhelmed and those resources are needed

Council Discussion

There was Council discussion regarding:

- How technology allows many people to work remotely
- Interest in having restrictions for gatherings of 10 or less
- Termination date options for declaration
- Possibility of closing all parks temporarily
- Importance of people not panicking and rushing to the stores and clearing shelves
- Various establishments that might be impacted by the declaration
- Regional cooperation from area entities

Mayor Pro Tem Sharma moved to approve a resolution extending the disaster declaration by thirty-one (31) days. Deputy Mayor Pro Tem Forest seconded the motion.

RESOLUTION NO. 02-20

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CONSENTING TO THE EXTENSION OF THE DECLARATION OF LOCAL DISASTER EXECUTED BY MAYOR STEVE DIXON ON MARCH 15, 2020, UNTIL APRIL 20, 2020, AT 11:59 P.M. CENTRAL STANDARD TIME; AND PROVIDING AN EFFECTIVE DATE.

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

Supplemental Emergency Item

2. Discuss and consider postponing the Town of Flower Mound May 2, 2020, General Election to Nov. 3, 2020.

Ms. Scott gave a presentation identifying or noting:

- Current situation that allows for the postponement of the May election to November
- May 2nd considerations
- November 3rd consideration

Council Discussion:

There was Council discussion regarding:

- How feedback from the challengers was received both candidates indicated being acceptable to postponing given the circumstances
- Feedback from incumbent candidates
- The political process would be difficult as it would impact candidates and their ability to go door to door, or campaigning in general
- Political signs currently in place

Deputy Mayor Pro Tem Forest moved to postpone the May 2, 2020, General Election to the November 3, 2020, Election date. Mayor Pro Tem Sharma seconded the motion.

RESOLUTION NO. 03-20

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS POSTPONING THE GENERAL ELECTION CALLED FOR MAY 2, 2020, FOR THE OFFICES OF TOWN COUNCIL PLACE 2, AND PLACE 5, UNTIL NOVEMBER 3, 2020, ESTABLISHING PROCEDURES FOR THE POSTPONED ELECTION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

Motion passed

G. CLOSED MEETING

The Town Council did not convene into a closed meeting.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 19, 2020**PAGE 4****H. ADJOURN SPECIAL AND EMERGENCY MEETING**

Mayor Dixon adjourned the special and emergency meeting at 7:26 p.m. on Thursday, March 19, 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: April 20, 2020

FROM: Gary Bertagnolli, Director of Information Technology

ITEM: **Consider approval of the Town Network Penetration and Vulnerability Scanning Project in the amount of \$17,719.99.**

BACKGROUND INFORMATION: The purpose of this project is to analyze the town's network environment from a security perspective across a wide field of view. This broad security assessment will provide a macro view of our network environment and confirm or recommend security best practices.

External vulnerability scanning and penetration testing will ensure the safety and integrity of the town's network hardware infrastructure and data.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to not approve the proposed upgrade could leave the Town's network vulnerable.

FISCAL IMPACT: \$17,719.99

Proposed Expenditure/(Revenue):	Account Number(s):
\$17,719.99	100-655-59100-5100

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

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

ATTACHMENTS:

1. Quote - Penetration Testing
2. Quote - Vulnerability Scanning

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



CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Gary Bertagnoli
Director, Information Technology
Town of Flower Mound, TX
2121 Cross Timbers Road
Flower Mound, TX 75028

FROM: Ricardo DeAsis
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gary.bertagnoli@flower-mound.com

EMAIL: Ricardo.DeAsis@carahsoft.com

PHONE: (972) 874-6051

PHONE: (703) 921-4093

FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-CPO-444
Expiration Date: January 23, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO: 18042761
QUOTE DATE: 02/05/2020
QUOTE EXPIRES: 03/06/2020
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$11,347.83

TOTAL QUOTE: \$11,347.83

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	SRC-AST-NS-PT-02-01	Penetration Test: Small SecureWorks, Inc - SRC-AST-NS-PT-02-01		\$11,347.83 OM	1	\$11,347.83
SUBTOTAL:						\$11,347.83
TOTAL PRICE:						\$11,347.83
TOTAL QUOTE:						\$11,347.83

Service Fees are 50% billable upon SOW execution, 50% billable upon delivery of report.

The terms and conditions of this quote are bound by the Statement Of Work (SOW) below. A signed copy of this SOW will be required along with your purchase order.

The purchase of any Managed Security Services is bound by the terms of the end user license agreement, which can be found on the following website: <https://www.carahsoft.com/Eula/SecureWorks>

This Statement of Work ("SOW") is entered into by and between Carahsoft Technology Corp, with its principal place of business located at 11493 Sunset Hills Rd, Suite 100, Reston, VA, 20190-5328 ("Carahsoft/Partner") and **Town of Flower Mound**, with its principal place of business located at **Town of Flower Mound** ("Customer/Client"), as of the Effective Date, which is defined by the latest date in the signature blocks below. Carahsoft shall resell the services outlined herein to its customer, **2121 Cross Timbers Road Flower Mound, TX 75028**. Secureworks, Carahsoft, and Customer hereafter referred to together as the "parties", and each, a "party". This SOW is governed by and subject to the terms and conditions of the TX-DIR-CPO-4444 Contract which is incorporated by reference in its entirety herein. Capitalized terms not defined herein shall have the meaning ascribed to them in the TX-DIR-CPO-4444.

1 Scope

Under this SOW, Secureworks will provide Customer with the **Penetration Test** service ("Service" as such Service is described in detail below.

1.1 Penetration Test

Testing includes the following scope:

- One (1) "Small" external penetration test

Customer may request and schedule a retest of High and Critical-severity vulnerabilities no later than 90 days of primary test completion.

Should Secureworks discover indicators of past, current, or imminent compromise, testing will stop and the technical point of contact will be notified promptly.

1.1.1 Out of Scope

Locations, services, devices, or personnel that are not specifically listed as in scope are considered out of scope.

1.1.1.1 Penetration Test

- Internal Test: Due to the goal-based nature of internal testing, all systems attached to the internal network are in-scope. Any system not explicitly excluded from testing may be compromised and used during attempts to attack the target systems.
- External Test: External testing will be limited to pre-defined target systems or network ranges. Any modifications to scope will be discussed documented with Customer before proceeding, and may incur additional fees through a Change Order.

The work provided by Secureworks described within this SOW will be delivered according to the Customer-provided information found in Appendix 2: Additional Scoping Detail.

2 Service Delivery

2.1 Delivery Coordination

Secureworks will provide coordination for the Services with appropriate communication and updates to the stakeholder community. The coordinator will oversee logistics for people, processes and tools as well as timeline and meeting facilitation.

The scope of delivery coordination includes:

- Develop delivery timeline with Customer and with Secureworks resources
- Work with Customer to identify and address issues or concerns that impact service delivery

- Periodic, high-level updates on progress
- Confirm delivery and procure project sign-off

2.2 Remote Testing Services Delivery

All Secureworks testing services will be performed remotely from a secure facility and will be delivered using the Secureworks Remote Testing Appliance (RTA).

Customer Location(s):

Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-2699

For locations deemed by Secureworks as unsafe, Secureworks solely reserves the right to limit travel to those locations or to require a security escort at additional customer expense. Customer will be notified at the time services are requested if additional security is required, and Customer will be required to authorize the additional expense before travel is arranged.

2.3 Timeline and Scheduling

2.3.1 Timeline

2.3.1.1 Timeline

- Onsite work will be performed Monday-Friday, 8 a.m. – 6 p.m. local time, or similar daytime working hours.
- Remote work will occur Monday-Friday, 8 a.m. – 8 p.m. Eastern time.
- To simulate real-world threat actors, goal-based testing, such as Penetration Tests and Red Team Tests, can occur at any time, within the testing dates, at Secureworks' discretion.
- Work performed outside of the hours listed above, as requested or required by Customer, will incur additional service charges.

2.3.2 Scheduling

2.3.2.1 Standard Scheduling

Secureworks will contact a Customer-designated representative within five (5) business days after the execution of this SOW to schedule a time for the services to be performed. Services outlined within this SOW require a minimum of four (4) weeks advance notification to schedule.

Secureworks will use commercially reasonable efforts to meet Customer requests for dates and times for the delivery of Services, including performance of the Services during Customer designated downtime windows, meeting Customer deliverable deadlines, and other Customer scheduling requests. An email confirmation of an agreed upon schedule, sent by Secureworks, confirmed and returned by email by Customer, shall constitute formal acceptance of such schedule.

Once scheduling of any onsite work at Customer location(s) has been mutually agreed to, any changes by Customer to the onsite work within two (2) weeks of the onsite work to be performed will incur a \$2,000 re-scheduling fee. This re-scheduling fee does not apply to work that does not require travel by Secureworks.

3 Customer Obligations

Customer acknowledges that Secureworks' ability to perform the Services is contingent upon the following:

- Customer resources are scheduled and available.
- If Customer does not own network resources, including IP addresses, hosts, facilities or web applications, it will have obtained consent and authorization from the applicable third party, in form and substance satisfactory to Secureworks, to permit Secureworks to provide the Service.
- For onsite Services, Customer will provide a suitable workspace for Secureworks resources, and necessary access to systems, network, and devices.
- Replies to all requests are prompt and in accordance with the delivery dates established in the Scheduling phase.
- Customer scheduled downtime and change windows allow adequate time for Secureworks performance of the Services.

3.1 Adversarial Security Testing

- Customer will promptly inform Customer personnel and third parties of testing activities to prevent disruption to Secureworks business (e.g., takedown requests, ISP blacklisting).

3.2 Remote Testing Appliance ("RTA")

For assessments where an RTA is necessary:

- Customer will provide a suitable hypervisor, outbound connectivity, and access to technical personnel for troubleshooting.
- Customer will assist in the proper placement of the RTA virtual machine, and provide the necessary network connectivity to enable service delivery.
- Customer will securely remove any RTA virtual hosts upon completion of the services.

4 Deliverable Components

Service Name	Report	Delivery Schedule	Delivery Method
Penetration Test	Final	Upon completion of testing	Email
Penetration Test Findings Retest (if applicable)	Final	Upon completion of retest	Email

4.1 Reports and Timing

Presentation of findings and deliverables compiled by Secureworks in the performance of the Services (the "Report") are tailored to work performed, and to Customer's needs.

Reports generally contain:

- Executive summary
- Methods, detailed findings, narratives and recommendations if any

- Attachments as needed for relevant details and supporting data

4.1.1 Adversarial Testing Report Timing

During the three (3) weeks after completing an engagement, Secureworks Technical Quality Assurance (“TQA”) process for reporting may validate and investigate issues raised in the report. This will result in a small amount of testing traffic outside the core testing window that will cease upon delivery of the report. At the end of the TQA process, Secureworks will issue a formal report to the Customer-designated point of contact.

Customer shall have three (3) weeks from delivery of the report to provide comments to be included in the final report. If there are no comments received from Customer before the expiration of the review period, the report will be deemed final.

5 Service Fees and Expenses

Until this SOW is fully executed by both parties, the fees proposed herein are only valid for 90 days from the date received.

5.1 Service Fees

Service Name	Price
Penetration Test	\$11,347.83 USD

5.2 Standard Billing Terms

- Services Fees are 50% billable upon SOW execution
- Services Fees are 50% billable upon delivery of the Final Report

5.3 Out-of-Pocket Expenses

The Service fees outlined above include all incidental out-of-pocket expenses such as report preparation and reproduction, faxes, copying, etc.

The following out-of-pocket expenses are NOT included in the Service fees: those travel fees related to transportation, meals and lodging to perform the Services. Customer agrees to reimburse Secureworks for all reasonable and actual out-of-pocket expenses incurred for travel to the Customer location in the performance of the Services herein.

6 SOW Term

6.1 SOW Term

The term of this SOW (the “SOW Term”) shall commence on the SOW Effective Date, which is defined as the latest date in the signature blocks below and terminate on the earlier to occur of one of the following: (i) the date which is one (1) year thereafter, or (ii) the completion of the Services.

The term of the Services (the “Services Term”) shall commence upon the completion of a kick-off call between Secureworks and Customer and terminate on the earlier to occur of one of the following: (i) the SOW Term, or (ii) the completion of the Services.

Upon completion of the Services, the Customer designated contact will receive an email confirmation from Secureworks. Unless otherwise notified in writing to the contrary by the Customer designated contact within thirty (30) days of such email confirmation, the Services and this SOW shall be deemed complete.

7 Security Consulting Disclaimers

7.1 Onsite Services

Notwithstanding Secureworks' employees' placement at Customer's location(s), Secureworks retains the right to control the work of such employees. For international travel, onsite Services may require additional documentation, such as visas, visitor invitations, and related documentation, which may affect timing of the Services and reimbursable expenses.

7.2 Security Services

Should this SOW include security scanning, testing, assessment, forensics, or remediation Services ("**Security Services**"), Customer understands that Secureworks may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities while delivering the Security Services listed in this SOW. Customer hereby authorizes Secureworks to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services or otherwise approved by Customer from time to time) on network resources with the internet protocol ("IP") addresses identified by Customer. Secureworks shall perform the Security Services during a timeframe mutually agreed upon with Customer. The Security Services may also entail buffer overflows, fat pings, operating system specific exploits, and attacks specific to custom-coded applications, but will exclude intentional and deliberate denial of service ("DoS") attacks. Furthermore, Customer acknowledges that the Security Services described herein could possibly result in service interruptions or degradation regarding Customer's systems and accepts those risks and consequences. Customer hereby consents and authorizes Secureworks to provide any or all of the Security Services with respect to Customer's systems. Customer further acknowledges that it is Customer's responsibility to restore network computer systems to a secure configuration after Secureworks completes testing.

7.3 Compliance Services

Should this SOW include compliance testing or assessment or other similar compliance advisory Services ("**Compliance Services**"), Customer understands that, although Secureworks' Compliance Services may discuss or relate to legal issues, Secureworks does not provide legal advice or services, none of such Compliance Services shall be deemed, construed as or constitute legal advice and that Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, any written summaries or reports provided by Secureworks in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Customer legal or regulatory compliance.

7.4 Payment Card Industry ("PCI") Compliance Services

Should this SOW include PCI compliance auditing, testing or assessment or other similar PCI compliance advisory Consulting Services ("**PCI Compliance Services**"), Customer understands that Secureworks' PCI Compliance Services do not constitute any guarantee or assurance that security of Customer systems, networks and assets cannot be breached or are not at risk. These PCI Compliance Services are an assessment, as of a particular date, of whether Customer systems, networks and assets, and any compensating controls meet the applicable PCI standards. Mere compliance with PCI standards may not be sufficient to eliminate all risks of a security breach of Customer systems, networks, and assets.

Furthermore, Secureworks is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of subsequent changes to Customer systems, networks, and assets after the date that the Final Report is created, absent a separately signed SOW expressly requiring the same.

7.5 Record Retention

Secureworks will retain a copy of Customer's reports and supporting Customer Data in accordance with the Secureworks record retention policy, which provides such retention for a period commensurate with such Customer's reports and supporting Customer Data usefulness and Secureworks' legal and regulatory requirements and Secureworks' directives.

Unless Customer gives Secureworks written notice to the contrary prior thereto, then thirty (30) days after delivery of the Final Report, Secureworks shall have the right, in its sole discretion, to dispose of all acquired hard drive images and other report backup information acquired in connection with its performance of its obligations under this SOW.

This SOW is agreed to by the parties. Any terms and conditions attached to a purchase order submitted by Customer in connection with this SOW are null and void.

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, TX 75028

By:

Printed:

Title:

Date:

Carahsoft Technology Corp

11493 Sunset Hills Rd, Suite 100

Reston, VA 20190

By:

Printed:

Title:

Date:

Appendix 1: Service Descriptions

8 Penetration Test

8.1 Penetration Test

Secureworks will conduct a penetration test as defined in Customer's Statement of Work ("**SOW**"). The objective of a Penetration Test is to demonstrate weaknesses in systems or network services (highlighting that "the chain is only as strong as the weakest link") and/or how to leverage the weaknesses to move through the network and gain access to target systems or data. The test includes exploitation of vulnerabilities, username and password discovery, lateral movement between systems inside and outside of the target environment, and pivoting through compromised hosts. The test exposes security flaws that vulnerability assessments do not usually detect.

8.1.1 Pre-Engagement

The rules of engagement for testing are established during scheduling and kickoff sessions. Topics to be covered include:

- Goals and objectives for the test
- Definition of scope and validation of targets
- Rules of engagement, levels of effort and risk acceptance
- Testing timelines and schedules
- Reporting requirements, timelines and milestones
- Key personnel, roles and responsibilities, and emergency planning
- Secureworks source IP address ranges, and tools and techniques

Following the project kickoff call, Secureworks will send a confirmation email to ensure agreement on these items.

A member of Secureworks' Staging Team will be involved between the kickoff call and the start of testing to aid the Customer in completing any pre-testing tasks. These tasks include collecting IP addresses / targets / scope, configuring any remote testing connectivity, and other mandatory pre-testing tasks.

If all pre-testing tasks are not completed two (2) weeks before the testing window, the project will be rescheduled for a later date.

8.1.2 Remote Testing Appliance: Internal Assessments Only

Secureworks has created a system that facilitates remote testing we have named the Remote Testing Appliance ("**RTA**"). This virtual machine allows Secureworks to establish a point-of-presence on the Customer's internal network and provide remote, internal testing capabilities. Using the RTA, Secureworks can eliminate onsite travel expenses and offer greater scheduling flexibility, while providing the same quality as an onsite test.

The RTA implementation process is as-follows:

- Secureworks works with Customer to pre-configure the RTA, determine the best source-network placement, and provide the Customer with a download link for the RTA image
- Customer downloads the RTA, and with Secureworks assistance, deploys the RTA to the source network

- Secureworks verifies connectivity before testing begins, and works with Customer to resolve any connectivity issues

RTA requirements:

- Outbound internet connectivity to the secure Secureworks testing environment. The RTA creates an encrypted, outbound connection over port 443 using an SSL VPN protocol.
 - **Note:** At no point can a direct connection be initiated to the RTA from outside the Customer network. All outbound connections are initiated by the Customer, from within the virtual machine, to Secureworks' secure testing facilities
- A virtual machine hypervisor that supports OVA, OFV or VMX virtual machine images. The RTA runs in most hypervisors, including free and licensed versions of VMware and VirtualBox. The RTA does not currently work in Microsoft Hyper-V hypervisor environments.
- Each RTA virtual machine requires a minimum of a single-core 2 GHz CPU, 2 GB RAM, and 16GB hard disk space.

8.1.3 Penetration Test

Secureworks employs a multi-phase approach to advanced network security testing, based on an internally developed methodology, derived from industry best practice and Secureworks extensive experience. Secureworks works closely with the Customer to determine in-scope and out-of-scope targets.

8.1.3.1 Network Discovery

Secureworks performs port-scans of the provided IP ranges to identify live hosts. This includes activities such as:

- Scanning a range of IP addresses to identify top TCP ports in use
- Identifying certain applications and potential version information through banner grabbing

For external tests, scan data is delivered after testing is complete, detailing live hosts and top open ports. Port-scan data is not included with internal test reports.

8.1.3.2 Open Network Services Enumeration

Secureworks interrogates network services to determine additional information about Customer network that could lead to compromise. Examples include:

- DNS host name lookups, brute force zone transfers and DNS relays
- SNMP operating system, software, and network and user enumeration
- SMTP open mail relays and user enumeration
- NetBIOS/SMB domain policy disclosure, including password policy
- LDAP domain policy disclosure and enumeration
- Network service banners for exploitable software
- Web servers for default usernames and passwords and file upload vulnerabilities
- Unknown services to locate potential backdoors

8.1.3.3 Open Network Services Exploitation

Secureworks will use information from "Open Network Services Enumeration" to attempt compromise of network services. Examples of techniques used include:

- Brute-forcing of password protected, network-based services

- Authentication bypass of vulnerable network services
- Exploiting outdated vulnerable services using public exploits
- Identifying and exploiting network backdoors

Note: Use of captured credentials, while not a software vulnerability, is a common vector of attack. Use of captured credentials and publicly disclosed password dumps are considered in-scope. The use of any exploits with high risk of Customer service impact will be discussed prior to use.

8.1.3.4 Post Exploitation and Lateral Movement

Secureworks will attempt to identify compromise vectors for the wider network and domain infrastructure. The following techniques may be used to show the impact of compromise from earlier phases:

- Exploiting domain trusts, network routes and bridged networks exposed by compromised systems
- Evading antivirus and end-point protection on compromised systems, further exploiting compromised hosts without detection
- Retrieving additional network and domain passwords and elevating privileges to achieve Domain Administrator or root-level access
- Using gathered credentials and access tokens to compromise additional systems
- Searching for business-critical data

8.1.4 Add-On: Phishing

The objective of phishing is to test user security awareness by manipulating individuals to perform malicious actions or provide sensitive information through email. This is accomplished using a variety of standard scenarios, ranging from generic, spam-like messages to emails that appear to originate from internal users, third-party service providers, or customers.

The goal is to obtain user credentials or gain access to a user's workstation, which will be used in conjunction with other parts of the Penetration Test.

8.1.4.1 Scenario Development and Testing

Secureworks will tailor the engagement to fit Customer needs, building from a set of standard scenarios. In a typical scenario, Secureworks impersonates internal staff or a third party, sending emails to entice individuals to visit a malicious web site that collects their credentials and compromises their workstation.

8.1.4.2 Technical Testing Execution

Secureworks sends email messages to target individuals and performs the scenarios that were previously developed. Secureworks uses prearranged email content and delivery mechanisms to ensure delivery to each target user. Logs from the "malicious" server track user interaction with the website, and record captured credentials or other evidence of exploitation.

Any credentials captured or systems compromised are leveraged during other parts of the Penetration Test.

8.1.4.3 Reporting

Phishing adds the following to the larger Penetration Test report:

- Successful emails, attachments, and techniques used during the campaign
- Evidence of workstation compromise
- Description of any phishing activities that furthered the goal toward target system compromise

8.1.5 Note on Web Applications

Web applications are characteristically the most vulnerable applications, and Secureworks has services designed to thoroughly test and assess web application security. If web applications are found within the range of in-scope IP address, Secureworks performs basic, black-box testing of those web applications. This should not be considered a fully comprehensive test of Customer web application.

8.1.6 Remote Retest

Secureworks will conduct one (1) remediation validation ("**RV**") for only the high- and critical-severity findings listed in the final report.

After the final report is delivered, Customer has ninety (90) days in which to remediate issues, schedule the RV, and have Secureworks perform the RV. Customer must submit the RV request through email to the Secureworks point of contact for the assessment within thirty (30) days of delivery of the final report or the RV is forfeited.

For external penetration tests, findings discovered after pivoting and post-exploitation can be difficult to validate and are therefore not included in RV. For internal penetration tests, RV can only be performed if the original test used the Secureworks RTA.

Secureworks will issue a brief report summarizing the results of the RV, which will include information about whether Customer successfully remediated the issues.

Note: Secureworks only conducts RVs remotely, regardless of whether the assessment was conducted onsite.

Appendix 2: Additional Scoping Detail

9 Additional Scoping Detail

The information below was provided by Customer to derive scope and pricing described within this SOW. Secureworks will deliver the services described herein according to this information. Significant changes to the Customer environment that exceed this information may result in scope changes and additional fees, as documented through a Change Order. Customer and Secureworks agree to follow the Change Control guidelines as indicated in the CRA.

Penetration Test

Internal or External?	External
How many target IP addresses?	1-50
After hours work required?	No
Would you like to add Endpoint Compromise Phishing?	No



CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Gary Bertagnolli
 Director, Information Technology
 Town of Flower Mound, TX
 2121 Cross Timbers Road
 Flower Mound, TX 75028

FROM: Ricardo DeAsis
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: gary.bertagnolli@flower-mound.com

EMAIL: Ricardo.DeAsis@carahsoft.com

PHONE: (972) 874-6051

PHONE: (703) 921-4093

FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-4288
 Expiration Date: February 21, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 18025304
QUOTE DATE: 02/11/2020
QUOTE EXPIRES: 03/12/2020
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$6,372.16

TOTAL QUOTE: \$6,372.16

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	VMS-Q-VS-E-000032-PCI	Qualys Vulnerability Scanning: External: 17-32 IPs: Includes PCI SecureWorks, Inc - VMS-Q-VS-E-000032-PCI		\$182.74 TX DIR	32	\$5,847.68
2	VMS-Q-AO-TP-IE-000032	Qualys Vulnerability Scanning: Add-on: Threat Protection: Int and Ext: 17-32 IPs SecureWorks, Inc - VMS-Q-AO-TP-IE-000032		\$16.39 TX DIR	32	\$524.48
SUBTOTAL:						\$6,372.16
TOTAL PRICE:						\$6,372.16
TOTAL QUOTE:						\$6,372.16



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of an Advance Funding Agreement with the Texas Department of Transportation in the amount of \$400,000.00, to assist in the payment for the Railroad Crossing Improvements in association with the work required for train preemption of the traffic signal at US 377 and Canyon Falls Drive; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: At the July 15, 2019 Town Council meeting, an agreement with the Union Pacific Railroad (UPRR) was approved to pay for the work that needs to be completed in the UPRR right of way. The estimated cost for the UPRR work is \$456,291.00. This is only an estimated cost and UPRR may elect to recalculate this estimate. The Town has agreed to pay 100% of the actual cost to UPRR. Therefore, the amount of Regional Toll Revenue (RTR) funds that was requested was \$400,000.00. At the June 17, 2019, Town Council meeting, an interlocal agreement with Denton County was approved for an additional \$55,000.00 to help cover the cost of the local match for the RTR funds. The remaining local match of \$45,000.00 is the Town's responsibility and is part of the US 377 at Canyon Falls signal project. The total funds available for this work is \$500,000.00. Therefore, the Town has a small contingency in case the actual costs are higher than the estimated cost. If there are any funds remaining after final payment to UPRR, the remaining funds shall be returned to the state. The Regional Transportation Council approved these RTR funds and added it to the Transportation Improvement Plan (TIP) during the August TIP cycle.

The latest update from UPRR is that the work to be done in the railroad right of way will commence on June 6, 2020. The estimated time for this construction by UPRR is approximately one month. By signing this agreement, this will provide the necessary funds to pay for this work.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Not to move forward with the agreement. If Council decides not to approve the agreement, the Town would then be responsible to pay the entire cost of the UPRR work with Town funds, or abandon and remove the signal at this Intersection.

FISCAL IMPACT: \$400,000.00 revenue

Proposed Expenditure/(Revenue):	Account Number(s):
(\$400,000.00)	513-4606

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

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

ATTACHMENTS:

1. RTR Agreement

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



4777 EAST US HIGHWAY 80 | MESQUITE, TEXAS 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

March 24, 2020

To: Steve Dixon
Mayor
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
mayor@flower-mound.com

Through: Polita Flemming ^{DS} PF
Advance Transportation Planning
Dallas District
Texas Department of Transportation
214-320-4424; polita.flemming@txdot.gov

From: Minh Nguyen
Advance Transportation Planning
Dallas District
Texas Department of Transportation
4777 East Highway 80
Mesquite, Texas 75150-6643
214-320-4435; minh.nguyen@txdot.gov

Subject: Advance Funding Agreement
CSJ: 0918-47-317
Project: US 377
Limits: at Union Pacific Railroad (UPRR) Crossing and Canyon Falls

Attached for electronic signature is the Advance Funding Agreement between the Town of Flower Mound and the Texas Department of Transportation for the installation of railroad crossing traffic signals on US 377 at Union Pacific Railroad (UPRR) Crossing and Canyon Falls in the Town of Flower Mound. Please DocuSign and return the signed copy to me for additional processing.

CC: Project File

CSJ: 0918-46-317
Project: US 377
Limits: at UPRR Crossing and Canyon Falls
District: 18-Dallas
Code Chart: 14670
Funding Category: Cat 3. RTR (SH 161)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
 FOR A PROJECT USING FUNDS HELD IN THE
 STATE HIGHWAY 161 SUBACCOUNT**

Railroad Crossing Improvements

(Off System)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and the Town of Flower Mound (Local Government), collectively, the "Parties."

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 161 toll project from IH 20 to SH 183 in Dallas County ("SH 161 payments") and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 161 Subaccounts), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the "Commission") approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

WHEREAS, the Local Government has requested money from the SH 161 Subaccounts for the installation of railroad crossing traffic signals on US 377 at Union Pacific Railroad (UPRR) Crossing and Canyon Falls in the Town of Flower Mound (**CSJ 0918-46-317**)

CSJ: 0918-46-317
Project: US 377
Limits: at UPRR Crossing and Canyon Falls
District: 18-Dallas
Code Chart: 14670
Funding Category: Cat 3. RTR (SH 161)

(**Project**); the RTC has selected the Project to be funded from the SH 161 Subaccounts; and the Commission concurred in the selection and, authorized the expenditure of money from SH 161 Subaccount in Minute Order 115625 dated October 31, 2019; and

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 161 Subaccounts.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 161 Subaccounts in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 26 of the Texas Department of Transportation bill pattern in House Bill 1, 86th Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 161 Subaccounts to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2014 Fiscal Year began September 1, 2013).

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of

CSJ: 0918-46-317
Project: US 377
Limits: at UPRR Crossing and Canyon Falls
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interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 161 Subaccounts. Funds may be increased only through an amendment of this Agreement. If the SH 161 Subaccounts do not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 161 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 161 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 161 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

Article 7. Procurement and Contracting Process

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the

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project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

Article 11. Compliance with Laws, Environmental Review and Public Involvement

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 TAC 2.3(b)(1)(A), the State's environmental review requirements do not apply to the Project because the State is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the Local Government shall ensure that the project complies with all environmental review and public involvement requirements applicable to the Local Government under State and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

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Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.

CSJ: 0918-46-317**Project:** US 377**Limits:** at UPRR Crossing and Canyon Falls**District:** 18-Dallas**Code Chart:** 14670**Funding Category:** Cat 3. RTR (SH 161)

- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Town of Flower Mound Attention: Mayor 2121 Cross Timbers Road Flower Mound, Texas 75028	Texas Department of Transportation Attention: Director of Contract Services 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided

CSJ: 0918-46-317

Project: US 377

Limits: at UPRR Crossing and Canyon Falls

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under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 161 Subaccounts, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

CSJ: 0918-46-317

Project: US 377

Limits: at UPRR Crossing and Canyon Falls

District: 18-Dallas

Code Chart: 14670

Funding Category: Cat 3. RTR (SH 161)

- a. By mutual written agreement and consent of both parties;
- b. By either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- c. By the State if the Local Government does not let the construction contract for the Project within one year after the State first provides SH 161 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- d. By the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

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Project: US 377
Limits: at UPRR Crossing and Canyon Falls
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Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

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

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

THE LOCAL GOVERNMENT

By: _____
Steve Dixon
Mayor
Town of Flower Mound

Date: _____

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Project: US 377
Limits: At UPRR Crossing at Canyon Falls
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Code Chart: 14670
Funding Category: Cat 3. RTR (SH 161)

ATTACHMENT A

Payment Provisions and Work Responsibilities

For CSJ# 0918-46-317, the State will pay \$400,000 from the SH 161 Subaccount for the installation of railroad crossing traffic signals on US 377 at Union Pacific Railroad (UPRR) Crossing and Canyon Falls in the Town of Flower Mound.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 161 Subaccount Funds Participation	Local Government Participation
Construction (by Local)	2020	\$500,000	\$400,000	\$100,000
TOTAL		\$500,000	\$400,000	\$100,000

The Local Government required match is \$100,000

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

Certificate Of Completion

Envelope Id: AB221D7FE64442C89957482750EF3038

Status: Sent

Subject: Please DocuSign: LG Routing Memo - Town of Flower Mound - 0918-47-317-Traffic Signals-RTR161.do...

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 1

Minh Nguyen

AutoNav: Enabled

125 E. 11th Street

Envelopeld Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

Minh.Nguyen@txdot.gov

IP Address: 66.25.47.122

Record Tracking

Status: Original

Holder: Minh Nguyen

Location: DocuSign

3/24/2020 1:51:29 PM

Minh.Nguyen@txdot.gov

Signer Events**Signature****Timestamp**

Polita Flemming



Sent: 3/24/2020 1:59:06 PM

polita.flemming@txdot.gov

Viewed: 3/24/2020 1:59:49 PM

Transport Funding Spec

Signed: 3/24/2020 2:24:09 PM

txdot

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 24.242.239.139

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Steve Dixon

Sent: 3/24/2020 2:24:11 PM

mayor@flower-mound.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Christina Troell



Sent: 3/24/2020 2:24:10 PM

CTroell@itsinc-tx.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Daniel Poe



Sent: 3/24/2020 2:24:11 PM

daniel.poe@flower-mound.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Matthew Hotelling matthew.hotelling@flower-mound.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/24/2020 2:24:11 PM Viewed: 3/24/2020 2:24:35 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/24/2020 2:24:11 PM
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Payment Events	Status	Timestamps
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In Process



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 20, 2020

FROM: Mark Long, Recreation Superintendent

ITEM: Consider approval of the purchase and installation of eleven LED scoreboards for the Bakersfield Park baseball fields, from Nevco Sports LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$77,968.40.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various enhancements at Bakersfield Park, which include the upgrade of eleven LED scoreboards in fiscal year 2019-2020, after recommendation from the Parks Board for Parks and Recreation needs for Capital Improvement Program projects.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of this purchase, and direct staff to continue the ongoing maintenance to utilize the older scoreboards.

FISCAL IMPACT: \$77,968.40

Proposed Expenditure/(Revenue):	Account Number(s):
\$77,968.40	317-110-90602

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

Total project cost is \$150,000. Funding sources are:

- Dedicated Sales Tax \$ 150,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard Proposal

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

Town of Flower Mound - Bakersfield Park
Custom Model 1625 with Imprinted Logo (14' x 7')

Wireless Control - MPCW7



Account Name	Town of Flower Mound	Created Date	3/5/2020
Quote Number	00106441	Expiration Date	4/30/2020
Contact Name	Matt Chutchian	Prepared By	Joanna Huckabee
Title	Athletics Supervisor	Title	Display & Scoring Consultant
Phone	(972) 874-6271	Phone	(936) 590-1236
Email Address	matt.chutchian@flower-mound.com	Fax	(210) 579-1562
		Email Address	jhuckabee@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Ext. Price
11.00		Custom Model 1625 (14' x 7')		USD 5,999.00	USD 65,989.00
11.00	Imprinted Logo - 16-25 sq ft	Applied to scoreboard face.		USD 200.00	USD 2,200.00
11.00	MPC(W) Case	MPC/ MPCW Control Carrying Case	1.7'x1.1'x8"	USD 59.00	USD 649.00
11.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"	USD 994.00	USD 10,934.00
11.00	MPCW-7 Outdoor Rec	Receiver MPCW-7 (Wireless) for outdoor scoreboards		USD 627.00	USD 6,897.00

Ttl Shipping Wt (lbs)	3,850	Subtotal	USD 86,669.00
County	DENTON	Total Discount \$	USD -22,360.60
		Freight	USD 3,100.00
		Installation	USD 10,560.00
		Total	USD 77,968.40

Additional Notes

**4 week production lead time, equipment will ship to installer

**5 Year Nevco Parts Warranty

**Wireless Control System, Console Control, Wireless Receiver/Transmitter

**Installation Included in pricing, provided by Byrum Sign & Lighting

Installation of scoreboard and sign to an existing structure includes take down and disposal of the existing scoreboard and sign/s, attaching new lateral bracing if required, hoisting and attaching the scoreboard and sign/s, termination of existing owner supplied electric power into scoreboard, test and training on the system/s.

Does not include trenching, electrical power wiring, conduit, breakers, disconnects.

Thank you for your business!

Joanna

Customers who purchased items in this quote also purchased the following:



Stadium Pro Sound Series



- Stadium Pro 1000 series and Stadium Pro 2000 series available
- Custom designed for the athletic market to provide complete coverage
- Single-point sound source system located at scoreboard
- Speakers and subwoofers will deliver clear, intelligible voice and concert quality music at high decibel levels throughout your facility
- 5 Year Warranty on loudspeakers and custom designed speaker cabinet

Scorbitz



- Unlimited advertising revenue potential
- Real-time, streaming scores and updates on your smart phone and other internet devices
- Post or check upcoming game schedules
- Send notifications to phone to let fans know the game is about to start and after the game with the final score
- Enhance your relationships with fans and alumni

Electronic Team Names (ETN)



- Customize the team names
- Easily changed from game to game
- Program team names using the console control
- Bright, long-lasting, energy-efficient LED
- Perfect for Multi-team Complexes or facilities that host Tournaments
- Available on most models

Message Centers



- Flexible advertising solution
- Exciting in-game animations
- Display additional stats and player info
- Long-lasting LED technology
- Full color and monochrome (red or amber)
- Many sizes to fit your scoreboard and venue

Extended Warranty



- Additional protection for 24 months
- Same terms as the included 5-year warranty
- Available for indoor or outdoor scoreboards
- Longest warranty available in industry



Pitch Counter Display



- Comply with league pitch count rules
- Prevent arm injury or fatigue
- Hand-held Wireless operation
- Connects with Nevco scoreboard controls
- Mounts next to new or existing scoreboard
- Multiple sizes and colors available

Pitch Timer Display



- Wireless operation
- Set any time up to 199 seconds
- Includes horn
- Track time in between pitches or innings
- Comply with NCAA regulations
- Reduce overall game time

Solar Power Kit



- Reduce installation costs
- Install "off-grid" scoreboards and accessories
- No wires, No electric bills.
- Built-in battery charge meter
- Designed for all weather conditions
- No Trenching. No boring. No overhead lines.
- Complies with NEC standards Section 690

Billing/Shipping Information

Bill To Name	Town of Flower Mound	Ship To Name	Town of Flower Mound
Bill To	2121 Cross Timbers Rd	Ship To	2121 Cross Timbers Rd
	Flower Mound, TX 75028		Flower Mound, TX 75028
	USA		USA

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Credit terms determined upon receipt of purchase order. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Wireless components, UltraScore Portable Scoreboard and Solar Power Kit carry a 2-year guarantee. Hand-held controls and switches carry a 1-year guarantee.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order	Nevco, Sports, LLC	Remit To Address	Nevco Sports, LLC
Address	301 East Harris Ave		P.O. Box 74758
	Greenville, IL 62246-2151		Chicago, IL 60694-4758



Town of Flower Mound - Bakersfield Park
Custom Model 1625 with Imprinted Logo (14' x
7')

Wireless Control - MPCW7



800.851.4040 / 618.664.0360

Quote Acceptance

Signature _____

Title _____

Name _____

Date _____



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of Amendment No. 2 to the Fiscal Year 2019-2020 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2019-2020 Capital Improvement Program (CIP) Amendment 1, was approved by Town Council February 17, 2020. The proposed CIP Amendment No. 2 for FY 2019-2020, would increase the currently adopted General Capital budgeted expenditures from \$21,031,000 to \$24,047,905; and Increase the Utility Capital budgeted expenditures from \$13,533,000 to \$13,743,000.

FISCAL IMPACT:

Proposed CIP:

FY 2019-2020:	General Capital Projects	\$24,047,905
	Utility Capital Projects	\$13,743,000

Five-Year CIP Plan:	General Capital Projects	\$208,074,293
	Utility Capital Projects	\$201,825,690

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. 2 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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

Project Modification Listing

Attachment 1

FY 2019-2020 - CIP Amendment 2

April 6, 2020

General Funds

Street Project(s)	Description	FY 19-20	5 Yr CIP
Waketon Road	Waketon Road is located within the incorporated limits of both Flower Mound and Double Oak. Both municipalities plan to reconstruct Waketon to its master planned section. Flower Mound and Double Oak desire to construct their respective sections of Waketon Road jointly for economic benefit and to minimize the length of impacts and disruptions to the residents of both Towns. The CIP Amendment increases the Waketon Road budget with the Interlocal Agreement funding from Double Oak for their proportional share of the project.	\$2,966,905	\$2,966,905
Total Street Impact		\$2,966,905	\$2,966,905

Park Project(s)	Description	FY 19-20	5 Yr CIP
Peters Colony Memorial Park	An increase to the detailed design budget is required based on the recently approved Master Plan for Peters Colony Memorial Park. The budget increase will be funded with Park Development Fees.	\$50,000	\$50,000
Total Park Impact		\$50,000	\$50,000
Total General Fund Impact		\$3,016,905	\$3,016,905

Utility Funds

Water Project(s)	Description	FY 19-20	5 Yr CIP
Forest Vista Water Line	New CIP project to fund the replacement of 12-inch water line not initially anticipated to be replaced with Forest Vista Street Reconstruction project. Adding the scope to this project will minimize costs and impact to residents.	\$210,000	\$210,000
Royal Oaks Water Line Replacement Phase I	Remove incorrect Impact Fee as a funding source (0)	\$0	\$0
Stonecrest Pump Station Phase III	Add missing Impact Fee as a funding source (0)	\$0	\$0
Timber Creek 20-inch Water Line	Add missing Impact Fee as a funding source (0)	\$0	\$0
Total Water Impact		\$210,000	\$210,000
Total Utility Fund Impact		\$210,000	\$210,000

	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	-	-	-	-	-	-	-	-	-	
	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	
	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	-	-	-	-	-	-	-	-	
	Waketon Road **	5,500,000	2,966,905	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	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	
	SUBTOTAL	\$ 30,475,083	\$ 12,056,905	\$ 15,247,000	\$ 3,928,000	\$ 10,621,000	\$ 240,000	\$ 30,140,337	\$ 102,708,325	\$ 64,511,885		\$ 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

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj, Sav.,Fund Bal.,Interest Inc.)
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4. Decision Package
5. Developer Agreement(s)
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8. Dedicated Sales Tax
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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 (Morris 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	-	-	-	-	-	-	-	-	-	-	-	-
Morris 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
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
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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
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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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	-	-	-	-	-	-	-	-
Peters Colony Memorial Park	105,000	200,000	1,000,000	-	-	-	-	1,305,000	1,305,000	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	\$ 6,540,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 25,180,000	\$ 25,180,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		50,000						50,000										
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
GRAND TOTAL GENERAL FUND	\$ 70,119,051	\$ 24,047,905	\$ 23,082,000	\$ 20,500,000	\$ 17,881,000	\$ 6,240,000	\$ 46,204,337	\$ 208,074,293	\$ 131,912,853		\$ 30,816,440	\$ -	\$ 45,345,000	\$ -	\$ 7,307,000	\$ 12,825,000	\$ 6,193,000	\$ 1,765,000

** 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
4/6/2020
Amendment 2

WATER 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
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	-	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	175,000	0.3	-	-	495,000	-	-	-	-	-	495,000
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	-	-	-	-	-	-	-	-
Forest Vista Water Line - NEW	-	210,000	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	-	-
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
Morris 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	-	-	-	-	-
Morris Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	-	-
Morris Road Water Lines Phase II (Milford to Eaton)	-	350,000	2,650,000	-	-	-	-	3,000,000	-	-	-	-	3,000,000	350,000	2,650,000	-	-	-	-
Morris 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	-	-	-	-	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	-	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	-	0	-	-	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	0	-	-	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	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	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	\$ 25,173,905		\$ 10,935,000	\$ -	\$ 91,715,000	\$ 6,550,000	\$ 10,565,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,025,000
SUBTOTAL	\$ 18,079,905	\$ 8,999,000	\$ 11,890,000	\$ 9,835,000	\$ 355,000	\$ 10,705,000	\$ 68,170,000	\$ 128,033,905	\$ 25,383,905		\$ 10,935,000	\$ -	\$ 91,715,000	\$ 6,550,000	\$ 10,565,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,025,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
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FY 2019-2020
4/6/2020
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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	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
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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 (Morris 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 (Morris 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	\$ 13,533,000	\$ 21,232,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,615,690	\$ 34,754,190		\$ 37,520,000		\$ -	\$ 129,341,500	\$ 8,900,000	\$ 18,976,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,425,000	
GRAND TOTAL UTILITY FUND	\$ 46,910,690	\$ 13,743,000	\$ 21,232,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,825,690	\$ 34,964,190		\$ 37,520,000		\$ -	\$ 129,341,500	\$ 8,900,000	\$ 18,976,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,425,000	

** Project Includes ADA Improvements
Other Sources
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	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
			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	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	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	2,966,905	-	-	-	-	-	8,466,905	8,236,905	1.3,5,7	230,000	-	-	-	-	-	-	-	-	-		
	Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2.4	-	-	-	-	-	-	-	-	-	-		
	SUBTOTAL	\$ 30,475,083	\$ 12,056,905	\$ 15,247,000	\$ 3,928,000	\$ 10,621,000	\$ 240,000	\$ 30,140,337	\$ 102,708,325	\$ 64,511,885		\$ 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
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1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
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5. Developer Agreement(s)
6. Park Development Fund
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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		\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-

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

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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		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	200,000	1,000,000	-	-	-	-	1,305,000	1,305,000	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	\$ 6,540,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 25,180,000	\$ 25,180,000	\$ 214	\$ -	\$ -	\$ -	#	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 70,119,051	\$ 24,047,905	\$ 23,082,000	\$ 20,500,000	\$ 17,881,000	\$ 6,240,000	\$ 46,204,337	\$ 208,074,293	\$ 131,912,853		\$ 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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FY 2019-2020
4/6/2020
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		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	175,000	0.3	-	-	-	495,000	-	-	-	495,000
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	-	-	-	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	-	-	-	-	-	-	-
Forest Vista Water Line	-	210,000	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	-
High Road Water Line Replacement Phase III	-	1,500,000	-	-	-	-	-	1,500,000	-	-	-	-	1,500,000	2,710,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	-	-	-	-	-	-	2,310,000
Hillside Water Line Connection	-	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
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	-	-	-	-	-	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	-	-	-	-	-	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	-	0	-	-	-	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	0	-	-	-	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	-	-	-	-
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	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0	-	-	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0	-	-	-	-	-	-	-	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	\$ 8,999,000	\$ 11,890,000	\$ 9,835,000	\$ 355,000	\$ 10,705,000	\$ 68,170,000	\$ 128,033,905	\$ 25,383,905		\$ 10,935,000	\$ -	\$ -	\$ 91,715,000	\$ 6,550,000	\$ 10,565,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,025,000
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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.)
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Amendment 2

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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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
4/6/2020
Amendment 2

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 (Morris 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 (Morris 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
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	-	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	\$ 13,743,000	\$ 21,232,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,825,690	\$ 34,964,190		\$ 37,520,000	\$ -	\$ -	\$ 129,341,500	\$ -	\$ 8,900,000	\$ 18,976,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,425,000

** Project Includes ADA Improvements

Other Sources

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



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: **Consider approval of an Interlocal Cooperation Agreement with the Town of Double Oak for the Waketon Road project; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: Waketon Road is located within the incorporated limits of both Flower Mound and Double Oak. Both municipalities plan to reconstruct Waketon to its master planned section. Flower Mound and Double Oak desire to construct their respective sections of Waketon Road jointly for economic benefit and to minimize the length of impacts and disruptions to the residents of both Towns.

The project includes the reconstruction of Waketon Road to a two-lane concrete roadway from Cross Timbers Drive, in Double Oak, to 675 feet east of Wildwood Drive, in Flower Mound. The project also includes a roundabout at the intersection of Waketon Road and Chinn Chapel Road.

As Flower Mound is better suited to manage the construction administration, Flower Mound shall have the primary responsibility for bidding, administration of the Construction Documents, and be the primary contact with the general contractor for the Project. Double Oak shall participate in its proportionate share of the construction cost, not to exceed \$2,966,904.87. In the event that the total project cost exceeds that amount, the Town of Flower Mound will not be responsible for more than their proportionate share of the total cost. The additional funding provided by Double Oak for this project with the ICA is being added to the project budget in the Town's CIP through CIP Amendment #2 for approval as another item on the council's agenda.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If not approved, Flower Mound and Double Oak will move forward to construct their portions of Waketon Road separately without the economic benefit of a larger project and without the coordination of a single contractor.

FISCAL IMPACT: \$2,966,904.87

Proposed Expenditure/(Revenue):	Account Number(s):
(\$2,966,904.87)	506-4795

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

LEGAL REVIEW: Betsy Elam, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Interlocal Cooperative Agreement as to form and legality.

ATTACHMENTS:

1. Proposed Interlocal Cooperation Agreement

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

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

Interlocal Cooperation Agreement for Waketon Road Project

This Interlocal Cooperation Agreement for the Waketon Road Project ("Agreement") is made and entered as of the Effective Date by and between the Town of Flower Mound ("Flower Mound"), a Texas home rule municipality, and the Town of Double Oak ("Double Oak"), a Texas Type A General Law municipality. The two towns are sometimes referred to in this Agreement together as the "Parties."

Recitals:

WHEREAS, Waketon Road, a public road commonly referred to by the Parties as "Waketon Road" is located within the incorporated limits of both Flower Mound and Double Oak; and

WHEREAS, the Parties desire to reconstruct Waketon Road and Chin Chapel Road Roundabout which will include the design, right-of-way acquisition, utility relocations, and construction associated with the reconstruction of Waketon Road and Chinn Chapel Road Roundabout as a two-lane concrete roadway from Cross Timbers Drive to 675 feet east of Wildwood Drive hereinafter referred to as "the Project;" and

WHEREAS, the Parties have determined that it will be more economical and efficient to share in the cost of the Project, and desire to enter into this Agreement to set forth the rights, obligations, duties and costs associated with the Project including, but not limited to, the amount of funds to be paid by the Parties for the design and construction of the Project; and

WHEREAS, the Parties have determined that Flower Mound is best suited to manage construction of the Project; and

WHEREAS, Double Oak agrees to pay its proportionate share of the Project Costs through a funding commitment from Denton County by virtue of an Interlocal Cooperation Agreement between Denton County and Double Oak; and

WHEREAS, Halff Associates, Inc., has been engaged by the Parties to design the Project on behalf of both Parties; and

WHEREAS, the Parties desire by this Agreement to set forth and outline the processes for the design and construction of, and payment for the Project Costs; and

WHEREAS, the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended), authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, and streets, roads, and drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Parties and are in the public interest; and

WHEREAS, all funds expended by the Parties shall be from revenues currently available with Double Oak funding through Denton County.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. The Project in General. The Parties agree that Flower Mound shall be the Party of primary responsibility for the bidding, oversight, and management of the Project, including the administration of the Construction Documents and be the primary contact with the general contractor for the Project. Double Oak shall participate in its proportionate share of the cost of the Project, and have certain approval authority as set forth in this Agreement.

Section 2. Engineering Design. Prior to the Effective Date of this Agreement, the Parties contracted with Halff Associates, Inc., a professional engineering firm who employs professional engineers registered in the State of Texas ("Engineer") to perform and provide the design and engineering work and other services relating to the Project, including the creation of the plans and specifications for the construction and/or installation of the Project ("the Project Plans"). The Engineer presented the Project Plans to the Parties for review and approval, and the Parties have reviewed and approved the Project Plans. Each Party dealt with the Engineer separately regarding the designs for the Project Plans for their town's portion of the Project, so neither Party's approval is needed for the other Party's designs.

Section 3. Construction Documents.

A. *Cooperation and Agreement on Documents.* The Parties shall work together to mutually agree on the Construction Documents which will include, without limitation, the construction agreement with the general contractor who is the successful bidder ("Contractor"); the bidding documents; the Project Plans; the contractor's insurance policies; and the performance, payment and maintenance bonds.

B. *Insurance Policy.* All insurance policies held by the Contractor shall name Flower Mound and Double Oak as an additional insured. Flower Mound shall require of the Contractor policies of workers compensation, automobile liability and adequate commercial general liability coverage.

C. *Indemnification.* Indemnity obligations of the Contractor that are made in favor of Flower Mound (and its officials, officers, employees, and agents) shall also be made in favor of Double Oak (and their respective officials, officers, employees, and agents).

D. *Bonds.* The performance bond, payment bond and maintenance bond provided by the Contractor in accordance with law and the Construction Documents, shall name both Parties as a beneficiary (e.g., as owner) on such bonds. Maintenance bonds shall be for a period of two (2) years following issuance of final payment.

Section 4. Bidding. Flower Mound shall have the sole responsibility to competitively bid the Project according to Chapter 252 of the Texas Local Government Code or Chapter 2269 of the Texas Government Code as it deems appropriate.

Section 5. Administration of the Project. The Construction Documents and Project shall at all times require and provide, among other things, that:

A. *Permits.* The Contractor shall obtain from each of the Parties all permits required by the respective Party to construct the Project and comply with all applicable ordinances, codes, rules and regulations of the Parties in which the Project is being performed.

B. *Flower Mound Oversight.* Flower Mound shall be the Party of primary responsibility for the oversight and management of the Project and the administration of the Construction Documents. To the extent that the Construction Documents impose obligations on the Parties, Flower Mound shall be deemed authorized to act on behalf of itself as well as Double Oak, except as otherwise provided in this Agreement.

C. *Double Oak Approval.* Double Oak shall have the right and authority to participate in or make decisions regarding that portion of the Project to be performed within the territorial limits of the Town of Double Oak but shall have no such authority to the extent that the Project scope is within the territorial limits of the Town of Flower Mound.

D. *Additional Costs.* Any additional or extra work or costs shall be the responsibility of Flower Mound or Double Oak where such additional work or costs is attributable to that portion of the Project within that Party's territorial limits; provided, however, that Double Oak's total costs, inclusive of its 61% proportionate share of Project Costs plus its share of any Additional Costs, do not exceed the total sum of \$2,966,904.87. If the additional costs cannot be attributed to work associated with that Party's territorial limits, such costs shall be apportioned pro rata by agreement between Flower Mound and Double Oak. Change orders and requests for extra work for work performed within the limits of Double Oak shall not be approved without the written approval of Double Oak. Cost reductions, discounts, savings or cutbacks shall similarly be allocated.

E. *Change Orders.* Both Parties are required to sign any change order to the Project before the change order may be effective except as otherwise provided in this Agreement. Flower Mound shall have no authority to sign change orders to the Project relating to the Construction Documents without Double Oak joining in the execution of such change order. Without Double Oak's approval, Flower Mound shall be solely liable for the payment of any additional costs relating to the construction and/or installation of the Project if Flower Mound either (i) fails to enter a change order with the Contractor related to the costs or plans and/or specifications relating to the Project which requested by Double Oak which would reduce the Project Costs, or (ii) signs a change order with the Contractor relating to the Project which Double Oak has not approved.

Provided however, Flower Mound shall not be required to obtain Double Oak's permission for change orders solely related to Flower Mound's portion of the Project if the change order does not affect Double Oak's required contribution. Furthermore, Flower Mound shall not enter any agreement to amend any provision of the Construction Documents without the prior written consent of Double Oak.

F. *Representation.* Each Party will designate in writing to the other Party a representative to represent the respective Party in connection with and regarding this Agreement. As of the Effective Date, for Flower Mound, that person is the MAYOR, or his/her designee, and for Double Oak that person is the mayor, or his/her designee. These designations may be changed at any time by the respective Party by providing notice to the other Party.

G. *Internal Approval Process.* When this Agreement provides for a Party to perform some act or task, such as review, consideration, and approval of plans, each Party will act in accordance with their normal processes unless a Party requests one or both of the others to provide expedited consideration or action, and in that instance the Party to whom the request is made will use reasonable efforts to provide expedited consideration or action. Unless expressly stated to the contrary in this Agreement, if approval by one Party of some item or matter is required hereunder or is requested by another Party, the Party to whom the request is made will not unreasonably withhold, delay, or condition its response to such request.

H. *Project Completion.* Upon completion of the Project, the Parties will be given such plans, drawings, materials, and other documents applicable to the portion of the Project located within each Party's respective incorporated limits.

Section 6. Payment Allocation.

A. *Project Costs.* The total Project Cost has been preliminarily estimated to be Four Million, Seven Hundred Sixty-Five Thousand, Six Hundred Forty Dollars (\$4,765,640.00). Flower Mound is responsible for thirty-nine percent (39%) of the Project. Double Oak is responsible for sixty-one percent (61%). Flower Mound's proportionate share is calculated to be One Million, Eight Hundred Fifty-One Thousand, Eighty Dollars (\$1,851,080.00). Double Oak's proportionate share is calculated to be Two Million, Nine Hundred Fourteen Thousand, Five Hundred Sixty Dollars (\$2,914,560.00).

B. *Double Oak's Payments.*

(1) Double Oak shall be primarily liable for and pay its proportionate share of the Project Costs according to this Section.

(2) Double Oak's proportionate share of all Project Costs may not exceed the total sum of \$2,966,904.87. Double Oak shall not be required to pay any portion of the Project Costs unless and until Double Oak receives a copy of the progress payment request from the Contractor in accordance with the Construction Documents.

(3) Double Oak shall not be required to make a payment of an installment of the Project Costs related to any progress payment request if the progress payment request from the

Contractor shows no work performed or completed with respect to construction and/or installation of the Project.

(4) If a progress payment request shows work completed with respect to construction and/or installation of the Project, Double Oak shall be obligated to pay only for the portion of construction and/or installation of the Project shown as being completed and which has been determined by the Engineer and Double Oak to have been constructed and/or installed in accordance with the Project Plans, such payment to be less any applicable retainage as provided in the Construction Documents.

(5) Double Oak shall not be required to pay the final payment, including any retainage, of the Project Cost until construction and/or installation of the Project is complete and accepted by Double Oak, which acceptance shall not be unreasonably withheld or denied;

(6) Funds for payment of the Project Costs shall be paid by Double Oak to Flower Mound not later than fifteen (15) business days after receipt by Double Oak of payment from Denton County. Flower Mound shall submit monthly applications for payment to Double Oak within three (3) business days after its receipt of an application for payment from the Contractor, certified by the engineer. Double Oak shall submit all applications for progress payments to Denton County within three (3) business days of its receipt of an application for a progress payment request.

(7) Flower Mound shall use the funds received from Double Oak pursuant to Section 6.B.(6), above, solely to pay the Contractor concurrently with the payment of any other amounts due under the Construction Documents.

Section 7. Miscellaneous.

A. *Payment from Current Revenues.* Flower Mound shall make payments from current revenues available to the Flower Mound. Double Oak shall promptly submit requests for payments to Denton County and shall promptly remit funds to Flower Mound on its receipt of funds from Denton County in accordance with the time limitations in Section 6(B)(6) above.

B. *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Double Oak:

Town of Double Oak

To Flower Mound:

Town of Flower Mound

320 Waketon Road
Double Oak TX 75077
Attn: Mike Donnelly, Mayor

2121 Cross Timbers Road
Flower Mound, Texas 75028

Attn: Town Manager

With Copy to:

David M. Berman, Town Attorney
Nichols, Jackson, Dillard,
Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

With Copy to:

Bryn Meredith, Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

C. *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive venue for such purpose.

D. *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

E. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

F. *Relationship.* It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

G. *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral,

oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

H. *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

I. *Amendment.* This Agreement may be only be amended by the mutual written agreement of the Parties.

J. *Headings; "Includes."* The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

K. *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

L. *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

M. *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

N. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

O. *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

P. *Effective Date.* This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties ("the Effective Date").

Q. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform.

R. All payments required or permitted to be made by a Party will be made from current revenues available to the paying Party.

S. All payments provided to be made hereunder by one Party to the other shall be such amount as to fairly compensate the other Party for the services or functions performed hereunder.

(Signatures on Following Pages)

Town of Flower Mound Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

TOWN OF FLOWER MOUND

By: _____
_____, [title]

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

Town of Double Oak Signature Page

SIGNED AND AGREED this 4th day of February, 2020.

TOWN OF DOUBLE OAK

By: 
Mike Donnelly, Mayor

ATTEST


Eileen Kennedy, Town Secretary

APPROVED AS TO FORM


David M. Berman, Town Attorney



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing for the Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor) and the Forest Vista Water Line project, in the amount of \$62,378.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor) and the Forest Vista Water Line project. The project consists of the reconstruction of the 4-lane divided roadway and replacement of the 12" water main. The project is located on Forest Vista Drive between Chancellor Drive and Morriss Road.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Materials testing is required as part of the construction project.

FISCAL IMPACT: \$62,378.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$62,378.00	316-560-78036

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

Total Forest Vista Drive Reconstruction project cost is \$2,735,000. Funding sources are:

- Dedicated Sales Tax \$ 2,735,000

Total Forest Vista Water Line project cost is \$210,000. Funding sources are:

- Other \$ 210,000

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 this Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ECS SOUTHWEST, LLP**

This contract is entered into on this 6th day of April, 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 **ECS SOUTHWEST, LLP**, (“hereinafter referred to as “CONSULTANT”) whose address is 4050 Sandshell Drive, Fort Worth, TX 76137.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Forest Vista Drive Reconstruction Phase II (Morris to Chancellor); 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 Forest Vista Drive Reconstruction Phase II (Morris to Chancellor) Construction Materials Engineering and Testing specifically including, but not necessarily limited to, the tasks

enumerated more fully in Appendix "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Appendix "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 Appendix "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Sixty Two Thousand Three Hundred Seventy Eight and No/100 Dollars (\$62,378.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with Appendix "B"; provided however that this Contract shall control in the event of any conflict between the language in Appendix "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:

Vince Elizarde, P.E.
ECS Southwest, LLP
3033 Kellway Drive, Suite 110
Carrollton, Texas 75006
972-392-3222 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. 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:
ECS SOUTHWEST, LLP**

By: *Siddharth Neekhra*
Name: Siddharth Neekhra, PE
Title: Vice President
Date Signed: 03/17/20

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the 17th day of March, 2020, by Siddharth Neekhra in his capacity as Vice President of ECS Southwest, a LLP Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Vice President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF MARCH, 2020

Marcelline Okorie
Notary Public, State of Texas

My Commission Expires:

08/30/2020



APPENDIX A: SCOPE OF SERVICES

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

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

We anticipate the following services for this project:

Earthwork

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

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Perform in-place moisture/density tests on placed and compacted backfill soils and prepared subgrades.
3. Perform lime series laboratory tests and in-field lime gradations on lime stabilized subgrades.

Cast-In-Place Concrete

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

1. Perform concrete field tests and associated measurements including: slump, air content, unit weight, and ambient air & concrete temperature. Sample placed concrete materials.
2. Pick up concrete sample cylinders the following work-day and transport them to the ECS concrete laboratory for processing, moisture curing, and subsequent compressive strength testing. *Appropriate onsite storage areas (curing boxes, shades, etc) for initial sample curing and any other field curing of concrete samples shall be provided by the contractor.*

Project Administration, Clerical, & Dispatching

Project Administrators / Clerical Staff will work on the project as follows:

1. Perform Field Services Dispatching.
2. Process Field Reports and Laboratory Test Result Reports.
3. Perform additional administrative and clerical duties to aid in project execution.

Project Management

Project Managers and Principal Engineers will manage the project as follows:

1. Coordinate with Client's field and office staff.
2. Attend the Pre-Construction meeting (if held) and periodic site meetings (as requested).
3. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
4. Process, finalize, and distribute all field and laboratory reports.
5. Manage our project operation and services delivery as well as provide general material engineering consultation.

Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

ADDITIONAL SERVICES

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

1. Additional construction material samples for laboratory testing including early test samples or additional sample sets beyond the frequency required in the project documents.*
2. Service cancellations while our staff is in transit to the project site or once at the project site.*
3. Onsite delays and standby time.*
4. Failed Tests.*
5. Field (on site) curing facilities and/or storage for the cementitious samples.
6. Attend project meetings or routine construction meetings throughout the duration of the construction process.
7. Any additional services not specifically included in the above Scope of Services for this project.*

* Including all associated time, materials, and vehicle charges.

The additional services noted above are not factored into our scope and estimated fees and will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor. *These additional services will be invoiced as Task 2 charges.* Unless defined specifically, all additional services will be invoiced at their standard rates (subject to overtime modification, where applicable) shown on the "Standard Fee Schedule" provided in Appendix B.

Beyond the scope of services presented in this proposal for this project, ECS offers the following construction materials engineering and testing services, locally, that could prove beneficial to the client and the project in general:

- Erosion Control Status Observation
- Ground Penetrating Radar (GPR)
- Concrete Coring and Core Sample Testing

APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE**ESTIMATED FEES**

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Earthwork						
Engineering Technician	<i>Sample Pickup</i>	<i>4 Events</i>	14	hours	\$ 55.00	\$ 770.00
Engineering Technician	<i>6-inch PVC Line</i>	<i>2 Events</i>	9	hours	\$ 55.00	\$ 495.00
Engineering Technician	<i>8-inch PVC Line</i>	<i>12 Events</i>	66	hours	\$ 55.00	\$ 3,630.00
Engineering Technician	<i>12-inch PVC Line</i>	<i>16 Events</i>	88	hours	\$ 55.00	\$ 4,840.00
Engineering Technician	<i>Pavement, Phase 1</i>	<i>16 Events</i>	56	hours	\$ 55.00	\$ 3,080.00
Engineering Technician	<i>Pavement, Phase 2</i>	<i>6 Events</i>	22	hours	\$ 55.00	\$ 1,210.00
Engineering Technician	<i>Pavement, Phase 3</i>	<i>16 Events</i>	56	hours	\$ 55.00	\$ 3,080.00
Engineering Technician	<i>Pavement, Phase 4</i>	<i>12 Events</i>	42	hours	\$ 55.00	\$ 2,310.00
Engineering Technician	<i>Pavement, Phase 5</i>	<i>6 Events</i>	21	hours	\$ 55.00	\$ 1,155.00
Engineering Technician	<i>Stamped Concrete</i>	<i>2 Events</i>	6	hours	\$ 55.00	\$ 330.00
Engineering Technician	<i>Sidewalks & Ramps</i>	<i>8 Events</i>	20	hours	\$ 55.00	\$ 1,100.00
Nuclear Gauge Fee			96	events	\$ 75.00	\$ 7,200.00
Lime Gradations	<i>2 per Event</i>		56	each	\$ 15.00	\$ 840.00
Lime Series			2	each	\$ 160.00	\$ 320.00
St. Proctor (Moist./Dens. Rel.)	<i>Standard Proctor</i>		5	each	\$ 140.00	\$ 700.00
Atterberg Limits Tests	<i>Plasticity Index</i>		5	each	\$ 80.00	\$ 400.00
Washed Sieve (- #200 Sieve)	<i>Percent Fines</i>		5	each	\$ 60.00	\$ 300.00
Vehicle Charge			100	trips	\$ 35.00	\$ 3,500.00
Subtotal:						\$ 35,260.00
Concrete						
Engineering Technician	<i>Inlet Tops</i>	<i>1 Events</i>	4	hours	\$ 55.00	\$ 220.00
Engineering Technician	<i>Pavement, Phase 1</i>	<i>8 Events</i>	36	hours	\$ 55.00	\$ 1,980.00
Engineering Technician	<i>Pavement, Phase 2</i>	<i>3 Events</i>	14	hours	\$ 55.00	\$ 770.00
Engineering Technician	<i>Pavement, Phase 3</i>	<i>8 Events</i>	36	hours	\$ 55.00	\$ 1,980.00
Engineering Technician	<i>Pavement, Phase 4</i>	<i>6 Events</i>	28	hours	\$ 55.00	\$ 1,540.00
Engineering Technician	<i>Pavement, Phase 5</i>	<i>3 Events</i>	14	hours	\$ 55.00	\$ 770.00
Engineering Technician	<i>Stamped Concrete</i>	<i>2 Events</i>	8	hours	\$ 55.00	\$ 440.00
Engineering Technician	<i>Sidewalks & Ramps</i>	<i>8 Events</i>	28	hours	\$ 55.00	\$ 1,540.00
Conc. Cylinders (Comp. Str.)		<i>Sets of 4</i>	156	each	\$ 18.00	\$ 2,808.00
Material Sample Pickup			39	trips	\$ 55.00	\$ 2,145.00
Vehicle Charge			39	trips	\$ 35.00	\$ 1,365.00
Subtotal:						\$ 15,558.00
Project Management						
Administrator / Clerical / Dispatch			8	hours	\$ 50.00	\$ 400.00
Project Manager			50	hours	\$ 120.00	\$ 6,000.00
Project Principal			30	hours	\$ 165.00	\$ 4,950.00
Vehicle Charge			6	trips	\$ 35.00	\$ 210.00
Subtotal:						\$ 11,560.00
PROJECT TOTAL:						\$ 62,378.00

General Assumptions:

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. Utility trench excavation backfilling will be completed at a rate 3 lifts per day for a length of 100 linear feet per day.
3. Subgrade preparation (stabilization/compaction) will be completed and concrete for road pavement will be placed at a rate of 200 linear feet per event (pour). One 1 set of concrete sample cylinders is expected for each concrete placement event.
4. Subgrade preparation (stabilization/compaction) will be completed and concrete for sidewalks will be placed at a rate of 200 linear feet per event (pour). One 1 set of concrete sample cylinders is expected for each concrete placement event.
5. Concrete for concrete header and concrete curb will be completed at a rate of 200 linear feet per event (pour).
6. Subgrade preparation (compaction) and concrete for sidewalks will be completed in 7 events each with each individual section completed on separate/independent events.
7. Concrete sample sets will consist of 4 sample cylinders measuring 4 inches in height by 8 inches in diameter and will be tested: 2 at 7 Days, 2 at 28 Days.
8. Overtime is not expected due to the project location and construction work hours constraints.
9. For budgeting purposes, all onsite services (example: earthwork and concrete) are estimated to be performed on separate trips and independent of each other.
10. Reinforcing steel will be observed by the Town of Flower Mound Inspectors.

STANDARD FEE SCHEDULE

Description of Services	Notes	Unit Rate
Field Services		
• Engineering Technician		\$ 55.00 / hour
• Senior Engineering Technician		\$ 60.00 / hour
• Specialty Engineering Technician		\$ 75.00 / hour
• Structural Steel Technician		\$ 80.00 / day
• Nuclear Gauge Fee		\$ 75.00 / day
• Core Drilling (Crew)		\$ 100.00 / hour
• Core Drilling (Equip. & Matls)		\$ 15.00 / each
Project Management & Engineering Services		
• Administrator / Clerical		\$ 50.00 / hour
• Project Manager		\$ 120.00 / hour
• Project Principal		\$ 165.00 / hour
• Concrete Mix Design Review		\$ 300.00 / each
• Certification Letter		\$ 325.00 / each
Laboratory Services		
• St. Proctor (Moist./Dens. Rel.)	ASTM D-698	\$ 140.00 / each
• Mod. Proctor (Moist./Dens. Rel.)	ASTM D-1557	\$ 140.00 / each
• Atterberg Limits Tests	ASTM D-4318	\$ 80.00 / each
• Washed Sieve (- #200 Sieve)	ASTM D-1440	\$ 60.00 / each
• Lime Series	ASTM D-6276	\$ 160.00 / each
• Lime Gradations	ASTM D-6913	\$ 15.00 / each
• Free-Swell Test	ASTM D-4546	\$ 100.00 / each
• Concrete Cylinders (Comp. Str.)	ASTM C-39	\$ 18.00 / each
• Concrete Cores (Comp. Str.)	ASTM C-39	\$ 50.00 / each
• Grout Prisms (Comp. Str.)	ASTM C-1019	\$ 30.00 / each
• Mortar Cubes (Comp. Str.)	ASTM C-270	\$ 18.00 / each
• Masonry Block Prisms (Comp. Str.)	ASTM C-1314	\$ 300.00 / each
Mobilization & Transportation		
• Core Drilling (Mobilization)		\$ 350.00 / each
• Floor Flatness (Mobilization)		\$ 300.00 / hour
• Material Sample Pickup		\$ 55.00 / trip
• Vehicle Charge		\$ 35.00 / trip

General Notes:

1. There will be no minimum charge for services rendered on this project; billing will be based on specific unit rates reflecting only the actual time spent and tests performed on this project.
2. Hourly unit rates are based on a normal 10 hour work day, Monday through Friday (non-holidays), between normal business hours of 7:00 a.m. to 5:00 p.m. Hourly rates outside normal hours (excluding travel time and report preparation/lab time), and on Saturday, Sunday, and Holidays, will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.
3. All vehicle charges account for a round trip from the **ECS Southwest, LLP Fort Worth, Texas** office to the project site.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of Change Order No. 1 for the construction of the Grady Court Reconstruction project, amending the contract with 3D Paving and Contracting, LLC, to provide for an increase to the contract in the amount of \$53,760.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On August 19, 2019, 3D Paving and Contracting, LLC was awarded the Grady Court Reconstruction project in the amount of \$630,670.00. With approval of Change Order No.1 the contract value would increase to \$684,430.00.

The project consists of the reconstruction of Grady Court from Homestead Street to the cul-de-sac (approximately 700 linear feet). The project also includes the replacement of the water line along the reconstruction length.

Change Order No. 1 allows for additional work described below:

- Additional ADA improvements to be made along Homestead Street that include replacement of non-compliant sidewalk and ramps.
- The construction of a retaining wall to improve grades adjacent to the sidewalk along street frontage at 5124 Grady Court.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Due to the number of intersecting streets and proximity of schools and parks, Homestead Street experiences a higher volume of pedestrian and vehicular traffic compared to a typical local residential street. Sections of Homestead Street sidewalk, from Gregory Drive to Timber Creek Road, do not meet ADA requirements. Separately, a retaining wall is required along a portion of Grady Court sidewalk where steep grades exist in a front yard as a result of the street reconstruction project. A decision not to approve this change order would result in continued accessibility issues along a section of Homestead Street and steep grades along a portion of sidewalk on Grady Court.

FISCAL IMPACT: \$53,760.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$52,110.00	531-220-70050 ADA Improvements
\$1,650.00	316-560-78037 Street Reconstruction

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

Total project cost is \$975,000. Funding sources are:

- Dedicated Sales Tax \$ 825,000
- Other \$ 150,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order 1

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

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound
 Contractor: 3D Paving, LLC
 Project: Grady Court Reconstruction

CHANGE ORDER NO. 1

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
P8	Remove Existing Concrete Pavement (Sidewalk) (Full Depth)	SY	Add	425	\$ 12.00	\$ 5,100.00
P9	Remove Existing Concrete Pavement (Driveway) (Full Depth)	SY	Add	100	\$ 15.00	\$ 1,500.00
P15	6" Reinforced Concrete Pavement (Driveway) HES, complete in place	SY	Add	100	\$ 70.00	\$ 7,000.00
P18	4" Reinforced Concrete Sidewalk, complete in place	SY	Add	425	\$ 50.00	\$ 21,250.00
P22	Type 7 Barrier Free Ramp, complete in place	EA	Add	8	\$ 2,000.00	\$ 16,000.00
P23	Furnish and Place Topsoil, complete in place	SY	Add	180	\$ 2.00	\$ 360.00
P24	Block Sod, complete in place (Match Existing Type)	SY	Add	180	\$ 5.00	\$ 900.00
CO1-A	Retaining Wall (Height 18"), complete in place	SF	Add	82.5	\$ 20.00	\$ 1,650.00
SUBTOTAL						\$ 53,760.00

JUSTIFICATION

Change Order No. 1 provides for the following:

Bid items P8, P9, P15, P18, P22, P23 & P24 allows for additional ADA improvements to be made along Homestead Street that include replacement of non-compliant sidewalk and ramps.

Item CO1-A allows for construction of a retaining wall to improve grades adjacent to sidewalk along frontage at 5124 Grady Court.

REVISED CONTRACT AMOUNTS

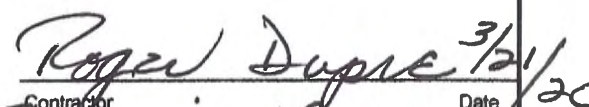
Original Contract	\$ 630,670.00
Change Order #1	\$ 53,760.00
Revised Contract Price	\$ 684,430.00

Recommended
for Approval


 Dale Crown, P.E.
 Senior Project Engineer

Date

3/23/20


 Contractor
 Managing Partner
 Date 3/21/20

Approved

Steve Dixon
 Mayor

Date



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within the Northlake Highlands Sections 2 and 3 to 25 mph (*The Transportation Commission recommended approval of the exception request by a vote of 6 to 0 at its March 10, 2020, meeting.*)

BACKGROUND INFORMATION: Attached (Attachment 1) is the Transportation Commission (TRC) report and backup information for this item. The entire sections of Northlake Highlands Section 2 and 3 requires an exception because they are located further than 1/4 mile from a school property. As such, this item went before the TRC as required for all exception requests to lower the speed limit from 30 mph to 25 mph. During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority for municipalities to alter speed limits on residential streets. This legislation was amended during the 81st Texas Legislature with House Bill 2682. On December 4, 2006, the Town Council approved a policy for the implementation of 25 mph speed limits on certain residential streets. In addition to the requirements included in the State law, the policy establishes that streets are only eligible if all or part is located within 1/4 mile of a school property or 1/4 mile of a construction zone for a major or minor arterial street. On June 7, 2010, the Town Council amended the policy for implementation of 25 mph streets to include an exception process for those streets that are outside of the 1/4 mile boundaries.

With the recommendation for approval of the exception from the TRC, the proposed area by staff to be included in the reduction to 25 mph is to include the entire Northlake Highlands Sections 2 and 3 community. By converting the entirety of the neighborhood, it will reduce confusion on both the residents/visitors and the Police Department for enforcement of these streets. It will also simplify the posting of the speed limit by allowing for neighborhood plaques to be added to the speed limit sign as one enters the neighborhood. Attachment 3 shows the location of the exception request, the currently converted streets and the boundary of the area being requested. The exception request was brought forward to the Transportation Commission at the March 10, 2020, TRC meeting. The TRC discussion can be viewed as Item F2 at the following link <https://flowermoundtx.swagit.com/play/03102020-1404>

BOARD REVIEW/CITIZEN FEEDBACK: The TRC heard the Northlake Highlands exception request item at their March 10, 2020, regular meeting. Discussion was held on the exception request. A representative from the neighborhood provided input at the TRC meeting. The neighborhood responded with a 81% in favor for conversion of the speed limit change. The TRC recommended approval of the exception by a vote of 6 to 0.

ALTERNATIVES/OPTIONS: Leave speed limits as the currently exist (30 mph).

FISCAL IMPACT: The cost of changing and adding speed limit signs will be covered by operations funds.

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

ATTACHMENTS:

1. Excerpt from the 3/10/2020 Transportation Commission Meeting, Agenda Item 2
2. Ordinance
3. Vicinity Map

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



TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

REGULAR ITEM

DATE: March 10, 2020

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

ITEM: **Exception request for the streets within the Northlake Highlands Sections 2 and 3 Subdivisions to allow for a permanent speed limit change to 25 mph for areas outside of the 1/4 mile boundary of a school or major construction project.**

BACKGROUND INFORMATION: This item is a regular item to allow the Transportation Commission the opportunity to provide input and recommendation to the Town Council regarding the exception request for the streets within the Northlake Highlands subdivision to allow for a permanent speed limit change to 25 mph for areas outside of the 1/4 mile boundary of a school or major construction project. See vicinity map (Attachment 1) for streets affected by this request.

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This legislation was amended during the 81st Texas Legislature with House Bill 2682. On December 4, 2006, the Town Council approved a policy for the implementation of 25 mph speed limits on certain residential streets. In addition to the requirements included in the State law, the policy establishes that streets are only eligible if all or part is located within ¼ mile of a school property or ¼ mile of a construction zone for a major or minor arterial street. On March 9, 2010, a review of this policy was brought forward to the Transportation Commission for input and recommendation to Town Council. The recommendation to Town Council was to keep the existing policy, but institute an exception process without the need for an engineering study. On June 7, 2010, Town Council amended the policy for 25 mph streets with Resolution 12-10. Resolution 12-10 is included as Attachment 2. Resolution 12-10 added an exception process to the residential speed limit policy that requires an engineering study and a recommendation from the Transportation Commission.

The typical practice is to post speed limit signs at the entrances to the subdivision. This has been verified with the Police Department as acceptable to them and they have confirmed that they are able to enforce the speed limit. This subdivision has one entrance off of Simmons Road at Consolvo Drive. This request is for all of the streets located within the Northlake Highlands Sections 2 and 3 Subdivisions. There are 7 streets total within these subdivisions. A new subdivision is located at the far southwest corner of this area called Sunset Point at Twin Coves. This subdivision will be a private gated community and this speed limit request will not apply to those streets.

ENGINEERING STUDY: An engineering study to determine the speed limit of a local street consists of the following information:

- 85th percentile speed
- Road characteristics, shoulder condition, grade, alignment, and sight distance
- Pace speed
- Roadside development and environment
- Parking practices and pedestrian activity
- Reported crash experience for at least a 12-month period

The 85th percentile speed is the speed at which 85% of the traffic travels at or below. The speed limit for a particular street is generally set within +/- 5 mph of the 85th percentile speed. In general, the 85th percentile speed based on the recent speed within the subject area ranged between 33 and 31 mph. Only

Consolvo Drive was studied because the rest of the subdivision are shorter block lengths with several driveways and the highest speeds would be located on Consolvo Drive.

Staff has determined the road characteristics, shoulder condition, grade, alignment and sight distance for the immediate area adjacent to the study area. Subdivision streets within the Northlake Highlands Sections 2 and 3 are NOT typical residential streets in roadway width. The average roadway width is approximately 16 feet in width with no curb and gutter. The typical residential street is curb and gutter and measures 30 feet from face of curb to face of curb. It is typical for both vehicles to have a set of wheels off the pavement if two vehicles are approaching each other. Otherwise, the streets are asphalt streets without curbs or gutters. The streets are generally straight except for the 90 degree bends on either end of Mistletoe Drive. None of the streets have a shoulder, and generally have good sight distance. All intersections are controlled with either one or two way stop control.

The pace speed is the 10 mph range of speed which the largest majority of drivers are driving. The pace speed within the subject area was 26 mph – 35 mph (55.7%) for eastbound and 21 mph – 30 mph (61.6%) for westbound.

The roadside development adjacent to Northlake Highlands Sections 2 and 3 is completely residential.

The parking practices and pedestrian activity for this area are primarily related to the residential homes, if at all. The narrowness of all of the roadways does not make it conducive to pedestrian or parking activities. The volume of traffic based on the layout of the subdivision will decrease the deeper into the subdivision one goes. The volume of traffic near Simmons is just under 880 vehicles per day inclusive of both directions.

Research of reported crash experience between 2016 and 2019 for the Northlake Highlands Sections 2 and 3 subdivisions reveals that 0 reported accidents had occurred throughout the subdivision area.

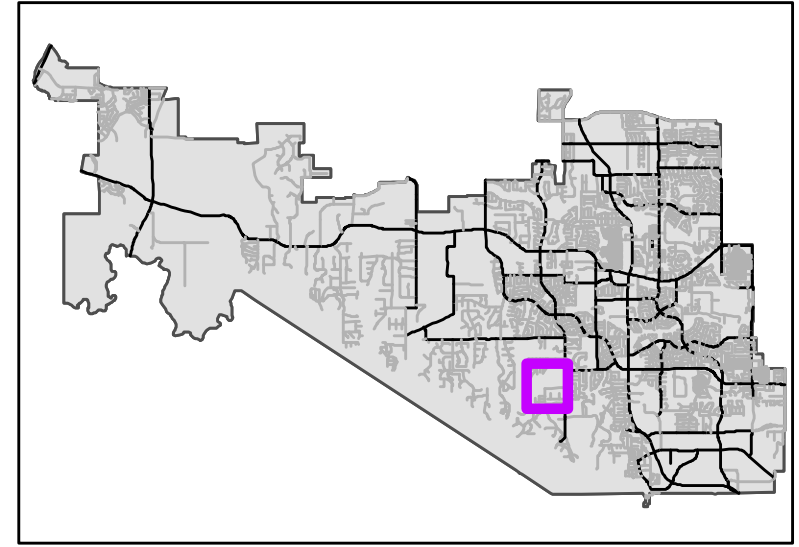
NEIGHBORHOOD SUPPORT: At previous Transportation Commission meetings, the neighborhood support has always been a question of the Commission. As such the Town has instituted a policy of receiving a 2/3 majority support for all exception cases prior to coming to the Transportation Commission for action. There are 39 homes adjacent to the various affected streets. The attached survey indicates that 32 affirmative responses in support for the speed limit change or 82%. (Attachment 3) The remaining 18% were not able to be reached to give their opinion. The HOA has been made aware of this request.

ATTACHMENTS:

1. Vicinity Map of Affected Streets
2. Resolution 12-10
3. Neighborhood Survey

RECOMMENDATION: Move to recommend approval of the exception request for the streets within the Northlake Highlands Sections 2 and 3 Subdivisions to allow for a permanent speed limit change to 25 mph for areas outside of the ¼ mile boundary of a school or major construction project.

Vicinity Map - Northlake Highlands Sections 2 and 3



Vicinity Map

Legend

- NorthlakeHighlands2_3
- Town Limits

Project
Location(s)

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. 12-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING RESOLUTION 35-06 BY REPEALING THE POLICY ON IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS AND ADOPTING A NEW POLICY IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND.

WHEREAS, the 79th Texas Legislature adopted House Bill 87 amending Section 545.356 of the Texas Transportation Code to allow municipalities to reduce the speed limit on certain types of streets to no less than twenty-five (25) miles per hour if the governing body determines that the prima facie speed limit on the road is unreasonable or unsafe; and

WHEREAS, the Town previously approved Resolution 35-06 which adopted a policy pertaining to establishing 25 mph speed limits on residential streets; and

WHEREAS, the Town desires to establish revised parameters or criteria that may be relied upon by the Town's residents and Town staff to identify the types of roads that may be eligible for a reduction in the prima facie speed limit; and

WHEREAS, the decision regarding whether the prima facie speed limit on a particular road or road segment is either unsafe or unreasonable and should be reduced to no less than twenty-five (25) miles per hour shall fall within the sound discretion of the Town Council, only, and shall be performed on an individual case by case analysis.

NOW, THEREFORE, BE IT RESOLVED 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 and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

Resolution 35-06 and the Town's Policy for Implementing Reduced Speed Limits in Certain Residential Neighborhoods is hereby amended by repealing the existing Policy for Implementing Reduced Residential Speed Limits and a new Policy

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

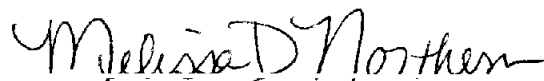
RESOLUTION NO. 12-10PAGE 2
TRC Attachment 2

for Implementing Reduced Residential Speed Limits (the "Policy"), which Policy is attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, is hereby adopted as the Town's official statement regarding the eligibility criteria for consideration and the process through which neighborhoods may present certain roads to the Town Council for determination whether the thirty (30) mile per hour prima facie speed limit on a certain road is unreasonable or unsafe and declare a lower speed limit of not less than twenty-five (25) miles per hour.

SECTION 3

This Resolution shall take effect immediately from and after its adoption and is accordingly so resolved.

PASSED, APPROVED AND ADOPTED THIS THE 7TH DAY OF JUNE, 2010.

APPROVED:
Melissa D. Northern, MAYOR**ATTEST:**
Paula Paschal, TOWN SECRETARY**APPROVED AS TO FORM AND LEGALITY:**
Terrence S. Welch, TOWN ATTORNEY

TOWN OF NEW BRIDGES
TOWN SECRETARY'S OFFICE
JUN 10 2010

EXHIBIT A**Policy for Implementing Reduced Residential Speed Limits****Purpose and Need**

This policy sets forth the process and eligibility criteria for the implementation of reduced speed limits on certain residential streets. This process focuses these implementations on areas near schools and major roadway construction zones. The policy also establishes an exception process should a particular street not conform to the eligibility criteria.

Introduction and Background

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This law allows municipalities to reduce the speed limit on streets with a width of 35' or less and where parking is not prohibited on one or both sides of the roadway. Further, a municipality would need to declare that the prima facie speed limit on that road is either unsafe or unreasonable. This law does not lower the basic prima facie speed limit which is currently 30 mph.

Responsibility

This policy will be implemented by the Town Manager or designee. Exception requests will be considered by the Transportation Commission for recommendation to the Town Council. Exception requests recommended by the Transportation Commission will be accompanied by an engineering study completed by the Town at the Town's cost. All reductions of neighborhood speed limits will require the approval of the Town Council.

Eligibility

For a street to be eligible for a reduction in speed limit to 25 mph, the street must be less than 35 feet in width, cannot have vehicle parking restrictions on either side of the street, and must meet one of the following location criteria:

- Located within one-quarter mile of a school site as depicted in the attached graphic
- Located within one-quarter mile of a construction zone associated with a major or minor arterial as defined on the Town of Flower Mound Thoroughfare Plan

Exceptions

Streets that do not meet the eligibility criteria can be considered on a case by case basis through the exception process. The request for an exception will include an engineering study to be completed by the Town, will be considered for recommendation by the Transportation Commission, and will be considered for adoption by the Town Council.

Implementation

Requests for reduced speed limits will be reviewed by Town staff for eligibility, or considered for an exception as described above. If the application is determined to meet the requirements, or an exception is recommended by the Transportation Commission, funding availability will be evaluated to determine if the speed limit signs can be installed during the current fiscal year. If funding is available, the request will be presented to the Town Council for consideration. If funding is not available, the neighborhood can choose to fund the cost of the sign materials and hardware or street(s) will be placed on a list of eligible streets to be included in a budget decision package during the next budget process.

Sign Design and Placement

All speed limit signs will meet the requirements contained in the Texas Manual on Uniform Traffic Control Devices. The placement of the speed limit signs will be reviewed determined by staff and coordinated with neighborhood representatives. Typical installations will only include one sign at each end of the neighborhood street, but mid-block signs will be considered on a case-by-case basis.

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

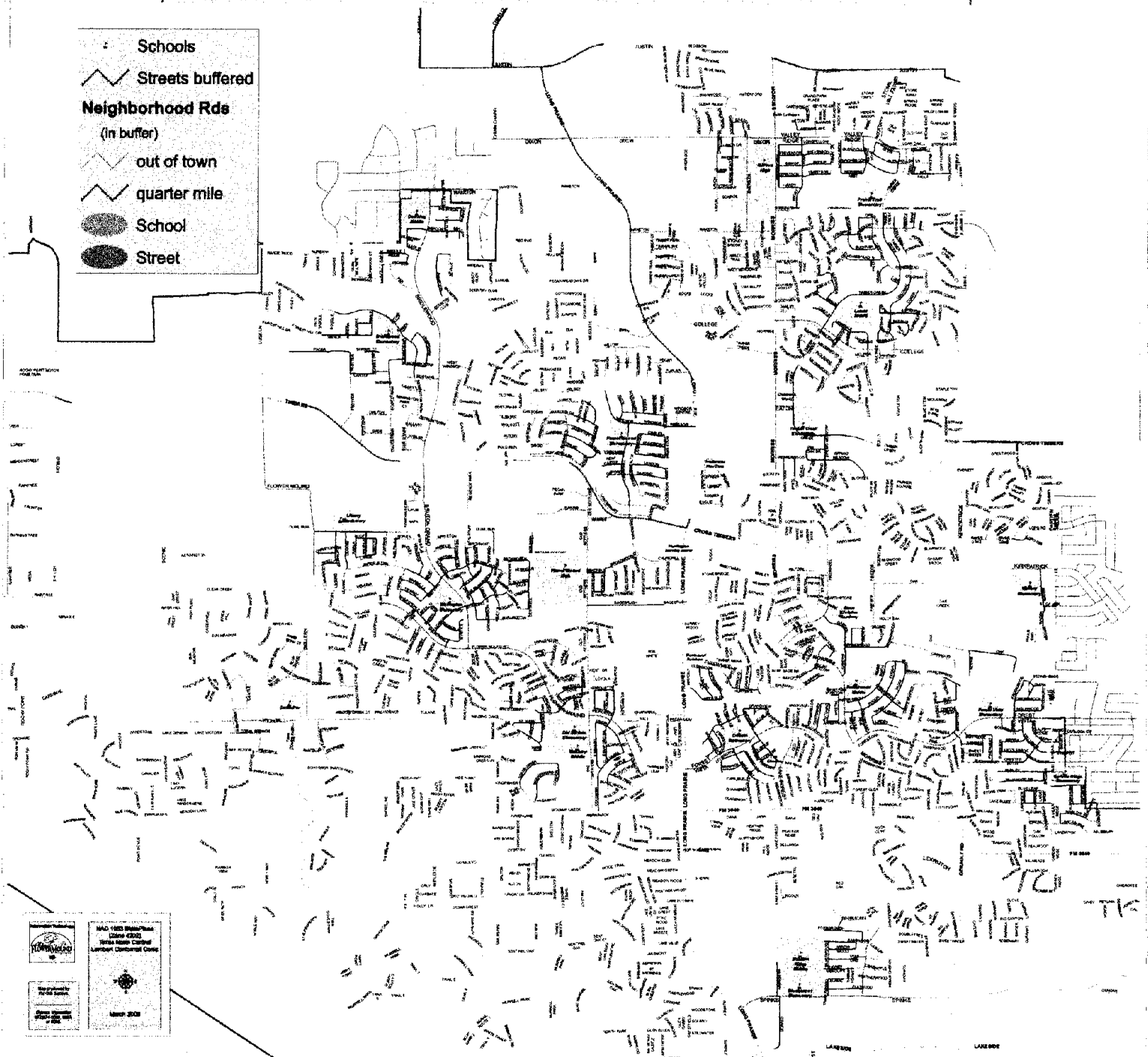
Process

The following provides a summary of the Process for Implementing Reduced Residential Speed Limits. The process is intended to be collaborative in nature, with the neighborhood representatives being stakeholders in the project.

1. Neighborhood contacts staff to request 25 mph speed limits
2. Staff establishes a point of contact for the request and project
3. Staff reviews the request and determines eligibility or directs request through exception process upon request
4. Staff reviews funding eligibility
 - a. If funding available, request is presented to Town Council
 - b. If funding not available:
 - i. Neighborhood funds cost of signs and hardware and request is presented to Town Council
 - ii. Staff submits request as a decision package during next budget process
5. Staff collects speed data prior to installation
6. Staff presents the request to the Town Council for required determination and action
7. If the Town Council declares a lower speed limit of not less than 25 mph for the roadway in question, Staff installs signs posting the speed limit at 25 mph
8. Staff collects speed data on a regular basis to determine effectiveness

Town of Flower Hill
TOWN SECRETARY'S OFFICE
OFFICIAL USE ONLY

25 mph residential speed limit eligibility coverage



TOWN OF HOWARD, ILLINOIS
TOWN SECRETARY'S OFFICE
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Petition for lowering the speed limit to 25 MPH

January-February 2020

City	Flower Mound
Neighborhoods	North Lake Highlands II
	North Lake Highlands III

Streets Affected		# of homes	# approved
	Consolvo Dr	12	8
	Mistletoe Dr	34	4
	Orly Ln	7	5
	Oriole Dr	3	3
	Oakdale Dr	4	4
	Holly Ln	7	6
	Holly Pl	2	2
	Total	38 39	32

Reasons to decrease speed limit

13% increase of traffic due to new homes built in last year.

47% increase of homes over next 18-24 months due to new builds.

New construction traffic due to Sunset Point development over next 18-24 months.

More speeding observed due to increased traffic.

Increase in number of children and pets in neighborhoods with new builds.

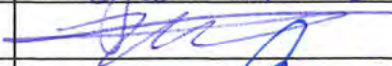
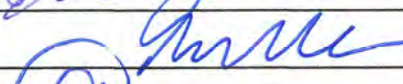
Narrow roads, 13-24 feet, with drainage ditches.

No sidewalks.

No street lights.

* blanks were not home

Petition to lower the speed limit to 25 MPH in our neighborhood

Address	PRINT Resident Name	Resident Signature	Favor	Opposed
3800 Consolvo Dr	GALE M. VEACH	Gale M. Veach	✓	
3804 Consolvo Dr	Kyle Hartman		✓	
3810 Consolvo Dr	GREG NELSON		✓	
3812 Consolvo Dr	Jerry Kelly		✓	
3820 Consolvo Dr	Alton Bowman		✓	
3900 Consolvo Dr	Laura Rountree	Laura L. Rountree	✓	
3904 Consolvo Dr				
3908 Consolvo Dr	Jeff Reeves	Jeff Reeves	X	
3912 Consolvo Dr				
3936 Consolvo Dr				

Petition to lower the speed limit to 25 MPH in our neighborhood

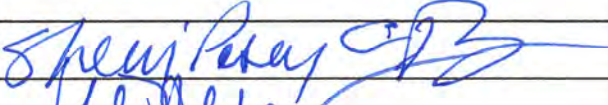
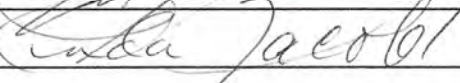
Address	PRINT Resident Name	Resident Signature	Favor	Opposed
3940 Consolvo Dr				
4050 Consolvo Dr	SAUNDRA Russeau	Saundra Russeau	X	
1735 Mistletoe Dr	Kathy Whitworth	Kathy Whitworth	X	
1717 Mistletoe Dr	Robyn Boyer Blatch	Robyn	X	
1605 Mistletoe Dr	Samantha Wood	Samantha Wood	X	
4004 Orly Ln	TAYLOR SMITH	TS	X	
4016 Orly Ln				
4021 Orly Ln	Dennis Foster	Dennis Foster	X	
4017 Orly Ln	Rei Harris	Rei Harris	X	
4013 Orly Ln	Robert Harris	Robert Harris	X	
4009 Orly Ln				
4005 Orly Ln	Diane Guidry	DIANE Guidry	X	
1701 Oriole	ROBERT BURTON	Robert Burton	X	
1661 Oriole Dr	LISA Shafer	Lisa Shafer	X	
1621 Oriole Dr	Carol Rood	Carol Rood	X	
4004 Oakdale Ln	Robin Werner	Robin Werner	X	
4016 Oakdale Ln	Linda Dollahite	Linda Dollahite	X	
4020 Oakdale Ln	Krista Morgan	Krista Morgan	X	
4017 Oakdale Ln	Shannon Allen	Shannon Allen	X	
4008 Holly Ln	BRIAN HADEN	Brian Haden	X	

1720 Mistletoe Press Theriot

Dustin H

X

Petition to lower the speed limit to 25 MPH in our neighborhood

Address	PRINT Resident Name	Resident Signature	Favor	Opposed
4016 Holly Ln	JOHN RICHARDSON		X	
4020 Holly Ln				
4017 Holly Ln	Charley & Sherri Posey		X	
4101 Holly Ln	Lucie Hasek		X	
4100 Holly Ln	Mike Black	Mike Black	X	
4112 Holly Ln	Elizabeth Paige Sonnabend		X	
1641 Holly Pl	Tony Higgins		X	
1621 Holly Pl	LINDA JACOBS		X	

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE ADDITION OF SEVEN STREETS TO THE LIST OF STREETS ENUMERATED THEREIN; IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR SAID STREETS; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways within the corporate boundaries; and,

WHEREAS, the Town Council has determined that the prima facie speed limits on roadways within one-fourth ($\frac{1}{4}$) mile of a school property or within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street are unreasonable and unsafe; and,

WHEREAS, the Town of Flower Mound has approved a policy for the reduction of the speed limit to 25 mph on certain residential streets within one-fourth ($\frac{1}{4}$) mile of a school property or within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street; and,

WHEREAS, the Town of Flower Mound has conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe on portions of certain roadways that are the subject of this ordinance; and,

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the existing speed limits on the streets outlined herein are unreasonable and unsafe and the Town Council hereby declares that the speed limits in these areas should be twenty-five miles per hour (25 mph);

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

SECTION 1

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

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adopting the following maximum prima facie speed limit on the following additional streets in alphabetical order:

ORDINANCE NO.**PAGE 2**

Location	Speed (mph)
Consolvo Drive	25
Holly Lane	25
Holly Place	25
Mistletoe Drive	25
Oakdale Lane	25
Oriole Drive	25
Orly Lane	25

SECTION 3

The speed limits set forth in Section 2 above, are effective when the Town Manager, or his designee, erects signs giving notice of the new speed limits. The Town Manager is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

SECTION 4

Any person, firm or corporation violating any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$200.

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 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 any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

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

SECTION 8

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

ORDINANCE NO.

PAGE 3

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF
APRIL, 2020.**

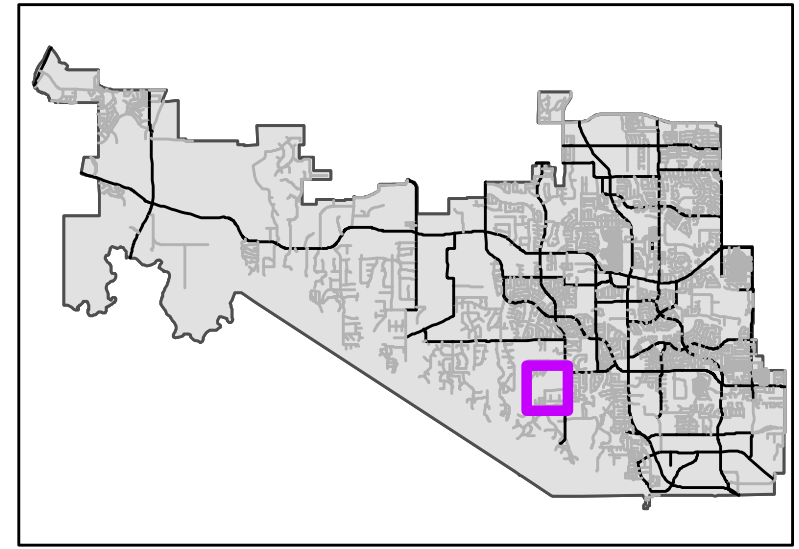
APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Vicinity Map - Northlake Highlands Sections 2 and 3



Vicinity Map

Legend

-  NorthlakeHighlands2_3
-  Town Limits

Project
Location(s)



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: April 20, 2020

FROM: David Bauer, Construction Manager

ITEM: Consider approval of the purchase and installation of furnishings for the Library Expansion Project, to multiple bidders at the total amount of \$405,729.19.

BACKGROUND INFORMATION: Town of Flower Mound Purchasing Office issued Bid Solicitation 2020-65-B as a Best Value Bid for Furnishings for Flower Mound Public Library, requesting bidders to bid on Seven (7) Sections for various furnishings. Bidders were advised that the bid would be awarded in Sections based on a set of criteria as follows:

1. Relevant experience and reputation (must list project and customer references)
2. Reputation of bidder and bidder's services
3. Quality of bidder's services
4. The extent to which the services meet the Town of Flower Mound's needs
5. Bidder's past relationship with the Town of Flower Mound
6. The total long-term cost to the Town of Flower Mound
7. Project Management Ability
8. Subcontractor and supplier support capability
9. Quality and specifications of means and methods utilized
10. Price Proposal

The Town received bids from seven (7) vendors who bid on various sections. Evaluations were performed by Town staff and representatives from Komatsu Architecture, who are assisting with the project; and recommend the bid be awarded to multiple vendors for a total amount of \$405,729.19.

Recommended bid award combination:

Royer & Schutts

- Section I
- Section III
- Section V
- Section VI

Cultural Surroundings

- Section II

GL Seaman

- Section IV

Business Interiors

- Section VII

ALTERNATIVES/OPTIONS: Council may deny or modify the bid selection. If denied, the Library Expansion will be incomplete for the public's use.

FISCAL IMPACT:

Proposed Expenditure/(Revenue):	Account Number(s):
\$405,729.19	533-111-32001

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. Bid Log in Sheet

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

Bid Log-In Sheet
Bid No. 2020-65-B

Best Value Bid Request for Furnishings for Flower Mound Public Library

Bid Due Date: Thursday, February 27, 2020 @ 11:00am

Company Name:	Date/Time Received:	Received By:
1. <u>Royer Commercial Interiors</u>	<u>2/26/2020 1:49 PM</u>	<u>RB</u>
2. <u>GL Seaman & Company</u>	<u>2/26/2020 3:00 PM</u>	<u>LB</u>
3. <u>McKINNEY OFFICE SUPPLY</u>	<u>2/26/2020 5:03 PM</u>	<u>LB</u>
4. <u>Cultural Surrounds</u>	<u>2/27/2020 9:13 AM</u>	<u>RB</u>
5. <u>Business Interiors</u>	<u>2/27/2020 9:45 AM</u>	<u>RB</u>
6. <u>Interior Resources Group</u>	<u>2/27/2020 10:30 AM</u>	<u>RB</u>
7. <u>iOffice / Office Wise</u>	<u>2/27/2020 10:58 AM</u>	<u>RB</u>
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		
16. _____		
17. _____		
18. _____		
19. _____		



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: April 20, 2020

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item provides for a Professional Services Agreement (PSA) with Mesa Design Associates, Inc., to implement the Master Plan for Peters Colony Memorial Park. The Master Plan was recommended by the Parks Board at the October 3, 2019, meeting and approved by Town Council on November 4, 2019.

If approved, the necessary additional funding for this project has been added to CIP Amendment #2, on this Council Meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If not approved, it will prolong the implementation of the approved master plan.

FISCAL IMPACT: \$194,730.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$36,730.00	310-320-90731-6210 Park Development
158,000.00	317-110-90731-6070 Peters Colony Park

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

Total project cost is \$1,305,000. Funding sources are:

- Park Development \$ 105,000
- Dedicated Sales Tax \$ 1,200,000

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 this Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MESA DESIGN ASSOCIATES, INC.**

This contract is entered into on this 6th day of April, 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 **MESA Design Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 2001 North Lamar Street, Suite 100, Dallas, TX 75202.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to design services for the Peters Colony Memorial Park project; and

WHEREAS, CONSULTANT is a Landscape Architecture, Planning, and Urban Design 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 Peters Colony Memorial Park project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Ninety-Four Thousand Seven Hundred Thirty and No/100 Dollars (\$194,730.00). 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:

Kari Biddix, RLA, LI
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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:

Kari Biddix, RLA, LI
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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:

Fred Walters
Principal
MESA Design Associates, Inc.
2001 North Lamar Street, Suite 100
Dallas, Texas 75202
214-871-4411 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:
MESA Design Associates, Inc.

By: [Signature]
 Name: Fred L. Walters
 Title: Principal
 Date Signed: 3/9/2020

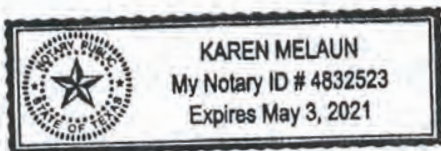
State of Texas §
 §
 County of DALLAS §

This instrument was acknowledged before me on the 9th day of march, 2020, by Fred Walters in his capacity as Principal of MESA Design Group, 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 Principal.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF MARCH 2020.

Karen Melaun
 Notary Public, State of Texas

My Commission Expires:
5-3-2021



ATTACHMENT A – SCOPE OF SERVICES

February 28, 2020

Town of Flower Mound
Kari Biddix,
Park Development Manager
2121 Cross Timbers Rd.
Flower Mound, TX 75028

Project: Peter's Colony Memorial Park Detail Design & Construction Documents

Flower Mound, Texas

Dear Kari,

We are pleased to present this proposal and contract describing the landscape architectural services to be provided by MESA, the costs of these services and general terms and conditions under which these services would be executed. We have prepared our approach and proposal based upon meetings and conversations to date. The scope of work described herein for the project, and the responsibilities and teaming relationships between MESA and its sub consultants to achieve the project goals for the design and implementation of the master plan for Peter's Colony Memorial Park, with an estimated construction budget of approximately \$2.3 million. Based on our understanding, MESA's design and proposal approach is structured as a three part process:

- Part 1: Detailed design services
- Part 2: Construction document services
- Part 3: Construction related services

SCOPE OF SERVICES

This proposal addresses the construction of Peter's Colony Memorial Park which responds to the Master Plan previously approved by Park Board and Town Council. The proposal describes the design scope needed to address anticipated construction program per a final budget yet to be determined. MESA will be prime consultant and retain the services of sub-consultants for Architectural, Civil, Structural, and MEP Engineering and Irrigation. Geotechnical Survey (by Town contract).

- | | | |
|-------------------------------------|--|------------------------------|
| • Demolition | • Park entry/portal | • Enhanced pathway selection |
| • Tree Mitigation (current survey) | • Remembrance/memorial | • Site/security lighting |
| • Geotechnical survey | • Signature Pavilion (Custom) | • Children's Play Area |
| • Grading/Drainage (Civil) | • Furnishings | • Event Lawn |
| • Utilities (Civil + MEP) | • Children's Play Area | • Soft Trail |
| • Fountain design (Structural +MEP) | • Water feature wall | • Project Identity Signage |
| • Flag pole area | • Sculpture element (art selection not included) | • Landscape and Irrigation |

It is understood by MESA that the site is currently zoned for recreational uses and the site will not require zoning or variance requests to accommodate the proposed site plan. MESA also understands that the final plats exists, is recorded, and is in conformance with City standards.

PART 1: DETAILED DESIGN SERVICES

Task 1.1: Data Collection and Project Kick-Off

Data Collection

MESA and the consultant team will use existing base information and tree survey for the design scope of this project. MESA has the right to rely on this information. Additional to the existing data, the design team will require information to include, but not limited to:

- A. Street design data for Peter's Colony Drive, Old Settlers Road (existing and proposed)
- B. Utility information with the R.O.W.s and adjoining library property and improvements.
- C. Utility Easement information and Town liaison
- D. Any applicable Town of Flower Mound design standards and construction details
- E. Any future plans or initiatives by the Town which may affect the project
- F. Topographic survey verification
- G. Geotechnical investigation

Kickoff & Programming

MESA will attend a Kick-off meeting with the Client to confirm project scope, points of contact, schedule and deliverable expectations. It understood the Town will provide final direction/content for the following:

- A. Final Library Construction Plans, especially civil engineering
- B. Boundary/project limits verification
- C. Topographic survey verification
- D. Geotechnical survey – by Town
- E. Commemorative and Interpretive Content (text, drawings, photos, etc.)-by Town

Deliverable: Technical Base information and confirmation of project expectations.

Meetings: As described under Task 1.5

Task 1.2: Schematic Design

Based on the Client budget and master plan programming, MESA will prepare one (1) schematic design layout for the project areas identified. The schematic design will include one (1) AutoCAD plan of the park as well as sections or other diagrams to help convey the concept and intent of the design. An associated cost projection will be included, delineating the estimate of probable cost of the proposed design based on the current construction market.

The following addresses the assumed design program for the critical elements of the Architecture, Remembrance Feature, and Water Wall.

Pavilion:

- A. An open covered pavilion amenity of approximately 3,000 square feet.
 - 1. Communications, security, and audio-visual systems are not included in the electrical fee except as noted.
 - 2. Fire protection design services are limited to criteria specifications only, with actual design services, hydraulic calculations and piping design documents by the design/build sprinkler subcontractor.
 - 3. All site utilities are presumed to be adequate for building requirements without need for supplemental or booster systems.

Remembrance Feature:

- A. A feature element designed to commemorate the Town's community heroes and leaders.
- B. Designed to accommodate future additions
- C. Create a feature focal point that is iconic and inspirational

- D. Please note the following exclusions to the scope:
1. Copywriting for interpretive signing and remembrance wall
 2. Logo design and branding
 3. Temporary signing
 4. Print & Amenity design
 5. Sculptures / Feature pieces
 6. Fabrication of prototypes nor the coordination of prototypes.

Water Wall:

- A. An underground equipment vault located under the paving near the feature to house all the pumps, filtration, and controls for the feature.
- B. A separate small vault to contain the chemical erosion feeder for adding sanitizing chemicals.
- C. This water feature will not be considered interactive, and therefore not be subject to the Texas Title 25 code.
- D. The design will include hydraulic calculations, plan sheet development, and specifications for the pumps, pipes, controls, and filtration of the water. Plans will also include equipment selection and equipment room/vault layout.
- E. Details will be provided such as water stops, nozzles, diverter plates, anti-vortex plates, pipe penetrations, eyeball fittings, skimmers, and other details deemed necessary by MESA.
- F. Details for lighting within the water feature basin as well as plans depicting the wire routing and electrical requirements within the fountain structure back to the control panel.

Deliverable: Plan and detail studies of the park based on the master plan as adopted by the Town for input and approval by staff. At the conclusion of the schematic design phase, Cost projections will be analyzed in relation to the budget.

Meetings: As described under Task 1.5

Task 1.3: Schematic Design Revisions

If the Client desires additional design alternatives, MESA will prepare up to two (2) schematic design revisions depicting the program elements of the approved master plan. These revisions will address questions or concerns posed by the Town regarding the ability to execute the design as envisioned. This task will address specific layout, detail concepts of site elements (remembrance wall, pavilion, water feature, etc.) to a sufficient level of approval that the design development task may be initiated. MESA will prepare up to two (2) revised opinions of probable costs for review by the Client if needed.

Deliverable: Up to two (2) Schematic Design revisions, if requested, including plans, sketches, images and diagrams depicting the overall design intent, and revised opinion of probable cost.

Meetings: As described under Task 1.5

Task 1.4: Opinion of Probable Construction Cost

MESA and the consultant team will prepare an opinion of probable construction costs (cost projection) for the proposed improvements in the park. This projection will identify the assumed construction means, materials, and sequencing for construction of the park improvements. Through this process, MESA and the consultant team along with Town staff will identify and agree on the final design program for the team to proceed with design development and construction documentation.

Deliverable: MESA and the consultant team will provide the Town staff cost projections that depict the facilities within the master plan for design and engineering. These projections will be based on a single phase of construction for the park.

Meetings: As described under Task 1.5

Task 1.5: Staff Guidance Meetings and Consultant Coordination for Part 1

Anticipated coordination meetings, conference calls, and presentations for Part One are listed below

Meetings for Part 1 are as follows:

Meetings: Up to Three (3) meetings as detailed below:

Task 1.1: One (1) kickoff/coordination meeting

Task 1.2: Two (2) meetings/presentations with Town staff

Task 1.3: One (1) meeting/presentation with Town staff

Task 1.4: Assumed as part of meeting agenda for other tasks.

Additional meetings and presentations, as required or requested, and the preparation of additional presentation materials other than those described above shall be considered Additional Services, and will be invoiced in accordance with the attached hourly rate schedule.

PART 2: CONSTRUCTION DOCUMENT SERVICES

Task 2.1: Design Development

Based upon the approved schematic design submittal, MESA will finalize the design program with input from Town staff. This input will include budgetary considerations, maintenance, and operational considerations. This level of development will deal with more detailed and refined aspects of the design such as materials selection, budget refinement, and consultation with contractors about construction methods. These design documents and an accompanying refinement of the cost analysis will be presented to the Parks Department for review, comment, and endorsement prior to initiating bidding and construction documents. This task includes refinement of the following areas:

- A. Preliminary Engineering Plans
 - 1. Preliminary Drainage Area Map: Prepare one Preliminary Drainage Area Map and associated hydraulic calculations to show the pre- and post-development discharge from the site. MESA and its sub consultants understand that there is an existing detention pond adjacent to the site. Therefore, Detention Pond Design or Downstream Assessment is not included in this task.
 - 2. Preliminary Storm Design: MESA and its sub consultants anticipate that the site will drain towards area drains which will be approved by the Town. The area drains will connect to a storm drain pipe that will discharge to the existing detention pond adjacent to the site. This line will also include an inlet for the existing parking lot per the Town's request. It is assumed that no quality control measures will be required. It is also assumed that the existing detention pond was sized to accommodate the proposed drainage from this site. If a detention pond or subsurface detention is required, it will be billed as an Additional Service. The Town is to provide grading plan and storm line locations for preliminary analysis.
 - 3. Preliminary Water Plan: It is MESA and its sub consultants' understanding that a water line exists which has adequate capacity to serve the proposed development. A water study has therefore not been included in this scope.
 - 4. Preliminary Erosion and Sediment Control Plan: MESA and its sub consultants will prepare a preliminary erosion and sediment control plan with erosion control details for the project site in accordance with local, state, and federal regulations and Best Management Practices (BMPs).
 - 5. Preliminary Lighting and Conduit Plan: MESA and its sub consultants will prepare one Preliminary Lighting and Conduit Plan based on Client lighting design along with irrigation conduit locations and sizes.
 - 6. Preliminary Traffic Control Plan: MESA and its sub consultants will prepare a Preliminary Traffic Control Plan. The plan will show the necessary traffic control measures required during construction of the site.
- B. Preliminary hardscape layout plans
- C. Preliminary landscape grading
- D. Preliminary landscape lighting layout and fixture selection
- E. Preliminary landscape planting layout plans for all areas within project scope
- F. Development of hardscape details
- G. Begin selection of hardscape materials, plant palette and plant species
- H. Finalize and coordinate hardscape designs, review of materials, patterns and textures and coordinate solutions with the Client for areas identified in MESA's scope of work.
- I. Coordinate irrigation system requirements with design team for water source, water usage, and water saving concepts. Coordinate with electrical consultant all irrigation controller locations. Our scope includes designing the irrigation system per State Ordinance 1656 and the City of Flower Mound requirements. Any additional city requirements will be considered additional services.
- J. Update projections of probable costs based on progress of work.
- K. Outline specifications.

Deliverable: Design Development Documents.

Meetings: As described under Task 2.4

Task 2.2: Park Board Presentation

As requested by Town staff, MESA will attend the Park Board meeting and present an update to the project for the Board's information prior to submitting for Plat/Site Plan approval and beginning Construction Documents. The presentation is assumed to be a briefing rather than focused on gathering any input from the Board or the public at large. Should any design changes result from the meeting, they will be considered as Additional Services.

Deliverable: One (1) Park Board meeting and presentation.

Meetings: As described under Task 2.4

Task 2.3: Construction Documents

Upon approval of the design development documents as well as any value engineering efforts that result from the Client's direction, MESA will prepare Construction Documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

- A. Drainage Area Map: MESA and its sub consultants will prepare one pre and post Drainage Area Map and associated hydraulic calculations to show the pre- and post-development discharge from the site. Detention Pond Design or Downstream Assessment is not included in this task.
- B. Storm Design: MESA and its sub consultants anticipate that the site will surface drain to the existing pond on the south east corner of the site and that no quality control measures will be required. The civil engineering consultant anticipates handling increased storm runoff through sheet flows with limited area drains across the site into the existing detention pond. We assume that the existing storm water detention pond will not need further analysis; however, this may not be accepted by the Town in which case an analysis of the existing detention pond may be required. If analysis of the existing detention pond is required, it will be billed as an Additional Service.
- C. Water Plan: It is MESA and its sub consultants' understanding that existing water lines have adequate capacity to serve the proposed development. A water study has therefore not been included in this scope.
- D. The Architect or the Town will determine if a fire suppression system is required for this development. If one is required, the consultant will need this information in sufficient time prior to final plan design to accommodate this connection.
- E. Erosion and Sediment Control Plan: MESA and its sub consultants will prepare an erosion and sediment control plan with erosion control details for the project site in accordance with local, state, and federal regulations and Best Management Practices (BMPs).
- F. Traffic Control Plan: MESA and its sub consultants will prepare a Traffic Control Plan. The plan will show the necessary traffic control measures required during construction of the site.
- G. Lighting and Conduit Plan: MESA and its sub consultants will prepare one Lighting and Conduit Plan based on Client provided light pole base, light pole conduit, and irrigation conduit locations and sizes. Lighting specifications, photometric analysis, wiring, and all associated details to be provided by others.
- H. MESA and its sub consultants will prepare an application and one set of exhibits to coordinate with Oncor power pole relocations and easement encroachments.
- I. Storm Water Pollution Prevention Plan: MESA and its sub consultants will prepare one Storm Water Prevention Pollution Plan per TCEQ and City standards including specifications.
- J. Final landscape grading and drainage plans at appropriate scales for all architecture and hardscape elements. MESA will coordinate landscape drain locations with Civil Engineer.
- K. MEP documentation of water feature plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process)
- L. Hardscape details and specifications for exterior paving, pavilion, water wall, miscellaneous park structures/foundations within scope, and retaining walls at appropriate scales. Structural details, anchoring, and foundations for any playground apparatus are not included, and will be per manufacturer's recommendation or typical Town standards.
- M. Planting plans, details, and specifications.
- N. Irrigation plans, details and specifications.
- O. Coordination with fountain consultant (MEP) on water feature edge placement and grading.
- P. Final material selections – Deliverable, colors, textures and sizes.
- Q. Selection of site furnishings including benches, bike racks, etc.
- R. Landscape lighting plans, details, and specifications (electrical engineering by others).
- S. Tree Mitigation Plans and calculations.

- T. Submittal for TDLR/TAS review and inspection upon substantial completion.
- U. Final construction cost projections.

Permitting

Based on the 90% Construction Documents, MESA will format the documents as part of the Building Permit Application for Town review. Any attendance at City review, coordination or presentation meetings are not included but will be billed per our hourly fee schedule. It is assumed Park Department staff will lead this effort internally with other Town departments.

Deliverable: The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. One electronic drawing set, 24" x 36" format
2. One electronic set of bid forms and specifications at 95% progress
3. One electronic set each of drawings, specifications, and bid forms.

Meetings: As described under Task 2.4

**Revisions to plans in response to budgetary overages outside of MESA's budget will be prepared as an additional service.*

Task 2.4: Staff Guidance Meetings and Consultant Coordination for Part 2

MESA will perform the role of "prime consultant" for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as any resulting schedule updates to be distributed via e-mail. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule. Anticipated coordination meetings, conference calls, and presentations for Part 2 are as follows:

Meetings: Up to Twelve (8) meetings as detailed below:

Task 2.1: Two (2) meetings/presentations with the Client

Task 2.2: Assumed as part of meeting agenda for other tasks

Task 2.3: One (1) Park Board meeting and briefing, one (1) review phone call

Task 2.4: Three (3) meetings/presentations with the Client to review the construction and bid documents

Task 2.5: Up to Two (2) periodic meetings during execution of Part 2 services

Additional meetings and presentations, as required or requested, and the preparation of additional presentation materials other than those described above shall be considered Additional Services, and will be invoiced in accordance with the attached hourly rate schedule.

PART 3: CONSTRUCTION RELATED SERVICES

Task 3.1: Bidding and Negotiation

MESA will provide assistance to the Client with the following services in conjunction with completion of the construction documents described in the task above.

- A. Prepare and bid proposals related to the hardscape, landscape, and irrigation construction
- B. Attend pre-bid and bid opening meetings
- C. Answer questions and interpret drawings and specifications during the bidding period
- D. Prepare and distribute any required addendums
- E. Provide review and analysis of the bids as submitted
- F. Plans will be distributed via BidSync (or similar service). Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

Deliverable: Successful contractor on budget with final construction scope ready for preparation of contracts by Client. Consultation with client to form strategies for bid alternates, if needed to maintain the aesthetic value, vision, and budget.

Meetings: As described under Task 3.4

Task 3.2: TDLR Review Coordination

MESA will prepare submission drawings for TDLR submittal. Upon completion of the review, MESA will work with all consultants in formulating a response to any issues raised.

Deliverable: Coordination of TDLR submission.

Meetings: As described under Task 3.4

Task 3.3: Contract Administration/Construction Observation

MESA will conduct contract administration and construction observation services as related to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

- A. MESA will make up to ten (10) site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. These will occur at regularly scheduled site meetings and other periodic inspections as appropriate through the course of construction. Site visits will be documented in field memos provided to the Town staff. These memos will generally describe MESA's response to issues identified by the staff and other issues that the team feels merit consideration. This scope assumes various meetings /site visits during the construction sequence.
- B. MESA will clarify questions regarding the construction as the staff and contractors present them (RFI's), provide consultation, and advise the staff. MESA will prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
- C. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
- D. Tagging and inspection of plant materials (via photos before delivery and on site) to assure conformance with the plans and specifications. (Plant tagging trips at nursery can be provided as an optional service).
- E. Approve the staking of tree locations, plant material layout, and quality of material installation.
- F. Approve the placement of irrigation head locations, materials layout, and quality of the irrigation system installed.
- G. Review of certificates for payment submitted by the contractor.
- H. Preparation of change orders agreed to by the Client for the Client's approval and execution that pertains to the project scope.
- I. Coordinate final site walk-through with the Client (at the conclusion of construction) and provide a punch list of incomplete or non-conforming items to the Contractor to complete the project.
- J. Perform a post completion project inspection (at Town's request) within one year after final acceptance and issue a punch list of incomplete and non-conforming items prior to release of maintenance agreement

Deliverable: Response to field conditions and contractor questions as they develop. Field reports will be distributed regarding the status of the project after each site visit.

Meetings: As described under Task 3.4

Task 3.4: Staff Guidance Meetings and Consultant Coordination for Part 3

Anticipated coordination meetings, conference calls, and presentations for Part 3 are listed below
Meetings for Part 1 are as follows:

Meetings: Up to Five (5) meetings as detailed below:

Task 3.1: Three (3) review/coordination meetings

Task 3.2: Two (2) walk through/final punch list meetings

Task 3.3: none anticipated other than included field visits

Additional site visits or meetings will be billed as additional services as per the attached hourly rate schedule and the preparation of presentation materials other than those described above shall be considered Additional Services, and will be invoiced in accordance with the attached hourly rate schedule.

ATTACHMENT B – COST OF SERVICES

COST OF SERVICES

The below scope of services will be billed on a percentage completion basis or hourly not to exceed as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract. The below tasks shall be billed as follows:

Task	Base Fees
PART 1: DETAILED DESIGN SERVICES	
Task 1.1: Data Collection and Project Kick-Off <i>Lump Sum Fee</i>	\$6,450.00
Task 1.2: Schematic Design <i>Lump Sum Fee</i>	\$15,000.00
Task 1.3: Schematic Design Revisions <i>Lump Sum Fee</i>	\$2,500.00
Task 1.4: Opinion of Probable Construction Cost <i>Lump Sum</i>	\$2,500.00
Task 1.5: Staff Guidance Meetings and Consultant Coordination for Part 1 <i>Lump Sum Fee</i>	\$2,000.00
PART 2: CONSTRUCTION DOCUMENT SERVICES	
Task 2.1: Design Development <i>Lump Sum Fee</i>	\$52,500.00
Task 2.2: Park Board Presentation <i>Lump Sum Fee</i>	\$3,000.00
Task 2.3: Construction Documents <i>Lump Sum Fee</i>	\$73,280.00
Task 2.4: Staff Guidance Meetings and Consultant Coordination for Part 2 <i>Lump Sum Fee</i>	\$4,500.00
PART 3: CONSTRUCTION RELATED SERVICES	
Task 3.1: Bidding and Negotiation <i>Lump Sum Fee</i>	\$5,000.00
Task 3.2: TDLR Review Coordination <i>Lump Sum Fee</i>	\$2,700.00
Task 3.3: Contract Administration/Construction Observation <i>Lump Sum Fee</i>	\$22,500.00
Task 3.4: Staff Guidance Meetings and Consultant Coordination for Part 3 <i>Lump Sum Fee</i>	\$2,800.00
Total Cost of Base Services:	\$194,730.00

Reimbursable Expenses are included in the Fee, not to exceed \$10,500.00. Out of Town travel not included for MESA or sub consultants.

Note: Fees required for TDLR review are not to exceed \$1,500.00 and included in the fee proposal. **Changes to the fees required by any regulatory agency will be billed as an Additional Service.**

Permitting, Platting, Testing, and impact fees are not included.

Sub consultant fees for, Architecture, Civil Engineering, MEP (lighting and water feature), Structural Engineering, Irrigation, and Survey are included within the fees quoted above:

Architecture:	\$26,000.00
Civil Engineering:	\$24,460.00
MEP:	\$25,000.00
Interpretive Graphics:	\$26,000.00
Structural Engineering:	\$ 2,500.00
Geotechnical:	\$ 4,450.00
Irrigation:	\$ 1,275.00

No other sub-consultants are anticipated at this time for the Construction phase of this project.

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Senior Principal	\$235.00
Principal	\$180.00
Associate	\$150.00
Senior Project Manager	\$120.00
Project Manager	\$100.00
Senior Designer	\$ 90.00
Designer	\$ 80.00
Marketing/Acct./Admin	\$ 75.00
Intern	\$ 65.00

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
 - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
 - b. Soils Report (if required).
 - c. Budgetary Considerations.
2. Not included are the following:
 - a. Public Engagement of Focus group input on design elements
 - b. Structural design for remembrance wall or other final recognition content (by contractor)
 - c. Content or illustrations for interpretive signage.
 - d. Vehicular Paving Improvements outside of scope area
 - e. Utilities (water, sewer, storm, electrical, cable, telephone, etc.) outside of scope area
 - f. Architectural and Mechanical Engineering design outside of described scope
 - g. Geotechnical
 - h. Landscape Lighting Electrical Plans
 - i. Design of new or additional elements added to the scope of work or any related off-site improvements
 - j. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
 - k. Illustrative plans, models and drawings not specifically described in the Scope of Services
 - l. As Built or Record Drawings other than irrigation and plumbing, based on information provided by contractor.
 - m. Permitting
 - n. Site Safety, Operations and Maintenance

- o. Changes in the project scope/objectives or changes to items that were previously approved by the Client will constitute a change order. Change orders will be scoped and bid as additional projects. Turnaround time for change orders will be subject to Square Peg Design resource availability.
 - p. LEED and/or Green building programs, documentation and analyses are not included.
 - q. All work associated with expediting and/or procuring permits is excluded.
 - r. Communications, security, and audio-visual systems are not included in the electrical fee except as noted.
 - s. Traffic Study and Modeling, Traffic Analysis, Parking Flow Study, Signal Warrant Study Studies: Line of Sight, Water, Sanitary Sewer, Drainage, Feasibility
 - t. City Encroachment Agreements
 - u. Community Facilities Agreements (CFA), Community Facilities Contracts (CFC)
 - v. TxDOT Driveway/Utility Permit, Design and Details
 - w. Permits: Grading, Tree Removal, Tree Preservation Plan, Urban Forestry Compliance Plan, Water Appropriations, Dam Safety, FAA, TxDOT, TRA, Railroad, Driveway
 - x. Environmental assessment, impact statement, Waters of the US/Wetland delineations or permits
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of a Railroad Commission of Texas Agreed Settlement and Consent Order resulting from damage to an underground gas pipeline while conducting a water line repair on December 4, 2019; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On December 4, 2019, a Utility Line Maintenance (ULM) crew conducting an excavation at 4730 Hampshire Drive struck and damaged a natural gas supply line. While the proper procedure was followed in obtaining a utility line locate, the Commission finds that the Excavator failed to dig with care within the specified tolerance zone (Commission Rule 16 TAC Section 18.10(b)). The Railroad Commission of Texas has issued a penalty in the amount of \$2,500.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If disapproved, the Railroad Commission of Texas would elevate the case to the Enforcement Section, which could result in a higher penalty and legal fees.

FISCAL IMPACT: \$2,500

Proposed Expenditure/(Revenue):	Account Number(s):
\$2,500	200-690-92320-5150

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

LEGAL REVIEW: Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Order as to form and legality.

ATTACHMENTS:

1. Stipulation, Agreed Settlement, and Consent Order; Railroad Commission of Texas Damage Prevention Docket No. 065447

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

Wayne Christian, CHAIRMAN
Christi Craddick, COMMISSIONER
Ryan Sitton, COMMISSIONER



Kari French
DIRECTOR

RAILROAD COMMISSION OF TEXAS
OVERSIGHT AND SAFETY DIVISION
DAMAGE PREVENTION

455-23

February 26, 2020

TOWN OF FLOWER MOUND
ATTN: MOISES CAMARGO
2121 CROSS TIMBERS RD
FLOWER MOUND, TX 75028-2602

*****INITIAL NOTICE*****

Re: Damage Prevention Docket No. 065447: Violation of Commission Rules for Underground Pipeline Damage Prevention, 16 T.A.C. §18.10(b) at 4730 Hampshire Dr (Remington Park Dr), Flower Mound / REMINGTON PARK AT BRIDLEWOOD, DENTON County, Texas on December 4, 2019.

Dear MOISES CAMARGO:

This letter is to advise you that information submitted to the Commission indicates that TOWN OF FLOWER MOUND failed to comply with the following Pipeline Damage Prevention safety rule(s) as required by Texas Administrative Code, Title 16, Section:

Specifically, TOWN OF FLOWER MOUND violated Commission Rule 16 TAC Section:

- **18.10(b)** - The Excavator failed to dig with care within the specified tolerance zone.

These violations subject TOWN OF FLOWER MOUND to monetary penalties and obligate TOWN OF FLOWER MOUND to come into compliance with the regulation.

Pipeline Damage Prevention staff is authorized to make an initial time-sensitive settlement offer to TOWN OF FLOWER MOUND. This offer represents resolved a good faith settlement of the alleged violation(s) noted above and expires **45 calendar days** from the date of this letter.

If you settle this docket promptly, you can avoid monetary increases. TOWN OF FLOWER MOUND must perform the following items to complete and verify compliance with Texas Administrative Code, Title 16, Chapter 18, Pipeline Damage Prevention safety rule(s):

- (1) Any required compliance and the violations resolved, and
- (2) Pay the penalty amount of \$2,500.00; and
- (3) Sign and return to this office the enclosed Stipulation, Agreed Settlement and Consent Order (Order) with your original signature.

You must sign (and print the name and title of the person who signs) the Order on the last page. Keep a signed copy for your records. Do not date or notarize your signature, as it will be dated on the day the settlement is presented to the Commission for final approval.

The penalty must be paid by **check** made payable to the Railroad Commission of Texas. Reference Docket No. 065447 on the check. Mail or otherwise deliver to the Railroad Commission of Texas this check along with the signed Order at the address listed at the bottom of this page. Address the envelope to the attention of Pipeline Damage Prevention.

If the TDRF is not submitted online, and the penalty and the Order with your original signature are not received by 04/11/2020, this one-time settlement offer will be deemed to have been rejected. **Once rejected, the monetary settlement offer will increase to \$2,750.00.**

Failure to settle this docket by 06/10/2020 will result in referral to the Railroad Commission of Texas Legal Enforcement Section for further legal action, which may include maximum penalty enhancements that significantly increase the monetary amount ultimately assessed.

If you choose to contest this docket, you may request a hearing. However, once the hearing is convened, the opportunity to settle this docket at the offered monetary settlement amount will no longer be available and enhanced penalties up to the statutory limit may apply. The statutory limit provides for a monetary penalty of not more than \$200,000 for each day a violation exists, and not to exceed \$2 million for any related series of violations.

You are encouraged to contact **Blake Rohde** immediately at **(512) 463-4938** if you have any questions concerning this letter or Pipeline Damage Prevention regulations. Links to the Pipeline Safety and Pipeline Damage Prevention (excavation activity) rules can be found on the Commissions website: <http://www.rrc.texas.gov/>.

Sincerely,

Damage Prevention

Oversight and Safety Division

Railroad Commission of Texas

Attachment(s): Stipulation, Agreed Settlement and Consent Order.

public, and has determined that the facts of this case warrant an informal disposition of the Commission's concerns under the terms of this Order.

8. TOWN OF FLOWER MOUND has elected not to avail itself of the opportunity for public hearing.
9. The Commission has jurisdiction to assess an administrative penalty against TOWN OF FLOWER MOUND. Tex. Util. Code §§ 121.206 and 121.207.
10. An administrative penalty in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) shall be paid to the Commission for the alleged violation(s) asserted against TOWN OF FLOWER MOUND.
11. Respondent has paid the Commission funds in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) as payment of administrative penalties assessed in Damage Prevention Docket No. 065447.
12. The person signing hereunder for TOWN OF FLOWER MOUND has authority to represent TOWN OF FLOWER MOUND in this matter.

Jurisdiction of this docket having been established and an agreement of the parties having been reached, it is, therefore, ORDERED by the Commission that TOWN OF FLOWER MOUND be assessed an administrative penalty in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), and that Damage Prevention Docket No. 065447 be informally disposed of by the Consent Order and closed. All relief not granted in this Order is DENIED.

RAILROAD COMMISSION OF TEXAS

(Order approved and signature affixed by Master

Agreed Order dated _____)

APPROVED AS TO FORM AND SUBSTANCE:

TOWN OF FLOWER MOUND

Signature

By: _____

Please print your name

Title: _____

Please print your title

**RAILROAD COMMISSION OF TEXAS
DAMAGE PREVENTION DOCKET NO. 065447: ENFORCEMENT ACTION
AGAINST TOWN OF FLOWER MOUND FOR VIOLATION OF UNDERGROUND
PIPELINE DAMAGE PREVENTION COMMISSION RULE 16 TEXAS
ADMINISTRATIVE CODE §18.10(b) AT 4730 HAMPSHIRE DR (REMINGTON PARK
DR), FLOWER MOUND / REMINGTON PARK AT BRIDLEWOOD, DENTON
COUNTY, TEXAS**

STIPULATION, AGREED SETTLEMENT, AND CONSENT ORDER

On this day, the Railroad Commission of Texas ("Commission") considered the above-referenced docket. The Oversight and Safety Division of the Commission, and TOWN OF FLOWER MOUND, through their representatives, have agreed to an informal disposition of the matters under this docket through this Consent Order ("Order"), subject to the approval of the Commission. The Commission has authority to informally dispose of this case through a consent order. Tex. Gov't Code § 2001.056 (1-3).

IN SETTLEMENT OF THIS DOCKET, the Commission and TOWN OF FLOWER MOUND do hereby agree and stipulate as follows:

1. TOWN OF FLOWER MOUND is a person engaged in or preparing to engage in the movement of earth in the vicinity of an underground pipeline containing flammable, toxic, or corrosive gas, a hazardous liquid, or carbon dioxide. 16 Tex. Admin. Code §18.1(a).
2. TOWN OF FLOWER MOUND is a "person" as that term is defined by Title 16 Texas Administrative Code §18.2(16).
3. The Commission and TOWN OF FLOWER MOUND agree that the alleged violation, as set forth in Damage Prevention Docket No. 065447, regarding Title 16 Texas Administrative Code §18.10(b), on December 4, 2019, at 4730 Hampshire Dr (Remington Park Dr), Flower Mound / REMINGTON PARK AT BRIDLEWOOD, DENTON County, Texas, is hereby settled and compromised under the terms of this Order.
4. The alleged violation(s) by TOWN OF FLOWER MOUND involve(s) a safety standard or rule relating to the prevention of damage to facilities containing flammable, toxic, or corrosive gas, a hazardous liquid, or carbon dioxide.
5. Neither this Order, or any written or oral offer of settlement related thereto, or any statement contained therein, shall constitute evidence or an admission or adjudication of:
(A) any fact or conclusion of law alleged in or relating to Damage Prevention Docket No. 065447;
(B) any violation of any statute, rule or regulation, or other wrongdoing or misconduct on the part of TOWN OF FLOWER MOUND or any director, officer, agent, employee, contractor or affiliate thereof.
6. The Commission and TOWN OF FLOWER MOUND wish to further the goal of safe operations of earth movement activities near pipelines containing flammable, toxic, or corrosive gas, a hazardous liquid, or carbon dioxide, within the State of Texas.
7. The Commission has considered any history of previous violations by TOWN OF FLOWER MOUND, the seriousness of any alleged violation, and any hazard to the health or safety of the

RAILROAD COMMISSION OF TEXAS
OVERSIGHT AND SAFETY DIVISION
DAMAGE PREVENTION

Penalty Calculation Worksheet for Docket No. 065447

Rule Cited	Rule Description	Amount
18.10(b)	The Excavator failed to dig with care within the specified tolerance zone.	\$ 2,500.00
	Subtotal of Penalty Amount	\$ 2,500.00
	Penalty Enhancement:	0% \$ 0.00
	Subtotal (Penalty Amount + Penalty Enhancement):	\$ 2,500.00
	Enforcement Enhancement Amount:	\$ 0.00
	Subtotal (Penalty Amount + Penalty Enhancement + Enforcement Amt):	\$ 2,500.00
	Total Penalty:	\$ 2,500.00



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: **Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within Waterford Park Estates Phases 1 and 2 to 25 mph (*The Transportation Commission recommended approval of the exception request for Windridge Lane by a vote of 4 to 0 at its February 11, 2020, meeting.*)**

BACKGROUND INFORMATION: Attached (Attachment 1) is the Transportation Commission (TRC) report and backup information for the Windridge Lane portion of this item. A small section of the Waterford Park Estates Phase 1 and 2 have already been converted to 25 mph (Russwood Drive and Waterford Drive). Windridge Lane requires an exception due to it being further than 1/4 mile from a school property. As such, this item went before the TRC as required for an exception request to lower the speed limit from 30 mph to 25 mph. During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority for municipalities to alter speed limits on residential streets. This legislation was amended during the 81st Texas Legislature with House Bill 2682. On December 4, 2006, the Town Council approved a policy for the implementation of 25 mph speed limits on certain residential streets. In addition to the requirements included in the State law, the policy establishes that streets are only eligible if all or part is located within 1/4 mile of a school property or 1/4 mile of a construction zone for a major or minor arterial street. On June 7, 2010, the Town Council amended the policy for implementation of 25 mph streets to include an exception process for those streets that are outside of the 1/4 mile boundaries.

With the recommendation for approval of the exception request for Windridge Lane, staff contacted the Waterford Park Estates Phases 1 and 2 homeowners association to determine if the neighborhood was in favor of converting the entire community. The HOA community is bounded by Russwood Drive and Waterford Drive on the north, Dixon Lane on the south, Windridge Lane on the west and Eastglen Drive on the east. Since the remaining streets are all within 1/4 mile of Marcus High School, those streets fall within the guidelines of the Town's policy, staff has accepted an endorsement from the HOA as support from the neighborhood. Attachment 2. Therefore, the area proposed by staff to be included in the reduction to 25 mph is to include the entire Waterford Park Estates Phases 1 and 2 community. There are six additional streets within this area that would have been converted to 25 mph. By converting the rest of these streets, it will reduce confusion on both the residents/visitors and the Police Department for enforcement of these streets. It will also simplify the posting of the speed limit by allowing for neighborhood plaques to be added to each speed limit sign as one enters the neighborhood. Attached (Attachment 4) shows the breakdown in the exception request, the currently converted streets and the boundary of the area being requested. The exception request (Windridge Lane north of Dixon Lane) was brought forward to the Transportation Commission at the February 11, 2020, TRC meeting. The TRC discussion can be viewed as Item F2 at the following link <https://flowermoundtx.swagit.com/play/02122020-1287>.

BOARD REVIEW/CITIZEN FEEDBACK: The TRC heard the Windridge Lane exception request item at their February 11, 2020, regular meeting. Discussion was held on the exception request. The representative from the neighborhood that provided the survey was ill the night of the meeting and was not able to attend. The neighborhood responded with a 64% in favor for conversion of the speed limit change. The TRC recommended approval of the exception by a vote of 4 to 0.

ALTERNATIVES/OPTIONS: Leave speed limits as the currently exist (30 mph).

FISCAL IMPACT: The cost of changing and adding speed limit signs will be covered by operations funds.

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

ATTACHMENTS:

1. Excerpt from the 2/12/2019 Transportation Commission Meeting, Agenda Item 2
2. HOA Correspondence
3. Ordinance
4. Vicinity Map

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



TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

REGULAR ITEM

DATE: February 11, 2020

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

ITEM: **Exception request for Windridge Lane north of Dixon Lane to Russwood Drive to allow for a permanent speed limit change to 25 mph for areas outside of the 1/4 mile boundary of a school or major construction project.**

BACKGROUND INFORMATION: This item is a regular item to allow the Transportation Commission the opportunity to provide input and recommendation to the Town Council regarding the exception request for Windridge Lane (6000 – 6100 block) north of Dixon Lane to Russwood Drive to allow for a permanent speed limit change to 25 mph for areas outside of the 1/4 mile boundary of a school or major construction project. See vicinity map (Attachment 1) for streets affected by this request.

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This legislation was amended during the 81st Texas Legislature with House Bill 2682. On December 4, 2006, the Town Council approved a policy for the implementation of 25 mph speed limits on certain residential streets. In addition to the requirements included in the State law, the policy establishes that streets are only eligible if all or part is located within ¼ mile of a school property or ¼ mile of a construction zone for a major or minor arterial street. On March 9, 2010, a review of this policy was brought forward to the Transportation Commission for input and recommendation to Town Council. The recommendation to Town Council was to keep the existing policy, but institute an exception process without the need for an engineering study. On June 7, 2010, Town Council amended the policy for 25 mph streets with Resolution 12-10. Resolution 12-10 is included as Attachment 2. Resolution 12-10 added an exception process to the residential speed limit policy that requires an engineering study and a recommendation from the Transportation Commission.

The typical practice is to post speed limit signs at the entrances to the subdivision. This has been verified with the Police Department as acceptable to them and they have confirmed that they are able to enforce the speed limit. A portion of this subdivision was done under the old practice of converting individual street by street. Therefore, the northern boundary of Windridge Lane, Russwood Drive, has already been converted to 25 mph. This stretch of roadway would simply be a connection to the already converted street.

ENGINEERING STUDY: An engineering study to determine the speed limit of a local street consists of the following information:

- 85th percentile speed
- Road characteristics, shoulder condition, grade, alignment, and sight distance
- Pace speed
- Roadside development and environment
- Parking practices and pedestrian activity
- Reported crash experience for at least a 12-month period

The 85th percentile speed is the speed at which 85% of the traffic travels at or below. The speed limit for a particular street is generally set within +/- 5 mph of the 85th percentile speed. In general, the 85th percentile speed over the week long study within the subject area ranged between 33 and 26 mph.

Staff has determined the road characteristics, shoulder condition, grade, alignment and sight distance for the immediate area adjacent to Windridge Lane. Windridge Lane north of Dixon Lane is a typical residential concrete streets and are generally straight except at the southern section adjacent to Dixon Park which is curvilinear. None of the streets have a shoulder, and generally have good sight distance. All other intersections are controlled with either one or two way stop control.

The pace speed is the 10 mph range of speed which the largest majority of drivers are driving. The pace speed within the subject area was 21 mph – 30 mph (77.3%) for northbound and 26 mph – 35 mph (71.0%) for southbound.

The roadside development adjacent to Windridge Lane is primarily residential. The southwest section of the Windridge Lane is Dixon Park.

The parking practices and pedestrian activity for this area are primarily related to the residential homes, and Dixon Park. There is a 10 space parking lot for Dixon Park located on Windridge Lane. Pedestrian activity is primarily related to residents walking within the neighborhood and to/from Dixon Park. Parking is allowed on both sides of Windridge Lane. The Parks Department has installed signs on the west side of Windridge Lane for Dixon Park patrons only adjacent to the park.

Research of reported crash experience between 2016 and 2019 for Windridge Lane north of Dixon Lane reveals that 1 reported accident had occurred at the intersection of Windridge Lane and Russwood Drive (does not include the Dixon Lane/Windridge Lane intersection).

NEIGHBORHOOD SUPPORT: At previous Transportation Commission meetings, the neighborhood support has always been a question of the Commission. As such the Town has instituted a policy of receiving a 2/3 majority support for all exception cases prior to coming to the Transportation Commission for action. There are 14 homes adjacent to Windridge Lane. The attached survey indicates that 9 affirmative responses in support for the speed limit change or 64%. (Attachment 3) The Waterford Park Estates HOA has been made aware of this request.

ATTACHMENTS:

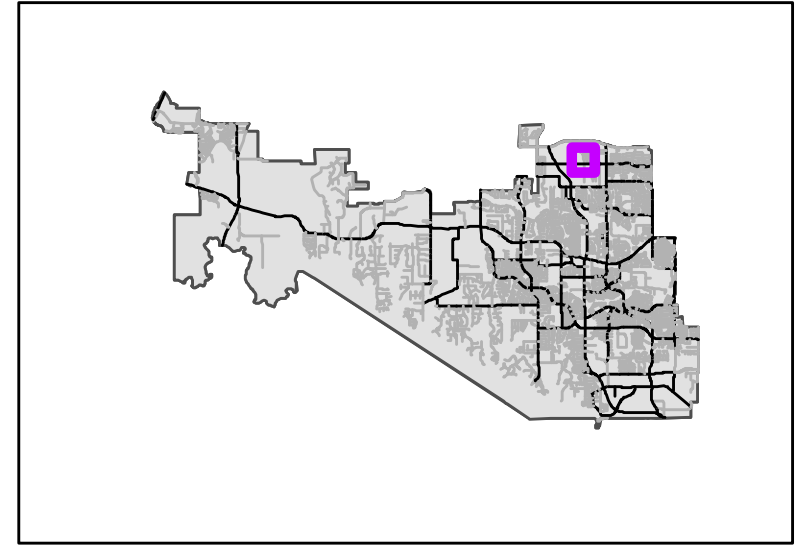
1. Vicinity Map of Affected Streets
2. Resolution 12-10
3. Neighborhood Survey

RECOMMENDATION: Move to recommend approval of the exception request for Windridge Lane north of Dixon Lane to Russwood Drive to allow for a permanent speed limit change to 25 mph for areas outside of the ¼ mile boundary of a school or major construction project.

Vicinity Map - Windridge Lane North of Dixon Lane

Council Attachment 1

TRC Attachment 1



Vicinity Map

Legend

 Windridge Lane

 Town Limits

Project
Location(s)

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. 12-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING RESOLUTION 35-06 BY REPEALING THE POLICY ON IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS AND ADOPTING A NEW POLICY IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND.

WHEREAS, the 79th Texas Legislature adopted House Bill 87 amending Section 545.356 of the Texas Transportation Code to allow municipalities to reduce the speed limit on certain types of streets to no less than twenty-five (25) miles per hour if the governing body determines that the prima facie speed limit on the road is unreasonable or unsafe; and

WHEREAS, the Town previously approved Resolution 35-06 which adopted a policy pertaining to establishing 25 mph speed limits on residential streets; and

WHEREAS, the Town desires to establish revised parameters or criteria that may be relied upon by the Town's residents and Town staff to identify the types of roads that may be eligible for a reduction in the prima facie speed limit; and

WHEREAS, the decision regarding whether the prima facie speed limit on a particular road or road segment is either unsafe or unreasonable and should be reduced to no less than twenty-five (25) miles per hour shall fall within the sound discretion of the Town Council, only, and shall be performed on an individual case by case analysis.

NOW, THEREFORE, BE IT RESOLVED 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 and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

Resolution 35-06 and the Town's Policy for Implementing Reduced Speed Limits in Certain Residential Neighborhoods is hereby amended by repealing the existing Policy for Implementing Reduced Residential Speed Limits and a new Policy

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

RESOLUTION NO. 12-10PAGE 2
TRC Attachment 2

for Implementing Reduced Residential Speed Limits (the "Policy"), which Policy is attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, is hereby adopted as the Town's official statement regarding the eligibility criteria for consideration and the process through which neighborhoods may present certain roads to the Town Council for determination whether the thirty (30) mile per hour prima facie speed limit on a certain road is unreasonable or unsafe and declare a lower speed limit of not less than twenty-five (25) miles per hour.

SECTION 3

This Resolution shall take effect immediately from and after its adoption and is accordingly so resolved.

PASSED, APPROVED AND ADOPTED THIS THE 7TH DAY OF JUNE, 2010.

APPROVED:


Melissa D. Northern, MAYOR

ATTEST:


Paula Paschal, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Terrence S. Welch, TOWN ATTORNEY

TOWN OF NEW BRIDGES
TOWN SECRETARY'S OFFICE
JUN 10 2010

EXHIBIT A**Policy for Implementing Reduced Residential Speed Limits****Purpose and Need**

This policy sets forth the process and eligibility criteria for the implementation of reduced speed limits on certain residential streets. This process focuses these implementations on areas near schools and major roadway construction zones. The policy also establishes an exception process should a particular street not conform to the eligibility criteria.

Introduction and Background

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This law allows municipalities to reduce the speed limit on streets with a width of 35' or less and where parking is not prohibited on one or both sides of the roadway. Further, a municipality would need to declare that the prima facie speed limit on that road is either unsafe or unreasonable. This law does not lower the basic prima facie speed limit which is currently 30 mph.

Responsibility

This policy will be implemented by the Town Manager or designee. Exception requests will be considered by the Transportation Commission for recommendation to the Town Council. Exception requests recommended by the Transportation Commission will be accompanied by an engineering study completed by the Town at the Town's cost. All reductions of neighborhood speed limits will require the approval of the Town Council.

Eligibility

For a street to be eligible for a reduction in speed limit to 25 mph, the street must be less than 35 feet in width, cannot have vehicle parking restrictions on either side of the street, and must meet one of the following location criteria:

- Located within one-quarter mile of a school site as depicted in the attached graphic
- Located within one-quarter mile of a construction zone associated with a major or minor arterial as defined on the Town of Flower Mound Thoroughfare Plan

Exceptions

Streets that do not meet the eligibility criteria can be considered on a case by case basis through the exception process. The request for an exception will include an engineering study to be completed by the Town, will be considered for recommendation by the Transportation Commission, and will be considered for adoption by the Town Council.

Implementation

Requests for reduced speed limits will be reviewed by Town staff for eligibility, or considered for an exception as described above. If the application is determined to meet the requirements, or an exception is recommended by the Transportation Commission, funding availability will be evaluated to determine if the speed limit signs can be installed during the current fiscal year. If funding is available, the request will be presented to the Town Council for consideration. If funding is not available, the neighborhood can choose to fund the cost of the sign materials and hardware or street(s) will be placed on a list of eligible streets to be included in a budget decision package during the next budget process.

Sign Design and Placement

All speed limit signs will meet the requirements contained in the Texas Manual on Uniform Traffic Control Devices. The placement of the speed limit signs will be reviewed determined by staff and coordinated with neighborhood representatives. Typical installations will only include one sign at each end of the neighborhood street, but mid-block signs will be considered on a case-by-case basis.

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

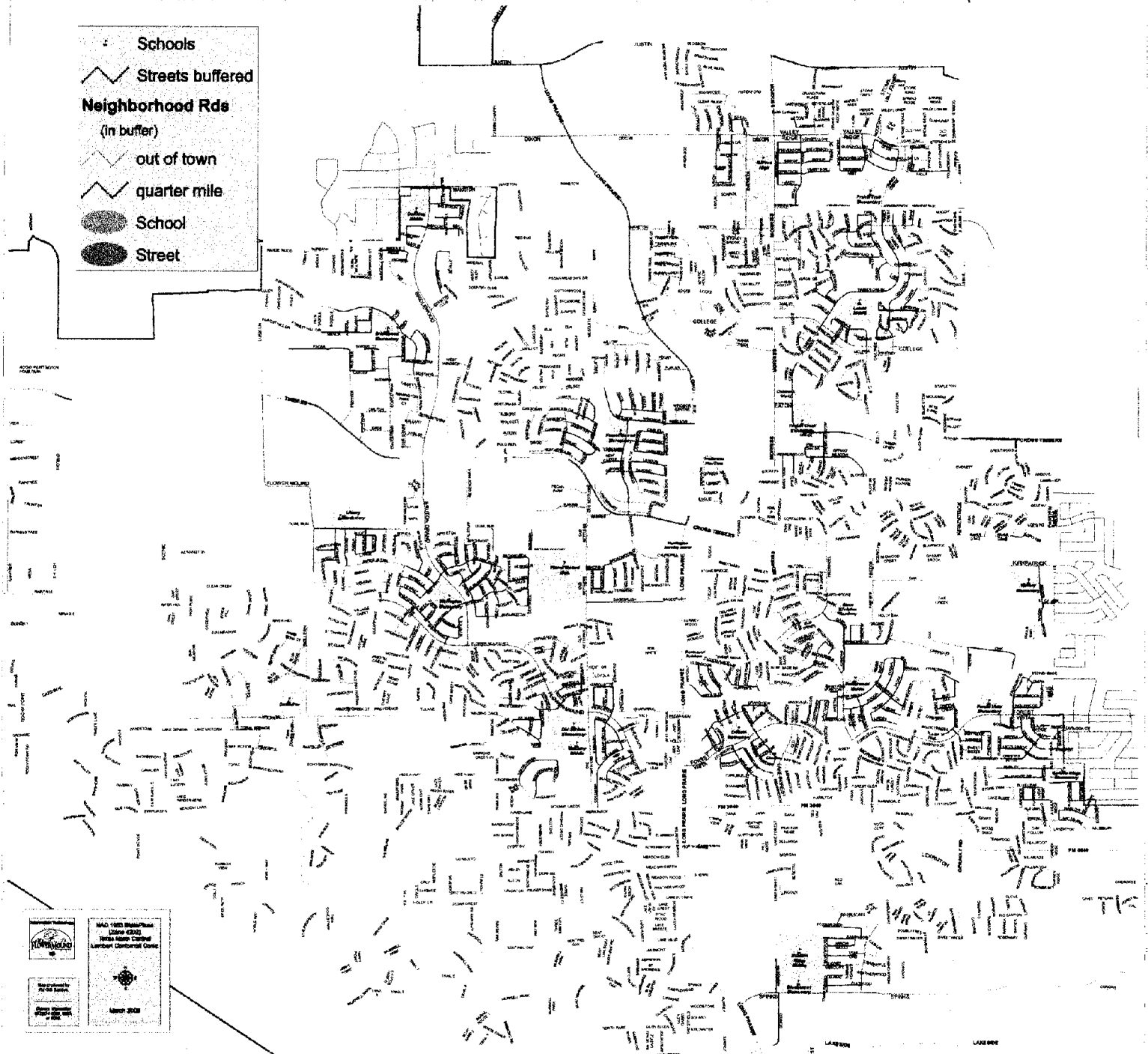
Process

The following provides a summary of the Process for Implementing Reduced Residential Speed Limits. The process is intended to be collaborative in nature, with the neighborhood representatives being stakeholders in the project.

1. Neighborhood contacts staff to request 25 mph speed limits
2. Staff establishes a point of contact for the request and project
3. Staff reviews the request and determines eligibility or directs request through exception process upon request
4. Staff reviews funding eligibility
 - a. If funding available, request is presented to Town Council
 - b. If funding not available:
 - i. Neighborhood funds cost of signs and hardware and request is presented to Town Council
 - ii. Staff submits request as a decision package during next budget process
5. Staff collects speed data prior to installation
6. Staff presents the request to the Town Council for required determination and action
7. If the Town Council declares a lower speed limit of not less than 25 mph for the roadway in question, Staff installs signs posting the speed limit at 25 mph
8. Staff collects speed data on a regular basis to determine effectiveness

Town of Flower Hill
TOWN SECRETARY'S OFFICE
OFFICIAL USE ONLY

25 mph residential speed limit eligibility coverage



TOWN OF HOWARD RECORD
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

Windridge Lane Speed Limit Reduction To 25 MPH Survey

The residents along Windridge Lane would like to lower the speed limit between Dixon Road and Russwood Drive to 25 mph. This is a safety concern for children crossing Windridge to get to the park as well as with toddlers in the parking area. The speed limit is presently 30 MPH while the rest of the neighborhood (Waterford Park Estates) is 25 MPH.

The Town of Flower Mound requires a 2/3 majority of households to be in support of the lowering of the speed limit to 25 mph. The survey results are as shown below.

Name (printed)	Address	Signature	Support	Oppose
MARK KOEBEL	6012 WINDRIDGE	Mark Koebel	✓	
Scott Boyd	6100 Windridge	J. Boyd	✓	
Kim Higgins	6108 Windridge	Kim Higgins	✓	
Tyrone Kimbrell	6117 Windridge	Tyrone Kimbrell	✓	
MANNY RODRIGUEZ	6113 WINDRIDGE	Manny Rodriguez	✓	
Jennifer Quinn	6105 Windridge	Jennifer Quinn	✓	
RAHINDER BRAICH	6104 WINDRIDGE	Rahinder Braich	✓	
Dan Siblik	6004 Windridge	Dan Siblik	✓	
Mindi Walls	6008 Windridge	Mindi Walls	✓	
NO ANSWER AT 6000 & 6121 WINDRIDGE.				
Mark				

From: [Adam Schiestel](#)
To: [Matthew Hotelling](#)
Subject: Re: Waterford Park speed limit change
Date: Tuesday, February 18, 2020 3:46:27 PM
Attachments: [image003.png](#)

Hi Matt,

The board is in favor of standardizing the entire neighborhood to 25mph. Please proceed and thank you for checking with me on this. This was well received.

Adam

From: Matthew Hotelling <matthew.hotelling@flower-mound.com>
Sent: Tuesday, February 18, 2020 1:47 PM
To: adam.schiestel@outlook.com <adam.schiestel@outlook.com>
Subject: RE: Waterford Park speed limit change

Adam,

I believe that Eastglen would also need a 25 mph sign.

Once the board confirms, I would take the remaining streets within the subdivision south of Eagle Creek as part of the speed limit change of Windridge and then the whole neighborhood south of Eagle Creek would be 25 mph yes.

Matt

Matthew J. Hotelling, P.E., PTOE, ADAC
Traffic Engineer



From: Adam Schiestel [<mailto:Adam.Schiestel@Outlook.com>]
Sent: Tuesday, February 18, 2020 12:50 PM
To: Matthew Hotelling <matthew.hotelling@flower-mound.com>
Subject: Re: Waterford Park speed limit change

This makes sense but I'm going to run it by the board real quick for consensus. Is the only other speed limit (30) sign the one at the Crestside entrance?

So once the board confirms, you will change two signs and the whole neighborhood will become 25?

From: Matthew Hotelling <matthew.hotelling@flower-mound.com>

Sent: Tuesday, February 18, 2020 9:52 AM

To: adam.schiestel@outlook.com <adam.schiestel@outlook.com>

Subject: Waterford Park speed limit change

Hi Adam,

As you may be aware of, the Transportation Commission recommended that Windridge be changed to 25 mph north of Dixon. My question to you is: since the remainder of Waterford Park south of Eagle Creek is within the 1/4 mile of Marcus High School and does not need an exception. So does the HOA/neighborhood wish to have the remainder of the streets within Waterford Park also changed to 25 mph? If so, I would like to take all of them at the same time so that all of the streets are changed and not just some of them. Thanks.

Matt

Matthew J. Hotelling, P.E., PTOE, ADAC
Traffic Engineer
Town of Flower Mound
Ofc. 972-874-6303



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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE ADDITION OF SEVEN STREETS TO THE LIST OF STREETS ENUMERATED THEREIN; IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR SAID STREETS AND CERTAIN STREETS AND PORTIONS OF CERTAIN STREETS WITHIN THE TOWN AT CERTAIN TIMES; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to declare a reduction of speed limits on certain local streets to twenty-five miles per hour (25 mph), if the Council finds that the established speeds are unreasonable or unsafe and authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways based upon an engineering and traffic study; and,

WHEREAS, the Town of Flower Mound has approved a policy for the reduction of the speed limit to 25 mph on certain residential streets within one-fourth ($\frac{1}{4}$) mile of a school property or within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street; and,

WHEREAS, the Town Council has determined that the prima facie speed limits on roadways within one-fourth ($\frac{1}{4}$) mile of a school property or within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street are unreasonable and unsafe; and,

WHEREAS, the Town Council established an exception process whereby residents on streets outside of one-fourth ($\frac{1}{4}$) mile of a school property or arterial construction zone may request an exception to the existing reduced speed limit policy to extend a reduced speed limit for the requested street; and,

WHEREAS, the Town Council of the Town of Flower Mound hereby finds and determines that Clear Ridge Lane, Crestside Drive, Eastglen Drive, Garwood Drive, Gateridge Drive, Valleywood Drive and Windridge Lane north of Dixon Lane are within one-fourth ($\frac{1}{4}$) mile of a school property, within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street, or adequately meets the requirements for an exception to the reduction of speed policy and therefore the existing speed limit is unreasonable and unsafe; and

WHEREAS, the Town of Flower Mound has also conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe on portions of certain roadways that are the subject of this ordinance; and,

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the appropriate speed limit in this area should be twenty-five miles per hour (25 mph); and,

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

ORDINANCE NO.**PAGE 2****SECTION 1**

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

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adopting the following maximum prima facie speed limit on the following additional streets in alphabetical order:

Location	Speed (mph)
Clear Ridge Lane	25
Crestside Drive	25
Eastglen Drive	25
Garwood Drive	25
Gateridge Drive	25
Valleywood Drive	25
Windridge Lane north of Dixon Lane	25

SECTION 3

The speed limits set forth in Section 2 above, are effective when the Town Manager, or his designee, erects signs giving notice of the new speed limits. The Town Manager is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

SECTION 4

Any person, firm or corporation violating any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$200.

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 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 any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases,

ORDINANCE NO.**PAGE 3**

clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

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

SECTION 8

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

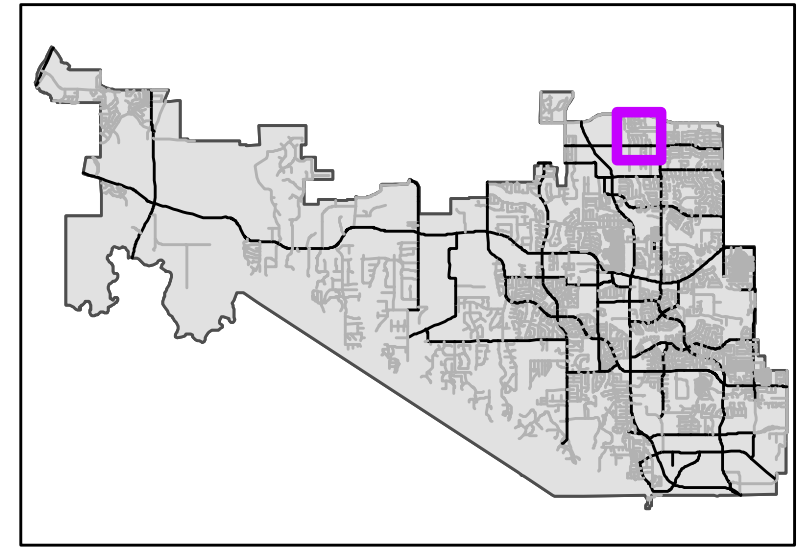
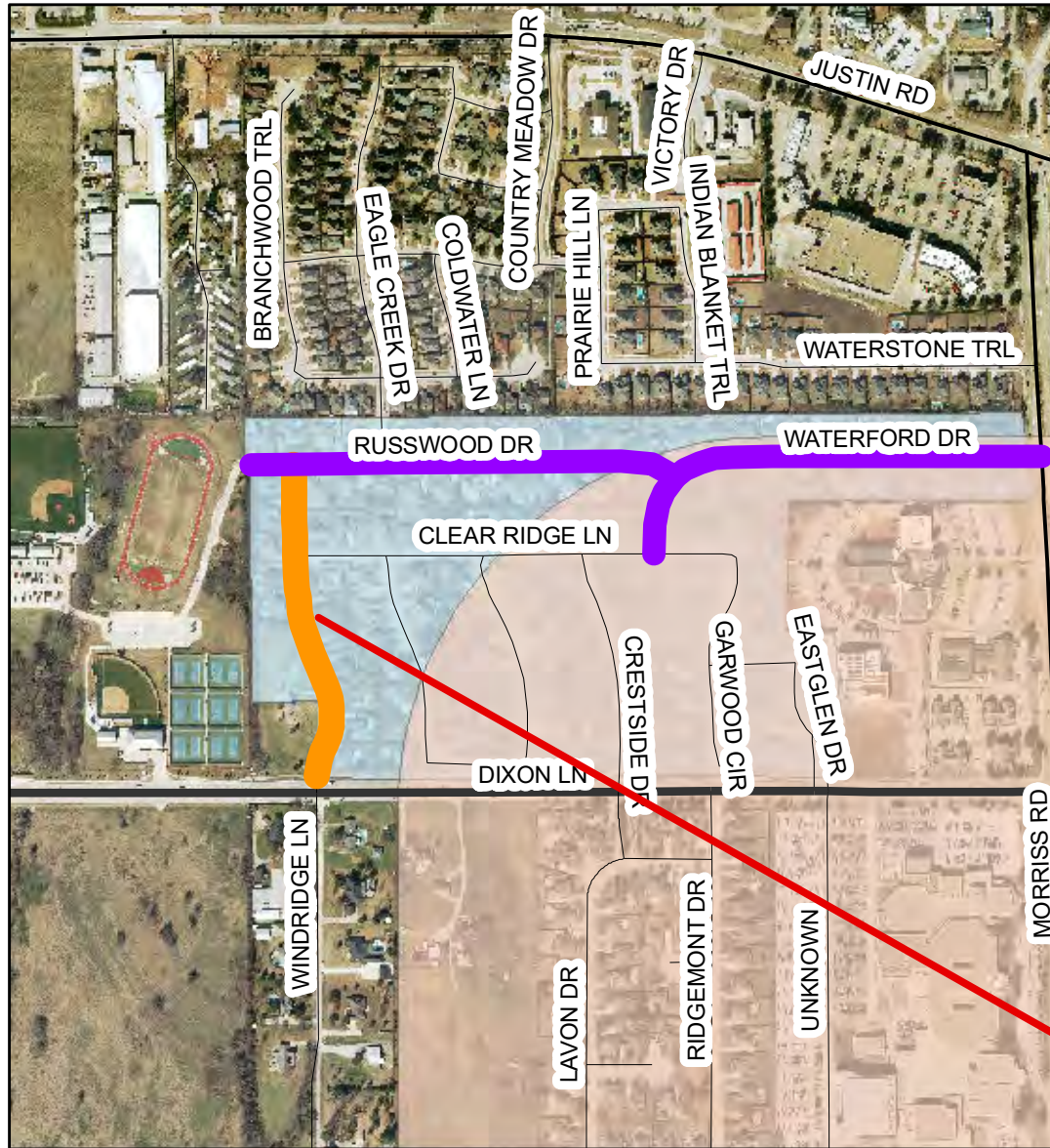
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6TH DAY OF APRIL, 2020.

APPROVED:

Steve Dixon, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

Vicinity Map - Windridge Lane & Waterford Park Estates Ph 1 & 2



Vicinity Map

Legend

-  Existing 25 mph - Waterford
-  Windridge Lane
-  Waterford Park Estates 1&2
-  School 1/4 mile buffer

Project
Location(s)



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: April 20, 2020

FROM: Steve Allen, Utility Services Manager

ITEM: Consider approval of the purchase of Solids Excluding Valves for the Wastewater Treatment Plant (WWTP) Sequence Batch Reactors (SBR), from Evoqua Water Technologies, a sole source provider, in the amount of \$85,654.00.

BACKGROUND INFORMATION: The purpose of this request is to obtain funding for replacement of the SBR solids excluding valves at the Town Wastewater Treatment Plant. The existing valves are over 10 years old. These valves open and close automatically, using springs and the pressure differential created when the decant valve is opened. The springs wear out over time and the valves must be replaced approximately every 10 years.

This item was approved as a Non-Discretionary Package in the FY 2019-20 budget. The purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Evoqua Water Technologies is the sole distributor for Evoqua Water Technologies Sequencing Batch Reactor products.

BOARD REVIEW/CITIZEN FEEDBACK: Failure to replace the aging SBR solids excluding valves will lead to increasingly poor performance of the treatment process, eventually causing permit violations and regulatory actions against the Town.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$85,654.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$85,654.00	200-690-92420-4308

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

Total project cost is \$85,654.00.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Evoqua Technologies quote
2. Sole Source Letter

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

Proposal For: TOWN OF FLOWER MOUND
Steve Allen
2121 CROSS TIMBERS RD
FLOWER MOUND, TX 75028-2602
Phone: 972-874-6400
steve.allen@flower-mound.com

Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone:

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	W3T206084 VALVE-EXCLDNG,4",SS304 (SOLIDS DECANter) Price to Replace all Valves (Pricing for Only 264 Units) Freight for 264 Valves - \$2494.00	264 EA	\$315.00	\$83,160.00

Item(s) Subtotal: **\$83,160.00**

Shipping and Handling Charges: **\$2,494.00**

Total Net Price: \$85,654.00

Proposal Notes

City has 6 Decaners with 44 Valves Per Decanter for a Total of 264 Valves

Lead Time: 2-3 Weeks

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 225.9 for April 2019.

If the MMPI exceeds 230.5 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 230.5

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Fred Willms
Company: Environmental Improvements, Inc.
List Address: 517 N. Kealy
Lewisville, TX, 75057
Phone: (214) 783-7507
Email: FWillms@ei2dallas.com

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 06-29-2020
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to:
 - or Email to:
- You may also mail this to:
 - Evoqua Water Technologies
 - N19W23993 Ridgeview Pkwy, Suite 200
 - Waukesha, WI 53188

by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____



N19 W23993 Ridgeview Pkwy
Waukesha, WI 53188
Phone: 262-547-0141
Fax: 262-547-4120

Sole Source Letter

To: James Blackwell
Company: Flower Mound
Tel: 972-874-6407
Email: james.blackwell@flower-mound.com
Subject: Sequencing Batch Reactor / Contract # JTS-01014

Date: 12/13/2019
From: Kris Kebbekus
Tel: 262-521-8212
Fax: 262-521-8249

This document is to confirm that Evoqua Water Technologies, LLC is the sole source provider for the components originally supplied under contract # JTS-01014, Sequencing Batch Reactor. Evoqua is the OEM for all the parts quoted on Quote 2019-362320. Environmental Improvements, Inc is the exclusive distributor for Evoqua Water Technologies Sequencing Batch Reactor products.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Kristopher Kebbekus

Evoqua Water Technologies

kristopher.kebbekus@evoqua.com



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of a Professional Services Agreement with Gupta and Associates, Inc., for the design phase services associated with the Stonecrest Pump Station Phase I (Auxiliary Power) project, in the amount of \$198,610.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This project includes the installation of a 1,500 KW generator and associated items to provide auxiliary power to the Stonecrest Pump Station. The estimated cost for the project is \$2,120,000, which is scheduled for construction in Fiscal Year 2020-2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The proposed generator will provide auxiliary power to the Stonecrest Pump Station, a facility that solely serves a portion of western Flower Mound. A decision not to approve the Professional Services Agreement would result in continued reliance on a critical component of the Town's water distribution system having no backup electric power.

FISCAL IMPACT: \$198,610.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$198,610.00	601-900-98350

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

Total project cost is \$2,120,000. Funding sources are:

- Impact Fees \$ 550,000
- Utility Debt \$1,570,000

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
GUPTA AND ASSOCIATES, INC.**

This contract is entered into on this 20th day of April, 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 **Gupta and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13717 Neutron Road, Dallas, TX 75244.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Stonecrest Pump Station Phase I (Auxiliary Power) 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 Stonecrest Pump Station Phase I (Auxiliary Power) project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Ninety Eight Thousand Six Hundred Ten and No/100 Dollars (\$198,610.00). 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:

Puneet Gupta, P.E.
Gupta and Associates, Inc.
13717 Neutron Road
Dallas, TX 75244
972-490-7661 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:
Gupta and Associates, Inc.

By: [Signature]
 Name: Puneet Gupta, P.E.
 Title: Vice President

Date Signed: March 23, 2020

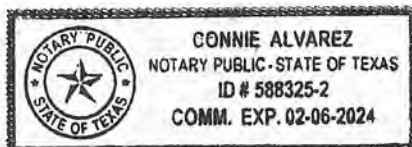
State of Texas §
Collin §
 County of Dallas §

This instrument was acknowledged before me on the 31 day of March, 2020, by Puneet Gupta in his capacity as Vice President of Gupta and Associates Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 3-31-20 DAY OF March, 2020.

[Signature]
 Notary Public, State of Texas

My Commission Expires:
2/6/2024



Town of Flower Mound

Stonecrest Pump Station Auxiliary Power

Attachment A

Scope of Services

BACKGROUND

The Town of Flower Mound (Town) is making improvements to the Stonecrest Pump Station by adding a generator to provide backup power to the pump station.

The existing pump station has three 450HP pumps with space for two future 450HP pumps. The existing switchgear is fed from the power company and has the capacity to serve all five pumps. The switchgear is designed to add a section for a generator main and automatic transfer scheme.

The scope of work includes adding a new 480V, 1500kW generator to provide backup power to the pump station. In addition, a new pad, site grading, switchgear modifications and other necessary improvements will be included to provide a fully functional system.

Gupta and Associates, Inc. (GAI) will perform both the electrical distribution, SCADA, and instrumentation for this project as the prime consultant for the Town. GAI shall utilize the services of sub-consultants, Kimley Horn and Associates (KHA) shall provide the structural, civil, survey and CMJ Engineering (CMJ) shall provide the geotechnical engineering.

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, GAI has made the assumptions outlined below:

- One Project Kickoff Meeting.
- GAI has not included any of the following in this proposal:
 - o Software licenses or hardware.
 - o Fire suppression.
 - o Time for factory witness testing for any electrical or mechanical equipment.
 - o Reverse engineering PLC code
 - o Fees associated with development or building permits
 - o Material Testing.
 - o Platting, topographic, boundary, or ALTA surveys.
 - o HVAC improvements
 - o Deed and utility research.
 - o Easement documents.
 - o Tree survey or as-built survey for the site.
 - o Subsurface Utility Engineering (SUE) to determine the location of existing utilities.
 - o Update of survey of improvements after initial survey has been performed.
 - o Structural analysis or modifications to existing structures
 - o Mechanical improvements
 - o Detailed erosion control plan or SWPPP will not be prepared.
 - o Fire Marshall submittals or coordination
 - o Site planning activities such as: site plan submittals, zoning, platting, etc
 - o Physical radio path studies
- Town will provide existing documentation for each site, including:
 - o Site Plan – CAD Format
 - o Process Area Drawings – CAD Format where available
 - o Existing drawings – PDF format
- The anticipated schedule for this work is:
 - o Engineering Design ESA: February 2020
 - o Engineering Duration: 8 Months
 - o Construction Duration: 12 Months
 - o Construction Budget: 2.0M

SCOPE OF WORK

BASIC SERVICES SECTION**SCOPE OF WORK**

The following items are identified as the basic services scope items:

1. Provide a new 480V, 1500kW Generator
 - a. The generator will be Kohler
 - b. Pre-Negotiate the cost of the generator with Kohler
 - c. The generator is intended to support up to three – 450HP pumps (RVSS starters)
 - d. Provide a permanent load bank.
2. Modify the existing Eaton switchgear
 - a. Modify the existing Eaton switchgear to add the required sections to include a new automatic transfer scheme and a new breaker to feed the generator
 - b. Add breaker to feed a new mini-power center in the generator enclosure.
 - c. Pre-Negotiate the cost of the switchgear modifications with Eaton
3. SCADA Modifications
 - a. Add SCADA interlock to only operate three pumps
 - b. Provide monitoring points for the automatic transfer scheme and generator
4. Geotechnical investigation – Perform one (1) geotechnical boring at the proposed generator location. The bore will be used to determine the general soil stratum as well as provide data for structural design of the generator pad. The boring will be to a depth of approximately thirty (30) feet.
5. Field survey to identify and locate existing topographic elements.
6. Structural design of generator pad.
7. Dimensional control plan for proposed generator and sump pump improvements.
8. Grading improvements around the existing transformer.
9. Drainage improvements at the existing electrical handholes and electrical conduits leading to the pump station building.
 - a. Sump pump and discharge plan to drain existing electrical hand hole adjacent to proposed generator location.
 - b. Assumption: The team will evaluate potential solutions to mitigate water infiltration into the existing conduits and pump station basement. Replacing all the conduits is not included in the scope. Potential solution selected will not guarantee no water infiltration into the pump station basement.

TASK 1.0 – PROJECT MANAGEMENT

Objective

To provide proactive project management for the work to be performed.

Methodology

Manage engineering staff and subconsultants to provide efficient completion of the Project. Coordinate internal project instructions, work plan, and quality control procedures. Conduct internal staff meetings, budget and schedule control, and coordinate project activities with the Town and the Engineer.

A number of meetings between GAI and Town will be conducted to ensure the project is moving on schedule and in the right direction. These anticipated meetings are:

- Kickoff Meeting: GAI will conduct a Project Kickoff Meeting to review the goals, work plan, and schedule for the project. Plans are for one, 2-hour kickoff meeting.
- Progress Meetings/Informal Design Meetings: GAI's project team will meet and communicate with Town to provide a forum to receive input and feedback on design related issues, status and update of the design. Plans are for up to two, 2-hour project meetings.

Track project progress and develop invoices

Deliverables

The following deliverables will be submitted to Town at the completion of the above listed activities:

- Meeting Agenda
- Meeting Minutes
- A written response to the Town's comments.
- Monthly Invoices

TASK 2.0 – FINAL DESIGN

TASK 2.1 – Site Visits and Investigations

Objectives

This task will involve a series of site visits and one-on-one discussions with Town staff to review, document, and assess the conditions of the existing site.

Methodology

Each site visit will focus on the major functional levels of the Pump Station which includes the switchgear, site drainage, and existing conduits.

The site visits will be conducted by GAI, accompanied by the Town's Operations and Maintenance staff. GAI will document the as-built conditions at the site. The anticipation is that the team will visit the site 2 times during the design phase.

Deliverables

GAI will document any instructions given or any decisions made by Town personnel during these site visits.

TASK 2.2 – Design

Objectives

The task involves providing final design based on the recommendations and approach identified in the preliminary engineering report.

Methodology

1. Provide final design services. The following will be provided:
 - a. Electrical plan drawings
 - b. Instrumentation & controls plan drawings
 - c. Civil plan drawings
 - d. Structural plan drawings
 - e. Electrical specifications
 - f. Instrumentation & controls specifications
 - g. Civil specifications
 - h. Structural specifications
2. Design submittals provided at 50% and 90% will be submitted for review by the Town.
3. 50% Design Submittal Review Workshop: After submitting, GAI will participate in a 3-hour meeting to review the document with Town and answer any questions about the content. Once GAI has received Town's written review comments, GAI will prepare a formal response to each written comment made by Town.
4. 90% Design Submittal Review Workshop: After submitting, GAI will participate in a 3-hour meeting to review the document with Town and answer any questions about the content. Once GAI has received Town's written review comments, GAI will prepare a formal response to each written comment made by Town.
5. The design phase scope is based on scope of work described above. Additional items identified during the site visit and design phase are not included.

Deliverables

The following deliverables will be submitted to Town included in the Design:

- 50% - Provide a full set of Plans and Major Specifications
- 90% - Provide a full set of Plans and Specifications
- TCEQ Submittal – Not included.
- 100% Signed and Sealed Set – Provide the final set of plans and specifications with all Owner comments incorporated ready for Bid.
- Provide probable construction cost estimate at 50%, 90% and 100%.
- Provide internal QAQC for the work performed at each stage.
- Provide electronic copies of the drawings and specifications
- Upload the documents at various stages for review by Town

TASK 3.0 – BID PHASEObjectives

- Engineer will perform project administration services during the bid phase of the project.
- Prepare the final plans and specifications and assist the Town during the bidding process.
- Engineer will answer questions during the bidding phase.
- Attend one pre-bid meeting
- Prepare addendum as required.

TASK 4.0 – CONSTRUCTION PHASEObjectives

- Incorporate addenda items into the plans and specifications to create a “Conformed to Bid” set of construction contract documents.
 - o Distribute 1 full size and 1 half size print of the “Conformed to Bid” construction contract documents to the successful bidder. Provide the Town with 1 full size, 5 half size prints one electronic file, on compact disk in Adobe Acrobat pdf and AutoCad formats of the “Conformed to Bid” construction contract documents.
- At a date and time selected by the Town and at a facility provided by the Town, attend the preconstruction conference and assist the Town during the conference. The preconstruction conference shall include a discussion of the Contractor’s tentative schedules, procedures for transmittal and review of the Contractor’s submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor’s responsibilities for safety and first aid.
- Anticipate attendance for up to 12 half day total monthly construction progress meetings to the construction site to observe progress of the work or consult with the Owner and the Contractor concerning problems and progress of the work.
- Workshops and Coordination Meetings: Anticipate attending up to 1 workshop and 1 PCSI coordination meetings.
- Review schedules, drawings and other major equipment submitted by the Contractor as required by the construction contract documents.
- Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor or the Town in accordance with the construction contract documents and transmit them to the Town.
- Interpret construction contract documents when requested by the Town.
- Review and sign the Contractor's monthly payment requests.
- Provide documentation and assist the Town in processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the Town.
- Review and respond to the following:
 - o Request for Information (Assumed Quantity: 4)

- o Shop drawing and O&M submittals (Assumed Quantity: 30 – including resubmittals)
 - o Proposed contract modifications or design changes (Assumed Quantity: 1)
- Act as an initial arbiter on claims of the Town and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.
- Upon substantial completion, inspect the construction work, in the company of the Town's representative. Prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the Town.
 - o Final completion walkthrough is not included in the scope.
- Upon completion of the project, revise the construction contract drawings to conform to the construction records. Submit 2 full size prints and one electronic file, on compact disk in Adobe Acrobat pdf and AutoCad formats, of the record drawings to the Town.

Attachment B

FEE

The scope of work defined above is to be performed on a lump sum basis amounts shown below:

1.0	Project Management		
	GAI		\$ 7,880.00
	KHA		\$ 6,000.00
	<i>Project Management Total</i>	<i>6.99%</i>	<i>\$ 13,880.00</i>
2.0	Design Phase		
	GAI		\$ 79,450.00
	KHA		\$ 58,500.00
	CMJ		\$ 2,800.00
	<i>Design Phase Total</i>	<i>70.87%</i>	<i>\$ 140,750.00</i>
3.0	Bid Phase		
	GAI		\$ 3,530.00
	KHA		\$ 1,500.00
	CMJ		\$ -
	<i>Bid Phase Total</i>	<i>2.53%</i>	<i>\$ 5,030.00</i>
4.0	Construction Phase		
	GAI		\$ 28,950.00
	KHA		\$ 10,000.00
	CMJ		\$ -
	<i>Construction Phase Total</i>	<i>19.61%</i>	<i>\$ 38,950.00</i>
	Basic Services Total		\$ 198,610.00



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: April 20, 2020

FROM: Steve Allen, Utility Services Manager

ITEM: 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 \$56,640.67.

BACKGROUND INFORMATION: The purpose of this request is to obtain funding for replacement of the Kaeser Compressor which operates the Control Valves for the Sequence Batch Reactors at the TOFM Wastewater Treatment Plant. The existing system is 19 years old and requires increasingly more maintenance as it ages. Additionally, the associated piping is made of PVC, which has become brittle over time and presents a safety hazard should it burst. The replacement system uses aluminum Smartpipe, which is stronger and has a longer service life.

This will replace the existing system that has been in service for 19 years. It has been determined that the Kaeser system is a proprietary product offered solely by Kaeser Dallas. This item was approved as a Non-Discretionary Package in the FY 2019-20 budget. The purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Kaeser Dallas is the sole distributor of Kaeser Compressors for customers in the North Texas territories.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$56,640.67

Proposed Expenditure/(Revenue):	Account Number(s):
\$56,640.67	200-690-92420-4308

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Solids Excluding Valve quote
2. Evoqua Sole Source Letter

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

Attachment 1

**QUOTATION**

Mr. Jim Blackwell
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound TX 75028-2602

Kaeser Compressors, Inc.
1625 Crescent Circle; Suite 215
Carrollton, TX 75006
Contact: Brandon Goggans
Tel: 877-952-3737
Fax: 888-789-0945

Your reference	Customer no.	Quotation no.	Date
	515348	85942988	03/08/2020

Dear Mr. Blackwell:

We are pleased to present the following proposal for your review. With Kaeser Compressors, you can be confident your organization will benefit from years of engineering expertise, premium products, and a nationwide service network. Our products reduce life cycle costs with years of reliable service, simple maintenance and high energy efficiency-making them the smart investment.

Kaeser will be providing our standard equipment and instrumentation. Kaeser's scope of supply is as shown on the quote. Items not quoted will not be provided. Kaeser must take blanket exception to any specifications provided with this RFQ.

Thank you for the opportunity to prove Kaeser Compressors offers the best product solutions for your needs, as well as the customer service you deserve.

Sincerely,

Brandon Goggans
Territory Manager

I authorize Kaeser to place an order in accordance with this quotation.

Printed Name

Title

Signature

Date

KAESER rotary screw compressors

Type: SM 15 (air cooled)

with the world-renowned SIGMA PROFILE

The **SM 15** consistently delivers precisely what users require in an energy-saving compressor: quiet and smooth operation, low maintenance requirement and high reliability. These key benefits are based on many innovative solutions, in such areas as airends with the highly efficient SIGMA PROFILE, cooling and ventilation, industrial PC controller and IE4 Premium Efficiency motor. All KAESER rotary screw compressors are subject to a comprehensive test run before leaving our factory.

Technical specifications (Performance parameters at **125 psig gauge working pressure**, relative to the entire system, including fans. In accordance with ISO 1217:2009 Annex C.)

Flow rate at 125 psig(g)	55.44 cfm
Power consumption of entire system at 125 psig(g)	12.1 kW
Max. gauge pressure	125 psig
Drive motor efficiency, full load	92.4 %
Drive motor efficiency class	IE4
Drive motor rated capacity	15.0 hp
Drive motor speed	3,540 rpm
Drive motor protection rating	IP 55
Electrical supply	208/230/460V / 3 / 60Hz
Compressed air discharge temperature above ambient temperature (at +68 °F, 30% rel. humidity)	8 K
Sound pressure level	68 dB(A)

Specifications are subject to change without notice.

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Technical specifications - Type: SM 15

Max. available hot air	1295 cfm
Compressed air connection	3/4 NPT
Cooling oil charge	1.1 US gal
Compressor cooling oil type	SIGMA FLUID M-460
Dimensions (W x D x H)	24.750 IN x 31.125 IN x 43.250 IN
Weight	529 lb

Specifications subject to change without notice.

Available options

Connection to control system	Not applicable
Equipped with heat recovery	
Adjustable machine mounts	
Partial-load control	
Compressor cooling oil type	

Product information

You'll find images and additional details in the brochure at
<http://www.kaeser.com/int-en/products/rotary-screw-compressors/rotary-screw-compressors-with-fluid-cooling/with-belt-drive/>

Project planning note:

Please note that additional compressed air treatment components may be required for your proposal. Compressed air always contains a certain amount of solid matter/dust, moisture and residual oil content (hydrocarbons in aerosol/vapour form). Depending on the application, a certain standard of treatment may be required (see ISO 8573). We will be pleased to provide further advice and information.

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Type: SM 15

Decisive advantages of KAESER rotary screw compressors

KAESER airend with energy-saving SIGMA PROFILE

Every KAESER airend comes with energy-saving SIGMA PROFILE rotors that are continuously flow-optimised by our engineers. This contributes significantly to the outstanding specific power performance of the overall systems. Components manufactured to the highest standards and precision aligned roller-bearings ensure long service life with maximum reliability. Single-stage compression with cooling fluid injection ensures optimal cooling while lubrication and sealing of the rotors guarantees long service life and quiet operation.

Optimised design

Kaeser rotary screw compressors are prized for their logical component arrangement, excellent accessibility and user-friendly design. For example, the left-hand enclosure panel can be removed in a few simple steps and allows excellent visibility of the system's intelligently laid out components. Needless to say, the SK series was designed to ensure best possible access to all service points. When closed, the sound-absorbing compressor enclosure keeps operational sound levels to a minimum thereby ensuring a pleasantly quiet work environment. Moreover, with its three intake openings, the enclosure provides separate air flow for high efficiency cooling of the compressor, the drive motor and switching cabinet. Last, but not least, the compressors are impressively compact, which makes them the perfect choice for applications where space is at a premium.

Flexible KAESER belt drive

KAESER rotary screw compressors with belt drive provide outstanding efficiency and reliability. KAESER was one of the first compressor manufacturers to introduce the V-belt drive system. The automatic tensioning device ensures continually high transmission efficiency of the belt drive in KAESER rotary screw compressors over their entire service life. This, of course, also reduces maintenance costs.

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Type: SM 15

SIGMA CONTROL 2 compressor controller

The control centre

The industrial-duty operator interface features a clear display panel and robust keys. All relevant information can be viewed at a glance. User-friendliness is further enhanced by the logical menu structure and the ability to display data in any one of 30 selectable languages.

Security with RFID

SIGMA CONTROL 2 provides a high level of security with its integrated RFID (Radio Frequency Identification) functionality. This technology not only ensures secure log-in for users and/or KAESER service engineers, but also safeguards the system against unauthorised changes or operation, in accordance with German operator liability provisions.

Communication

The SIGMA CONTROL 2 communicates internally with the compressor via inputs and outputs. The Ethernet interface fitted as standard enables integration into the SIGMA NETWORK. Network connectivity permits remote monitoring: the built-in web server can display the operating panel, menu structure, operating parameters and message history anywhere and at any time.

Updates and data storage

Software updates and operating parameters can be quickly uploaded and transferred via the convenient SD card slot. This minimises service costs whilst also enabling use of the SD card for (long-term) storage of key operational data.

"Prepared connection to process control" option

Optional (pluggable) bus communication modules (Profibus DP, Modbus TCP, Profinet, Devicenet) enable external communication with building and process control systems for remote control and remote monitoring of the compressor. Digital and analogue inputs and digital outputs that can be assigned using the control unit make it possible to connect external sensors and actuators.

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Type: SM 15

SIGMA CONTROL 2

Control systems

- Modular design comprising control unit and integrated inputs and outputs, power supply and web server. Designed for use with KAESER rotary screw compressor series SX - ASK.
- "Traffic-light" LEDs for at-a-glance operational status
- Fully automatic monitoring and control; Dual, Quadro and , Vario control.
- Timer for compressor functions (on, off) or external outputs
- Baseload function for operation of two compressors
- Web server with remote display of operational data; clear text display, choice of 30 languages

Hardware

- Advanced processor hardware; all components designed for industrial operating conditions.
- Graphical display, LED indicators and tactile membrane keys; real-time clock, battery back-up
- Precision electronic pressure transducer

Control cabinet

- Dust and water-resistant, IP 54
- Input/output modules with clearly coded bushes for the signal sensor connection cable ¹⁾
- Terminal strip for additional floating contacts ¹⁾

Interfaces

- SD card slot for updates
- Adapter for communications modules ¹⁾
- USS bus for frequency converter; RFID reader, Ethernet

Approvals and certifications

- CE, cULus, EMV; marine certifications GL, ABS, LRS, DNV (available only if the "Prepared connection to process control" option is selected)

Note on ¹⁾: available only if the "Prepared connection to process control" option is selected

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Kaeser Condensate Filter (KCF)

Models:

KCF 25, KCF 50, KCF 100, KCF 200, KCF 400

Maximum Pressure at Inlet	232 psig
Maximum Ambient Air Temperature	140 °F
Minimum Ambient Air Temperature	41 °F
Estimated Weight	KCF 25 7.7 lbs, KCF50 12.7 lbs KCF100 19.5 lbs, KCF200 70.5 lbs KCF400 92.6 lbs
Number of Inlet Connections:	2 (KCF 25, KCF 50, KCF 100) 4 (KCF 200, KCF 400)

Kaeser Condensate Filter designed for the performance specified herein and including the following standard features and accessories:

- Lightweight - easily handled and positioned for filling
- Crafted of rotation-molded polyethylene
- Uses coated polypropylene absorbent technology
- Single absorbent cartridge incorporates two-stage separation
- Self-contained single element is easily replaced and suitable for landfill disposal
- Typical cartridge life is 6 months. Compressor type, lubricant, and ambient conditions affect service life.
- Condensate can be discharged under pressure into the unit
- No electricity required
- No hard piping required
- No moving parts
- Water purity sampling port with shut-off valve on models 25, 200, and 400

Maintenance

- Easily removable lid
- Filter cartridges are equipped with lifting handles
- Disconnecting of inlet lines not required for filter change

Options

- Immersion heater with thermostat for low ambient installations
- High pressure relief chamber (up to 580 psig at inlet)
- High condensate level alarm
- Flow splitter that permits the simultaneous use of up to four parallel piped units for large air flow applications

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Kaeser Heatless Desiccant Dryer

Model: KAD 60 E

Kaeser's KAD E dryers are designed for the performance specified herein and include the following standard features and accessories:

Skid-Mounted Package:

- Fully assembled, piped, and wired
- Complete with two desiccant vessels fully charged with 1/8 inch, spherical, activated alumina
- Easily accessible, separate, desiccant fill and drain ports
- Cleanable flow diffusers
- Field re-buildable control valves
- Purge exhaust mufflers with integral pressure relief
- Factory installed safety relief valve
- Up-flow drying and down-flow purging assures stable outlet dew point and longest desiccant service life

Controller:

- Solid state circuitry for highly accurate sequence control
- Full automatic control is ready for startup after utility connections are made
- NEMA 4X electrical enclosure
- Manually adjustable, incremental, purge saving control for extended reduced load operation
- Fixed 10-minute cycle produces -40°F pressure dew point

Operational status monitoring:

- Power on light
- Tower drying light

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Technical specifications

In/out connection size	1 NPT
Inlet Flow at 100psig	60 scfm
Maximum working pressure	150 psig
Maximum inlet air temperature	140 °F
Power supply	100-240V/1ph/50 or 60 Hz
Dimensions (W x D x H)	31 x 32 x 64
Weight	445 lb.

(All specifications subject to change without notice.)

Available options:

- Purge Saver Control
- Sizes for inlet flows from 40 to 5,400 scfm
- Factory piped and mounted filter packages
- High humidity alarm
- Dew point monitor

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PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
10	Rotary Screw Compressor SM 15 125psi SC2 TriVolt. US	101758.0	2.000	PC	10,069.41	20,138.82
	Model	SM 15				
	Electrical connection	208/230/460V / 3 / 60Hz				
	Max. working pressure	125.0 psig				
	Control version	SIGMA CONTROL 2				
	Connection to control technolo	Not applicable				
	Compressor fluid sort	SIGMA FLUID M-460				
	Wired 460V					
20	SYNTHETIC LUBE FILL, SM	ANSYNFILLSM	2.000	PC	195.00	390.00
25	Startup for Compressors	USSTARTUPC	2.000	PC		
	Startup is a Kaeser technician preparing your unit for operation and reviewing proper operation and maintenance. Startup is required to initiate your warranty and does not include installation. Standard warranty: 1 year compressor package, 2 year major components. Details at www.kaeser.com/warranty					
30	Annual Maint. Kit - SM.3 S460	ANAKSM3S	2.000	SE	565.00	1,130.00
	Items from 40 to 60 are included in the price					
40	Filter-Set SM.3	404945.0	2.000	PC		
50	S-460 Synthetic Oil \$/(1 gal pail)	ANS460-1	4.000	PC		
	MSDS ENCLOSED WITH SHIPMENT					

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PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
60	Sample Bottles for 5-yr maintenance kit	AN5YRSAMPKIT	2.000	PC		
70	Hose Flex 0.75"x12"MPT Metal 232psi	ANVD-.75	2.000	PC	47.25	94.50
80	Condensate Treatment KCF 25 Condensate Treatment System	ANKCF25	1.000	PC	345.31	345.31
90	Condensate Treatment Condensate Manifold Compact	ANKCD02	1.000	PC	304.17	304.17
100	Desiccant Dryer KAD-60 E Series Special	USKAD60E-S	1.000	PC	4,376.80	4,376.80
110	Mtd. Filter Package "B" KAD60/60PS	USKAD60FPB	1.000	PC	1,702.40	1,702.40
120	3-Valve Bypass Option KAD60/60PS	USKAD603VB	1.000	PC	341.60	341.60
130	240 gal Vertical Tank 200 PSI	ANTANK240	2.000	PC	1,863.20	3,726.40
140	Glycerine pressure gauge 0-25bar/16 Ø63	8.0142.1	2.000	PC	129.34	258.68
150	Safety valve 1/4NPT 140psi	AN820541	2.000	PC	17.12	34.24

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PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
160	Condensate Drain Automatic condensate drain AMD-6550	USAMD6550	1.000	PC	841.53	841.53
170	Condensate Drain Kaeser Eco-Drain 31, 115V	ANECODRAIN3 1	1.000	PC	284.27	284.27
185	Compressed Air Filter Maint. Kit - KAD 60 - Yr 2 Filter Pack B	USMKA60BK2	1.000	PC	1,107.00	1,107.00
190	Smartpipe Installation Material	USINSTALL-SP	1.000	PC	8,594.95	8,594.95
200	Smartpipe Installation Material	USINSTALL-M	1.000	PC	1,750.00	1,750.00
210	Smartpipe Installation Labor	USINSTALL-LT	1.000	HRS	9,720.00	9,720.00
220	Mileage and travelling complete	9.5039.0	1.000	PC	1,500.00	1,500.00
TOTAL PRICE						56,640.67

Pricing does not include applicable sales taxes.

Terms of payment:

Within 30 days

Payment terms are subject to credit approval.

Govt

Terms of delivery (Incoterms® 2010)

FCA US Shipping Point

If prepay and add shipping is requested the freight charges will be added to the invoice.

Quotation valid until

05/02/2020

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Estimated delivery time:

2-4 weeks from order confirmation

Contractual basis**Terms and conditions:**

This Quote is effective and expressly conditional on Buyer's assent to all terms and conditions incorporated in this Quote that are additional to or different from those stated in Buyer's purchase order or other documents. However, if an executed, mutually agreed contract or agreement exists, that document shall take precedence. Buyer's assent to this provision will be manifested by ordering, paying for, or receiving any portion of the goods designated herein. Any modifications made by the recipient to the information provided on this quote form shall not be honored and shall be considered null and void. Seller's terms and conditions are available on request, and at us.kaeser.com/terms.

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Attachment 2



Kaeser Compressors, Inc.

1625 Crescent Circle, Ste 215 Carrollton, TX 75006-3600

www.kaeser.com

10/18/2019

To: Jim Blackwell

From: Eric Winser- Branch Manager

Company: Town of Flower Mound

Email: Eric.Winser@Kaeser.com

Fax no:

Phone: 972-245-9611

Subject: Kaeser Sole Distributor

Page 1 of

To Whom this May Concern,

Kaeser Dallas is the sole distributor of Kaeser Compressors for customers in the North Texas territories. If a customer in Kaeser Dallas' territory reaches out to any other Kaeser distributor within the United States, they will be sent to Kaeser Dallas to fulfill their Kaeser Compressor needs.

CONFIDENTIALITY NOTICE:

The information contained in this fax and any attachments may be privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this information to other than the intended recipient is strictly prohibited. If you have received this in error, please notify us immediately and destroy this document. Thank you for your cooperation.



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: April 20, 2020

FROM: Jeff Garner, Director Of Facilities Management

ITEM: Consider approval of emergency replacement of the Community Activity Center water heater for the estimated amount of \$30,000.

BACKGROUND INFORMATION: The 299,999 BTU water heater and related 500-gallon storage tank at the Community Activity Center provides hot water to the entire building and is critical to the operation of the facility. The FY19-20 budget included replacement of the water heater for the building.

During a recent quarterly preventative maintenance inspection of the water heating system, a facilities technician identified issues with the storage tank. A plumber inspected the tank and recommended that the water heating system be taken out of service immediately before damage to the building occurs due to rupture of the water tank. The current heater and tank are being removed and replaced with a 499,999 BTU high efficiency water heater (without a storage tank) at an estimated cost of \$30,000. This replacement was processed as an emergency purchase due to the potential for rupture and related damage.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$30,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$30,000	100-655-59200-6010

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

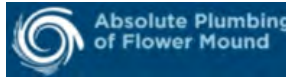
LEGAL REVIEW: N/A

ATTACHMENTS:

1. Absolute Plumbing quote

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

Absolute Plumbing of Flower Mound
 2803 Justin Rd
 Flower Mound, TX 75028



PROPOSAL

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

Customer Contact:
 H: (972) 874-6060
 M: (972) 743-7556
 E: cynthia.arzabala@flower-mound.com

Job # 12865
Job Name Water Heater Failing
Proposal # P-12865-2
Technician
Issue Date Mar 31 2020

Location Address:
 1200 Gerault Road
 CAC
 Flower Mound, TX 75028

DESCRIPTION	QTY	YOUR PRICE
AO Smith Cyclone Water Heater	1	\$17,614.00
Commercial Labor	1	\$8,400.00
Materials	1	\$3,173.96
	Subtotal	\$29,187.96
	Taxes	\$0.00
	Total	\$29,187.96

Proposal Notes:

Remove existing boiler and storage tank. The tank is too large to be removed through the doorway so it will need to be dismantled in order to remove it in sections. We estimate it will take 3 technicians one day to demo and prep the mechanical room for the new water heater installation.

We estimate it will take 3 technicians one additional day to re configure the water, gas and flue piping once the new water heater is delivered and set on construction day number 2.

We will re-pipe the current configuration to install a new State ultra high efficiency water heater where the storage tank used to be. The boiler will not need to be re-installed at this point. The water heater is capable of producing 800 gallons per hour with a 119 gallon storage capacity and will fit through the current doorway. This will bring the water heating system to a more efficient level and one that is capable of being changed out in the future without major reconstruction.

The flue pipe will be re-run in PVC through the existing flue pipe up to and through the roof.

All work shall be permitted and inspected by the city building department.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contractor Warranties:



TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of services for the existing sanitary sewer main related to the Timber Creek Trunk Line (Morris Road to Rawlings Street) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #555-18, administered through Buyboard, in the amount of \$49,355.00.

BACKGROUND INFORMATION: The Timber Creek Trunk Line (Morris Road to Rawlings Street) project consists of the rehabilitation of an existing 15-inch sanitary sewer main, roughly 6,500-feet, that extends through Timbercreek Community #3, Timbercreek Community #4, Royal Oaks, & Morris Road Park subdivisions east of Morris Road between Kirkpatrick Lane and just north of Eaton Street.

Sections of the existing sanitary sewer main do not have record drawings available for reference of location, depths and service connections so this initial phase of the project will clear and clean the areas known to Public Works as recurring problems. After the sanitary sewer main is cleaned, the closed circuit TV viewing will be performed to video and document current conditions and any service line connections. All crews performing the cleaning and inspection will be NASSCO PACP (National Association of Sewer Service Companies Pipeline Assessment Certification Program) certified.

The services Insituform Technologies, LLC is providing will help improve the understanding of the existing condition of the sanitary sewer main and allow for a more accurate proposal to be created for the upcoming Cured-In-Place Pipe rehabilitation project in the 2020-2021 fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Buyboard Proposal for cleaning & closed circuit TV viewing of the existing sanitary sewer main would remove the ability of Town staff to verify current condition and service line connections. Establishing an accurate proposal for the Cured-In-Place Pipe rehabilitation will eliminate many of the unknowns that would be potential change orders. This verification is necessary to ensure a quality project.

FISCAL IMPACT: \$49,355.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$49,355.00	630-970-98702

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 Buyboard Proposal as to form and legality.

ATTACHMENTS:

1. Insituform Buyboard Proposal

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



1103 Postwood Dr.
Corinth, TX 76210
www.insituform.com

Name: Tim Peterie
Phone: 214-317-0950

Fax: 940-498-0265
Email: tpeterie@insituform.com

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

February 10, 2020

ACES#: AAJA-YT6CAU

Mr. Blake Hummel, PE
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-1820

Buyboard Proposal

Project Name: **Town of Flower Mound, TX – Timber Creek (Morriss to Rawlings)
Clean & CCTV Sanitary Sewer**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to complete the referenced project (as detailed by the Town of Flower Mound) utilizing The Local Government Purchasing Cooperative Contract #555-18 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

This pricing is based on the best available information at the time of this proposal. It is understood that the work to be completed in this proposal will include cleaning the lines by removing all loose debris, completing TV assessments, and provide video where TV is completed to assist with sewer condition assessment.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.

Cleaning crews will be NASSCO PACP compliant (Pipeline Assessment and Certification Program) version 6.0 or greater.

The Town of Flower Mound will provide coordination with property owners for access to all manholes, permits, tax-exempt certificate, and disposal site for debris. Should any point repairs, partial collapses, protruding objects, or traffic control beyond residential cones be identified, then those services will be provided by alternate price as agreed upon prior to completing the work.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special:

- 1. No bonding is included in the pricing. Allow an additional 1.5% if necessary.**
- 2. Quantities below are estimated only. Actual quantities will be billed.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

March 6, 2020

Page 2

PROPOSAL PRICING**Town of Flower Mound Timber Creek (Morriss to Rawlings) Clean & TV Prices**

PAY ITEM NO.	DESCRIPTION	APPROX. QUANTITY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization	1	EA	\$4,150.00	\$4,150.00
2	Clean and TV 15" Sanitary Sewer	6,500	LF	\$6.40	\$41,280.00
3	Tuberculation Removal 15" (50 LF)	750	IN/DIA/LF	\$2.00	\$1,500.00
4	Internal Obstruction Removal	5	EA	\$275.00	\$1,375.00
5	Traffic Control	7	Day	\$150.00	\$1,050.00
TOTAL					\$49,355.00

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Residential street traffic control as needed.
3. Removal of normal loose debris and deposits. Obstructions that can be removed internally via other means will be billed separately at the price listed above.
4. Confined space safe entry practices.
5. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Project permits and/or local licenses.
- b) TXDOT traffic control plan.
- c) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- d) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- e) Performance and Payment Bond not included. This is available upon request, but if required please add 1.5% to the total project cost.
- f) If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.

PROPOSAL TERMS AND CONDITIONS

- a) **LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- b) **CONSEQUENTIAL DAMAGES** arising out of this contract shall be limited to 1.5 times the contract value or \$75,000.

March 6, 2020

Page 3

-
- c) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
 - d) Quantities are estimated. Unit prices apply for actual invoice and payment.
 - e) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
 - f) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
 - g) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER

REVIEWED BY:
ANDY OZMENT
AREA MANAGER

cc: Ben Hawkins (PM)

If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.



TOWN COUNCIL AGENDA ITEM NO. 19

CONSENT ITEM

DATE: April 20, 2020

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of a waiver for penalty and interest on property tax account: 730064DEN and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: A request for a waiver of penalty and interest on property tax account 730064DEN was received by the Denton County Tax Assessor/Collector office. The property owner did not receive a tax statement or did not pay taxes before the delinquency date because the property owner did not receive timely notice due to an incomplete mailing address.

The Town's delinquent tax attorney has reviewed and recommends a waiver of penalty and interest pursuant to Section 33.011 of the Property Tax Code.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$107.97

Proposed Expenditure/(Revenue):	Account Number(s):
\$107.97	100-4115

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from Tax Assessor/Collector with attachments
2. Response Memo-Waive Penalty & Interest

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

**DENTON COUNTY**

Office of

Michelle French, P.C.C.

Tax Assessor/Collector

1505 E. McKinney St.

Denton, TX 76209

TO: TOWN OF FLOWER MOUND

FROM: Michelle French, Denton County Tax Assessor/Collector *Mf*

DATE: MARCH 12, 2020

SUBJECT: Governing Body Waiver for Penalty and Interest on the following property tax account(s):

730064DEN GOVIND, SHARAS LLC

A request for waiver of penalty and interest on the above mentioned account(s) has been received by the Denton County Tax Assessor/Collector office.

The property owner did not receive a tax statement or did not pay taxes before delinquency date due to the following reasons:

Property owner did not receive timely notice due to incomplete mailing address.

Penalty - 83.98 Interest 23.99 Total Penalty and Interest Waiver request-107.97

The property owner has paid taxes, penalty and interest within the required 21 days from the date the property owner knew or should have known that taxes were due.

Pursuant to Section 33.011 of the Property Tax Code, a request for waiver of penalty and interest may be applicable.

Your delinquent tax attorney has reviewed and recommended a waiver of penalty and interest. However please consult your delinquent tax attorney if there are questions regarding the accounts listed and the request for waiver.

Sincerely,

A handwritten signature in cursive script that reads "Michelle French".

Michelle French

Denton County Tax Assessor/Collector

I have also included a copy of the taxpayers receipt.

Thank you,

Courtney Baugus

Department Manager of Financial Services
Office of Michelle French, Denton County TAC
O: (940) 349-3500
D: (940) 349-3528
tax.financial@dentoncounty.com

From: [REDACTED]

Sent: Friday, March 6, 2020 3:05 PM

To: Tax Financial <Tax.Financial@dentoncounty.com>

Subject: Request for lenience in penalty and interest - incorrect address

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never enter your password or other sensitive information on linked web pages contained in emails unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk.

Dear Michelle French,

I am writing regarding property account number: 730064DEN

For some reason, Denton county tax department did not have correct address (missing suite number) and as a result I did not receive any tax documents, including the reminders that were sent per the department representative. It was only on this Tuesday I found the letter lying outside the mail boxes of the building and just happened to come to my attention, only to find it belongs to me. This property was closed last year and this is our first tax payment and there is also currently no business occupied in this office space. As a result I have not had any opportunity of reminder or the tax value of the property. As soon as I found this letter on 3/3/2020, I immediately acted to contact department and also paid tax today.

I have a kind request to have lenient approach towards the penalty and provide me with relief on the penalty, given my situation. I am attaching the letter that I found lying on 3/3/2020 as a proof of incomplete address (missing suite). I hope you consider the situation and understand my grievance, and provide a reasonable relief.

I look forward to hearing back your decision.

Sincerely,
Santosh Joga.

Michelle French

From: Michelle French
Sent: Monday, March 9, 2020 2:33 PM
To: Matthew Tepper (Matthew.Tepper@mvalaw.com); Craig Morgan (Craig.Morgan@mvalaw.com); 'chuck@elseylaw.com'; Mark Burroughs
Subject: FW: Request for lenience in penalty and interest - incorrect address
Attachments: filename-1.pdf; 730064den - receipt.pdf; 730064den - deed transfer.pdf

Good Afternoon,

I am forwarding you a request for a waiver that I believe is valid.

The suite number was not provided by the CAD and the property owner is new to this property. The deed transfer does show the address with the suite number. So far, we have not received an update to the address. The October statement was returned as a bad address. The courtesy reminder went out and according to his report, was not delivered directly to him but was found outside the mailbox.

Please let me know your thoughts and if you would recommend this to go to the governing bodies.

Thank you,

Michelle French
Denton County Tax Assessor/Collector

<https://tax.dentoncounty.com>
Phone 940-349-3500
Metro 972-434-8835
Fax: 940-349-3501

*If your organization is not changing as fast on the inside as the world is changing on the outside; you will eventually cease to exist
~ Jack Welch, General Electric*

You are never too old to set another goal or to dream a new dream ~C.S. Lewis

Please note that any communication sent to the Denton County Tax Assessor-Collector may become public record and made available for public/media review. ATTENTION PUBLIC OFFICIALS: a Reply to All of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender. This e-mail message may contain confidential and/or privileged information. If you are not an addressee or otherwise authorized to receive this message, you should not use, copy, disclose or take any action based on this e-mail or any information contained in the message. If you have received this material in error, please advise the sender immediately by reply e-mail and delete this message.

From: Courtney Baugus <Courtney.Baugus@dentoncounty.com>
Sent: Monday, March 9, 2020 1:33 PM
To: Michelle French <Michelle.French@dentoncounty.com>
Subject: FW: Request for lenience in penalty and interest - incorrect address

Michelle,



Office of Michelle French
Denton County Tax Assessor/Collector
PO Box 90223
Denton, TX 76202

Page 225 of 320

\$ 5489.64
\$ 6528.70

PRESORTED
First Class Mail
Postage and Fees
PAID
Permit 302
Fredericksburg, VA
22406

GOVIND SHARVAS LLC
4491 LONG PRAIRIE RD
FLOWER MOUND, TX 75028-1795



tax.financial@
dentoncounty.com

IMPORTANT PROPERTY TAX INFORMATION ENCLOSED

55850

From: Chuck Elsey <chuck@elseylaw.com>

Page 226 of 320

Sent: Wednesday, March 11, 2020 1:20 PM

C07

To: Michelle French <Michelle.French@dentoncounty.com>

Subject: RE: Request for lenience in penalty and interest - incorrect address

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Michelle:

Have you heard from the other attorneys on this and, if so, what do they say? Sounds like a proper notice problem to me.

Chuck Elsey



ELSEY & ELSEY

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY

3212 Long Prairie Road, Suite 200

Flower Mound, Texas 75022

Telephone: 972-906-9695

Facsimile: 972-906-7998

"Best Law Firm in Denton County"

"Seven Years in a Row"

"2013 Flower Mound Citizen of the Year"

"2011 Business of the Year"

This e-mail is covered by the Electronics Communications Privacy Act, 18 U.S.C. Sections 2510-2521, and is legally privileged. The information contained in this e-mail is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. Unintended transmission does not constitute waiver of the attorney-client privilege. If you have received this communication in error, please immediately notify us by telephone and destroy the original message. Thank you.

Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

From: Michelle French <Michelle.French@dentoncounty.com>

Sent: Monday, March 9, 2020 2:33 PM

Michelle French

From: Chuck Elsey <chuck@elseylaw.com>
Sent: Thursday, March 12, 2020 10:17 AM
To: Michelle French
Subject: Re: Request for lenience in penalty and interest - incorrect address

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Sorry, as I said, in my email, I guess indirectly, there's a notice problem and I also think the waiver is mandatory.

Get [Outlook for iOS](#)

From: Michelle French <Michelle.French@dentoncounty.com>
Sent: Thursday, March 12, 2020 10:13:32 AM
To: Chuck Elsey <chuck@elseylaw.com>
Subject: RE: Request for lenience in penalty and interest - incorrect address

Chuck,

Can I get an official recommendation from you and then I can send off to the governing bodies.

Thanks!

Michelle French
Denton County Tax Assessor/Collector

<https://tax.dentoncounty.com>
Phone 940-349-3500
Metro 972-434-8835
Fax: 940-349-3501

*If your organization is not changing as fast on the inside as the world is changing on the outside; you will eventually cease to exist
~ Jack Welch, General Electric*

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Account	730064DEN	AD #	SL9691A-00000NE-0000-0700-0000	I	N	BA	
Legal	4491 LONG PRAIRIE ROAD PROFESSIONAL BUILDING CONDOMINIUM BLD ONE UNT 700 PLUS 10.0 % INT IN COM AREA	Owner	GOVIND SHARVAS LLC 4491 LONG PRAIRIE RD FLOWER MOUND, TX 75028 US	Stat			
Refresh				Sup			

Dep/Recpt	Year/Dep #	Type/Status	Check#/Amt	Payer	User	Comments
03/06/2020	2019	CH	1006	GOVIND SHARVAS LLC	rebecca	
03/06/2020	20200306-7083	P		2609 WINDING PATH WAY FLOWER MOUND TX 75028		
12/18/2018	2018	CH	2225	RPS	Dayneb	
12/18/2018	20181218-1548 RTL6439	P		00000-0000		

Payment Details	Audit Payment	Print Receipt	Print History	Edit Payment	Year, Unit Type
					☒ Unpaids ☒ Reversals

	Year	Unit	Type	Rec	Amount	Pen Paid	Int Paid	Atty Paid	Def Int	Total Paid
/	Total				5,495.10	384.65	109.89	0.00	0.00	5,989.64
	2019	C07	Payment	L	1,199.74	83.98	23.99	.00	.00	1,307.71
	2019	S09	Payment	L	3,676.17	257.33	73.52	.00	.00	4,007.02
	2019	061	Payment	L	619.19	43.34	12.38	.00	.00	674.91



DENTON COUNTY
Office of
Michelle French, P.C.C.
Tax Assessor/Collector
1505 E. McKinney St.
Denton, TX 76209

**REQUEST TO WAIVE PENALTY AND INTEREST
RESPONSE MEMO
OFFICIAL ACTION OF GOVERNING BODY**

Name of Governing Body: Town of Flower Mound

Date:

Account Number(s): 730064DEN

Property Owner Name: Govind, Sharvas LLC

On this date April 20, 2020, the Denton County Tax Assessor-Collector is hereby authorized to provide for the following action:

X Waiver of penalty and interest is **GRANTED** on the above account number(s)

 Waiver of penalty and interest is **DENIED** on the above account number(s)

Signature

Printed Name Steve Dixon, MAYOR



TOWN COUNCIL AGENDA ITEM NO. 20

CONSENT ITEM

DATE: April 20, 2020

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) new Ford F550 Crew Cab Chassis with Service Body per Town of Flower Mound Specifications as noted on Quote from Sam Pack's Five Star Ford.

BACKGROUND INFORMATION: The Drainage/Right of Way Division of Public Works Department is requesting the purchase of (1) New Ford F550 Crew Cab Chassis with Service Body per Town of Flower Mound Specifications as noted on Quote in the amount of \$60,947.22 from Sam Pack's Five Star Ford through BuyBoard Cooperative Contract No 601-19. This vehicle is part of the approved Fiscal Year 2019-2020 Vehicle Equipment Replacement Fund (VERF) budget and replaces unit #9410-28.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: This unit is physically in very poor shape. Delaying replacement will result in continued increased maintenance costs due to the current condition. Disposal recovery would be less than 50% of what we have to date in maintenance costs. Due to limited production during the COVID 19 crisis it has a five-month delivery date considering OEM build and service body upfit.

FISCAL IMPACT: \$60,947.22

Proposed Expenditure/(Revenue):	Account Number(s):
\$60,947.22	565-450-84500-6130

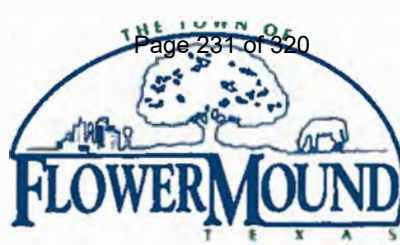
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicle
2. Sam Pack's Five Star Ford Quote

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



Bid Award Recommendation

Co-op Contract: BUYBOARD 601-19

Date: 03-10-2020

Description: New F-550 Crew Cab with Service Body

Qty required: one

Replaces:

Unit #9410-28 F-450 CrewCab w/Service Body

Bidder: Sam Pack's 5-Star Ford, Carrollton, Tx

Item #1: bid: New 2020 F-550 CrewCab w/Service Body

*Per Vendor Quote specifications

Total w/options: \$60,947.22

It is Fleet Services recommendation to award the bid to Sam Pack's 5-Star Ford as the lowest responsible bidder in the amount of \$ 60,947.22.

H. Deats Stewart

Fleet Services Manager

03-10-2020

Date,



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: April 20, 2020

FROM: Bryn Meredith

ITEM: Consider approval of a resolution to further extend the Town disaster declaration beyond April 20, 2020, and discussion regarding disaster mitigation measures associated therewith.

BACKGROUND INFORMATION: The Texas Disaster Act of 1975 is codified in Chapter 418 of the Texas Government Code ("Code"). On March 15, 2020, Mayor Steve Dixon executed a Declaration of Local Disaster, for the Town of Flower Mound pursuant to section 418.108(a) of the Code. The Mayor's declaration may not be continued beyond seven days without the consent of the Town Council (pursuant to section 418.108(b) of the Code). Resolution No. 02-20 was approved at the March 19, 2020, Town Council meeting and extended the declaration through April 20, 2020. This new resolution consents to the continuation of the Disaster Declaration until it is repealed, as established by Council.

A Disaster Declaration empowers the Mayor with the following authority:

- The mayor of a municipality may order the evacuation of all or part of the population from a stricken or threatened area under the jurisdiction and authority of the mayor if the mayor considers the action necessary for the preservation of life or other disaster mitigation, response, or recovery.
- The mayor of a municipality may control ingress to and egress from a disaster area under the jurisdiction and authority of the mayor and control the movement of persons and the occupancy of premises in that area.

However, note that *"to the extent of a conflict between decisions of the county judge and the mayor, the decision of the county judge prevails."*

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., drafted the resolution for form and legality.

ATTACHMENTS:

1. Draft resolution

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

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CONSENTING TO THE EXTENSION OF THE DECLARATION OF LOCAL DISASTER EXECUTED BY MAYOR STEVE DIXON ON MARCH 15, 2020, UNTIL TERMINATED BY EXECUTIVE ORDER OF THE MAYOR OR BY ACTION OF THE TOWN COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott issued a proclamation declaring a state of disaster for all counties within the State of Texas in response to the spread of COVID-19; and

WHEREAS, on March 15, 2020, Mayor Steve Dixon executed a Declaration of Local Disaster, for the Town of Flower Mound pursuant to section 418.108(a) of the Texas Government Code; and

WHEREAS, in order to extend the Declaration of Local Disaster for a period longer than seven days, the Town Council must consent to such an extension pursuant 418.108(b) of the Texas Government Code; and

WHEREAS, on March 19, 2020, by majority vote, the Town Council consented to an extension of the Declaration of Local Disaster until April 20, 2020; and

WHEREAS, the current situation with COVID-19 leads the Town Council to believe that the mitigation efforts and emergency response to COVID-19 must continue beyond April 20, 2020; and

WHEREAS, by majority vote, the Town Council by this resolution, has consented to such an extension of the Declaration of Local Disaster until terminated by executive order of the Mayor or by action of the Town Council of the Town of Flower Mound, Texas.

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

SECTION 1.

That, in accordance with Section 418.108(b) of the Texas Government Code, the Town Council hereby consents to allow the Declaration of Local Disaster to be extended until terminated by executive order of the Mayor or by action of the Town Council of the Town of Flower Mound, Texas.

SECTION 2.

That this resolution shall be effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 20th DAY OF APRIL, 2020.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: April 20, 2020

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2020, in the principal amount not to exceed \$9,100,000, for the purpose of paying for waterworks and sewer system improvements.

BACKGROUND INFORMATION: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2020, (Certificates) in the principal amount not to exceed \$9,100,000, to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 45 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 19-20 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 7, 2019, the Town Council approved a reimbursement resolution for an amount not to exceed \$10,215,000 to fund improvements to water and wastewater system projects and the costs of issuance of the debt. CIP Amendments during the fiscal year have modified funding sources and/or moved project start dates to future years, thus reducing the proposed debt issuance from \$10,215,000 to \$8,900,000.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on June 15, 2020, with the sale being conducted on the proposed date of June 16, 2020. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and Deputy Town Manager/CFO the authority to approve all necessary documents and finalize the sale.

A refunding opportunity has been identified for the Certificates of Obligation Series 2009 (\$1,740,000) and 2010 (\$3,315,000). The volatility in the municipal bond market and interest rate levels are being monitored. If conditions are feasible, the refunding will be presented for Town Council's approval on June 15, 2020, with the sale being conducted on the proposed date of June 16, 2020.

FISCAL IMPACT: \$9,100,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 9,100,000	The utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed Projects
2. Preliminary Schedule of Events – Series 2020
3. Proposed Resolution

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

Certificates of Obligations, Series 2020

Attachment 1

Utility Capital Projects**Water Projects:**

Garden Ridge Blvd. Water Line Ph. II Water Line (South of Kirkpatrick)	\$	300,000	
High Road Water Line Replacement Phase II		1,500,000	
Hillside Water Line Connection		200,000	
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)		2,300,000	
Morriss Road Water Lines Phase II (Milford to Eaton)		350,000	
Stonehill 10MG Ground Storage Tank Rehabilitation		600,000	
Timber Creek Water Line Replacement Phase I		1,000,000	
Utility Asset Management & Utility Replacement		300,000	\$ 6,550,000

Wastewater Projects:

Inflow-Infiltration/Evaluation and Repair	\$	250,000	
Lift Station Improvements and Decommissioning Phase II		1,800,000	
Timber Creek Trunk Line (Morriss Road to Rawlings Street)		300,000	\$ 2,350,000

Total Utility**\$ 8,900,000****Estimated financing costs**

\$ 200,000

Grand Total of Debt Issuance**\$ 9,100,000**

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2020
General Obligation Refunding Bonds, Series 2020

Proposed Schedule of Events

April 2020							May 2020							June 2020							July 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6				1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

Proposed Date

Action

April 20, 2020	Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)
April 28, 2020	Post Notice of Intent to Issue CO's on Town's website (at least 45 days prior to sale)
April 29, 2020	Initial publication of Notice of Intent to Issue CO's (at least 46 days prior to sale).
May 5, 2020	Hilltop sends "Request for Information" for completion of Preliminary Official Statement ("POS").
May 6, 2020	Second publication of Notice of Intent to Issue CO's.
May 19, 2020	Town returns information necessary for preparation of POS to Hilltop.
May 21, 2020	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to Standard & Poors (S&P) and Fitch Ratings (Fitch).
May 28, 2020	Comments on initial draft of POS due to Hilltop.
June 1, 2020	Hilltop sends second draft of POS to parties for review and comment.
June 2, 2020	Conference calls with rating agencies and Underwriter's Counsel (tentative).
June 4, 2020	Comments on second draft of POS due to Hilltop.
June 9, 2020	Hilltop submits POS for electronic distribution via internet.
June 11, 2020	Receive ratings.
June 15, 2020	Town Council considers parameters Ordinance for Certificates and Bonds (6:00 pm Regular Meeting)
June 16, 2020	Certificate and Bond Pricing. Pricing Certificate and BPA signed.
June 17, 2020	Draft of Final Official Statement distributed for review.
June 19, 2020	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
June 22, 2020	Final Official Statement posted to internet and sent to printer.
June 24, 2020	Written Final Official Statement received by all parties.
July 6, 2020	Hilltop to notify all parties of closing and delivery instructions.
July 9, 2020	Closing and Delivery.

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. _____****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed NINE MILLION ONE HUNDRED THOUSAND DOLLARS (\$9,100,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3

This resolution shall take effect on the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 20th DAY OF APRIL, 2020.

APPROVED:

Steve Dixon, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on June 15, 2020, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed NINE MILLION ONE HUNDRED THOUSAND DOLLARS (\$9,100,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$157,700,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$205,459,250; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$11,850,000; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2040. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,
TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 23

REGULAR ITEM

DATE: April 20, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0002 – Temporary Government Buildings) by amending Chapter 78 entitled “Administration,” and Chapter 98 entitled “Zoning,” of the Town's Code of Ordinances to create a temporary government office/classroom definition and standards, and to clarify issuance and operational standards for other temporary uses within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting.)**

SUMMARY DATA:

- Town Council directed staff at the February 3, 2020, council meeting to bring forward a future agenda item addressing Flower Mound High School's ability to utilize portable buildings during their renovations, with the understanding that some type of sunset provision would be needed
- Staff has included other proposed updates related to the regulation of temporary buildings within this amendment as well.

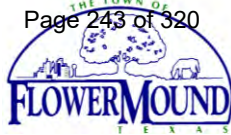
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and draft ordinance for this item.

ATTACHMENTS:

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

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 5

REGULAR ITEM

DATE: April 13, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0002 – Temporary Government Buildings) by amending Chapter 78 entitled “Administration,” and Chapter 98 entitled “Zoning,” of the Town’s Code of Ordinances to create a temporary government office/classroom definition and standards, and to clarify issuance and operational standards for other temporary uses within the Town of Flower Mound.**

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town’s Land Development Regulations to create a temporary government office/classroom definition and to identify parameters for when and how this use could be implemented appropriately, as well as to clarify general issuance and operational standards for temporary uses over all.

This item will require final action by the Town Council, which is scheduled for April 20, 2020.

II. APPLICATION ANALYSIS

Town staff became aware of Lewisville Independent School District’s (LISD) plan to renovate Flower Mound High School in a phased approach utilizing temporary buildings during a Development Review Committee (DRC) meeting on January 7, 2020. At that time, the applicant was informed that Town Ordinance No. 46-06, approved August 7, 2006, removed the ability for the Town to consider temporary portable buildings, and that staff could not take forward or administratively approve this type of request without first getting direction from Town Council to allow it. On January 27, 2020, the Planning and Zoning Commission requested that staff look into portable building regulations and how they will affect the Flower Mound High School renovations, and on February 3, 2020, Town Council requested a future agenda item to discuss the possibility of allowing temporary portable buildings, with the understanding that some type of sunset provision would be needed.

Based on this direction, staff gathered information from our benchmark cities on whether they allowed schools to utilize temporary buildings during construction processes, and if so, what the parameters and limitations were that they used. This information has been summarized in Attachment 1.

On March 9, 2020, staff presented suggested language to the Planning and Zoning Commission to create a definition and associated standards for a temporary government office/classroom during a work session ([web link](#)). As part of this presentation, staff also identified proposed updates to the administrative section governing temporary use permits and suggested updating the standards in the ordinance that are applied to temporary sales trailers to include temporary field offices as well.

The Planning and Zoning Commission requested that staff make the following changes to the proposed standards:

- Address color choice and cohesive development requirements in the standards for temporary government office/classroom.
- Add the restriction that temporary field offices cannot be used for living or sleeping purposes.
- Consider options for LISD to occupy classroom space before all temporary buildings have been removed.

The first two items have been incorporated into the Draft Redline Ordinance (Attachment 2). In discussions with Building Inspections, staff believes there are multiple options to address the third bullet, including the completion of inspections on a school holiday or the utilization of a partial certificate of occupancy. These will be further discussed with P&Z during the public hearing.

III. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle). At the time this report was written, the Town had not received any correspondence regarding this item.

IV. ATTACHMENTS

1. Benchmark City Comparison
2. Draft Redline Ordinance

City	Allowed	Removal Deadline	Permit/Site Plan Required	Link to Ordinance
Allen	Yes	24 months if built with alternate exterior building materials. Then permit can be renewed by Town Council on annual basis for additional 12 months if efforts have or are being taken in completion of the development which necessitated the temporary accessory buildings. Must be removed prior to end of the period in which such building is allowed.	Yes, with site plan (see ordinance for additional regulations.)	https://library.municode.com/tx/allen/code/s/land_development_code?nodeId=LADECO_ARTVISPPZOPR_S6.04.2TEBU
Carrollton	No. Portables and modular buildings are considered permanent.	Considered permanent	Require Site Plan approved by P&Z (should show location of school expansion and accessory buildings)	https://www.cityofcarrollton.com/departments/departments-g-p/planning-zoning/zoning-information/zoning-ordinance
Colleyville				
Coppell	Generally no (except temp. construction trailers). Have allowed portable classrooms in instances where major work was going on in an existing school.	Must be removed before the building permit is approved and closed. Require site to be returned to original state after removal.		case by case - no ordinance provided
Denton	Yes	No deadline (must maintain same use and building safety)	Must submit a commercial alteration permit and provide site plan showing walkways and utilities	No specific ordinance. Policy treats them as an accessory structure for the primary use
Frisco				
Grapevine	Yes	No deadline	Building permit required. Private schools with Conditional Use Permit will have to amend CUP prior to building permit.	Not Provided
Highland Village				

Keller				
Lewisville				
McKinney				https://library.municode.com/tx/mckinney/codes/code_of_ordinances?nodeId=SPBDERE_CH146ZORE_ARTIISPPR_S146-42TEUS
North Richland Hills	Yes		Yes	Sec. 118-715. - Temporary uses and buildings. (a)Temporary buildings. Nothing herein shall prohibit the placement of temporary portable buildings providing office space, sanitary facilities or storage of supplies or materials, or the erection of security fences on the site and during the period of any construction project upon application for and receipt from the building official or a permit. However, no manufacturing operation shall be conducted within a temporary or portable building when the product of such operation is to be transported off the site for use in construction at another location.
Richardson				
Southlake	Yes	SUP expiration: if building permit is not issued and construction not begun within 6 months or if use ceases for period of 6 months (see ordinance for additional info)	Requires SUP (no exemptions for schools). Concept Plan required with SUP	See Section 45.1(50) in the chart and Section 45.20 for specific regulations: https://library.municode.com/tx/southlake/codes/development_ordinances?nodeId=Section%201%20-%20Purpose%20and%20Title

Town of Flower Mound Chapter 98 – Zoning

Amend **Sec. 78-87. - Temporary use permits.**

Temporary use permits may be issued by the building official, subject to the following provisions:

(1) *Application.* Application for a temporary use permit shall be made on forms provided by the building official.

(2) *Zoning.* The use for which the permit is requested shall be authorized as a temporary use in the district in which the use is to be located.

(3) *Conditions.* The applicant shall meet all conditions for such temporary use permit set forth in subpart B of this Code. In addition, the building official may prescribe reasonable conditions upon a temporary use permit to protect the public health, safety, and general welfare of the community; ~~provided, however, that the town council may waive any such conditions if it determines that such waiver is warranted by special conditions.~~

(4) *Time limit.* A time limit for the discontinuance of the temporary use shall be specified on the temporary use permit.

(5) *Revocation.* The building official shall have the right, upon finding that a permitted temporary use is causing a hazard or nuisance, to revoke such temporary use or to deny any extension. The building official may also revoke a temporary use permit for misrepresentation of facts or failure to comply with applicable regulations. After revocation, such temporary use shall immediately cease and all temporary structures shall be removed within ten days of notification of such finding.

(6) *Appeal.* An applicant may appeal to the Town Council any conditions not mandated by health and safety codes or the revocation of a temporary use permit.

Amend **Sec. 98-2 – Definitions**

Government office/classroom, temporary, means a building used to house displaced government employees and/or students attending elementary or secondary schools, so that the primary function of the associated governmental entity can continue uninterrupted while new construction or renovations occur on-site.

Amend **Sec. 98-993. - Sales trailer, temporary or Field office, temporary.**

~~(a) Temporary permit allowing sales from a mobile office trailer shall be valid until the issuance of a certificate of occupancy for a model home or for 120 days, whichever comes first. There shall be no extensions of such permit allowed. A trailer shall not be used for living or sleeping purposes.~~

~~(b) The trailer must have ground anchors for every ten feet of the length of the trailer.~~

~~(c) The trailer must have skirting around the trailer to conceal the undercarriage.~~

~~(d) The trailer must be located in a platted subdivision on a lot which is owned by the applicant/builder and be located behind the front yard building lot line.~~

~~(e) Locating and landscaping plans must be approved by the building official or designee.~~

~~(f) As a minimum, the front of the trailer must be landscaped with foundation planting to conceal the skirting, and the front yard must be grassed.~~

~~(g) A temporary three-foot wide sidewalk is required from the trailer to the curb.~~

~~(h) A building permit must be issued for the model home at the time of the temporary permit for the trailer.~~

~~(i) Building permit fees as listed in appendix A of this Code, plus any necessary utility connection fees shall be paid.~~

~~(j) Off street parking of an all-weather surface shall be provided at a minimum rate of two spaces per proposed model on the same side of the street as the models.~~

~~(k) No permit shall be issued for a temporary sales trailer within a platted subdivision if any building permit has previously been issued within such subdivision exclusive of model home permits.~~

(a) Generally

1. Any temporary building must have ground anchors for every ten feet of the length of the building.
2. Any temporary building must have skirting around the perimeter to conceal any space between the bottom of the building and grade.
3. Any temporary building must be located in a subdivision, on a platted lot, behind the required front yard, must meet the side and rear yard setbacks of the lot, and not be located within any easements.
4. Location and landscaping plans for a proposed temporary building must be approved by the building official or designee.
5. A temporary three-foot wide sidewalk is required from any temporary building to the curb.
6. Temporary buildings must meet all applicable requirements of Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA).
7. Building permit fees, as listed in Appendix A of this Code, plus any necessary utility connection fees, shall be paid.
8. A temporary building shall not be used for living or sleeping purposes.
9. Temporary buildings must be kept clean and free of trash and debris at all times.

(b) Sales trailer

1. A temporary permit allowing residential sales from a mobile office trailer shall be valid until the issuance of a certificate of occupancy for a model home, or for 120 days, whichever comes first. No extensions will be issued.
2. A building permit must be issued for the model home at the time of the temporary permit for the trailer.
3. The contractor must own buildable lot(s) and have active permit(s) in the subdivision.
4. At a minimum, the front of the temporary trailer must be landscaped with foundation plantings to conceal any skirting, and the front yard must be grassed.
5. Off-street parking of an all-weather surface shall be provided at a minimum rate of two spaces per proposed trailer, on the same side of the street as the models.
6. No permit shall be issued for a temporary residential sales trailer within a platted subdivision if any building permit has previously been issued within such subdivision, exclusive of model home permits.
7. No outside storage or other buildings are allowed.

(c) Field Office

1. A temporary field office permit will expire after one year, but may be extended with approval from the Building Official.
2. The contractor is required to move the field office within 30 days upon a request from the Building Official due to complaints.
3. Any proposed outside storage or fencing must be identified and approved at the time of permitting.
4. A non-residential temporary field office must be removed prior to the approval of a certificate of occupancy.

Add **Sec. 98-1005. – Government office/classroom, temporary**

- a) A temporary government office/classroom shall comply with all applicable requirements of the district in which it is located, including the requirements of the urban design plan that buildings be primarily earth tone or natural colors that complement the existing development. Such facility shall not be required, however, to meet the other standards of the urban design plan, or landscaping and underground utility requirements of the applicable zoning district.
- b) Any temporary building must be located in a subdivision, on a platted lot, behind the required front yard, must meet the side and rear yard setbacks of the lot, and not be located within any easements.
- c) Any temporary building must have a foundation or have ground anchors for every ten feet of the length of the building.
- d) If there is no permanent foundation, the temporary building must have skirting around the perimeter to conceal any space between the bottom of the building and grade.
- e) Location and landscaping plans must be approved by the building official or designee.
- f) At a minimum, any side(s) of a temporary building that are visible from the right-of-way must be landscaped and irrigated with foundation plantings and grass, unless the area is already developed with impervious surface.
- g) A temporary three-foot wide sidewalk that meets Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA) is required from any temporary building to the curb, unless there is already an accessible path in place from the sidewalk to the building on an approved all-weather surface.
- h) A temporary government office/classroom may be located on parking spaces, provided that such spaces are not necessary to meet the minimum parking requirements of the other uses on the lot or parcel, or the temporary building itself.
- i) Appropriate accessible parking that meets TAS and ADA standards shall be provided for any temporary buildings.
- j) A temporary government office/classroom shall not be located within, nor encroach upon, a fire lane, maneuvering aisle, vehicle stacking space or required landscaping areas of the lot or parcel upon which the facility is placed. The location of such facility shall comply with all visibility obstruction regulations of the town.
- k) An approved fire alarm that is connected to the main building fire alarm panel is required.
- l) Access to sanitary facilities must be provided in compliance with the Town's currently adopted building code.
- m) In order for a permit for a temporary government office/classroom to be issued, there must be an active Commercial permit, either for new construction or remodel, issued to the site.
- n) The initial permit for a temporary government office/classroom shall be valid for one year, but may be extended with approval from the building official, as long as the permit for the associated construction or remodel work is still active.
- o) Temporary government office/classroom buildings must be removed prior to the issuance of the associated certificate of occupancy for the newly constructed or renovated space that the employees and/or students will be occupying, and the site where the temporary building(s) were located must be restored to its original state and/or configuration.
- p) Building permit fees as listed in appendix A of this Code, plus any necessary utility connection fees, shall be paid at the time of application.
- q) Temporary building sites must be kept clean and free of trash and debris at all times.

Ordinance No. _____

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 78, "ADMINISTRATION" OF THE TOWN'S CODE OF ORDINANCES, SECTION 78-87, "TEMPORARY USE PERMITS" TO UPDATE THE PROVISIONS GOVERNING THE ISSUANCE OF TEMPORARY USE PERMITS; AMENDING CHAPTER 98, "ZONING" OF THE TOWN'S CODE OF ORDINANCES, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, SECTION 98-2, "DEFINITIONS" TO CREATE A DEFINITION FOR GOVERNMENT OFFICE/CLASSROOM, TEMPORARY; AMENDING SECTION 98-993, "SALES TRAILER, TEMPORARY", TO INCORPORATE STANDARDS FOR THE FIELD OFFICE, TEMPORARY USE; CREATING SECTION 98-1005, "GOVERNMENT OFFICE/CLASSROOM, TEMPORARY", ESTABLISHING STANDARDS FOR THIS USE; AMENDING ARTICLE III, "DISTRICT REGULATIONS" TO ADD "GOVERNMENT OFFICE/CLASSROOM, TEMPORARY" AS A TEMPORARY USE ALLOWED WITHIN ALL ZONING DISTRICTS; AMENDING SECTION 98-952 "USE CLASSIFICATION" ADDING "GOVERNMENT OFFICE/CLASSROOM, TEMPORARY" TO THE SCHEDULE OF USE REGULATIONS CHART AS A USE ALLOWED IN ALL ZONING DISTRICTS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule 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 previously adopted Chapter 78, Administration, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing provisions for the issuance of temporary use permits in the Town; and,

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 98, Zoning, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing regulations for zoning and uses of land and development of real property within the Town; and,

WHEREAS, the Town Council finds and determines that government entities, such as schools, should have the ability to provide services to the public through temporary buildings during times of construction and the regulations related to temporary uses should be updated to reflect this; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 13, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 20, 2020, with respect to the amendments described herein; and,

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

WHEREAS, the Town Council finds that the amendments to Chapters 78 and 98 as outlined

Ordinance No. _____

herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

Subsections (3), (4), (5), (6) of Section 78-87, "Temporary use permits," of Chapter 78, "Administration," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to read as follows:

"Sec. 78-87. – Temporary use permits.

(3) *Conditions.* The applicant shall meet all conditions for such temporary use permit set forth in subpart B of this Code. In addition, the building official may prescribe reasonable conditions upon a temporary use permit to protect the public health, safety, and general welfare of the community.

(4) *Time limit.* A time limit for the discontinuance of the temporary use shall be specified on the temporary use permit.

(5) *Revocation.* The building official shall have the right, upon finding that a permitted temporary use is causing a hazard or nuisance, to revoke such temporary use or to deny any extension. The building official may also revoke a temporary use permit for misrepresentation of facts or failure to comply with applicable regulations. After revocation, such temporary use shall immediately cease and all temporary structures shall be removed within ten days of notification of such finding.

(6) *Appeal.* An applicant may appeal to the Town Council any conditions not mandated by health and safety codes or the revocation of a temporary use permit."

SECTION 2

Section 98-2, "Definitions," of Chapter 98, "Zoning," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add a definition of "Government office/classroom, temporary" to be added and inserted alphabetically to read as follows:

"Sec. 98-2. – Definitions

Government office/classroom, temporary, means a building used to house displaced government employees and/or students attending elementary or secondary schools, so that the primary function of the associated governmental entity can continue uninterrupted while new construction or renovations occur on-site.

***"

Ordinance No. _____

SECTION 3

Section 98-993, "Sales trailer, temporary," of Chapter 98, "Zoning," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 98-993. – Sales trailer, temporary or Field office, temporary.

(a) Generally

1. Any temporary building must have ground anchors for every ten feet of the length of the building.
2. Any temporary building must have skirting around the perimeter to conceal any space between the bottom of the building and grade.
3. Any temporary building must be located in a subdivision, on a platted lot, behind the required front yard, must meet the side and rear yard setbacks of the lot, and not be located within any easements.
4. Location and landscaping plans for a proposed temporary building must be approved by the building official or designee.
5. A temporary three-foot wide sidewalk is required from any temporary building to the curb.
6. Temporary buildings must meet all applicable requirements of Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA).
7. Building permit fees, as listed in Appendix A of this Code, plus any necessary utility connection fees, shall be paid.
8. A temporary building shall not be used for living or sleeping purposes.
9. Temporary buildings must be kept clean and free of trash and debris at all times.

(b) Sales trailer

1. A temporary permit allowing residential sales from a mobile office trailer shall be valid until the issuance of a certificate of occupancy for a model home, or for 120 days, whichever comes first. No extensions will be issued.
2. A building permit must be issued for the model home at the time of the temporary permit for the trailer.
3. The contractor must own buildable lot(s) and have active permit(s) in the subdivision.
4. At a minimum, the front of the temporary trailer must be landscaped with foundation plantings to conceal any skirting, and the front yard must be grassed.
5. Off-street parking of an all-weather surface shall be provided at a minimum rate of two spaces per proposed trailer, on the same side of the street as the models.
6. No permit shall be issued for a temporary residential sales trailer within a platted subdivision if any building permit has previously been issued within such subdivision, exclusive of model home permits.
7. No outside storage or other buildings are allowed.

(c) Field Office

1. A temporary field office permit will expire after one year, but may be extended with approval from the Building Official.
2. The contractor is required to move the field office within 30 days upon a request from the Building Official due to complaints.
3. Any proposed outside storage or fencing must be identified and approved at the time of permitting.

Ordinance No. _____

4. A non-residential temporary field office must be removed prior to the approval of a certificate of occupancy."

SECTION 4

Section 98-1005, "Government office/classroom, temporary," of Chapter 98, "Zoning," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby added to read as follows:

"Sec. 98-1005. – Government office/classroom, temporary

- a) A temporary government office/classroom shall comply with all applicable requirements of the district in which it is located, including the requirements of the urban design plan that buildings be primarily earth tone or natural colors that complement the existing development. Such facility shall not be required, however, to meet the other standards of the urban design plan, or landscaping and underground utility requirements of the applicable zoning district.
- b) Any temporary building must be located in a subdivision, on a platted lot, behind the required front yard, must meet the side and rear yard setbacks of the lot, and not be located within any easements.
- c) Any temporary building must have a foundation or have ground anchors for every ten feet of the length of the building.
- d) If there is no permanent foundation, the temporary building must have skirting around the perimeter to conceal any space between the bottom of the building and grade.
- e) Location and landscaping plans must be approved by the building official or designee.
- f) At a minimum, any side(s) of a temporary building that are visible from the right-of-way must be landscaped and irrigated with foundation plantings and grass, unless the area is already developed with impervious surface.
- g) A temporary three-foot wide sidewalk that meets Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA) is required from any temporary building to the curb, unless there is already an accessible path in place from the sidewalk to the building on an approved all-weather surface.
- h) A temporary government office/classroom may be located on parking spaces, provided that such spaces are not necessary to meet the minimum parking requirements of the other uses on the lot or parcel, or the temporary building itself.
- i) Appropriate accessible parking that meets TAS and ADA standards shall be provided for any temporary buildings.
- j) A temporary government office/classroom shall not be located within, nor encroach upon, a fire lane, maneuvering aisle, vehicle stacking space or required landscaping areas of the lot or parcel upon which the facility is placed. The location of such facility shall comply with all visibility obstruction regulations of the town.
- k) An approved fire alarm that is connected to the main building fire alarm panel is required.
- l) Access to sanitary facilities must be provided in compliance with the Town's currently adopted building code.

Ordinance No. _____

- m) In order for a permit for a temporary government office/classroom to be issued, there must be an active Commercial permit, either for new construction or remodel, issued to the site.
- n) The initial permit for a temporary government office/classroom shall be valid for one year, but may be extended with approval from the building official, as long as the permit for the associated construction or remodel work is still active.
- o) Temporary government office/classroom buildings must be removed prior to the issuance of the associated certificate of occupancy for the newly constructed or renovated space that the employees and/or students will be occupying, and the site where the temporary building(s) were located must be restored to its original state and/or configuration.
- p) Building permit fees as listed in appendix A of this Code, plus any necessary utility connection fees, shall be paid at the time of application.
- q) Temporary building sites must be kept clean and free of trash and debris at all times."

SECTION 5

Sections 98-275, "Temporary uses," 98-304, "Temporary uses," 98-334, "Temporary uses," 98-364, "Temporary uses," 98-394, "Temporary uses," 98-424, "Temporary uses," 98-434, "Temporary uses," 98-454, "Temporary uses," 98-484 "Temporary uses," 98-514, "Temporary uses," 98-544, "Temporary uses," 98-574, "Temporary uses," 98-604, "Temporary uses," 98-634, "Temporary uses," 98-664, "Temporary uses," 98-694, "Temporary uses," 98-724, "Temporary uses," 98-754, "Temporary uses," 98-784, "Temporary uses," 98-844, "Temporary uses," 98-874, "Temporary uses," of Article III, "District Regulations" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to add "Government office/classroom, temporary" to be inserted alphabetically to read as follows:

"Sec. 98-275 – Temporary Uses

Government office/classroom, temporary

Sec. 98-304 – Temporary Uses

Government office/classroom, temporary

Sec. 98-334 – Temporary Uses

Government office/classroom, temporary

Sec. 98-364 – Temporary Uses

Ordinance No. _____

Government office/classroom, temporary

Sec. 98-394 – Temporary Uses

Government office/classroom, temporary

Sec. 98-424 – Temporary Uses

Government office/classroom, temporary

Sec. 98-434 – Temporary Uses

Government office/classroom, temporary

Sec. 98-454 – Temporary Uses

Government office/classroom, temporary

Sec. 98-484 – Temporary Uses

Government office/classroom, temporary

Sec. 98-514 – Temporary Uses

Government office/classroom, temporary

Sec. 98-544 – Temporary Uses

Government office/classroom, temporary

Ordinance No. _____

Sec. 98-574 – Temporary Uses

Government office/classroom, temporary

Sec. 98-604 – Temporary Uses

Government office/classroom, temporary

Sec. 98-634 – Temporary Uses

Government office/classroom, temporary

Sec. 98-664 – Temporary Uses

Government office/classroom, temporary

Sec. 98-694 – Temporary Uses

Government office/classroom, temporary

Sec. 98-724 – Temporary Uses

Government office/classroom, temporary

Sec. 98-754 – Temporary Uses

Government office/classroom, temporary

Ordinance No. _____

Sec. 98-784 – Temporary Uses

Government office/classroom, temporary

Sec. 98-844 – Temporary Uses

Government office/classroom, temporary

Sec. 98-874 – Temporary Uses

Government office/classroom, temporary

***"

SECTION 6

Subsection (c), "Schedule of Use Regulations," of Section 98-952, "Use Classification," of Subdivision II, "Regulations," of Division 2, "Uses," of Article IV, "Supplementary District Regulations," of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add "Government office/classroom, temporary" in the Schedule of Use Regulations chart to read as follows:

"Sec. 98-952 – Schedule of Use Regulations Chart

Temporary Uses	A	S F E	SF -5	SF 30	SF 15	SF 10	S F A	2 F	M F	M H	O	R 1	R 2	C 1	C 2	C C	C I	I 1	I 2	W R	R E C	P D	C B D
Government office/classroom, temporary	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	*

***"

SECTION 7

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

Ordinance No. _____

SECTION 8

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

SECTION 9

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 10

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 11

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

SECTION 12

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF APRIL 2020.

Ordinance No. _____

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 24

REGULAR ITEM

DATE: April 20, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (Z19-0007- Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting.)



SUMMARY DATA:

- Size – 12.699 acres
- Proposed Zoning – SF-10 (min. 10,000 sf lots)
- Proposed Density – Medium Density Residential, as designated in the Master Plan
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions – N/A
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

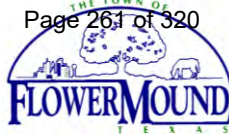
On April 16, 2020, the applicant requested this item be postponed until the May 18, 2020, council meeting (Attachment 3).

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Letter from developer requesting postponement

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

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



PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 3
REGULAR ITEM

DATE: April 13, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (Z19-0007-Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road.**

I. ITEM SUMMARY

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

This project has a companion Development Plan application (DP19-0007) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to rezone an approximately 12.699 acre parcel from Agricultural District (A) uses to Single Family District-10 (SF-10) uses to allow for the proposed development consisting of 30 single family residential lots. The proposed Single-Family District-10 is consistent with the Town's Master Plan designation of Medium Density for the property.

Property that wraps the request site to the west is zoned as Planned Development-35 (PD-35) with Single Family Detached Medium Density (SFDM) uses with a minimum lot size of 6,600 square feet. A private street along a portion of the eastern boundary line separates the subject site from an adjacent single-family residential development that is zoned for SF-10 uses. The northern portion of the eastern boundary is zoned Industrial District-1 (I-1) uses and developed as an Office-Warehouse-Showroom use. Lastly, to the north of the subject site is Shadow Ridge Park.

Primary access to this development will be from Spinks Road with a secondary point of access that connects this development to an existing residential subdivision to the west. The companion development plan application provides lot details and preliminary landscape and engineering plans.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning application requests. Z20-0007 had a total of 57 Property Owner Notifications mailed. At the time this report was written, staff had received one correspondence from an adjacent property owner whose residence is located west of the subject property and towards the southwest corner of the site, with a request that the developer install an eight-foot board-on-board wooden fence along the common property line between their property and the proposed development. The developer has agreed to the property owner's request and a note has been added on the development plan and landscape plan sheets to indicate the location of the eight-foot fence.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

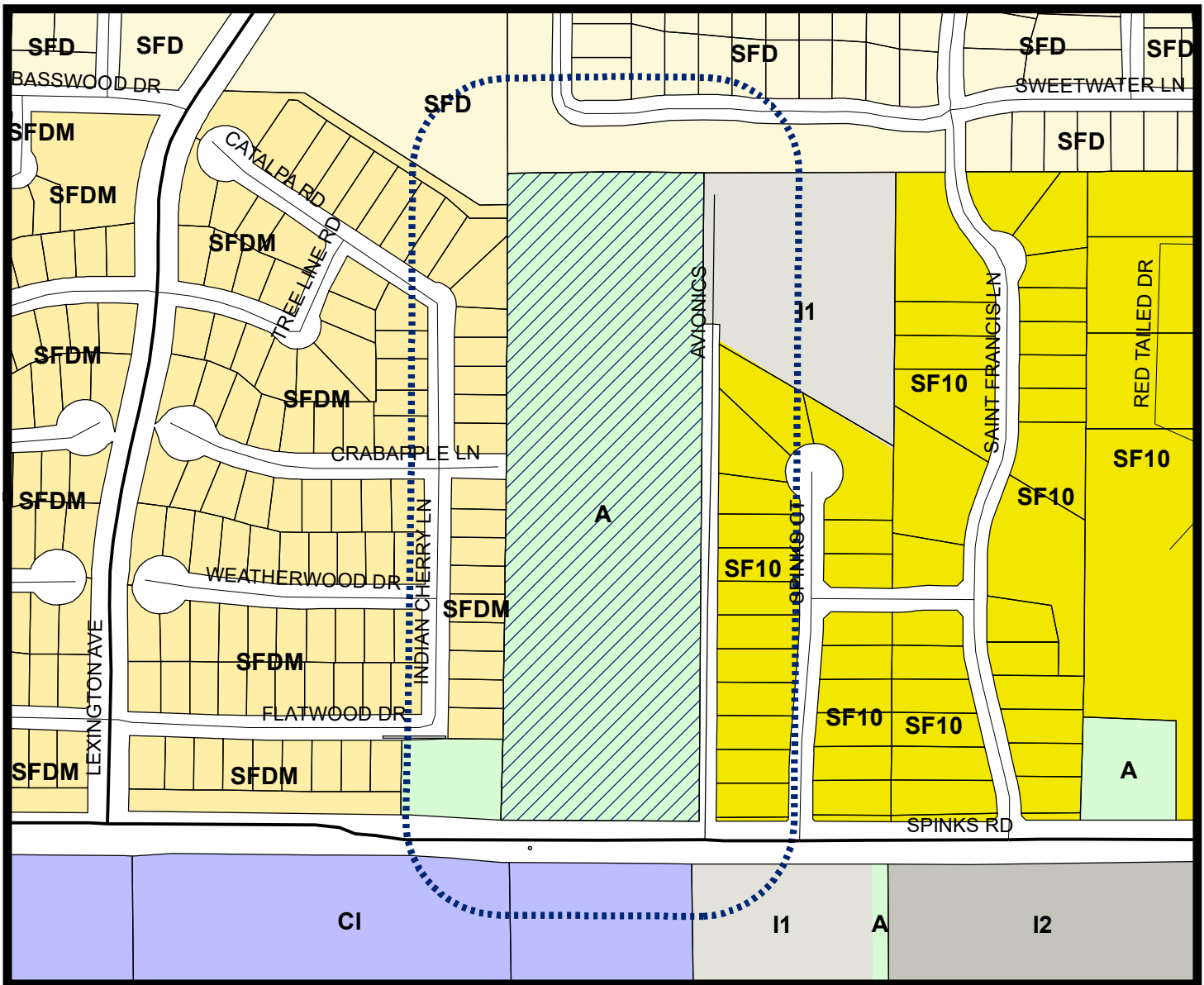
B. Application Details

1. Zoning Exhibit

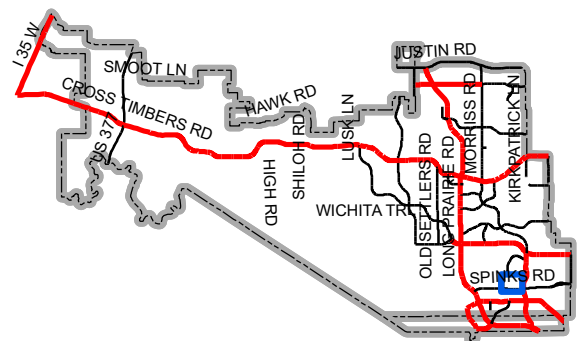
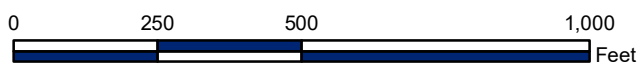
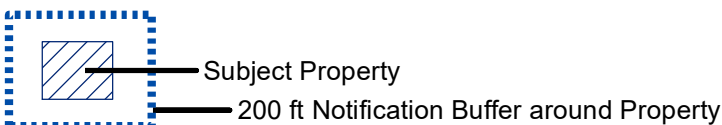
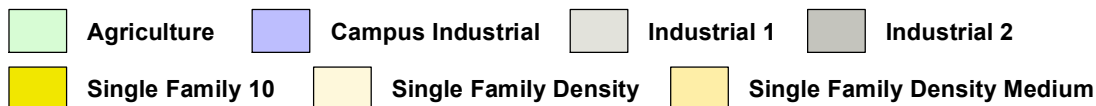


Vicinity Map

Project: Z19-0001 & DP19-0007 - Smith Tract



LEGEND



Map Location



March 10, 2020

Ms. Poornima Kashyap
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Smith Tract
Development Plan
Letter of Intent**

Ms. Kashyap:

On behalf of Toll Brothers Inc., please accept our Development Plan application. The existing use on the property is a single-family residence on property that is currently zoning Agricultural. In conjunction with this application, we are also making a request to rezone this property to SF-10. The project is approximately 12.7 acres, will consist of 30 residential lots, 6 open spaces, and 1 park land dedication lot. The project shall be developed in one phase.

There is one requested waiver to the Land Development Regulations.

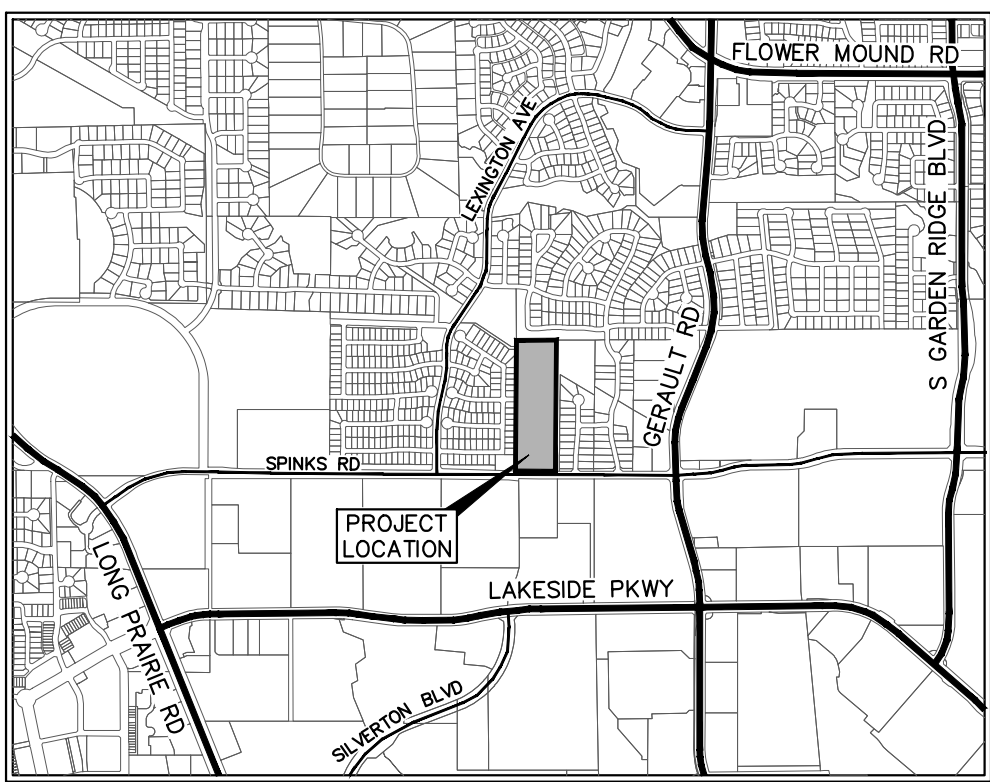
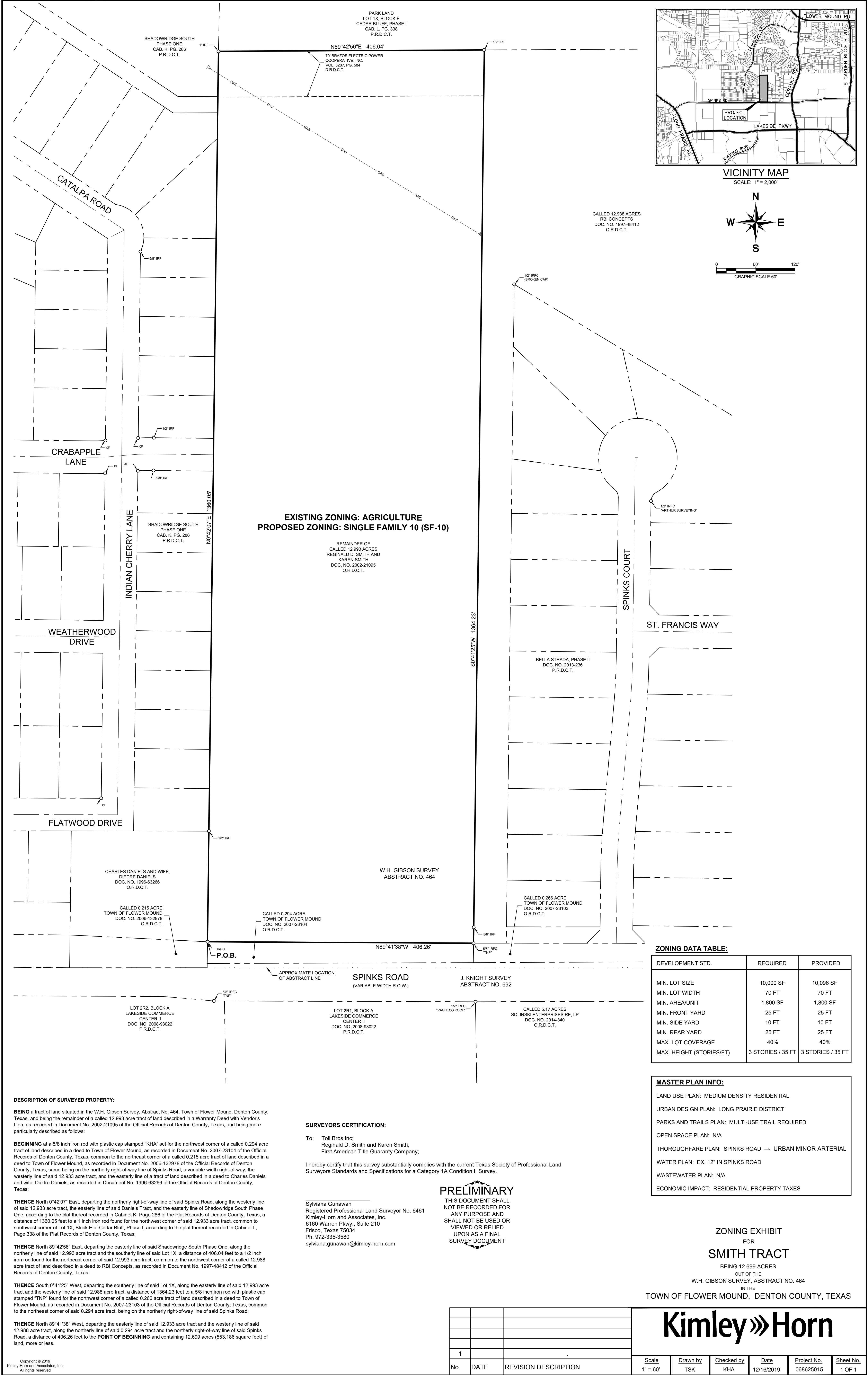
- 1) Sec. 90-311(a) – The proposed street connection to Spinks Road is at the same location as the existing residential driveway. This is closer than 250 feet to Avionics Drive to the east.

Please let me know if you have any questions or comments on the submittal.

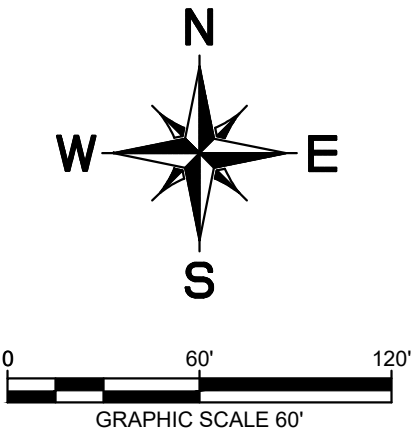
Sincerely,

A handwritten signature in blue ink that reads "J. Casey Ross".

J. Casey Ross, P.E., CFM



VICINITY MAP
SCALE: 1" = 2,000'



EXISTING ZONING: AGRICULTURE
PROPOSED ZONING: SINGLE FAMILY 10 (SF-10)

REMAINDER OF
CALLED 12.993 ACRES
REGINALD D. SMITH AND
KAREN SMITH
DOC. NO. 2002-21095
O.R.D.C.T.

ZONING DATA TABLE:

DEVELOPMENT STD.	REQUIRED	PROVIDED
MIN. LOT SIZE	10,000 SF	10,096 SF
MIN. LOT WIDTH	70 FT	70 FT
MIN. AREA/UNIT	1,800 SF	1,800 SF
MIN. FRONT YARD	25 FT	25 FT
MIN. SIDE YARD	10 FT	10 FT
MIN. REAR YARD	25 FT	25 FT
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORIES/FT)	3 STORIES / 35 FT	3 STORIES / 35 FT

MASTER PLAN INFO:

LAND USE PLAN: MEDIUM DENSITY RESIDENTIAL
URBAN DESIGN PLAN: LONG PRAIRIE DISTRICT
PARKS AND TRAILS PLAN: MULTI-USE TRAIL REQUIRED
OPEN SPACE PLAN: N/A
THOROUGHFARE PLAN: SPINKS ROAD → URBAN MINOR ARTERIAL
WATER PLAN: EX. 12" IN SPINKS ROAD
WASTEWATER PLAN: N/A
ECONOMIC IMPACT: RESIDENTIAL PROPERTY TAXES

DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the W.H. Gibson Survey, Abstract No. 464, Town of Flower Mound, Denton County, Texas, and being the remainder of a called 12.993 acre tract of land described in a Warranty Deed with Vendor's Lien, as recorded in Document No. 2002-21095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of a called 0.294 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23104 of the Official Records of Denton County, Texas, common to the northeast corner of a called 0.215 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2006-132978 of the Official Records of Denton County, Texas, same being on the northerly right-of-way line of Spinks Road, a variable width right-of-way, the westerly line of said 12.933 acre tract, and the easterly line of a tract of land described in a deed to Charles Daniels and wife, Diedre Daniels, as recorded in Document No. 1996-63266 of the Official Records of Denton County, Texas;

THENCE North 0°42'07" East, departing the northerly right-of-way line of said Spinks Road, along the westerly line of said 12.933 acre tract, the easterly line of said Daniels Tract, and the easterly line of Shadowridge South Phase One, according to the plat thereof recorded in Cabinet K, Page 286 of the Plat Records of Denton County, Texas, a distance of 1360.05 feet to a 1 inch iron rod found for the northwest corner of said 12.933 acre tract, common to southwest corner of Lot 1X, Block E of Cedar Bluff, Phase I, according to the plat thereof recorded in Cabinet L, Page 338 of the Plat Records of Denton County, Texas;

THENCE North 89°41'38" East, departing the easterly line of said Shadowridge South Phase One, along the northerly line of said 12.993 acre tract and the southerly line of said Lot 1X, a distance of 406.04 feet to a 1/2 inch iron rod found for the northeast corner of said 12.993 acre tract, common to the northwest corner of a called 12.988 acre tract of land described in a deed to RBI Concepts, as recorded in Document No. 1997-48412 of the Official Records of Denton County, Texas;

THENCE South 0°41'25" West, departing the southerly line of said Lot 1X, along the easterly line of said 12.993 acre tract and the westerly line of said 12.988 acre tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the northeast corner of said 0.294 acre tract, being on the northerly right-of-way line of said Spinks Road;

THENCE North 89°41'38" West, departing the easterly line of said 12.933 acre tract and the westerly line of said 12.988 acre tract, along the northerly line of said 0.294 acre tract and the northerly right-of-way line of said Spinks Road, a distance of 406.26 feet to the POINT OF BEGINNING and containing 12.699 acres (553,186 square feet) of land, more or less.

SURVEYORS CERTIFICATION:

To: Toll Bros Inc;
Reginald D. Smith and Karen Smith;
First American Title Guaranty Company;

I hereby certify that this survey substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A Condition II Survey.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ZONING EXHIBIT
FOR
SMITH TRACT
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

1		
No.	DATE	REVISION DESCRIPTION

Kimley»Horn					
Scale 1" = 60'	Drawn by TSK	Checked by KHA	Date 12/16/2019	Project No. 068625015	Sheet No. 1 OF 1

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 12.699 ACRES OF LAND SITUATED IN THE W. H. GIBSON SURVEY, ABSTRACT NUMBER 464, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-10 (SF-10) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 12.699 acres of land situated in the W.H. Gibson Survey, Abstract No. 464, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Single Family Residential District-10 (SF-10) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 13, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 20, 2020, with respect to the proposed rezoning as described herein; and,

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

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

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

ORDINANCE NO. _____**Page 2****SECTION 1**

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

12.699 acres of land situated in the W.H. Gibson Survey, Abstract No. 464, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Single Family Residential District-10 (SF-10) uses as depicted in the zoning exhibit attached as Exhibit "B" hereto.

SECTION 2

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved zoning, as set forth above.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____

Page 3

SECTION 7

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

SECTION 8

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

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

APPROVED:_____
Steve Dixon, **MAYOR****ATTEST:**_____
Theresa Scott, **TOWN SECRETARY**

ORDINANCE NO. _____

Page 4

EXHIBIT "A" – PROPERTY DESCRIPTION

BEING a tract of land situated in the W.H. Gibson Survey, Abstract No. 464, Town of Flower Mound, Denton County, Texas, and being the remainder of a called 12.993 acre tract of land described in a Warranty Deed with Vendor's Lien, as recorded in Document No. 2002-21095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

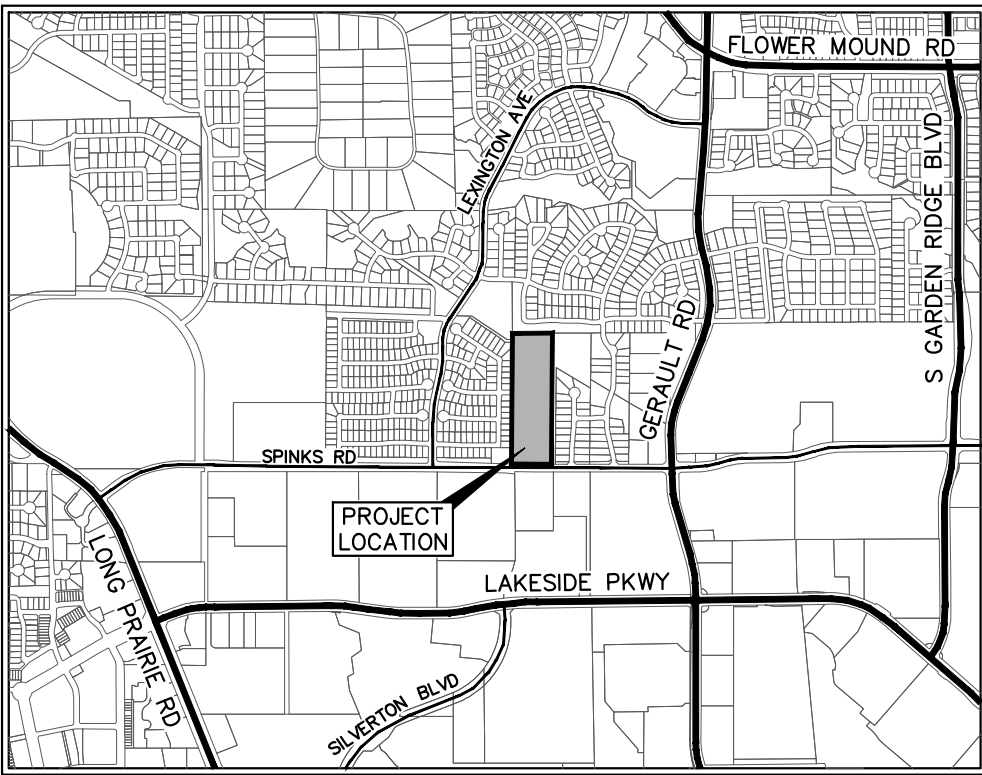
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THENCE North 0°42'07" East, departing the northerly right-of-way line of said Spinks Road, along the westerly line of said 12.933 acre tract, the easterly line of said Daniels Tract, and the easterly line of Shadowridge South Phase One, according to the plat thereof recorded in Cabinet K, Page 286 of the Plat Records of Denton County, Texas, a distance of 1360.05 feet to a 1 inch iron rod found for the northwest corner of said 12.933 acre tract, common to southwest corner of Lot 1X, Block E of Cedar Bluff, Phase I, according to the plat thereof recorded in Cabinet L, Page 338 of the Plat Records of Denton County, Texas;

THENCE North 89°42'56" East, departing the easterly line of said Shadowridge South Phase One, along the northerly line of said 12.993 acre tract and the southerly line of said Lot 1X, a distance of 406.04 feet to a 1/2 inch iron rod found for the northeast corner of said 12.993 acre tract, common to the northwest corner of a called 12.988 acre tract of land described in a deed to RBI Concepts, as recorded in Document No. 1997-48412 of the Official Records of Denton County, Texas;

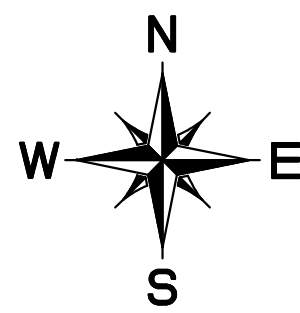
THENCE South 0°41'25" West, departing the southerly line of said Lot 1X, along the easterly line of said 12.993 acre tract and the westerly line of said 12.988 acre tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the northeast corner of said 0.294 acre tract, being on the northerly right-of-way line of said Spinks Road;

THENCE North 89°41'38" West, departing the easterly line of said 12.933 acre tract and the westerly line of said 12.988 acre tract, along the northerly line of said 0.294 acre tract and the northerly right-of-way line of said Spinks Road, a distance of 406.26 feet to the **POINT OF BEGINNING** and containing 12.699 acres (553,186 square feet) of land, more or less.



VICINITY MAP

SCALE: 1" = 2,000'



0 60' 120'

GRAPHIC SCALE 60'

EXISTING ZONING: AGRICULTURE
PROPOSED ZONING: SINGLE FAMILY 10 (SF-10)

REMAINDER OF
CALLED 12.993 ACRES
REGINALD D. SMITH AND
KAREN SMITH
DOC. NO. 2002-21095
O.R.D.C.T.

ZONING DATA TABLE:

DEVELOPMENT STD.	REQUIRED	PROVIDED
MIN. LOT SIZE	10,000 SF	10,096 SF
MIN. LOT WIDTH	70 FT	70 FT
MIN. AREA/UNIT	1,800 SF	1,800 SF
MIN. FRONT YARD	25 FT	25 FT
MIN. SIDE YARD	10 FT	10 FT
MIN. REAR YARD	25 FT	25 FT
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORIES/FT)	3 STORIES / 35 FT	3 STORIES / 35 FT

MASTER PLAN INFO:

LAND USE PLAN: MEDIUM DENSITY RESIDENTIAL

URBAN DESIGN PLAN: LONG PRAIRIE DISTRICT

PARKS AND TRAILS PLAN: MULTI-USE TRAIL REQUIRED

OPEN SPACE PLAN: N/A

THOROUGHFARE PLAN: SPINKS ROAD → URBAN MINOR ARTERIAL

WATER PLAN: EX. 12" IN SPINKS ROAD

WASTEWATER PLAN: N/A

ECONOMIC IMPACT: RESIDENTIAL PROPERTY TAXES

ZONING EXHIBIT
FOR

BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the W.H. Gibson Survey, Abstract No. 464, Town of Flower Mound, Denton County, Texas, and being the remainder of a called 12.993 acre tract of land described in a Warranty Deed with Vendor's Lien, as recorded in Document No. 2002-21095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of a called 0.294 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23104 of the Official Records of Denton County, Texas, common to the northeast corner of a called 0.215 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2006-132978 of the Official Records of Denton County, Texas, same being on the northerly right-of-way line of Spinks Road, a variable width right-of-way, the westerly line of said 12.933 acre tract, and the easterly line of a tract of land described in a deed to Charles Daniels and wife, Diedre Daniels, as recorded in Document No. 1996-63266 of the Official Records of Denton County, Texas;

THENCE North 0°42'07" East, departing the northerly right-of-way line of said Spinks Road, along the westerly line of said 12.933 acre tract, the easterly line of said Daniels Tract, and the easterly line of Shadowidge South Phase One, according to the plat thereof recorded in Cabinet K, Page 286 of the Plat Records of Denton County, Texas, a distance of 1360.05 feet to a 1 inch iron rod found for the northwest corner of said 12.933 acre tract, common to southwest corner of Lot 1X, Block E of Cedar Bluff, Phase I, according to the plat thereof recorded in Cabinet L, Page 338 of the Plat Records of Denton County, Texas;

THENCE North 89°42'56" E, departing the easterly line of said Shadowridge South Phase One, along the northerly line of said 12.993 acre tract and the southerly line of said Lot 1X, a distance of 406.04 feet to a 1/2 inch iron rod found for the northeast corner of said 12.993 acre tract, common to the northwest corner of a called 12.988 acre tract of land described in a deed to RBI Concepts, as recorded in Document No. 1997-48412 of the Official Records of Denton County, Texas;

THENCE South 0°41'25" West, departing the southerly line of said Lot 1X, along the easterly line of said 12.993 acre tract and the westerly line of said 12.988 acre tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the northeast corner of said 0.294 acre tract, being on the northerly right-of-way line of said Spinks Road;

THENCE North 89°41'38" West, departing the easterly line of said 12.933 acre tract and the westerly line of said 12.988 acre tract, along the northerly line of said 0.294 acre tract and the northerly right-of-way line of said Spinks Road, a distance of 406.26 feet to the **POINT OF BEGINNING** and containing 12.699 acres (553,186 square feet) of land, more or less.

SURVEYORS CERTIFICATION:

To: Toll Bros Inc;
Reginald D. Smith and Karen Smith;
First American Title Guaranty Company;

I hereby certify that this survey substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A Condition II Survey.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

1		
No.	DATE	REVISION DESCRIPTION

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 60'	TSK	KHA	12/16/2019	068625015	1 OF 1

Toll Brothers
LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

April 15, 2020

Mayor Dixon and Town Council
2121 Cross Timbers Drive
Flower Mound, Texas 75028

With copy to:

Town of Flower Mound
c/o Poornima Kashyap, Principal Planner
2121 Cross Timbers Drive
Flower Mound, Texas 75028

Re: Table Z19-0007 and DP19-0007 for Smith Tract

Mayor and Council:

As you are aware, Toll Brothers has two applications on your agenda for this evening. Both were recommended for approval at the April 13, 2020, meeting of the Planning and Zoning Commission and the park fees was recommended for approval at the March 5, 2020, Parks Board meeting. We respectfully request that these items be tabled to the May 18, 2020, meeting.

Please do not hesitate to contact me with questions or if you require additional information.

Sincerely and Respectfully,



Mike Boswell
Director of Land Development
Toll Brothers, Inc.

CC Ron Robbins
 Casey Ross, P.E.



TOWN COUNCIL AGENDA ITEM NO. 25

REGULAR ITEM

DATE: April 20, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 13, 2020, meeting.)



SUMMARY DATA:

- Size – 12.699 acres
- Proposed Density – 2.36 units/acre
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions – Request a driveway into the proposed subdivision to be located closed than the normally required 250 foot separation
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

During deliberation, the Commissioners discussed potential traffic concerns with this project. The current location of the median along Spinks Road will only allow right-in and right-out to and from the proposed subdivision. There was discussion regarding the potential addition of a median break at the intersection of Spinks Road and the entrance to the proposed subdivision to allow direct ingress and egress to and from the subdivision for residents to travel either east or west bound on Spinks Road without having to drive through the existing residential subdivision to the west. Due

to the fact that the recommended median opening is in close proximity to an existing median opening to the east, the Planning and Zoning Commission recommended approval of the Development Plan with a second exception to allow for the construction of a turn lane that is less than 160 feet in length to provide access from the development. The applicant expressed concerns about this proposed change, as the traffic analysis for the project did not indicate it was warranted, and has requested an extension from Council to delay consideration of this development plan (Attachment 2).

The Parks Board recommended a combination of park land dedication and fees in lieu of dedication for this project, as well as a reduction in the amount of park development fees due, in exchange for the developer's proposal to construct additional off-site trail installation connecting Shadow Ridge Park to the Magnolia Court residential development. This agreement was pending the Town's ability to obtain the required off-site easements from affected property owners. This is something staff is still working toward. If the easements

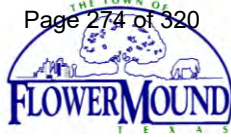
are obtained, staff will bring forward a development agreement outlining these parameters for Town Council's consideration.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Letter from developer requesting extension

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: April 13, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: **Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Spinks Road and west of Gerault Road.**

I. ITEM SUMMARY

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

This project has a companion zoning application (Z19-0007) for consideration on the same agenda. Approval of this application is contingent on Town Council's approval of the companion zoning application.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

A development plan is intended to show all the planning factors necessary to determine whether the proposed plan for land development is satisfactory from the standpoint of public health, safety and welfare and is in accordance with the general guidance provided by the comprehensive master plan. The purpose of this application is to obtain design approval for 30 buildable, single-family lots with a minimum lot size of 10,000 square feet. The site contains an approximately 12.699 acre parcel currently zoned for Agricultural District (A) uses. In conjunction with the development plan, a request for rezoning (Z19-0007) is being considered to change the zoning of the subject site to allow the development of single-family homes under the requirements of the Single-Family District-10 (SF-10) zoning district. The proposed Single Family District-10 is consistent with the Town's Master Plan designation of Medium Density for the property. As a part of the development plan, the applicant is requesting an exception to allow the proposed driveway on Spinks Road to be located closer than the required 250 feet from another driveway. See Section A for details.

A. Exception to Access Management Policy and Criteria

Spinks Road is classified as an Urban Minor Arterial on the Town's Thoroughfare Map. The driveway spacing requirement along this type of roadway is a minimum of 250 feet. The proposed driveway as shown on the development plan (Attachment B(1)) is located approximately 191 feet from Avionics Drive, a private road located to the east of the proposed driveway and will, therefore, require an exception to the Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.

Primary access to this development will be from Spinks Road with a secondary point of access that connects this development to an existing residential subdivision to the west. The development plan depicts 30 buildable residential lots and six open space lots including a 25-foot landscape buffer along Spinks Road. The northern portion of the property is encumbered by a 70 foot-wide Brazos Electric Power easement and a 60 foot-wide Atmos Gas Company easement. As required by the Town's ordinance, the development plan depicts a 100 foot-wide building setback from the overhead electric line easement. The plan also depicts approximately 1.805 gross acres (only 0.6 acres of unencumbered area used for Park Land Dedication) of land adjacent to Shadow Ridge Park to be dedicated to the Town for park use. See PARKS Board section for detailed information regarding Park Land Dedication and Park Fees.

III. PARKS Board

The required Park Land Dedication for this project is 1.008 acres or \$136,080.00 payment of cash in lieu of land. The development plan depicts 1.805 gross acres dedicated to the Town for Park use. However, since this 1.805 acres is encumbered by overhead power and underground gas line easements, staff and developer have agreed to the proposal of getting park land credit for 0.6 acres of unencumbered land only and paying remaining fees in lieu of land.

On March 5, 2020, the [Parks Board](#) voted to recommend approval of the following to the Town Council:

Park Land Dedication of 0.6 acres of land and cash in the amount of \$55,620.00 to be accepted in lieu of the otherwise required Park Land Dedication, and

Park Development Fees (\$1,388 per buildable lot) in the amount of \$41,640.00.

On the northern portion of this development, the Town's required eight-foot multi-use trail bisects the property from east to west across an existing gas line easement. This trail is required to be installed by the developer. Parks Board considered and recommended approval to the Town Council the developer's proposal for additional off-site trail installation connecting Shadow Ridge Park to Magnolia Court residential development to the east using the fee credit option. This option would require the developer to acquire off-site pedestrian access easements. A Development Agreement encompassing the details of this option will be considered by the Town Council in conjunction with this development plan application.

IV. CORRESPONDENCE

The companion zoning application requires public hearing and had a total of 57 Property Owner Notifications mailed. At the time this report was written, staff had received one correspondence from an adjacent property owner whose residence is located west of the subject property and towards the southwest corner of the site, with a request that the developer install an eight-foot board-on-board wooden fence along the common property line between their property and the proposed development. The developer has agreed to

the property owner's request and a note has been added on the development plan and landscape plan sheets to indicate the location of the eight-foot fence.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

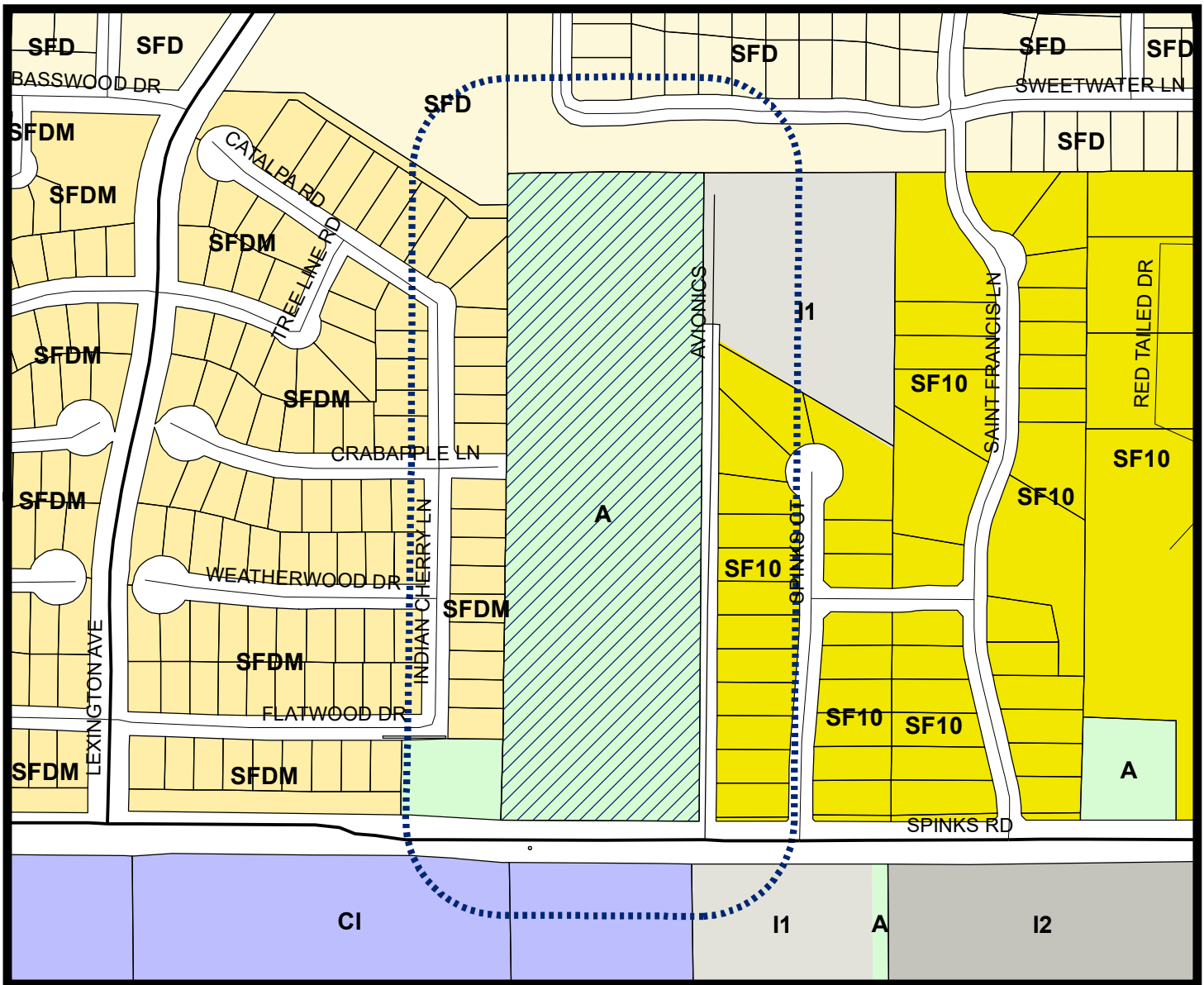
B. Application Details

1. Development Plan Package



Vicinity Map

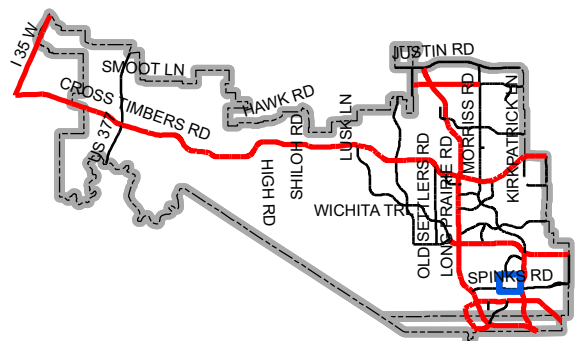
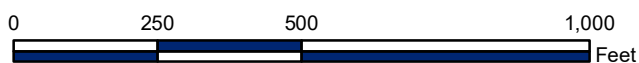
Project: Z19-0001 & DP19-0007 - Smith Tract



LEGEND

- Agriculture
- Campus Industrial
- Industrial 1
- Industrial 2
- Single Family 10
- Single Family Density
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



March 10, 2020

Ms. Poornima Kashyap
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Smith Tract
Development Plan
Letter of Intent**

Ms. Kashyap:

On behalf of Toll Brothers Inc., please accept our Development Plan application. The existing use on the property is a single-family residence on property that is currently zoning Agricultural. In conjunction with this application, we are also making a request to rezone this property to SF-10. The project is approximately 12.7 acres, will consist of 30 residential lots, 6 open spaces, and 1 park land dedication lot. The project shall be developed in one phase.

There is one requested waiver to the Land Development Regulations.

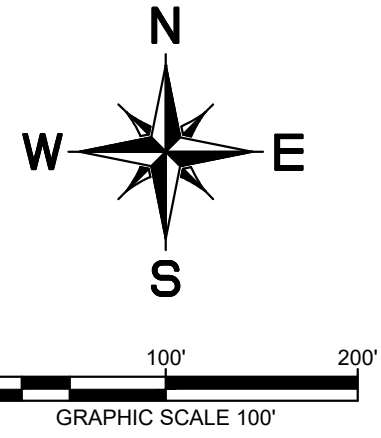
- 1) Sec. 90-311(a) – The proposed street connection to Spinks Road is at the same location as the existing residential driveway. This is closer than 250 feet to Avionics Drive to the east.

Please let me know if you have any questions or comments on the submittal.

Sincerely,

A handwritten signature in blue ink that reads "J. Casey Ross".

J. Casey Ross, P.E., CFM



PRELIMINARY LOT AND BLOCK ANALYSIS TABLE:

SMALLEST RESIDENTIAL LOT	10,096 SF
LARGEST RESIDENTIAL LOT	18,990 SF
AVERAGE RESIDENTIAL LOT	12,612 SF
RESIDENTIAL LOTS	30
X-LOTS	6
PARK LOTS	1
TOTAL LOTS	37

ZONING DATA TABLE:

DEVELOPMENT STD.	REQUIRED	PROVIDED
MIN. LOT SIZE	10,000 SF	10,096 SF
MIN. LOT WIDTH	70 FT	70 FT
MIN. AREA/UNIT	1,800 SF	1,800 SF
MIN. FRONT YARD	25 FT	25 FT
MIN. SIDE YARD	10 FT	10 FT
MIN. REAR YARD	25 FT	25 FT
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORIES/FT)	3 STORIES / 35 FT	3 STORIES / 35 FT

MASTER PLAN FEATURES:

LAND USE PLAN: MEDIUM DENSITY RESIDENTIAL

URBAN DESIGN PLAN: LONG PRAIRIE DISTRICT

PARKS AND TRAILS PLAN: MULTI-USE TRAIL REQUIRED

OPEN SPACE PLAN: N/A

THOROUGHFARE PLAN: SPINKS ROAD → URBAN MINOR ARTERIAL

WATER PLAN: EX. 12" IN SPINKS ROAD

WASTEWATER PLAN: N/A

ECONOMIC IMPACT: RESIDENTIAL PROPERTY TAXES

AVIGATION EASEMENT AND RELEASE

WHEREAS, _____, hereinafter called "Owner" (whether one or more), is the owner of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being more particularly described on the subdivision plat or in Exhibit "A" attached hereto and incorporated by reference herein, as the case may be;

NOW, THEREFORE, in consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas-Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called "Cities," for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level or the causing, in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Dallas-Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating and/or maintenance of aircraft engines at or on said Dallas-Fort Worth Regional Airport. This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles.

It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat or in Exhibit "A" attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Denton County, Texas.

EXECUTED at _____, Texas, this _____ day of _____, A.D., 2020.

OWNER

OWNER

OWNER

ATTEST:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D., 2020.

NOTARY PUBLIC in and for the State of Texas

My commission expires: _____

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

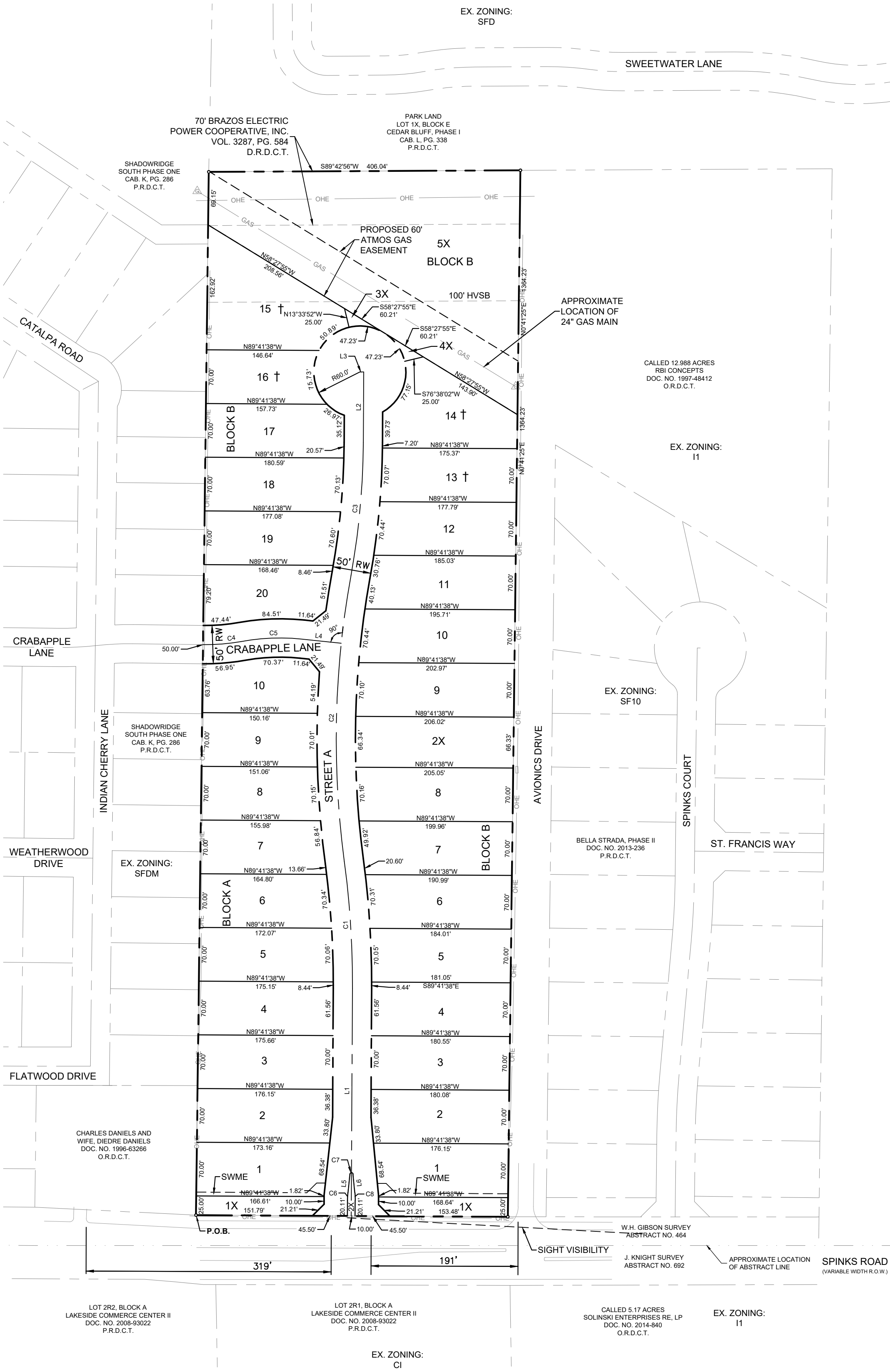
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D., 2020.

NOTARY PUBLIC in and for the State of Texas

My commission expires: _____

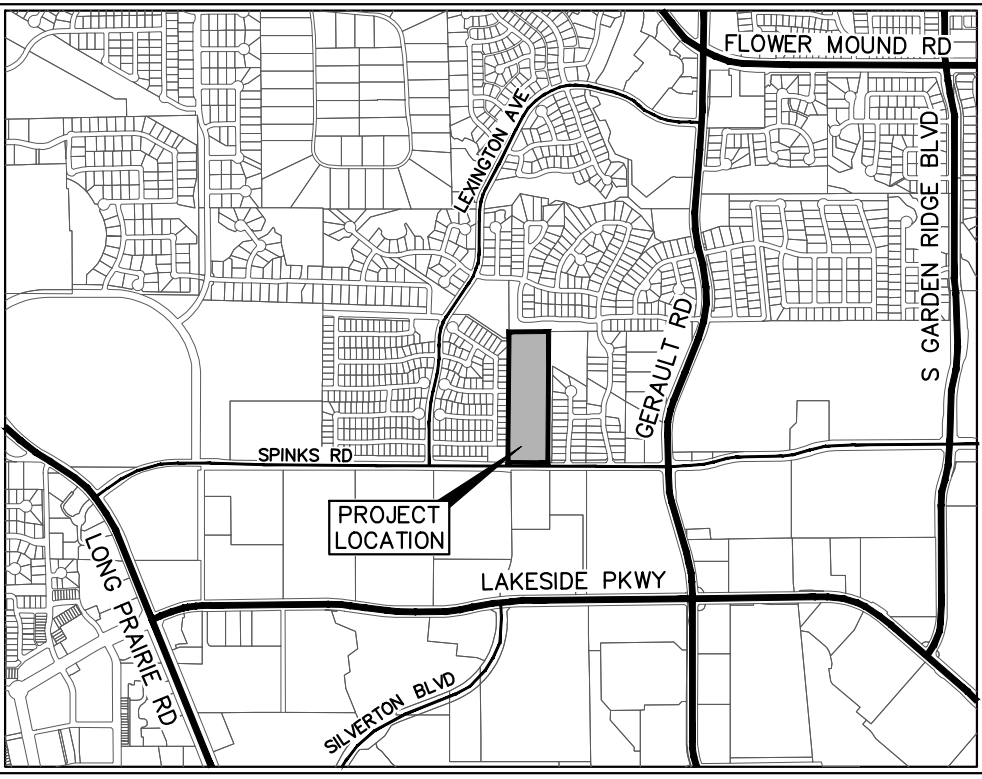
REQUESTED VARIANCE TO THE LAND DEVELOPMENT REGULATIONS:

- SEC. 90-311 (a). PROPOSED STREET CONNECTION TO SPINKS ROAD IS AT SAME LOCATION OF EXISTING DRIVE WHICH IS CLOSER THAN 250' TO AVONICS DRIVE.



LEGEND

P.R.D.C.T.	PUBLIC RECORDS DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
RW	RIGHT-OF-WAY
SB	SETBACK LINE
POB	POINT OF BEGINNING
o	BOUNDARY MONUMENT
HVSB	HIGH VOLTAGE SET BACK
SWME	SCREENING WALL MAINTENANCE EASEMENT
†	LOT IS LOCATED WITHIN 100 FEET OF AN EXISTING GAS LINE & IS SUBJECT TO THE CODES AND ORDINANCES OF THE TOWN



VICINITY MAP

SCALE: 1" = 2,000'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°18'22"E	296.56'
L2	N00°18'22"E	91.69'
L3	N89°41'38"W	5.00'
L4	S83°59'53"E	51.28'
L5	S06°11'41"W	24.20'
L6	N05°34'58"W	24.20'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	7°55'26"	1200.00'	165.96'	N03°39'21"W	165.82'
C2	17°53'59"	1200.00'	374.89'	N01°19'56"E	373.37'
C3	9°56'34"	1000.00'	174.11'	N05°17'39"E	173.89'
C4	10°22'35"	275.00'	49.80'	N85°29'07"E	49.74'
C5	16°39'13"	275.00'	79.93'	N87°40'30"E	79.65'
C6	5°53'20"	100.00'	10.28'	S03°15'02"W	10.27'
C7	168°13'21"	2.00'	5.87'	N89°41'38"W	3.98'
C8	5°53'20"	100.00'	10.28'	N02°38'18"W	10.27'

SITE DATA:

CURRENT ZONING CLASS = A (AGRICULTURAL)

CURRENT USE = SINGLE FAMILY RESIDENCE

PROPOSED ZONING CLASS = SF-10

PROPOSED USE = SINGLE FAMILY RESIDENTIAL

GROSS AREA = 12,699 AC (553,186 SF)

RIGHT-OF-WAY DEDICATION = 1.676 AC (72,997 SF)

FLOODPLAIN = 0 AC

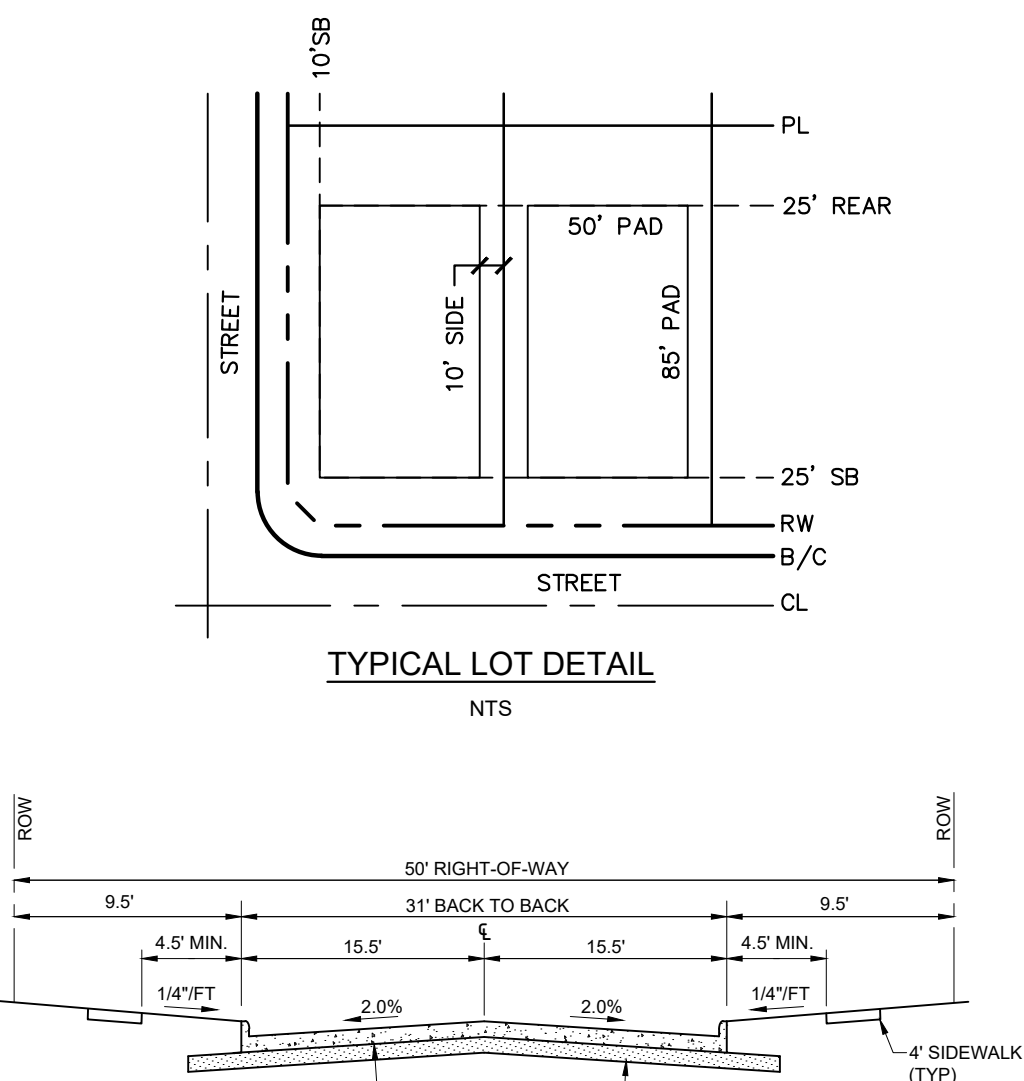
NET AREA = 11,023 AC (480,179 SF)

PROPOSED GROSS DENSITY = 2.36 DU/AC

PROPOSED NET DENSITY = 2.72 DU/AC

LOT AREA TABLE

LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)
BLOCK A LOT 1	0.273	11886
BLOCK A LOT 1X	0.093	4055
BLOCK A LOT 2	0.282	12289
BLOCK A LOT 2X	0.011	461
BLOCK A LOT 3	0.283	12313
BLOCK A LOT 4	0.282	12279
BLOCK A LOT 5	0.280	12177
BLOCK A LOT 6	0.271	11815
BLOCK A LOT 7	0.257	11208
BLOCK A LOT 8	0.246	10723
BLOCK A LOT 9	0.241	10519
BLOCK A LOT 10	0.238	10367
BLOCK B LOT 1	0.277	12061
BLOCK B LOT 1X	0.094	4102
BLOCK B LOT 2	0.288	12531
BLOCK B LOT 2X	0.313	13654
BLOCK B LOT 3	0.290	12622
BLOCK B LOT 3X	0.009	389
BLOCK B LOT 4	0.291	12655
BLOCK B LOT 4X	0.009	389
BLOCK B LOT 5	0.293	12754
BLOCK B LOT 5X	1.806	78690
BLOCK B LOT 6	0.301	13101
BLOCK B LOT 7	0.314	13698
BLOCK B LOT 8	0.326	14200
BLOCK B LOT 9	0.329	14339
BLOCK B LOT 10	0.321	13979
BLOCK B LOT 11	0.306	13329
BLOCK B LOT 12	0.291	12670
BLOCK B LOT 13	0.283	12332
BLOCK B LOT 14	0.334	14539
BLOCK B LOT 15	0.436	18990
BLOCK B LOT 16	0.232	10096
BLOCK B LOT 17	0.286	12450
BLOCK B LOT 18	0.288	12548
BLOCK B LOT 19	0.278	12124
BLOCK B LOT 20	0.272	11853



RESIDENTIAL STREET DETAIL (50' ROW - 31' B-B)

NTS

DRAINAGE EASEMENT NOTES:

- UPKEEP AND MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- UPKEEP AND MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING ITEMS:
 - GRASS AND GROUND COVER SHALL BE KEPT TO A HEIGHT REQUIRED BY THE TOWN ORDINANCE.
 - THE DETENTION FACILITY SHALL BE KEPT FREE OF DEBRIS AND LITTER, WITH PARTICULAR ATTENTION GIVEN TO KEEPING THE OUTLET STRUCTURE CLEAR AT ALL TIMES.
 - ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE FACILITY AS REQUIRED TO ENSURE THAT THERE IS NO REDUCTION IN FUNCTION OR DETENTION CAPACITY.
- NO DUMPING OF ANY TYPE IS PERMITTED WITHIN THIS EASEMENT AREA.

FLOODPLAIN NOTES:

According to Map No. 48121C0545G and 48121C0685G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X-Unshaded", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999849499.

**DEVELOPMENT PLAN
FOR
SMITH TRACT**

30 RESIDENTIAL LOTS / 6 OPEN SPACES / 1 PARK LAND LOT
BEING 12,699 ACRES

OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464

IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:

Reginald & Karen Smith
1900 Spinks Rd.
Flower Mound, TX 75028

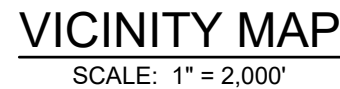
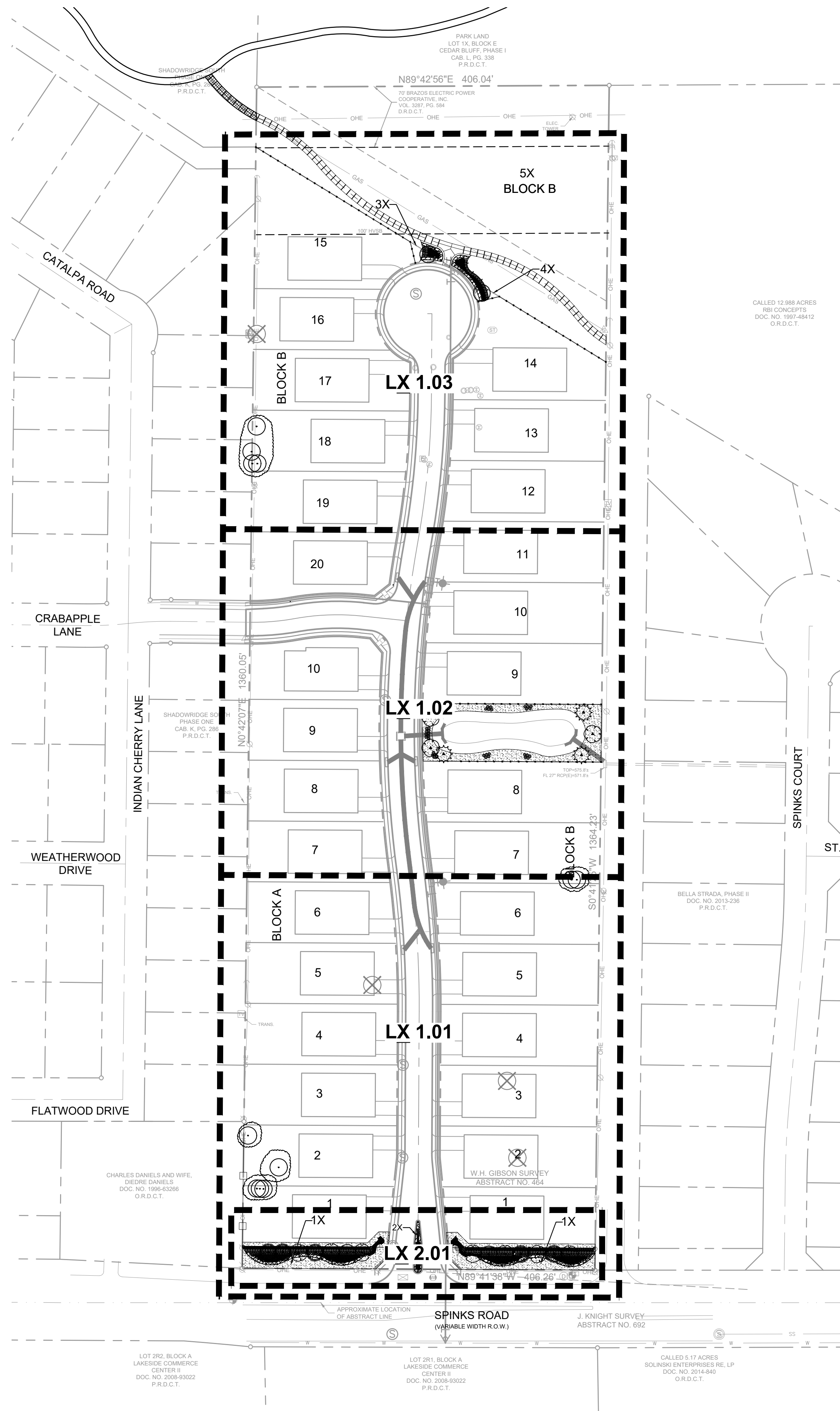
DEVELOPER:

Toll Bros, Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

ENGINEER/SURVEYOR:

Kimley»Horn
6180 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Casey Ross, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
JCR	BGL	JCR	AS SHOWN	JAN. 2020	068625015	P-1



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30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 46
IN THE

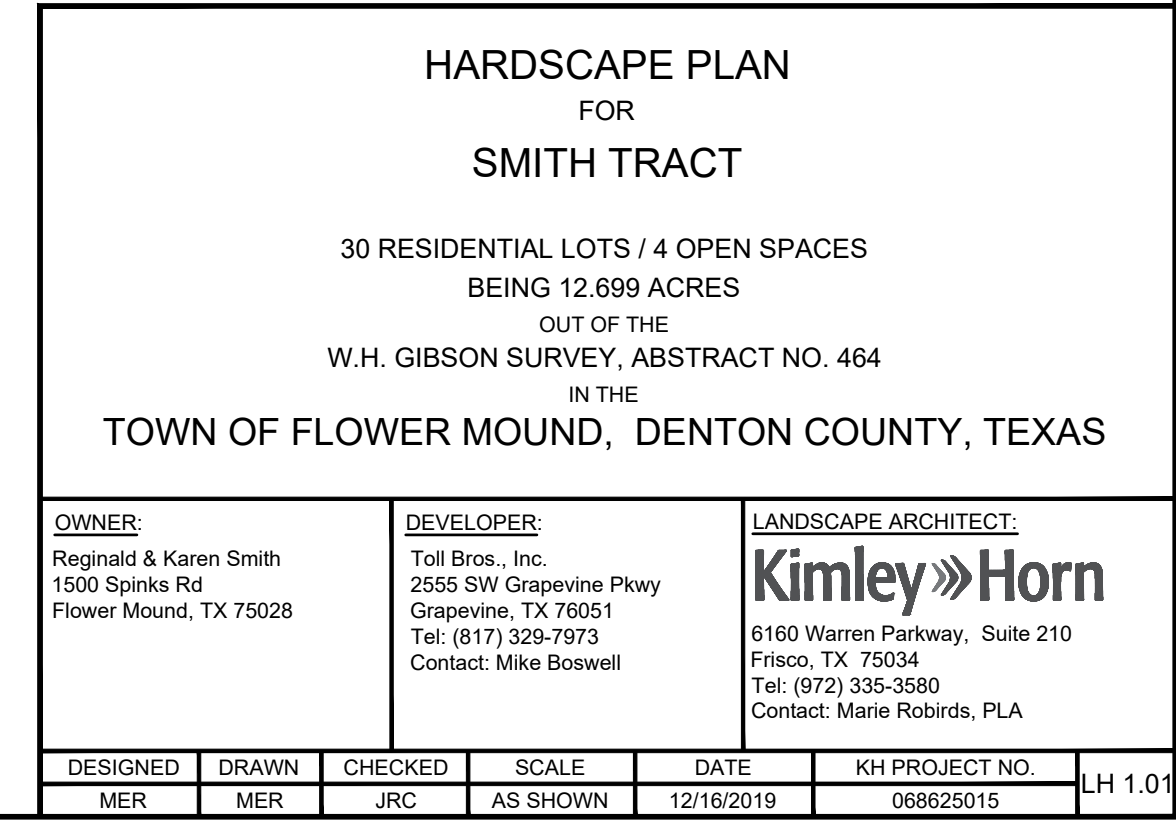
LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LC 1.02
ERB	IERB	CF	AS SHOWN	12/16/2019	068625015	

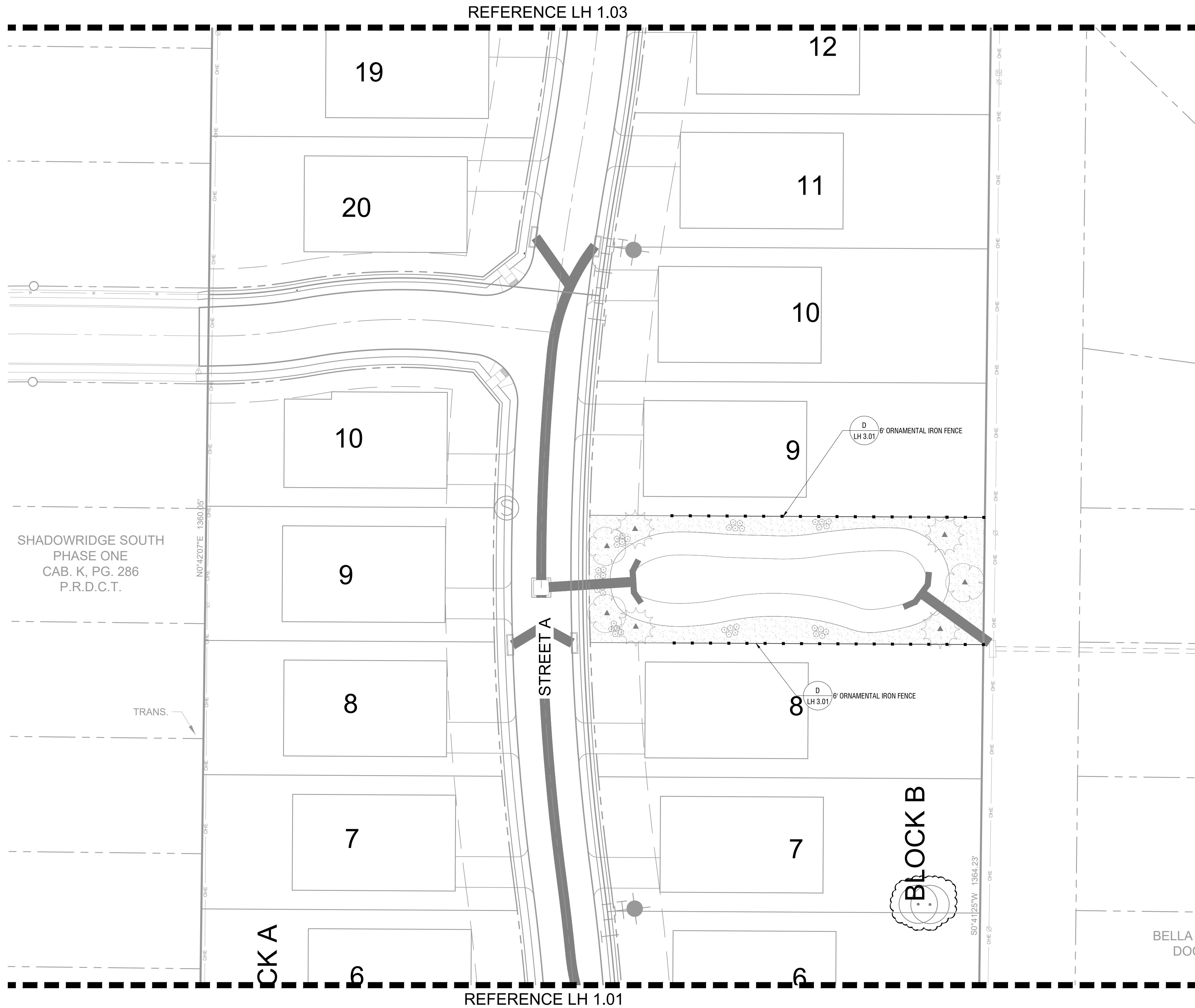
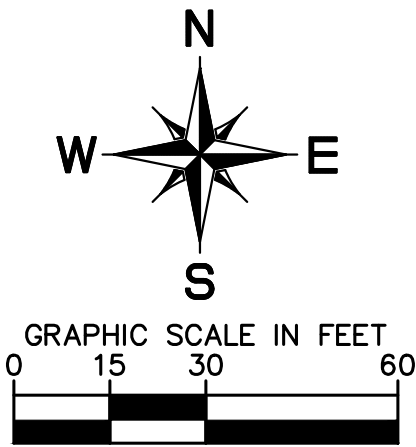


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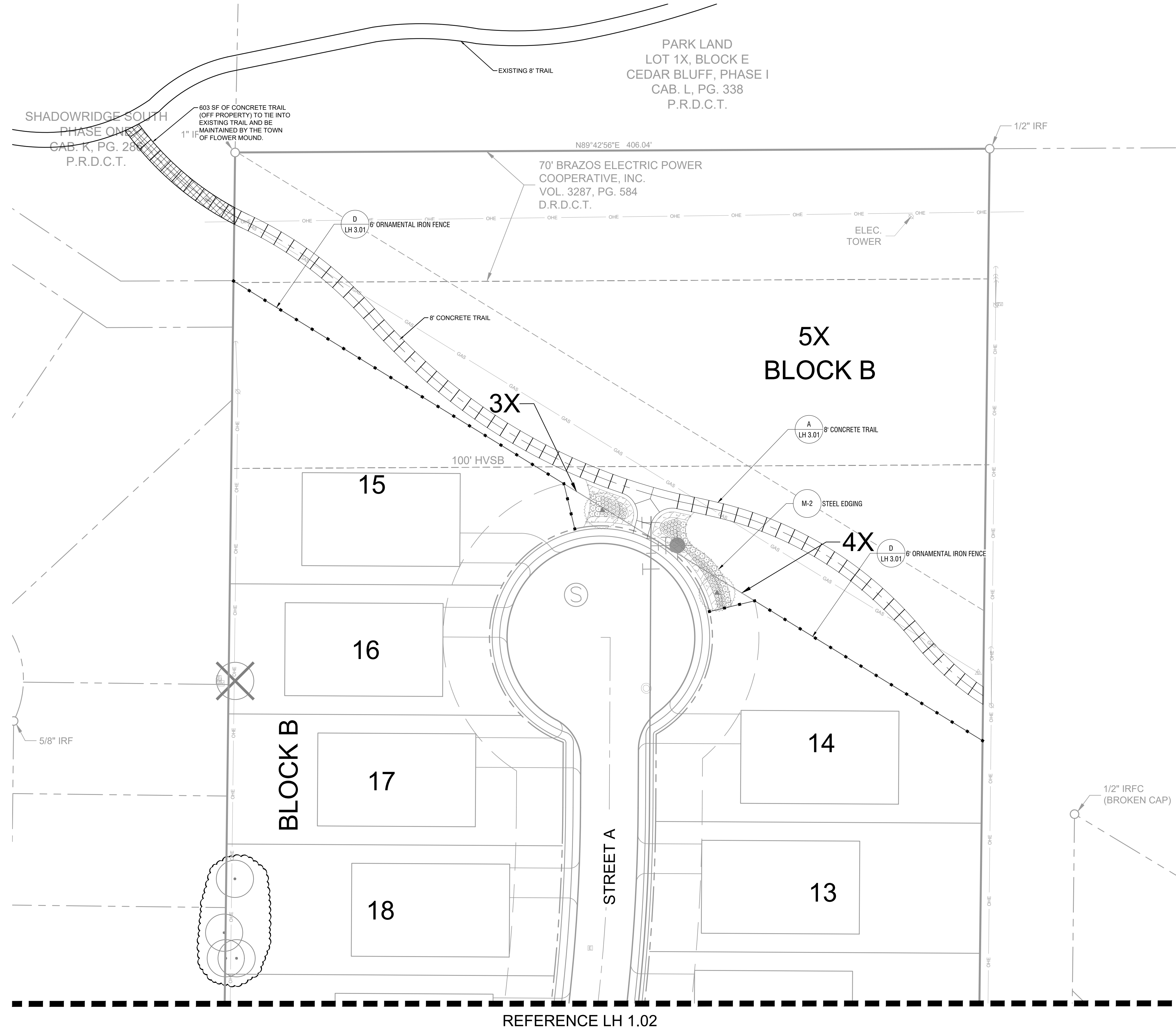
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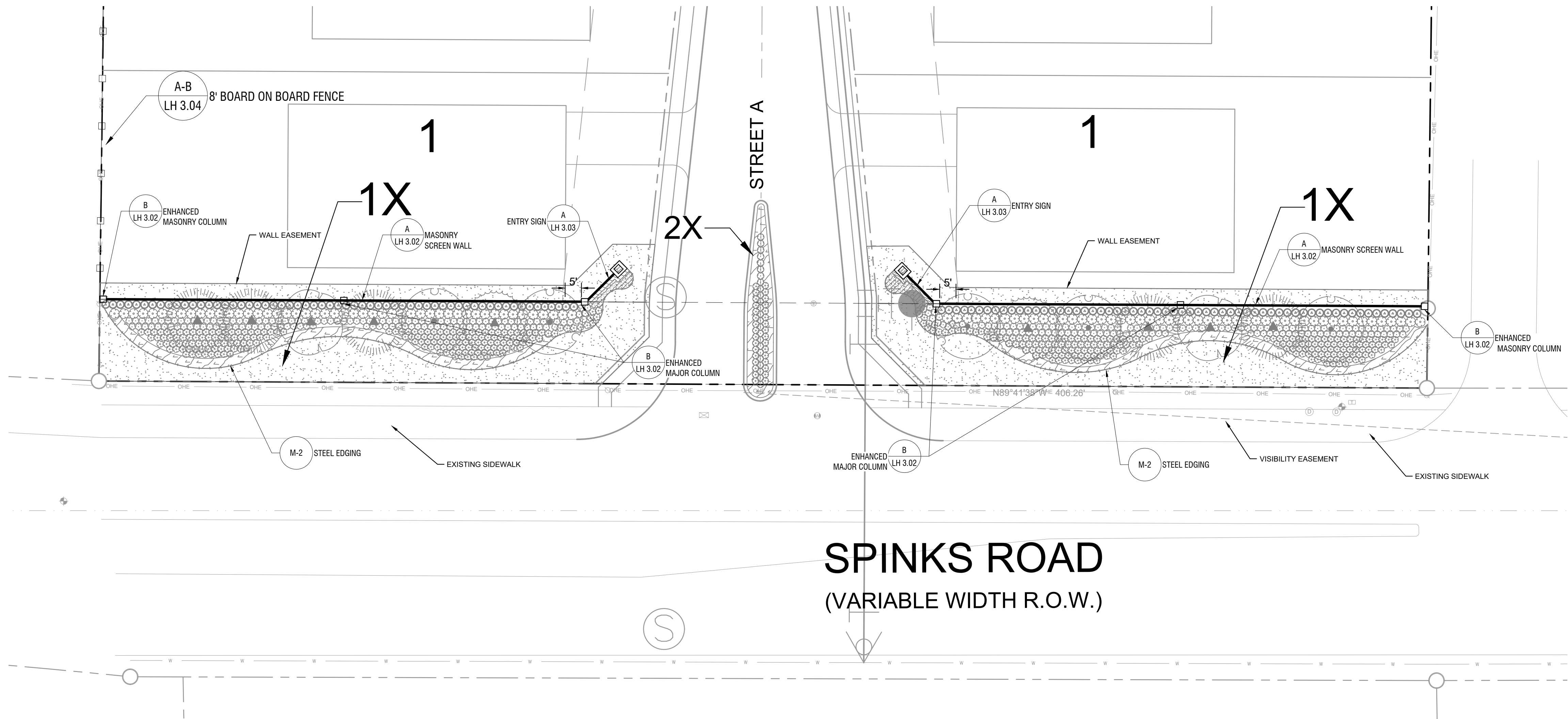
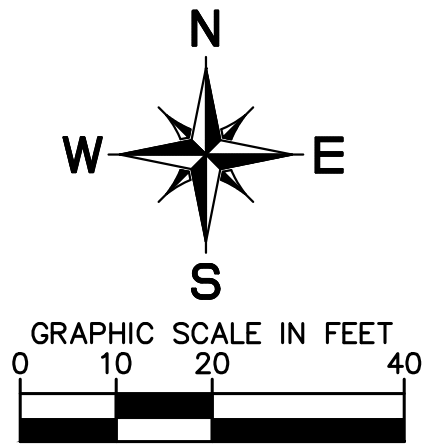
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HARDSCAPE PLAN FOR SMITH TRACT						
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS						
OWNER: Reginald & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell			LANDSCAPE ARCHITECT: Kimley»Horn 6180 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
MER	MER	JRC	AS SHOWN	12/18/2019	068625015	LH 1.02



HARDSCAPE PLAN FOR SMITH TRACT 30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS						
<u>OWNER:</u> Reginald & Karen Smith 1500 Sparks Rd Flower Mound, TX 75028	<u>DEVELOPER:</u> Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell	<u>LANDSCAPE ARCHITECT:</u>  Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA				
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LH 1.03
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	



**HARDSCAPE ENLARGEMENT
FOR
SMITH TRACT**

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

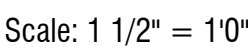
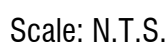
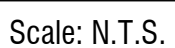
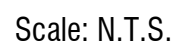
OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LH 2.01
ERB	IERB	CF	AS SHOWN	12/18/2019	068625015	

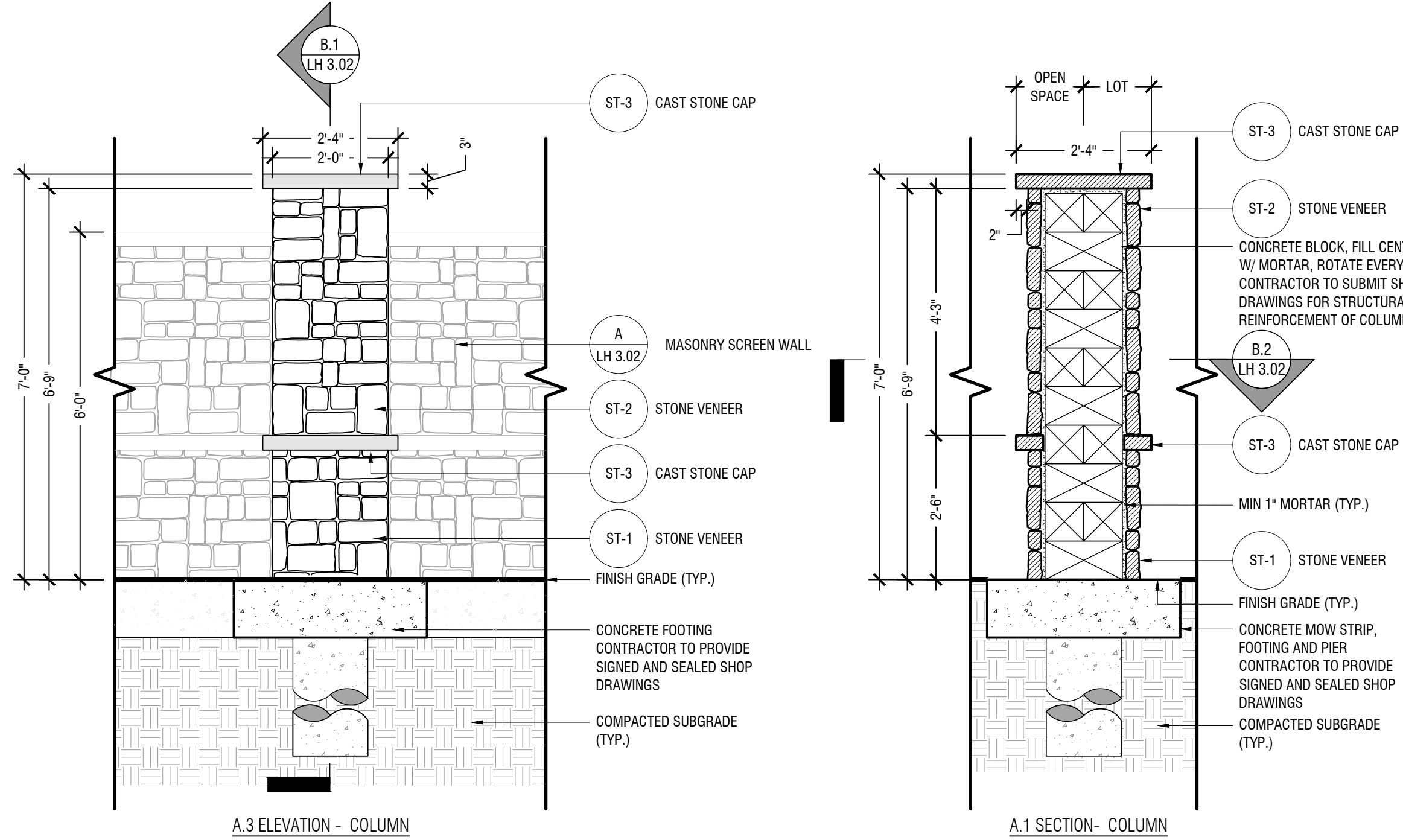
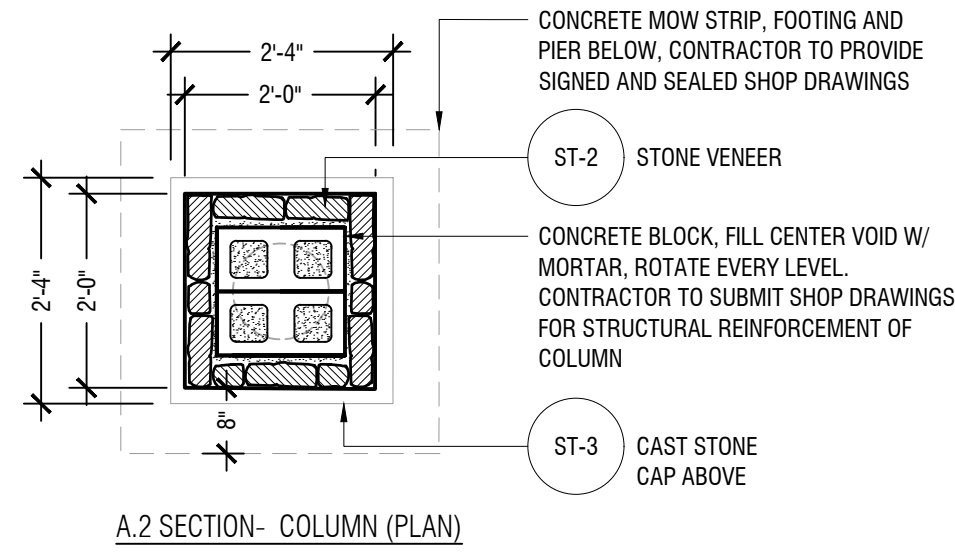
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MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

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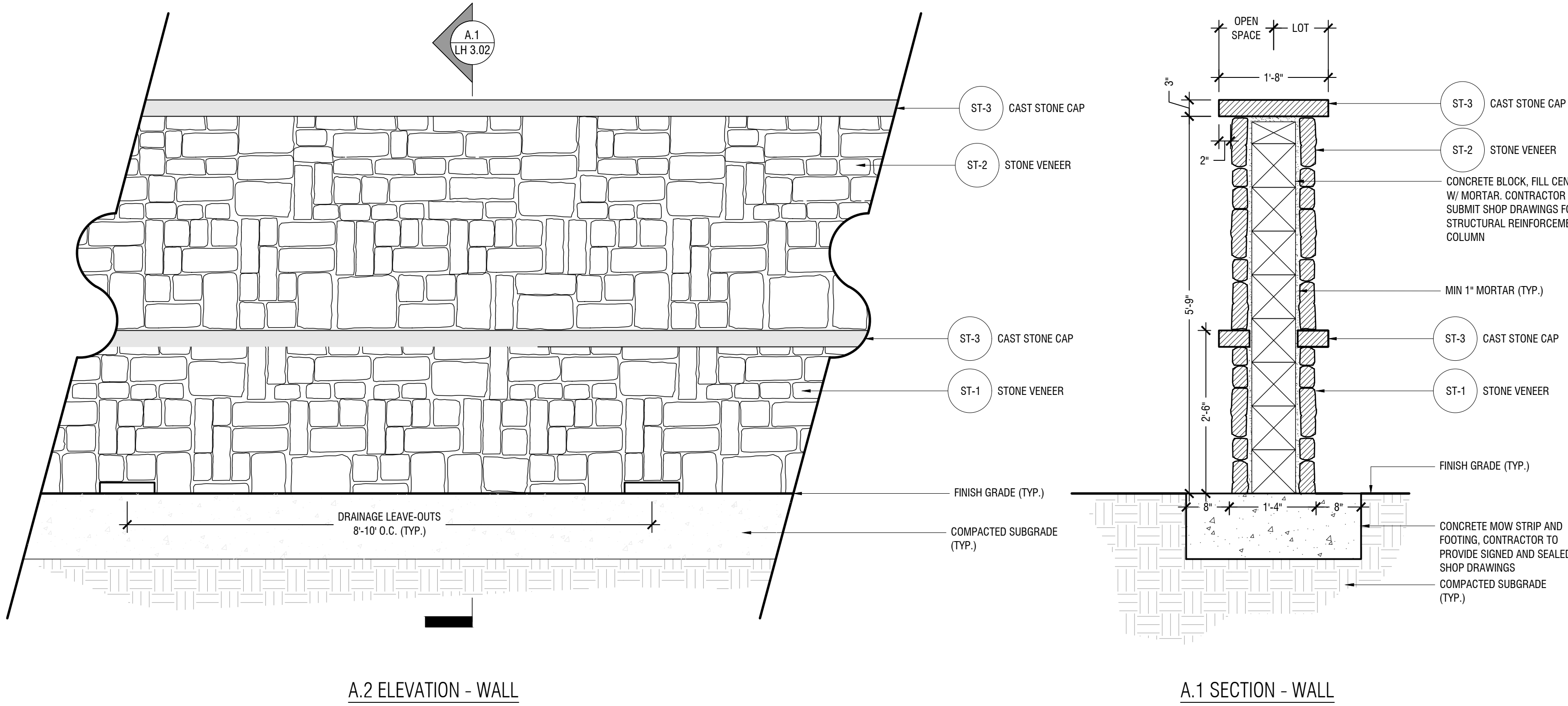
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ENHANCED MASONRY COLUMN

Scale: 1/2" = 1'-0"

B



MASONRY SCREEN WALL

Scale: 3/4" = 1'-0"

A

NOTE: DRAWINGS ARE FOR DESIGN INTENT ONLY. STRUCTURAL DRAWINGS TO BE PROVIDED BY OTHERS. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL.

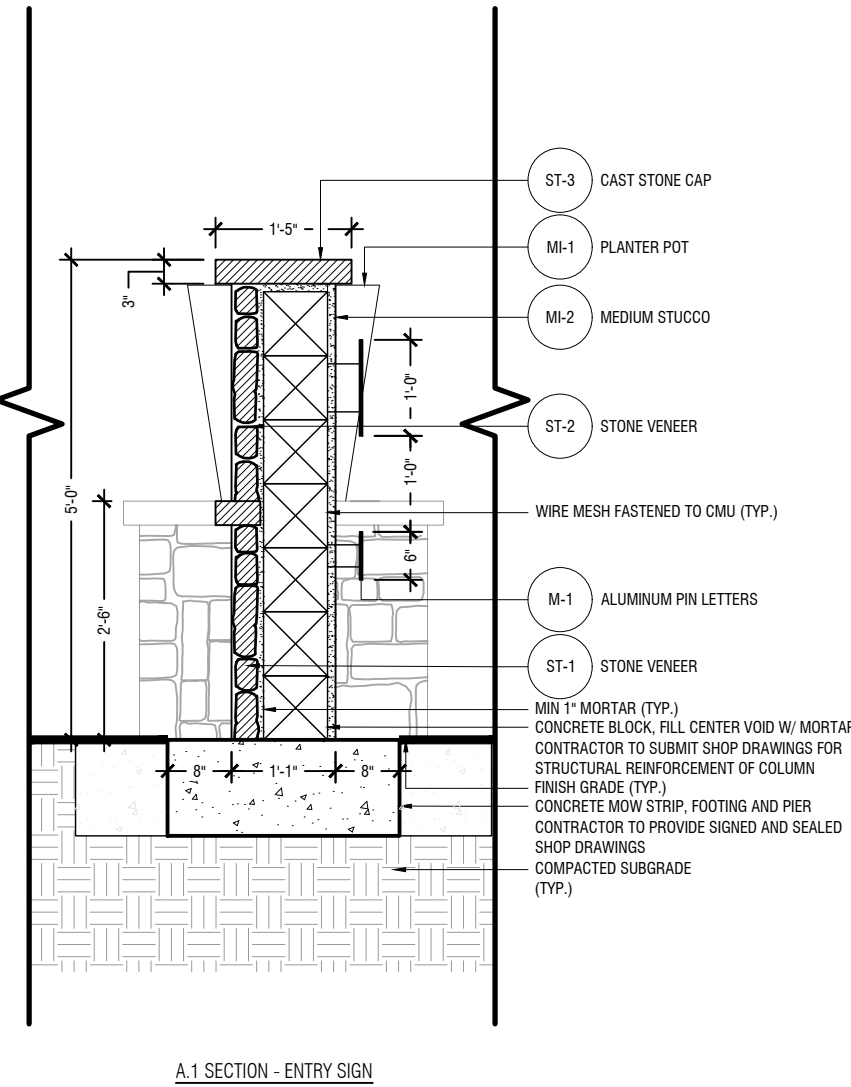
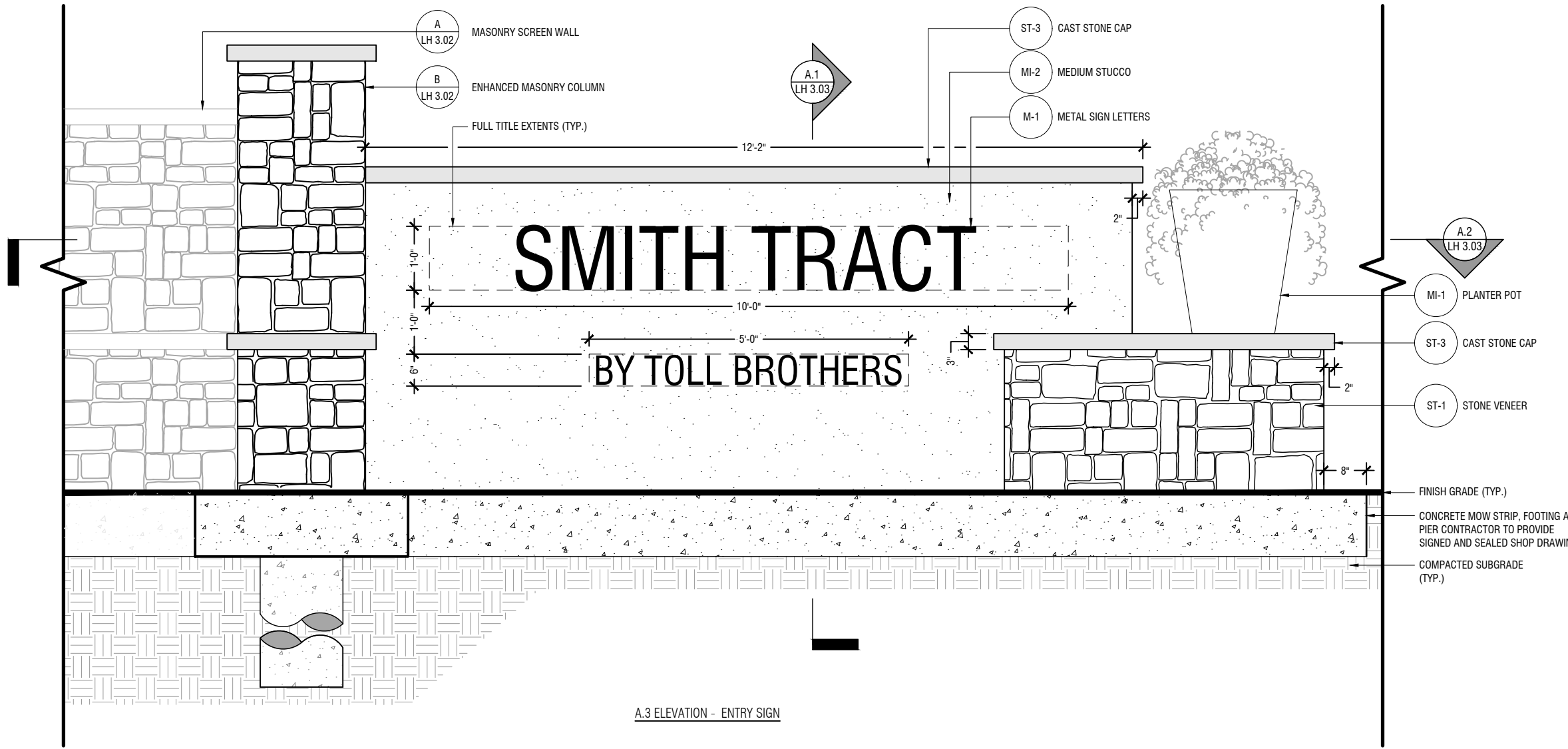
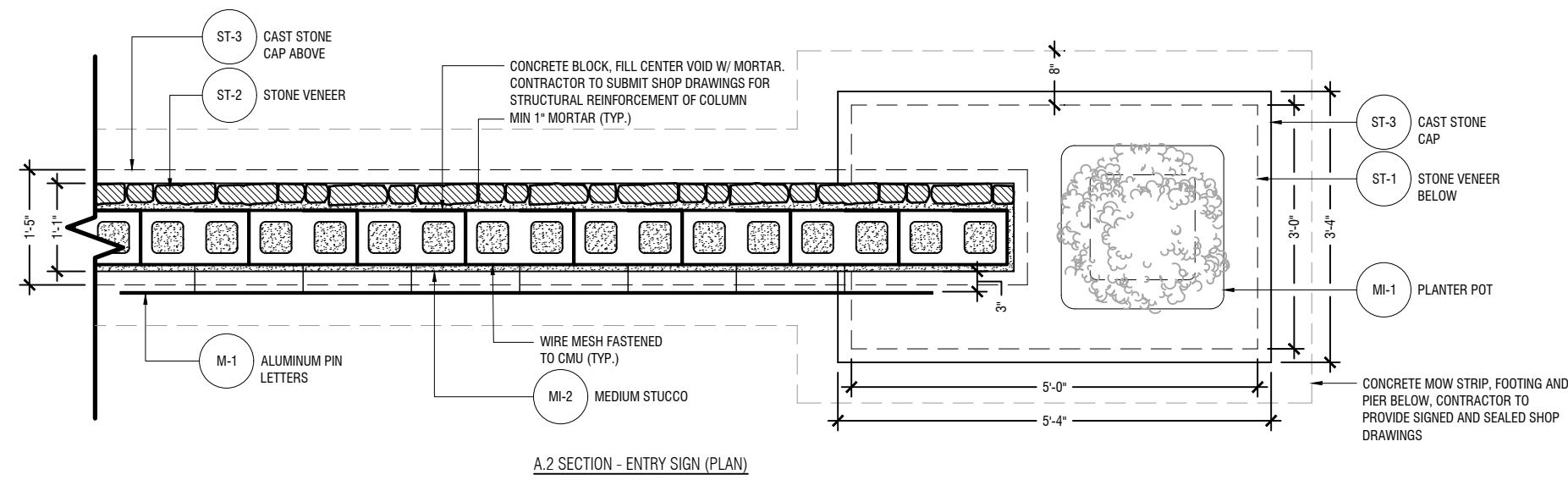
HARDSCAPE DETAILS
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: Reginald & Karen Smith 1900 Sprinks Rd. Flower Mound, TX 75028	DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell	LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA
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DESIGNED MER	DRAWN MER	CHECKED JRC	SCALE AS SHOWN	DATE 12/16/2019	KH PROJECT NO. 068625015	LH 3.02
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NOTE: DRAWINGS ARE FOR DESIGN INTENT ONLY. STRUCTURAL DRAWINGS TO BE PROVIDED BY OTHERS. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL.



ENTRY MONUMENT
Scale: 3/4" = 1'-0"

A

HARDSCAPE DETAILS
FOR
SMITH TRACT

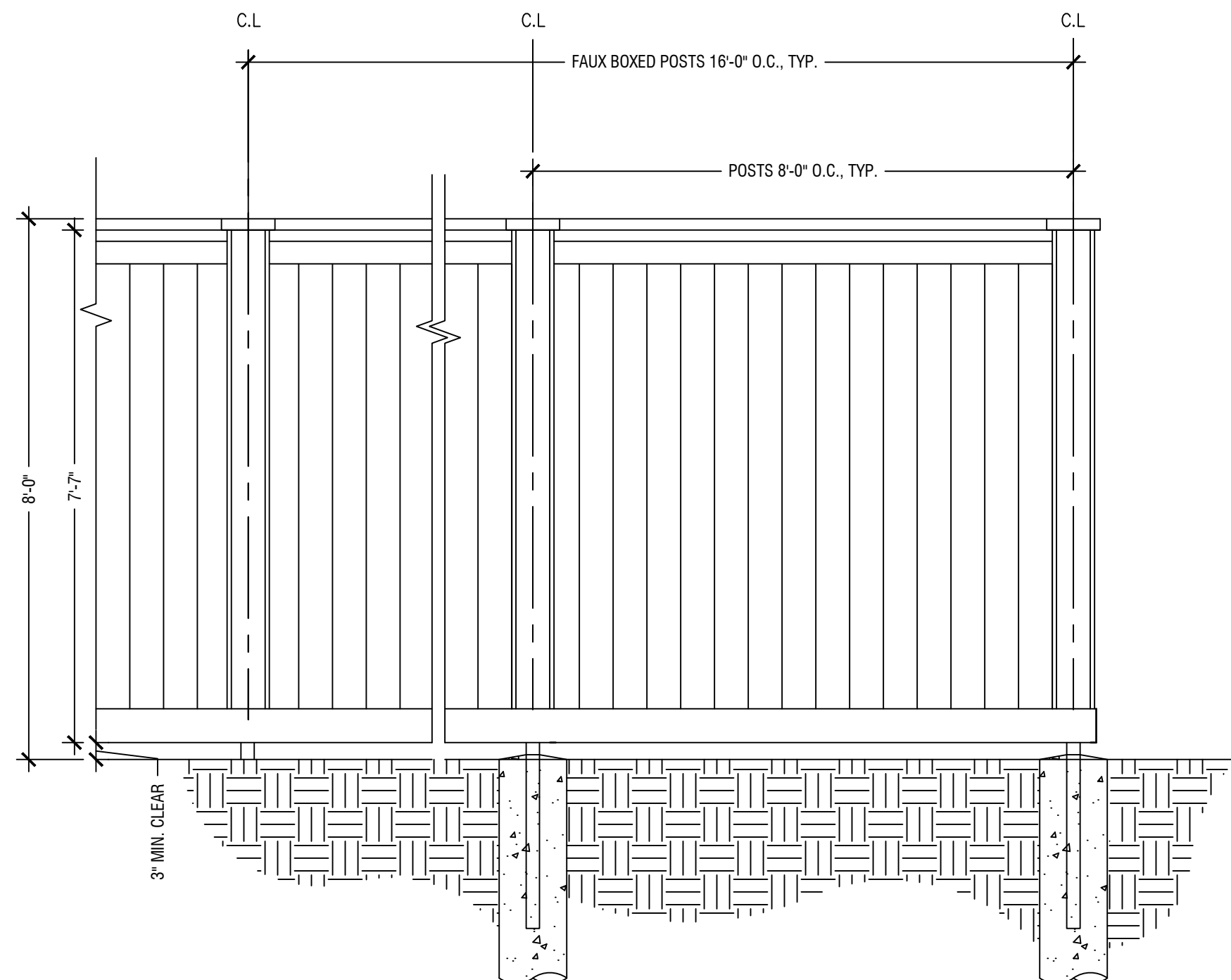
30 RESIDENTIAL LOTS / 4 OPEN SPACES
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W.H. GIBSON SURVEY, ABSTRACT NO. 464
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DESIGNED MER	DRAWN MER	CHECKED JRC	SCALE AS SHOWN	DATE 12/16/2019	KH PROJECT NO. 068625015	LH 3.03
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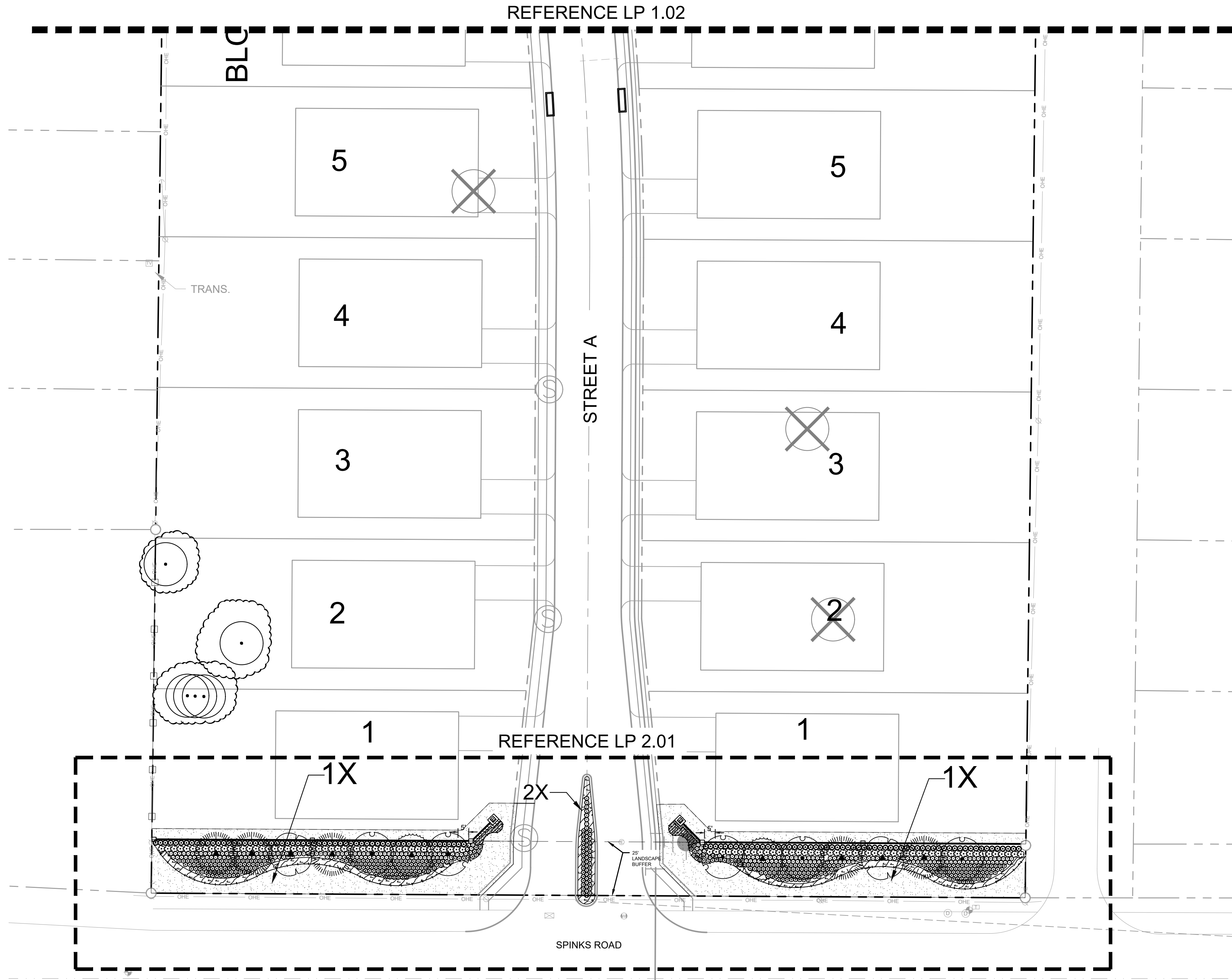
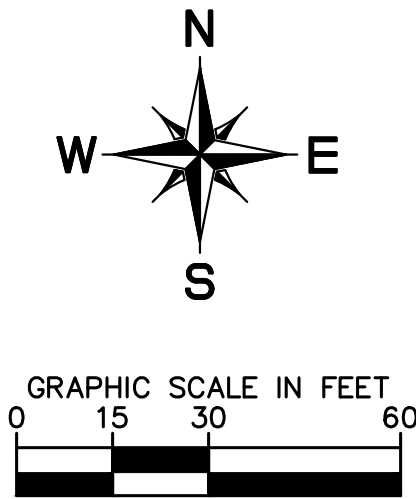


8' Board on Board Wood Fence Elevation

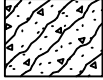
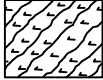
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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	QH	5	Quercus muehlenbergii / Chinkapin Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	QS	5	Quercus shumardii / Shumard Red Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	TD	4	Taxodium distichum / Bald Cypress	3" cal, 14' ht, 5" spr	Full, Straight, Single Leader	
	UC	5	Ulmus crassifolia / Cedar Elm	3" cal, 14' ht, 6" spr	Full, Straight, Single Leader	
	UA	4	Ulmus parvifolia / Lacebark Elm	3" cal, 15' ht, 5" spr	Full, Straight, Single Leader	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	LCS	125	Leucophyllum frutescens 'Compacta' / Compact Texas Sage	24" ht, 24" spr, 36" oc	Full	
	SAL	286	Salvia greggii / Autumn Sage	24" ht, 24" spr, 24" oc	Full	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	CKG	120	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	18" ht, 30" spr, 30" oc	Full	
	MSG	39	Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	36" ht, 30" spr, 36" oc	Full	
	NAS	515	Nassella tenuissima / Mexican Feather Grass	18" ht, 24" spr, 24" oc	Full	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	SPACING	REMARKS
	ANN	247	Annual Plants / Seasonal Color	8" ht, 8" spr, 8" o.c.	8" o.c.	To be selected by owner and changed seasonally. 1 gallon minimum
	EUF	1,467	Euonymus fortunei 'Coloratus' / Purple-leaf Winter Creeper	8" ht, 8" spr, 12" oc	12" o.c.	Full, 1 gallon min.
	LEM	36	Liriope muscari 'Emerald Goddess' / Emerald Goddess Liriope	12" ht, 12" spr, 12" oc	12" o.c.	Full, 1 gallon min.
MISCELLANEOUS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS		
	SOD	TBD	Cynodon dactyoni/ Common Bermuda	Solid sod rolled tight with sand filled joints, 100% weed, disease, and pest free		
	MULCH	TBD	Shredded Hardwood Mulch	3" depth, dark brown in color, all trees in sod to receive 4" dia mulch ring		

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATION PROVIDED.

TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS - RESIDENTIAL LOT		
CATEGORY	REQUIRED	PROVIDED
STREET BUFFER TREES - SPINKS ROAD (1 TREE PER 30 FEET OF LINEAR FRONTAGE 406 LF / 30 LF = 14 TREES)	14 TREES	14 TREES

NOTE: ALL SOD AREAS ARE TO BE PERMANENTLY IRRIGATED WITH OVERHEAD SPRAYS. ALL SHRUBS AND GROUND COVER ARE TO BE PERMANENTLY IRRIGATED WITH DRIP IRRIGATION. ALL TREES ARE TO BE PERMANENTLY IRRIGATED WITH BUBBLERS. A RAIN/ FREEZE SENSOR WILL BE PROVIDED.

LANDSCAPE PLAN
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

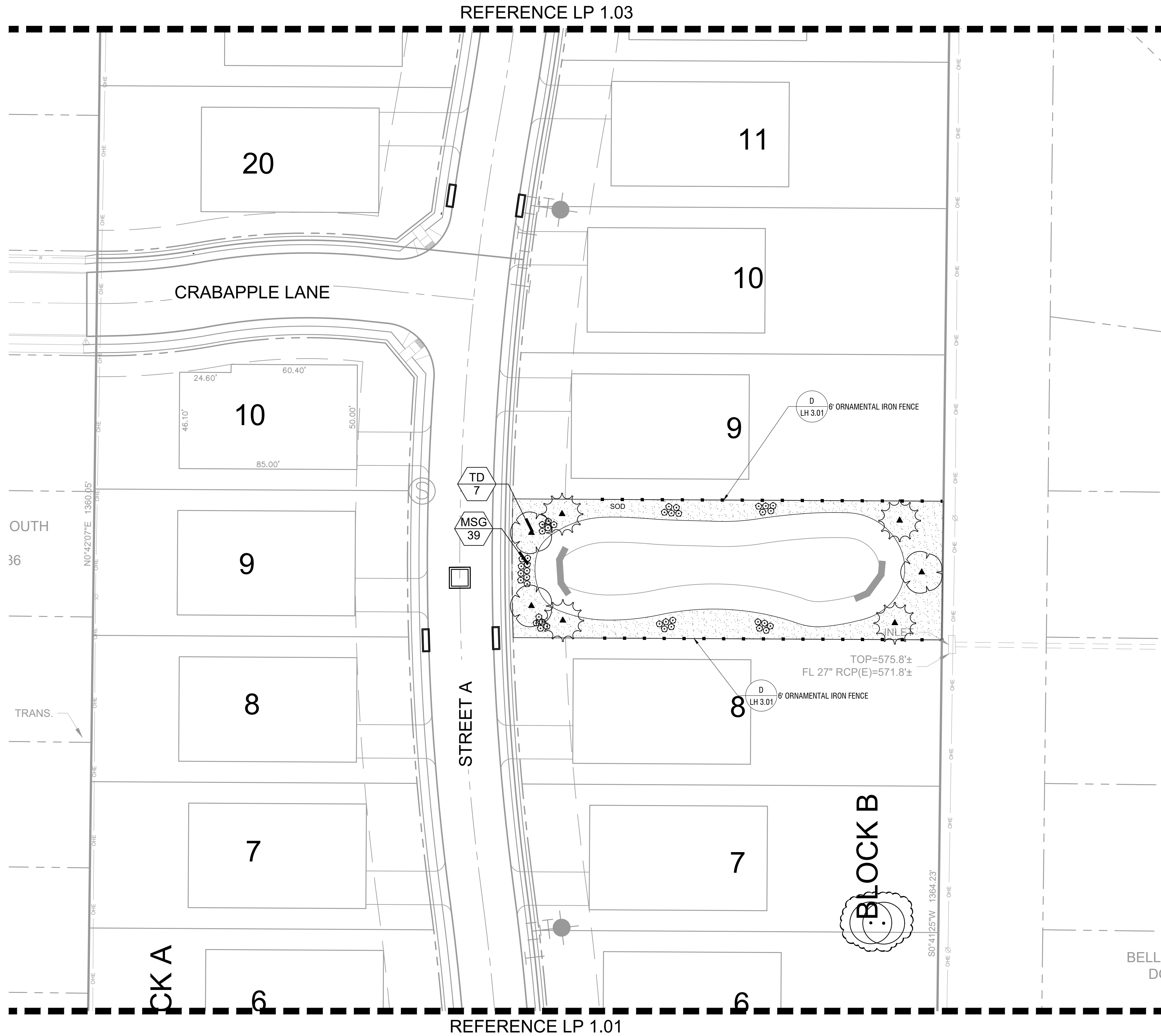
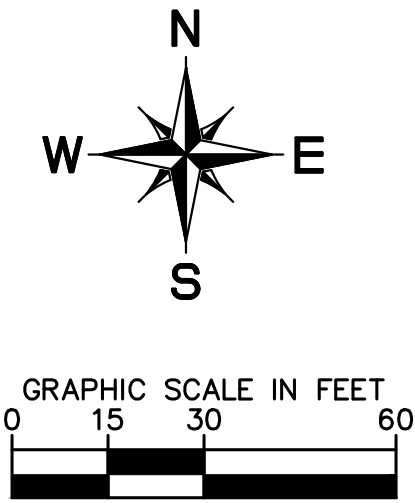
OWNER:
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Tel: (817) 329-7973
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LANDSCAPE ARCHITECT:
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6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LP 1.01
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

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	EUF	1,467	Euonymus fortunei 'Coloratus' / Purple-leaf Winter Creeper	8" ht, 8" spr, 12" oc	12" o.c.	Full, 1 gallon min.
	LEM	36	Liriope muscari 'Emerald Goddess' / Emerald Goddess Liriope	12" ht, 12" spr, 12" oc	12" o.c.	Full, 1 gallon min.
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	MULCH	TBD	Shredded Hardwood Mulch	3" depth, dark brown in color, all trees in sod to receive 4' dia mulch ring		

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OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

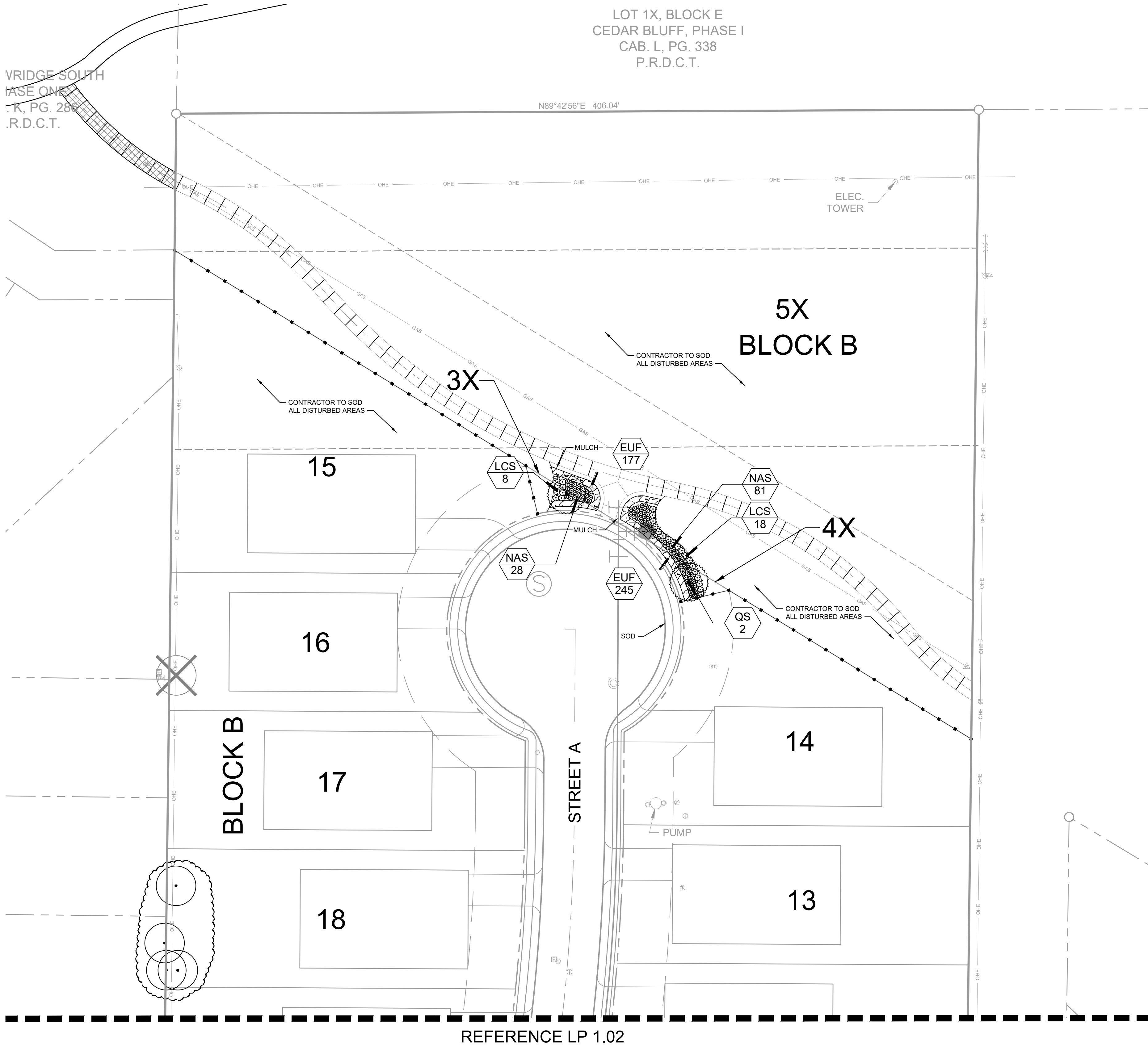
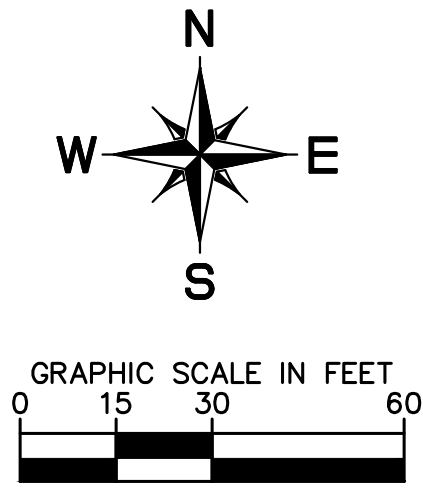
OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

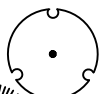
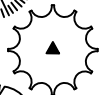
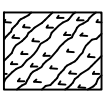
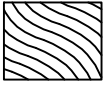
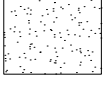
LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LP 1.02
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

NOTED BY: ROBREN MARIE 6/20/2019 4:57 PM
DESIGNED BY: JIMMY SMITH, 2/19/2019
LAST SAVED: 4/8/2020 6:04 PM
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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	QH	5	Quercus muhlenbergii / Chinkapin Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	QS	5	Quercus shumardii / Shumard Red Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	TD	4	Taxodium distichum / Bald Cypress	3" cal, 14' ht, 5' spr	Full, Straight, Single Leader	
	UC	5	Ulmus crassifolia / Cedar Elm	3" cal, 14' ht, 6" spr	Full, Straight, Single Leader	
	UA	4	Ulmus parvifolia / Lacebark Elm	3" cal, 15' ht, 5' spr	Full, Straight, Single Leader	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	LCS	125	Leucophyllum frutescens 'Compacta' / Compact Texas Sage	24" ht, 24" spr, 36" oc	Full	
	SAL	286	Salvia greggii / Autumn Sage	24" ht, 24" spr, 24" oc	Full	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	CKG	120	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	18" ht, 30" spr, 30" oc	Full	
	MSG	39	Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	36" ht, 30" spr, 36" oc	Full	
	NAS	515	Nassella tenuissima / Mexican Feather Grass	18" ht, 24" spr, 24" oc	Full	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	SPACING	REMARKS
	ANN	247	Annual Plants / Seasonal Color	8" ht, 8" spr, 8" o.c.	8" o.c.	To be selected by owner and changed seasonally. 1 gallon minimum
	EUF	1,467	Euonymus fortunei 'Coloratus' / Purple-leaf Winter Creeper	8" ht, 8" spr, 12" oc	12" o.c.	Full, 1 gallon min.
	LEM	36	Liriope muscari 'Emerald Goddess' / Emerald Goddess Liriope	12" ht, 12" spr, 12" oc	12" o.c.	Full, 1 gallon min.
MISCELLANEOUS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS		
	SOD	TBD	Cynodon dactylon/ Common Bermuda	Solid sod rolled tight with sand filled joints, 100% weed, disease, and pest free		
	MULCH	TBD	Shredded Hardwood Mulch	3" depth, dark brown in color, all trees in sod to receive 4' dia mulch ring		

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATION PROVIDED.

TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS - RESIDENTIAL LOT		
CATEGORY	REQUIRED	PROVIDED
STREET BUFFER TREES - SPINKS ROAD (1 TREE PER 30 FEET OF LINEAR FRONTAGE 406 LF / 30 LF = 14 TREES)	14 TREES	14 TREES

NOTE: ALL SOD AREAS ARE TO BE PERMANENTLY IRRIGATED WITH OVERHEAD SPRAYS. ALL SHRUBS AND GROUND COVER ARE TO BE PERMANENTLY IRRIGATED WITH DRIP IRRIGATION. ALL TREES ARE TO BE PERMANENTLY IRRIGATED WITH BUBBLERS. A RAIN/ FREEZE SENSOR WILL BE PROVIDED.

LANDSCAPE PLAN
FOR
SMITH TRACT

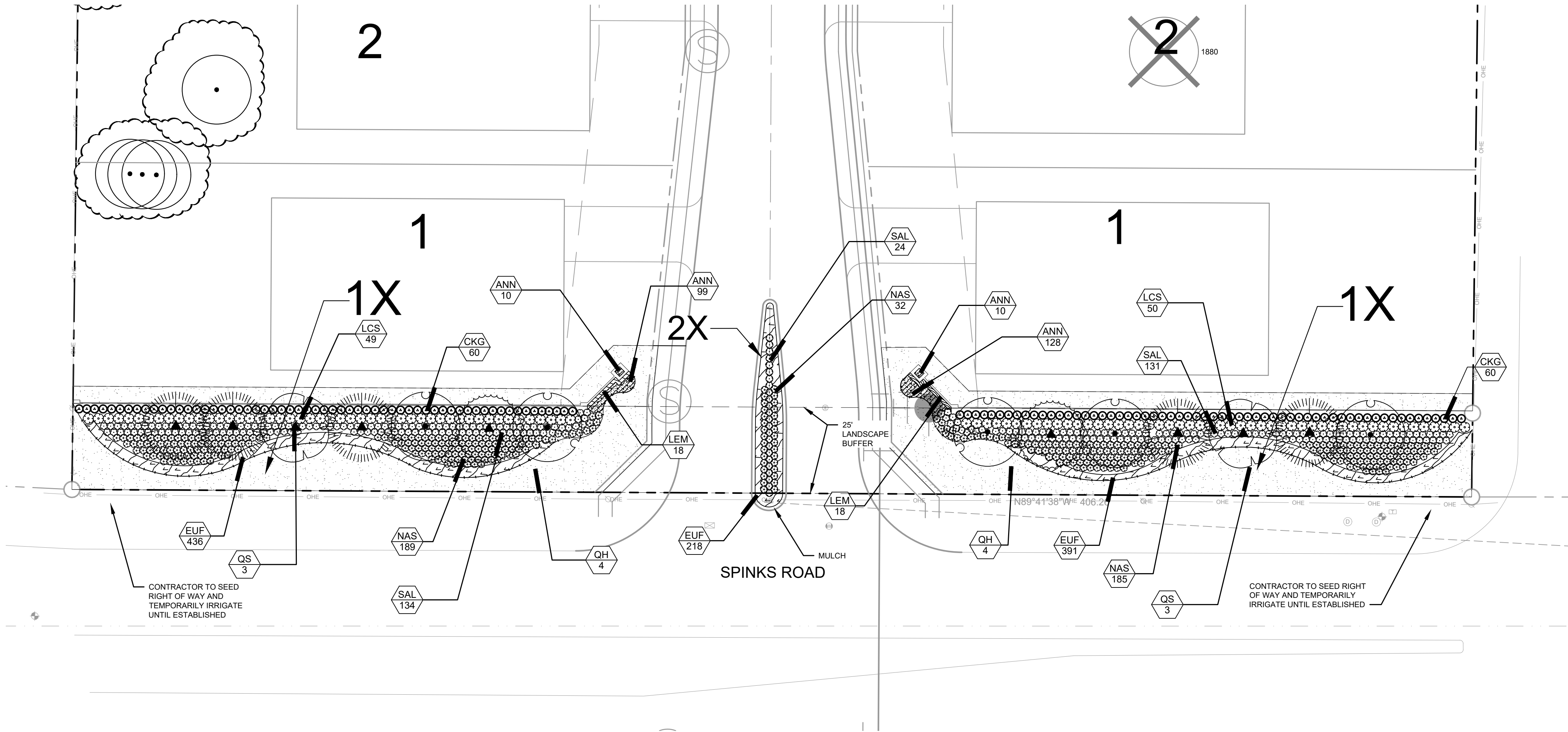
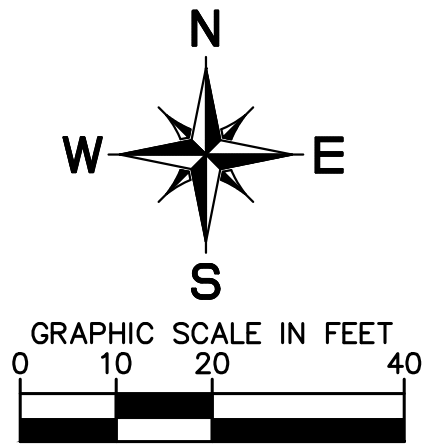
30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

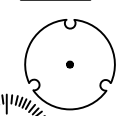
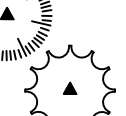
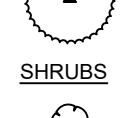
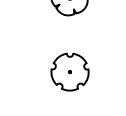
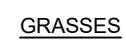
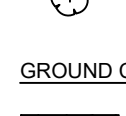
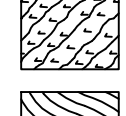
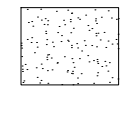
DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LP 1.03
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
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NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD. NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATION PROVIDED.

NOTED BY: ROBBERSON, MARIE 6/20/2019 4:09 PM
DRAWN BY: ROBBERSON, MARIE 6/20/2019 4:09 PM
LAST SAVED: 22/06/2019 4:42 PM

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LANDSCAPE ENLARGEMENT
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

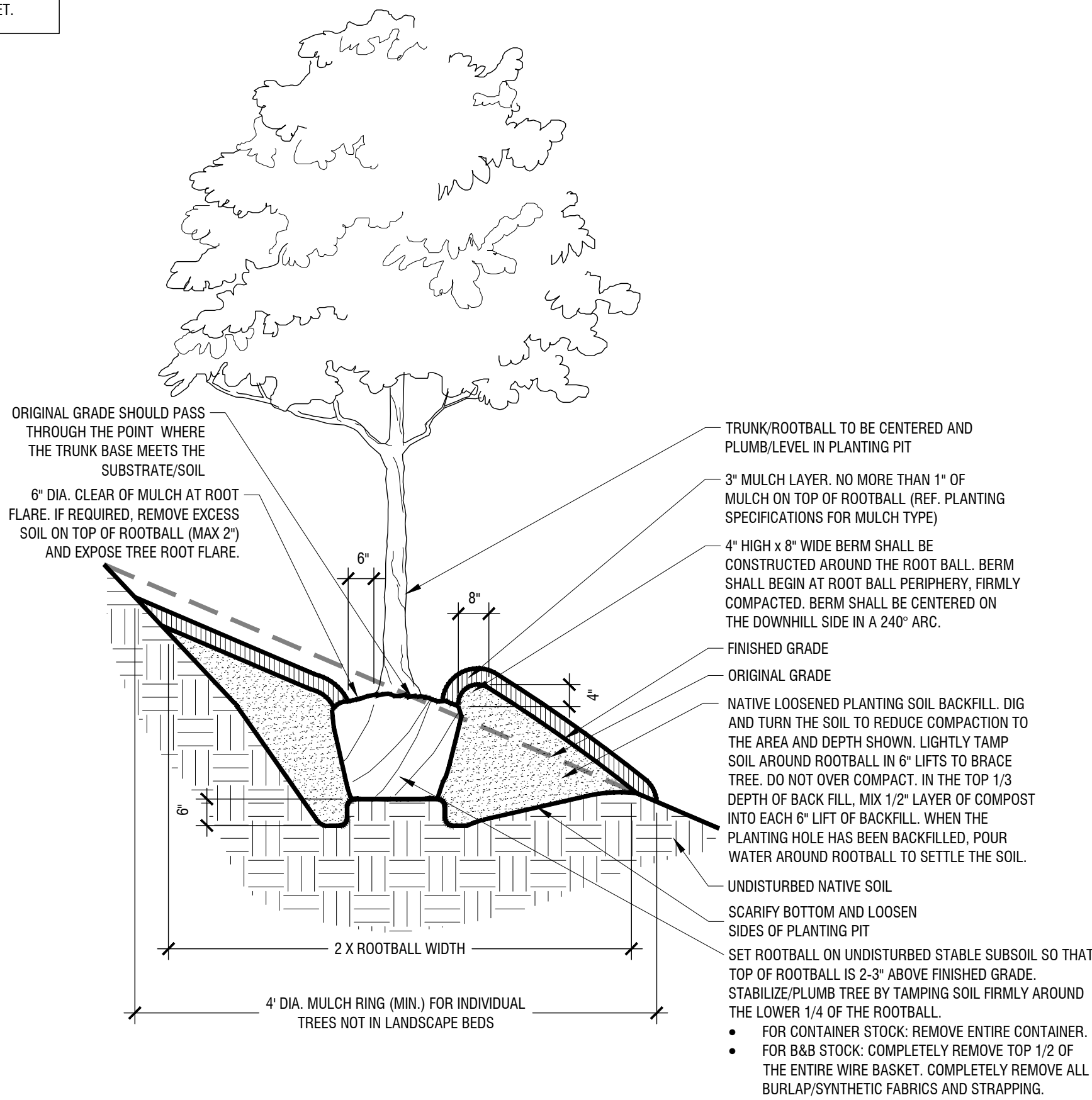
OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robbers, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LP 2.01
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

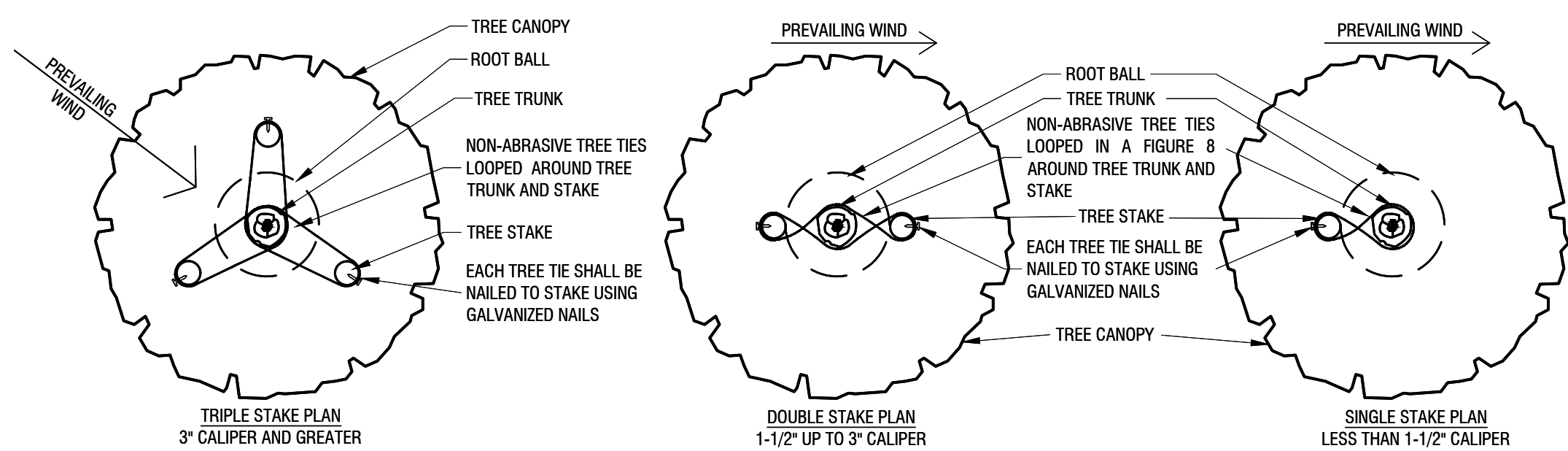
NOTES:
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. REF. TREE STAKING DETAIL THIS SHEET.



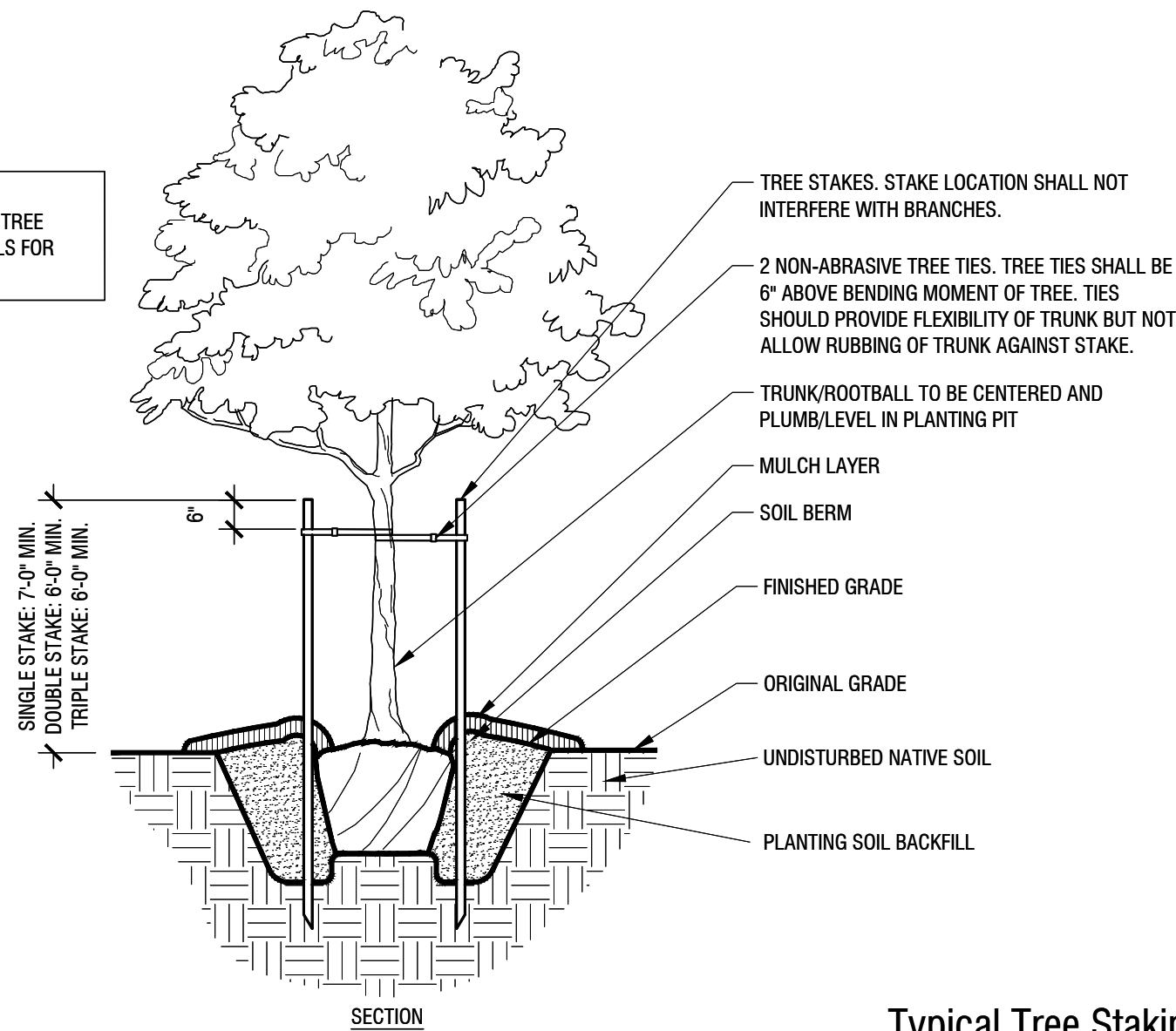
Tree Planting On 5-25% Slopes (20:1 to 4:1 Slopes)

Scale: NTS

D



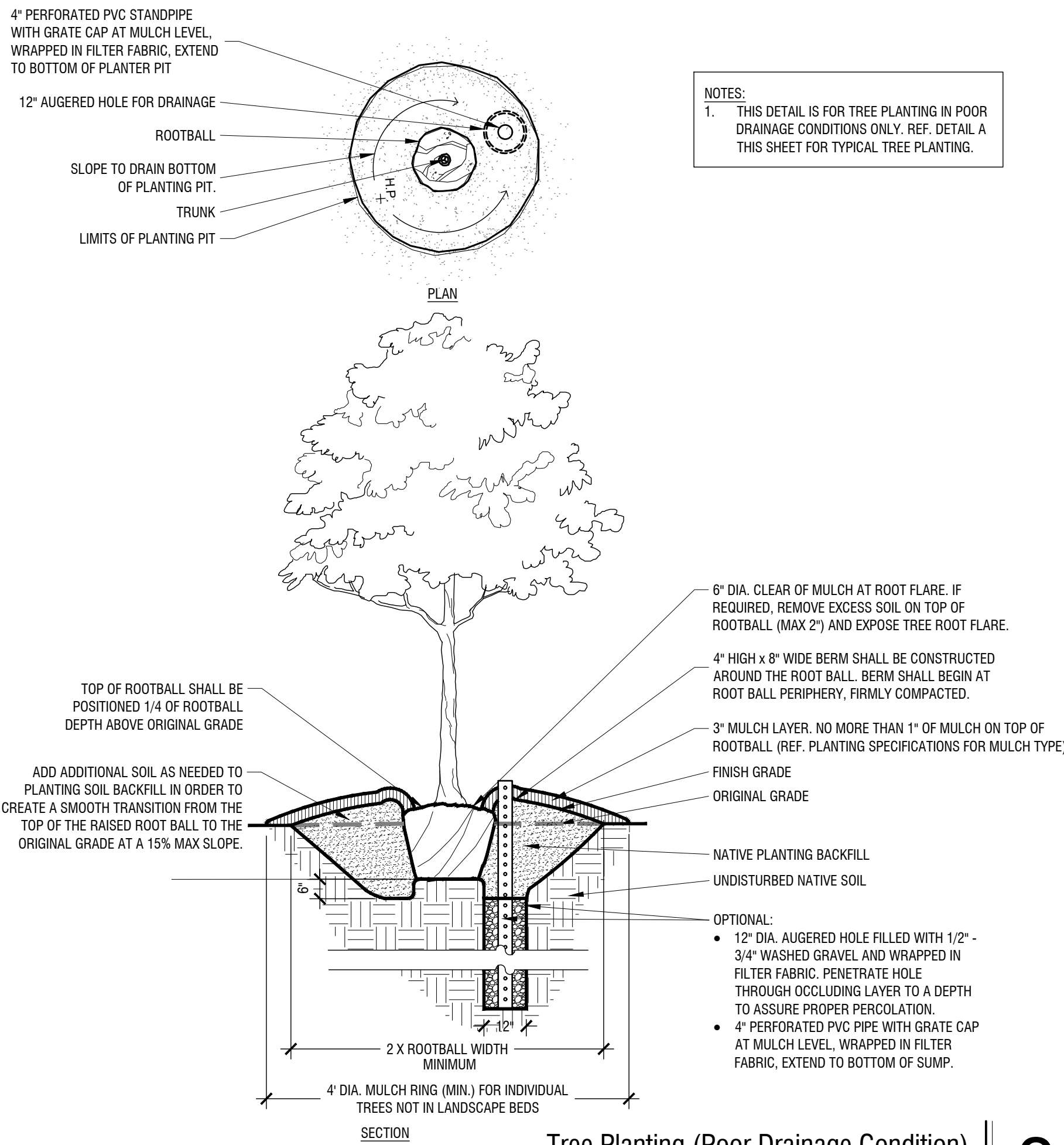
NOTES:
1. THIS DETAIL IS FOR ABOVE GRADE TREE STAKING ONLY. REF. OTHER DETAILS FOR TYPICAL TREE PLANTING.



Typical Tree Staking

Scale: NTS

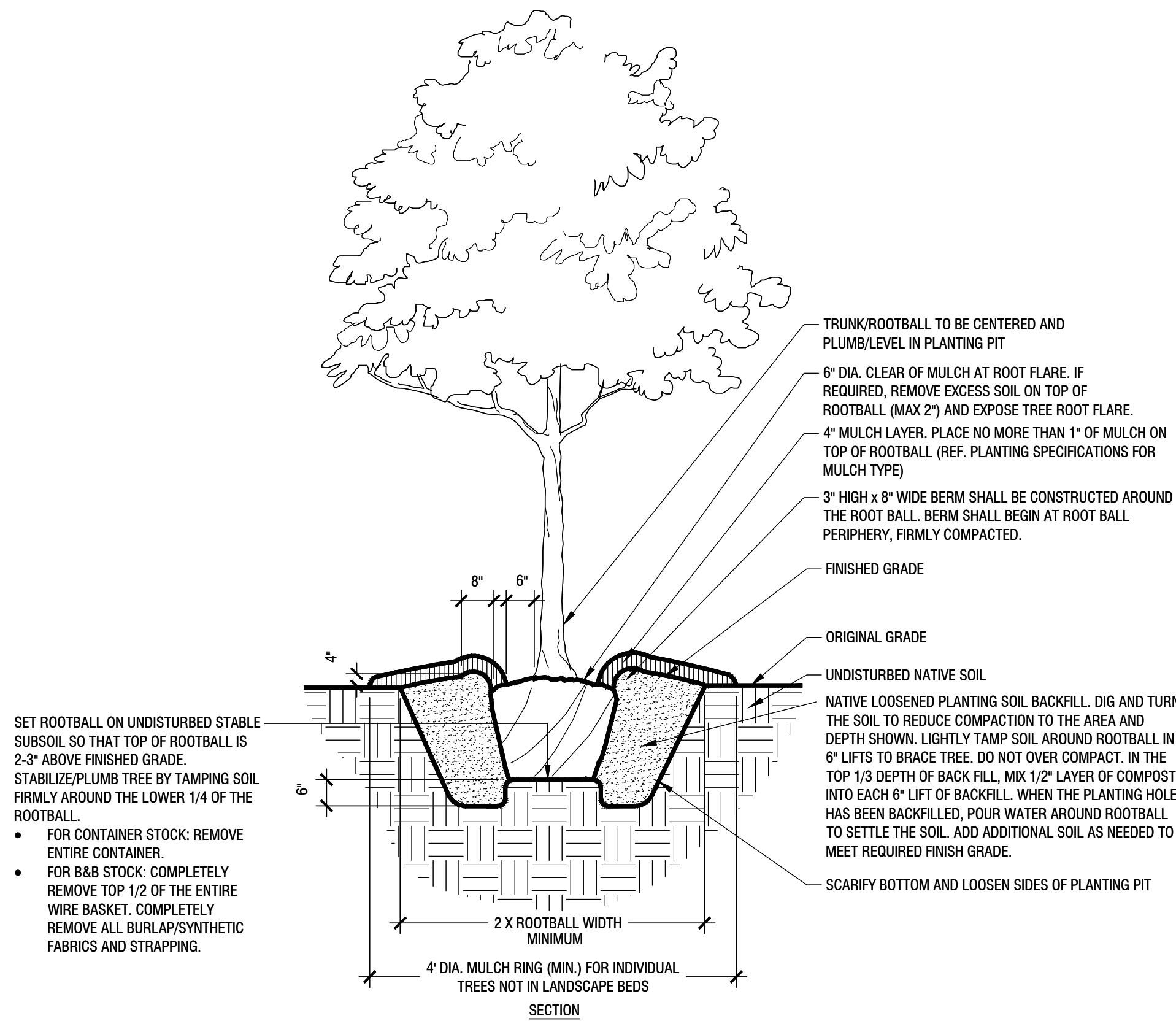
B



Tree Planting (Poor Drainage Condition)

Scale: NTS

C



Typical Tree Planting (Up to 3" Caliper)

Scale: NTS

A

NOTE:
NO TREE SHALL BE SHEARED. ONLY NATURAL GROWTH ALLOWED.

LANDSCAPE DETAILS
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES

OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

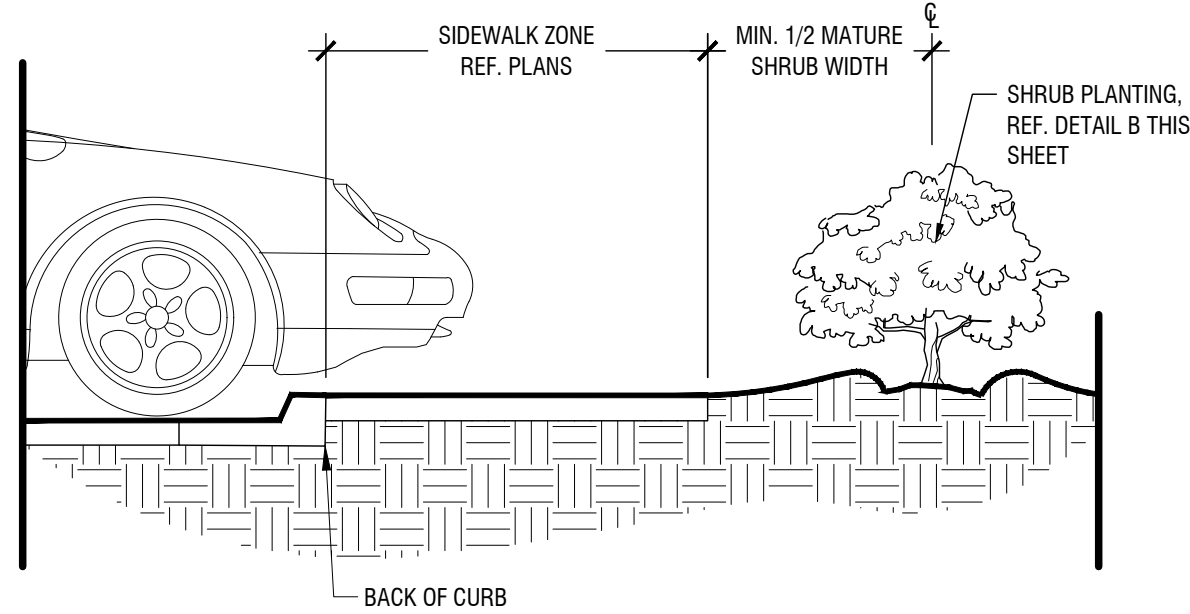
OWNER:
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Flower Mound, TX 75028

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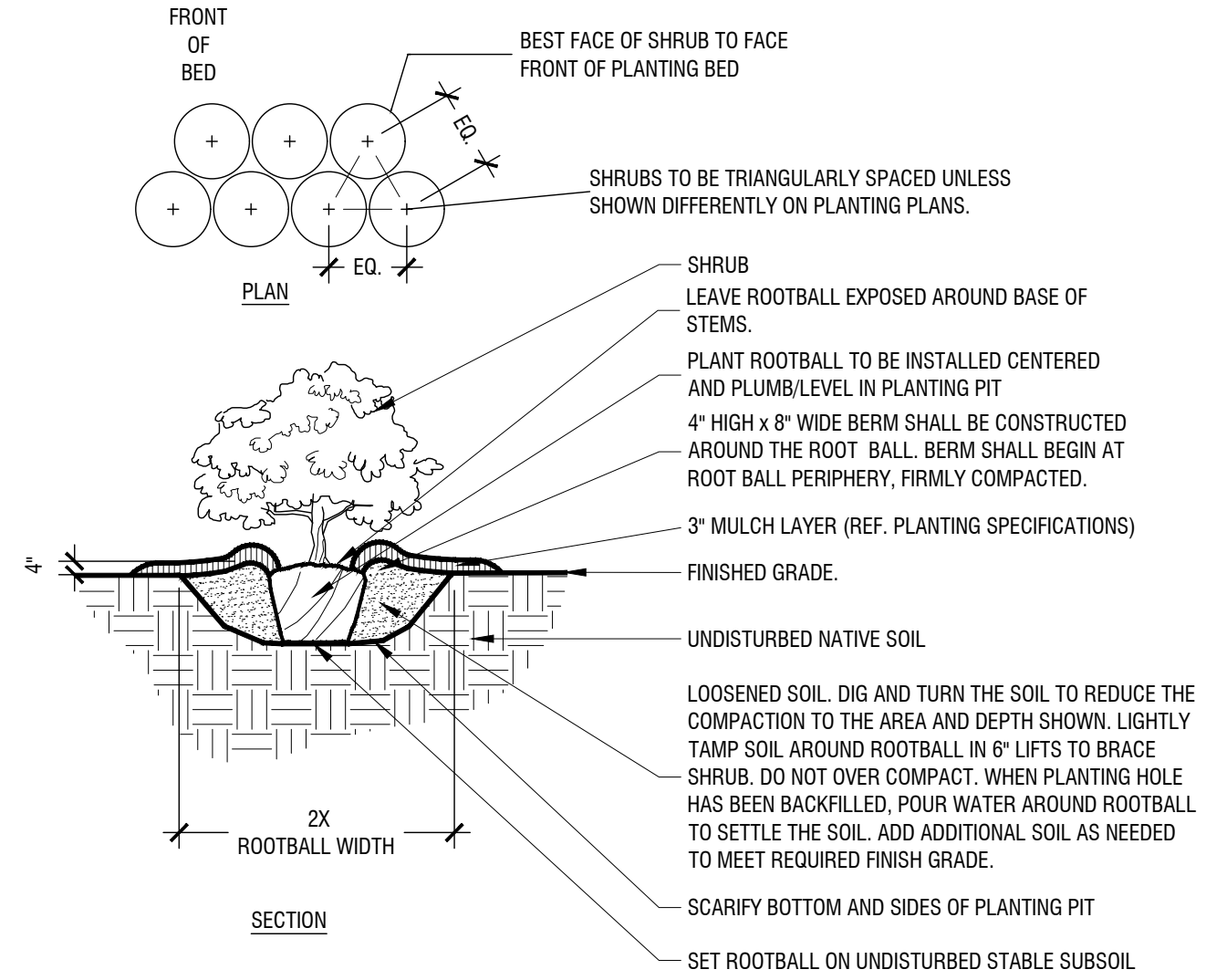
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO	LP 3.01
ERB	IERB	CF	AS SHOWN	12/16/2019	068625015	

- NOTES:
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 2. REF. PLANTING SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.
 3. WHEN SHRUBS ARE MASSED TOGETHER WITH GROUNDCOVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)



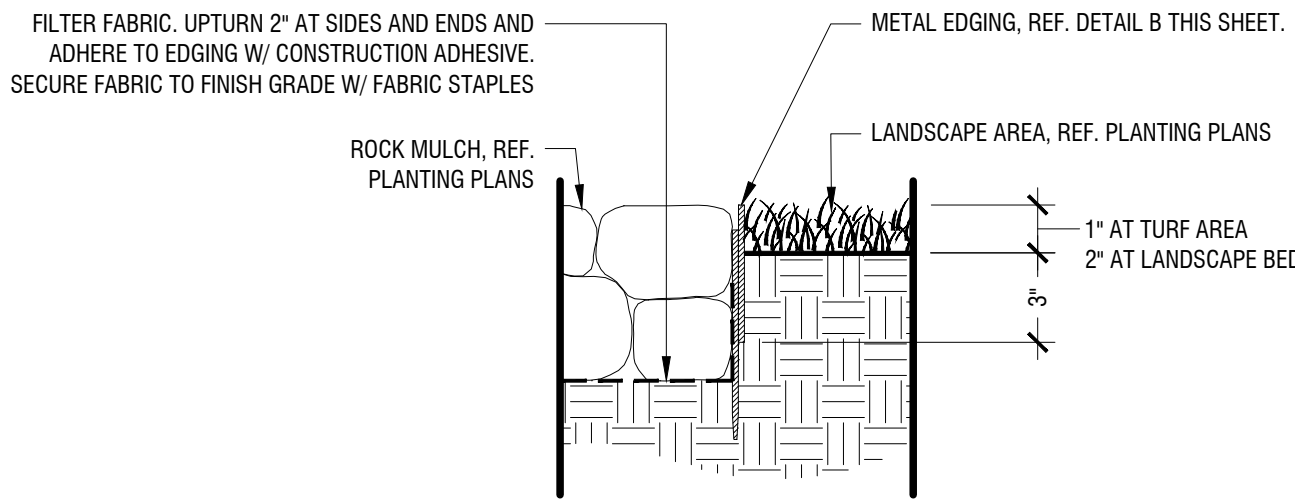
Shrub Planting at Sidewalk

Scale: NTS



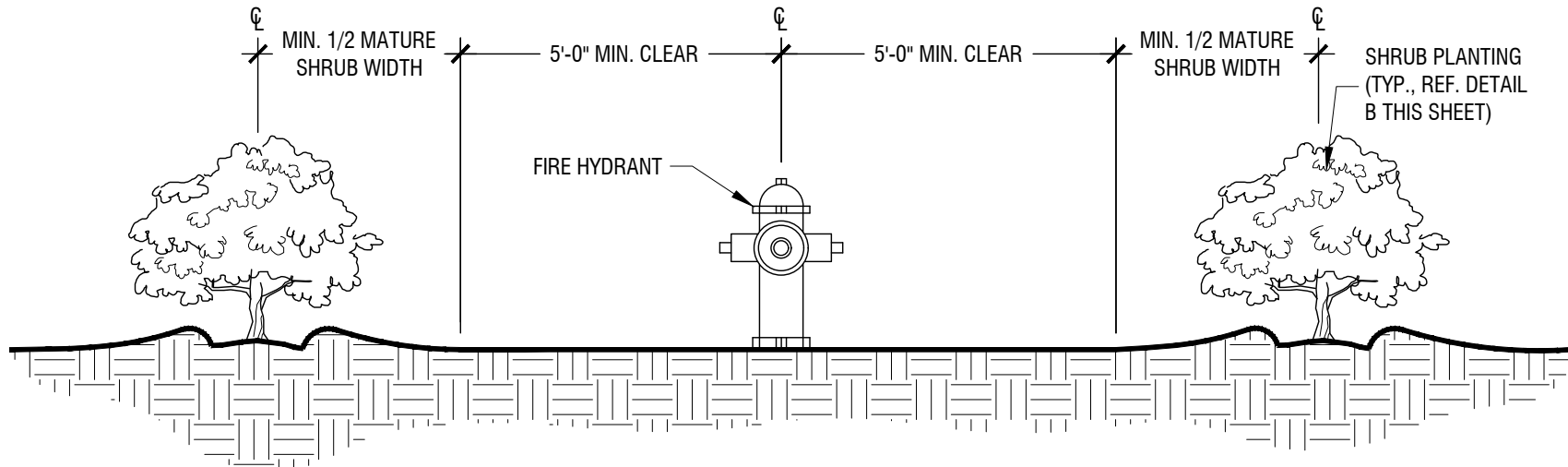
Typical Shrub Planting

Scale: NTS



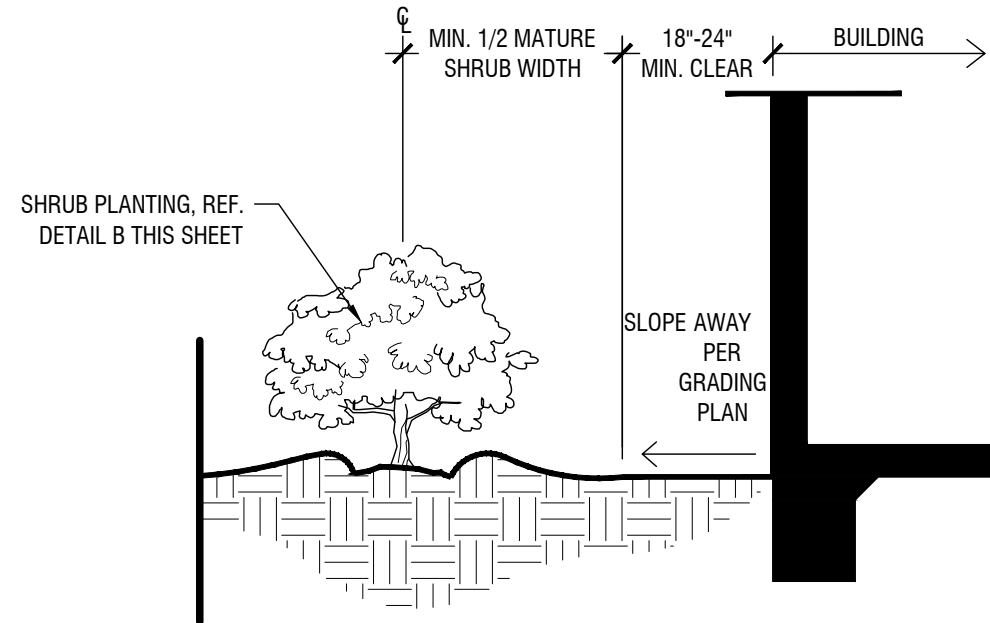
Metal Edging (at Rock Cobble Bed)

Scale: 1 1/2" = 1'-0"



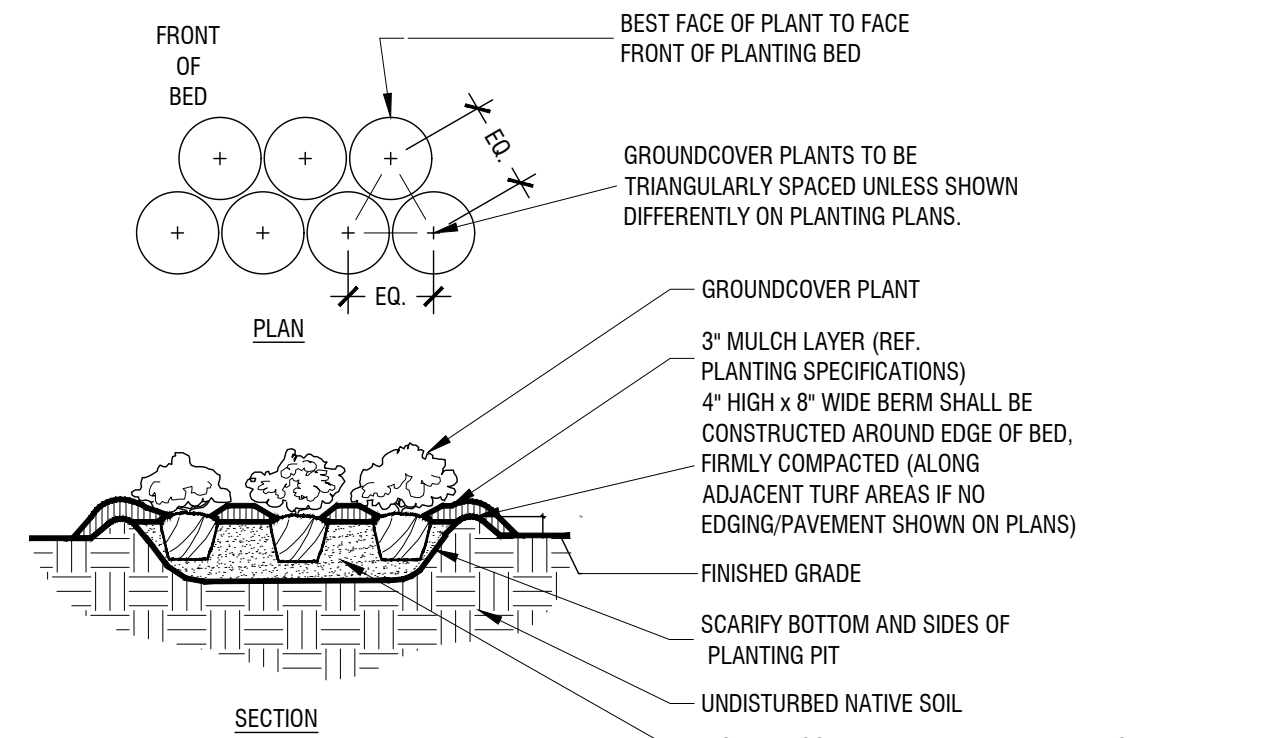
Shrub Planting at Fire Hydrant

Scale: NTS



Shrub Planting at Building Edge

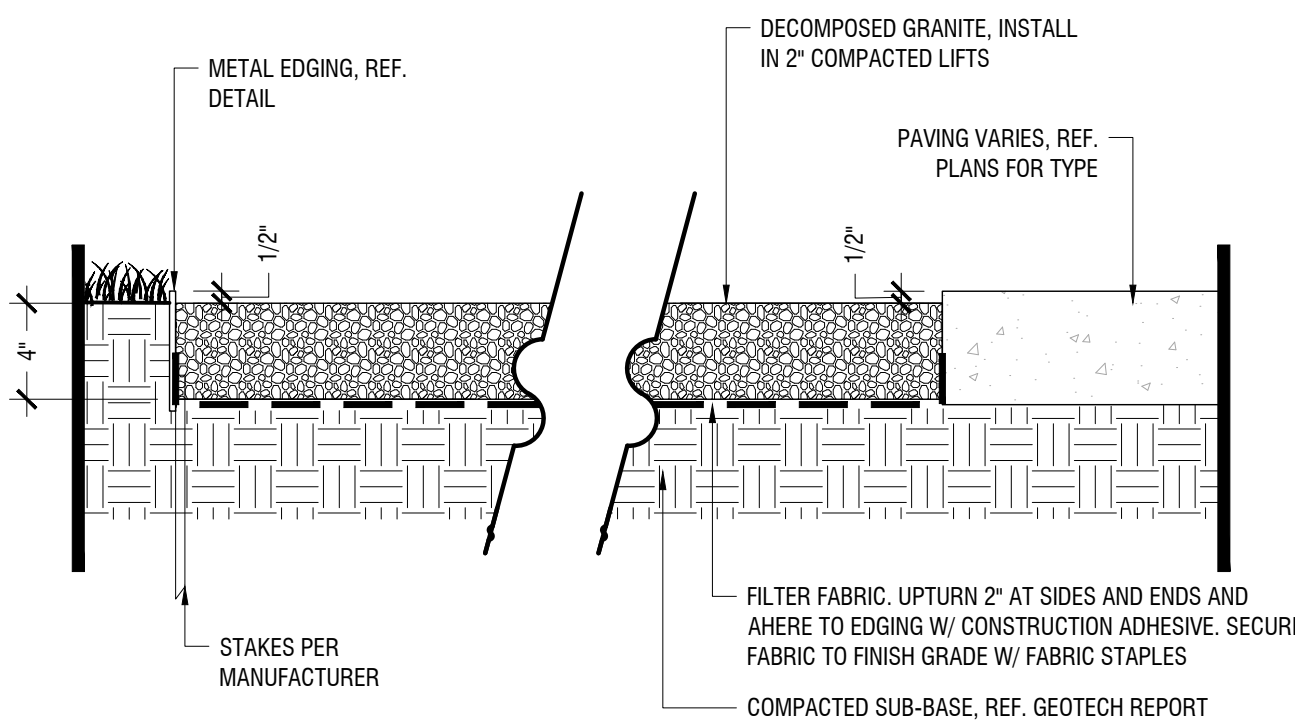
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Typical Groundcover Planting

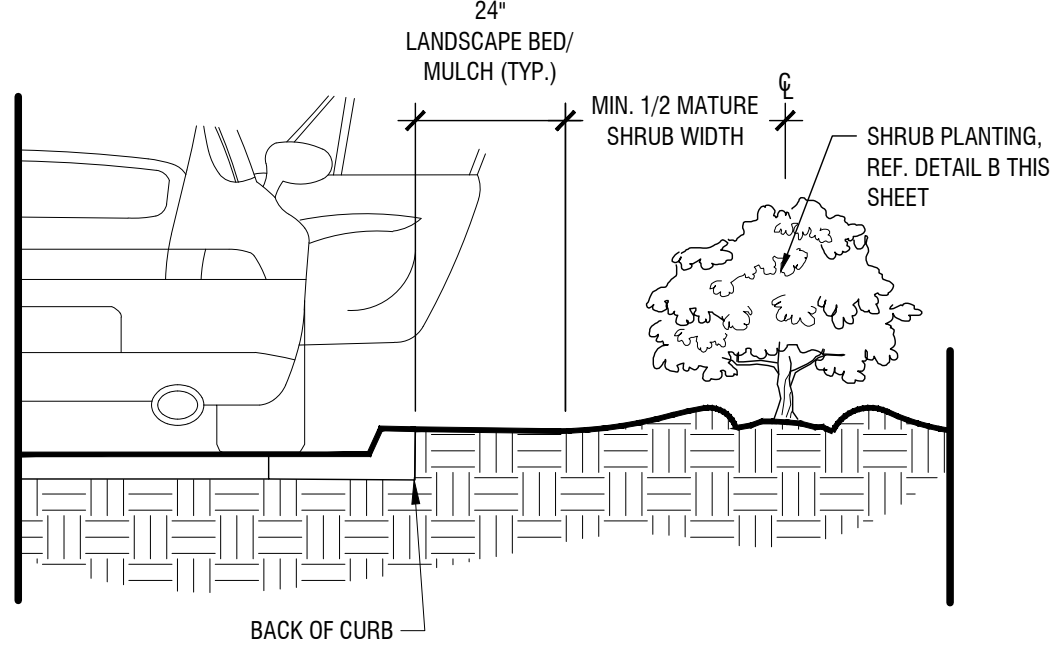
Scale: NTS

- NOTES
1. EDGING SHALL NOT BE INSTALLED ADJACENT TO SIDEWALKS.
 2. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL OR RECESS ENDS TO PREVENT TRIP HAZARDS.



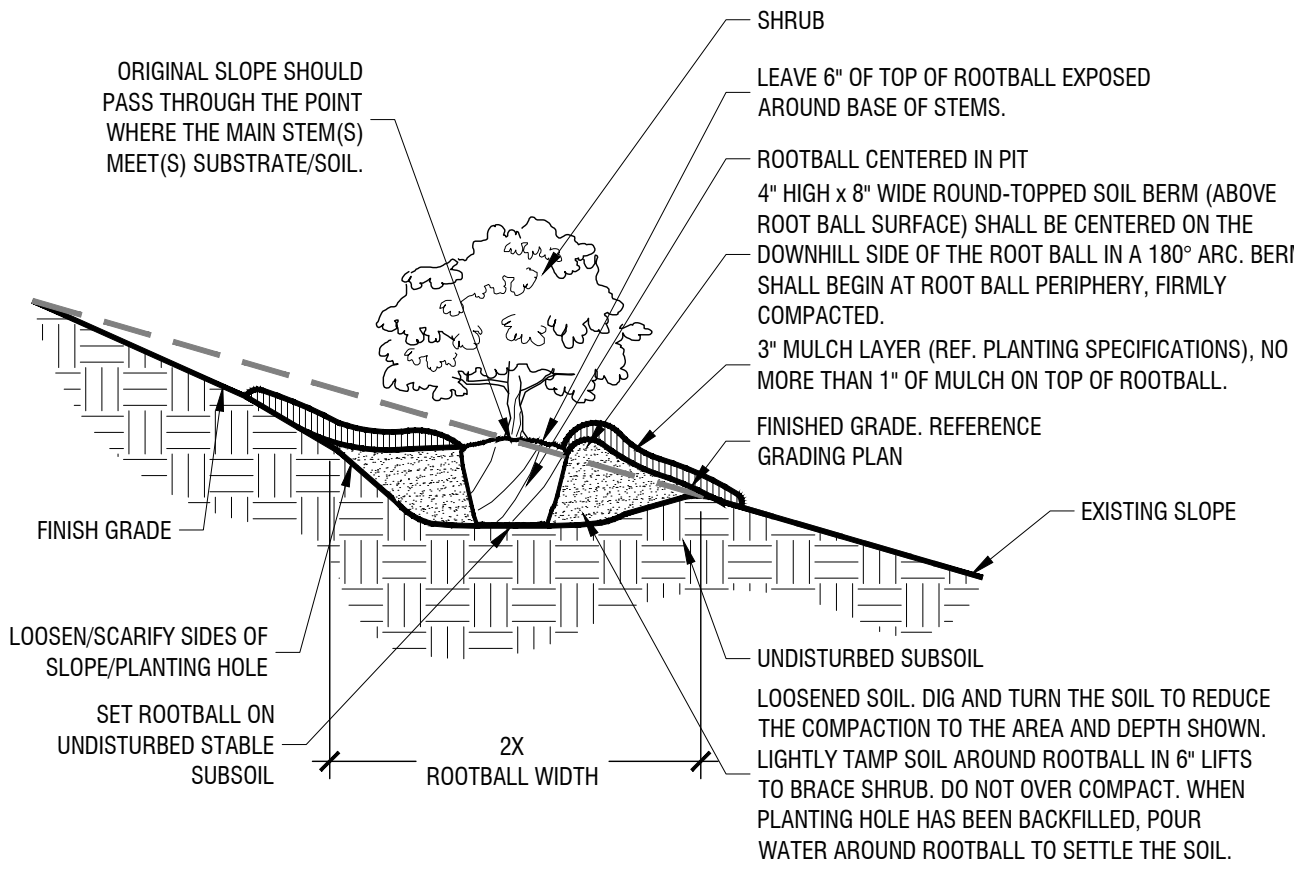
Decomposed Granite

Scale: 1 1/2" = 1'-0"



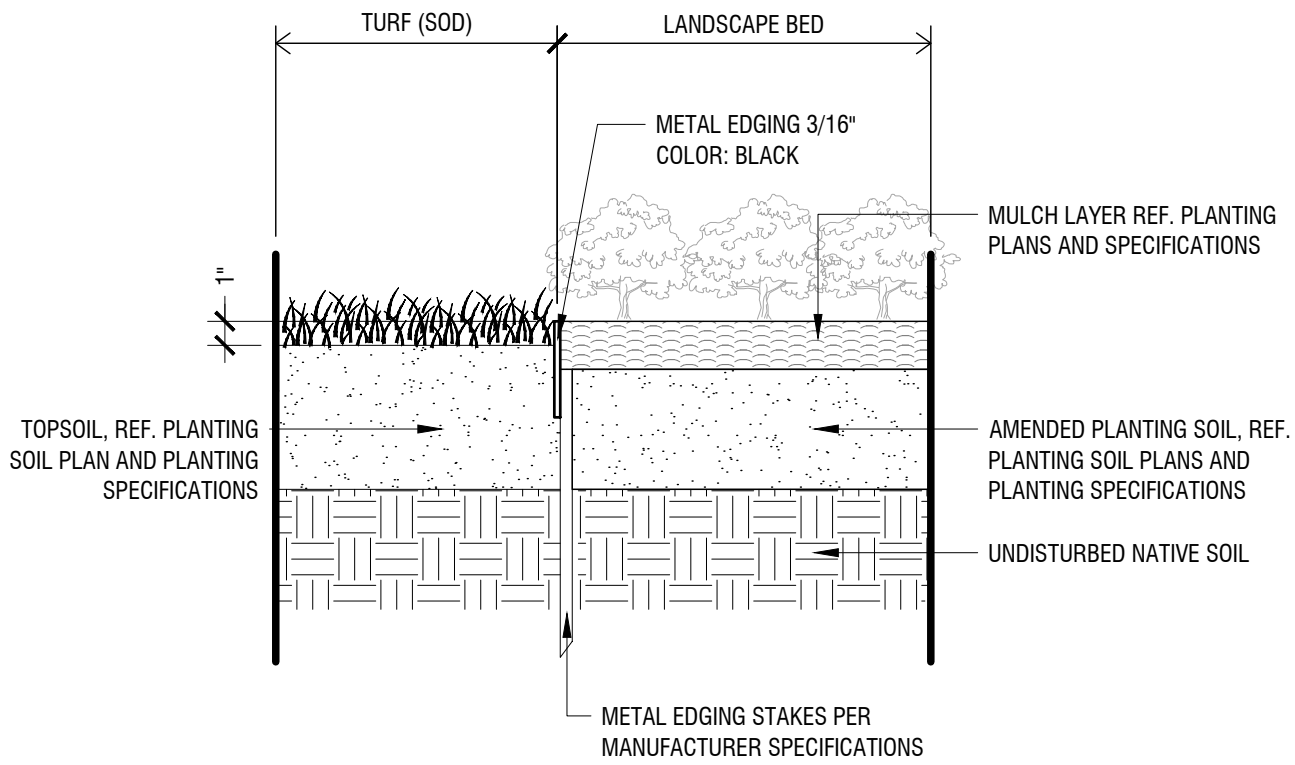
Shrub Planting at Curb

Scale: NTS



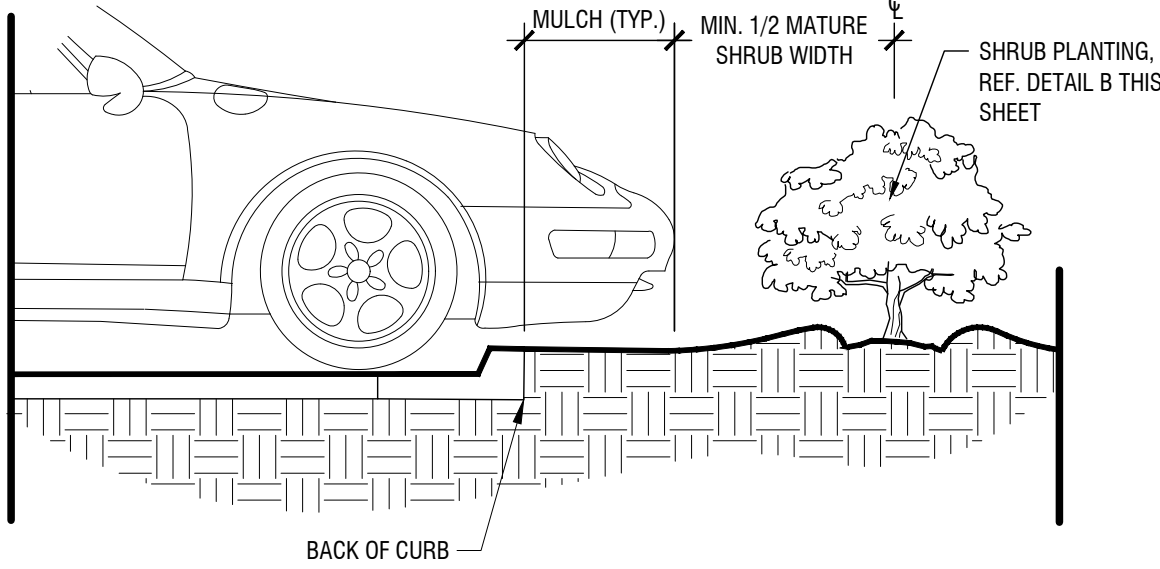
Shrub Planting On 5-50% (20:1 TO 2:1) Slope

Scale: NTS



Metal Edging (at Turf & Landscape Bed)

Scale: 1 1/2" = 1'-0"



Shrub Planting at Curb

Scale: NTS

NOTED BY: KIMLEY-HORN, INC. DATE: 12/16/2019
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LANDSCAPE DETAILS FOR SMITH TRACT					
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS					
OWNER: Reynold & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell		LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75054 Tel: (972) 335-3580 Contact: Marie Robirds, PLA	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
MER	MER	JRC	AS SHOWN	12/16/2019	068625015
					LP 3.02

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIPLINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIPLINE. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT. TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100 PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PER CENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED. LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

SAMPLES OF MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL, SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.

MATERIALS SAMPLES

MULCH ONE (1) CUBIC FOOT

TOPSOIL ONE (1) CUBIC YARD

PLANTS ONE (1) OF EACH VARIETY

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARDS FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERMEN. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS. INSECT DAMAGE AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B. MEASUREMENTS. THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS. LATENT DEFECTS OR INADEQUATELY REJECTED PLANTS SHALL BE REJECTED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. TOPSOIL

1. ASTM D2628, NATURAL, FRAGILE, FERTILE, FINE, LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 7.4 PERCENT, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN LIMBS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS. TOP SOIL SHALL CONTAIN A MINIMUM OF THREE PERCENT ORGANIC MATERIAL.

2. SALVAGED OR EXISTING TOPSOIL. REUSE SUITABLE TOPSOIL STOCKPILED ON-SITE OR EXISTING TOPSOIL UNDISTURBED BY GRADING OR EXCAVATION OPERATIONS. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMPS, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.

3. VERIFY AMOUNT OF SUITABLE TOPSOIL STOCKPILED IF ANY, AND SUPPLY ADDITIONAL IMPORTED TOPSOIL AS NEEDED. FOUR (4) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL TURF AREAS. TWENTY FOUR (24) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL PLANTING BEDS.

4. IMPORTED TOPSOIL. SUPPLEMENT SALVAGED TOPSOIL WITH IMPORTED TOPSOIL FROM OFF-SITE SOURCES WHEN EXISTING QUANTITIES ARE INSUFFICIENT.

5. OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST 6 INCHES DEEP, DO NOT OBTAIN FROM AGRICULTURAL LAND, BOGS, OR MARSHES.

6. VERIFY BORROW AND DISPOSAL SITES ARE PERMITTED AS REQUIRED BY STATE AND LOCAL REGULATIONS. OBTAIN WRITTEN CONFIRMATION THAT PERMITS ARE CURRENT AND ACTIVE.

7. OBTAIN PERMITS REQUIRED BY STATE AND LOCAL REGULATIONS FOR TRANSPORTING TOPSOIL. PERMITS SHALL BE CURRENT AND ACTIVE.

8. AMEND EXISTING AND IMPORTED TOPSOIL AS INDICATED BELOW.

a. ORGANIC SOIL AMENDMENTS

1. MANURE: WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25 PERCENT BY VOLUME OF VOLATILE ORGANIC MATERIALS, FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WOOD, AND MATERIAL HARMFUL TO PLANT GROWTH.

2. BACK TO NATURE COTTON BURR COMPOST OR APPROVED EQUIVALENT.

3. COMPOST: DECOMPOSED ORGANIC MATERIAL, INCLUDING LEAF LITTER, MANURE, SAWDUST, PLANT TRIMMINGS AND/OR HAY, MIXED WITH SOIL.

4. PECAN HULLS: COMPOSTED PECAN HULLS FOR LOCAL SOURCE.

5. BIOSOLIDS: USE GRADE 1 CONTAINING LOWER PATHOGEN LEVELS.

6. WORM CASTINGS: EARTH WORMS.

b. INORGANIC SOIL AMENDMENTS

1. LIME: ASTM C592, CLASS A AGRICULTURAL LIMESTONE CONTAINING A MINIMUM OF 90 PERCENT CALCIUM CARBONATE EQUIVALENT WITH A MINIMUM OF 95 PERCENT PASSING NO. 8 SIEVE AND MINIMUM OF 55 PERCENT PASSING NO. 60 SIEVE.

2. SULFUR: GRANULAR, BIODEGRADABLE, CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 99 PERCENT PASSING NO. 8 SIEVE AND A MAXIMUM OF 10 PERCENT PASSING NO. 40 SIEVE.

3. IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20 PERCENT IRON AND 10 PERCENT SULFUR.

4. AGRICULTURAL GYPSUM: FINELY GROUND, CONTAINING A MINIMUM OF 90 PERCENT CALCIUM SULFATE.

5. SAND: CLEAN, WASHED, NATURAL, OR MANUFACTURED, FREE OF TOXIC MATERIALS.

c. PLANTING SOIL MIX

1. PLANTING MIX MAY BE PROVIDED BY LIVING EARTH OR MINOR MATERIALS OR APPROVED EQUAL.

2. PLANTING MEDIUM CONTAINING 75 PERCENT SPECIFIED TOPSOIL MIXED WITH 15 PERCENT ORGANIC SOIL AMENDMENTS AND 10 PERCENT SHARP WASHED SAND. INSTALL TO DEPTHS, PER PLANTING DETAILS 1/2" (MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.

3. SOD/SEED AREA TOPSOIL

ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL. PRIOR TO INSTALLATION, TOPSOIL SHALL BE NATURAL, FRAGILE, FERTILE WITH 25% (MIN) ORGANIC MATERIAL, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIG-BRANCHES. THE PARTICLE SIZES SHALL BE SUCH THAT 98.5% OF THE TOPSOIL WILL PASS THROUGH A 1/2" INCH SCREEN, AND 99% MORE SHALL PASS THROUGH A 3/4" INCH SCREEN. TOPSOIL SHALL BE REVIEWED/APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO SUBMIT SAMPLES IN 1 GAL (MIN.) CONTAINER.

I. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

J. COMMERCIAL FERTILIZER

COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS. FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DERIVED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURERS' SPECIFICATIONS:

1. SHRUBS AND TREES - 10-10-10 OR APPROVED EQUAL

2. ANNUALS AND GROUND COVERS - 50-50-00 SIERRA BLEND 14-14-14

3. SOD - 4-4-4 FERTILIZER

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24-10-5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT A DEPTH OF ROOT BALL AT THE RATE AS SPECIFIED BY MANUFACTURER.

K. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF 3 INCHES. SEE PLANT LIST FOR TYPE OF MATERIAL AND GRADE.

L. DIGGING AND HANDLING

1. PROTECT ROOTS OR BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKAGE AND DRYING OUT DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTI-TRANSPARENT PRODUCT ("WILTRUP" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "8R" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

M. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE OWNER AND LANDSCAPE ARCHITECT.

N. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF FOOTBALL SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

O. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

P. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE BIDDERS TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

Q. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE LANDSCAPE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

R. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL, HE SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT. IF SUCH CONDITIONS ARE NOT CORRECTED IMMEDIATELY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

3. SUBGRADE EXCAVATION: SITE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMESTONE AND LIMESTONE SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". SITE CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMESTONE OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY SITE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, LANDSCAPE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT OR OWNER.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 261.1 UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SECTION H). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE. PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR PLANT PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JELTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STOCK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION H OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING PIT SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURERS' SPECIFICATIONS OR AS FOLLOWS:

- TWO (2) TABLETS PER 1 GAL. PLANT

- THREE (3) TABLETS PER 3 GAL. PLANT

- FOUR (4) TABLETS PER 10 GAL. PLANT

- LARGER MATERIAL - TWO (2) TABLETS PER 1/2" OF TRUNK CALIPER

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

11. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

12. PRUNING: EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE PLANT AS SHOWN ON THE DRAWINGS. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. NO TREE SHALL BE SHEARED. ONLY NATURAL GROWTH ALLOWED.

13. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. TILL INTO TOP 4" THE PLANTING SOIL MIX AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

14. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE LANDSCAPE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IDENTIFYING OF THEIR INTENTIONS AND AGREE TO HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT ANY TREES FALL DOWN AND DAMAGE PERSON OR PROPERTY.

15. MULCHING: PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER AND VINE BED AND TREE PIT.

16. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

S. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE WHOLE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT OF ROLLING SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH THAT IS UP TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. APPLY FERTILIZER AT RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING APPROVED MECHANICAL SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE (3) INCHES. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET THE STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH MULCH STOP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

D. DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

5. SEEDING

A. PROVIDE FRESH, CLEAN, NEW CROP LAWN SEED MIXTURE, FURNISH TO OWNER DEALERS GUARANTEED STATEMENT OF COMPOSITION OF MIXTURE AND PERCENTAGE OF PURITY AND GERMINATION OF EACH VARIETY.

B. SEED MIXTURE: PROVIDE SEED OF GRASS SPECIES AND VARIETIES, PROPORTIONS BY WEIGHT AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED. SEED MIXTURES VARY BY REGION AND SEASON AND SHALL COMPLY WITH STATE DOB AND LOCAL SOIL CONSERVATION SERVICE STANDARDS FOR LAWN TURF.

C. DO NOT PERFORM SEEDING IN WINDY CONDITIONS.

D. SEEDING SHALL BE DISPERSED IN 2 DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.

E. PERMANENTLY SEED AND MULCH CUT AND FILL SLOPES AS CONSTRUCTION PROCEEDS TO EXTENT CONSIDERED DESIRABLE AND PRACTICAL. IN THE EVENT IT IS NOT PRACTICAL TO SEED, SLOPES SHALL BE STABILIZED WITH STRAW MULCH AND TACKIFIER, BONDED FIBER MATRIX, NETTING, BLANKETS OR OTHER MEANS TO REDUCE THE EROSION POTENTIAL OF THE AREA.

F. SEED LAWN AREAS BY SOWING EVENLY WITH APPROVED MECHANICAL SEEDER AT RATE OF MINIMUM OF 8 POUNDS PER 1,000 SQUARE FEET. AMOUNT WILL VARY BASED ON VARIETY AND/OR SPECIES. CULTI-PACKER OR APPROVED SIMILAR EQUIPMENT MAY BE USED TO COVER SEED AND TO FORM SEEDBED IN ONE OPERATION. IN AREAS INACCESSIBLE TO CULTI-PACKER, LIGHTLY RAKE SEEDBED GROUND WITH FLEXIBLE RAKES AD ROLL WITH WATER BALLAST ROLLER, AFTER ROLLING, MULCH WITH STRAW MULCH AT THE RATE OF 2 TONS PER ACRE.

G. SURFACE LAYER OF SOIL FOR SEEDBED AREAS SHALL BE KEPT MOIST DURING GERMINATION PERIOD. WATER SEEDBED AREAS TWICE FIRST WEEK TO MINIMUM DEPTH OF 6 INCHES WITH FINE SPRAY AND ONCE PER WEEK THEREAFTER AS NECESSARY TO SUPPLEMENT NATURAL RAIN TO EQUIVALENT OF 6 INCHES DEPTH.

H. CONTRACTOR TO REAPPLY SEED AS NECESSARY IN ORDER TO GET ALL SEEDBED AREAS ESTABLISHED AS INTENDED.

6. LAWN MAINTENANCE

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRAIND IF NECESSARY).

B. WATER EVERY DAY FOR TEN (10) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT 96 HOUR INTERVALS) FOR TWO (2) ADDITIONAL WEEKS. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO DEPTH OF FOUR (4) INCHES. CONTRACTOR TO DETERMINE IF SITE IS IN A DROUGHT RESTRICTION AREA AND MUST FOLLOW CITY/COUNTY PROTOCOL, IF ANY ARE IN PLACE.

T. CLEAN-UP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

U. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GULF SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

V. MAINTENANCE (ALTERNATE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

W. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF 90 CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING". AT NO ADDITIONAL COST TO THE OWNER.

4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF ANY MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTH PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

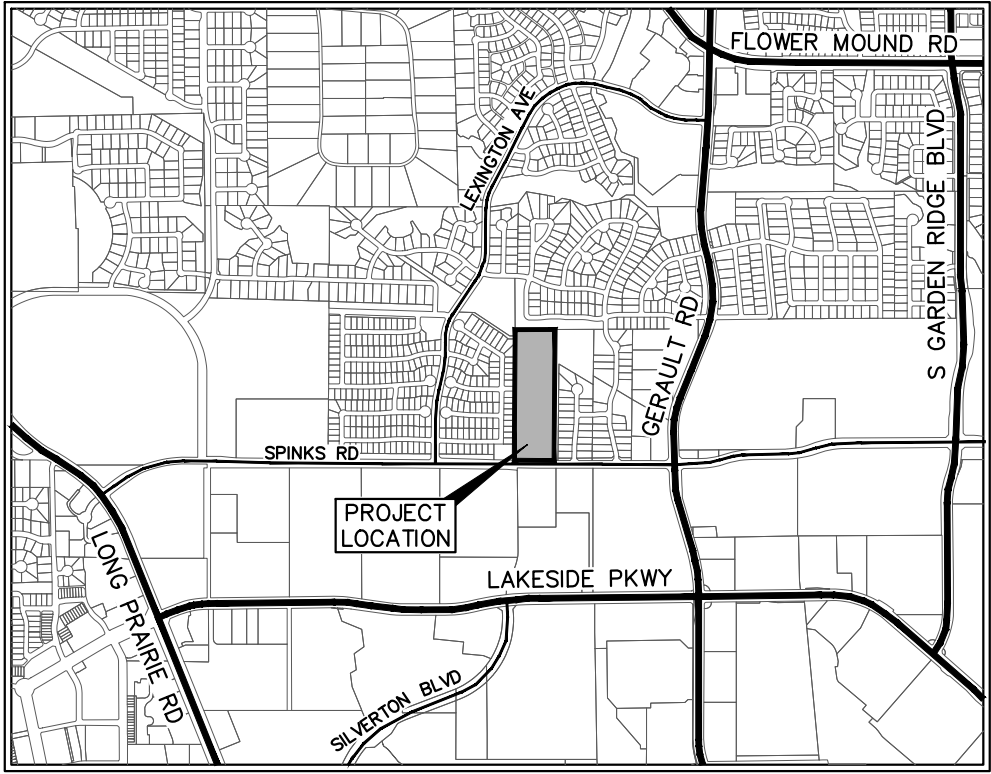
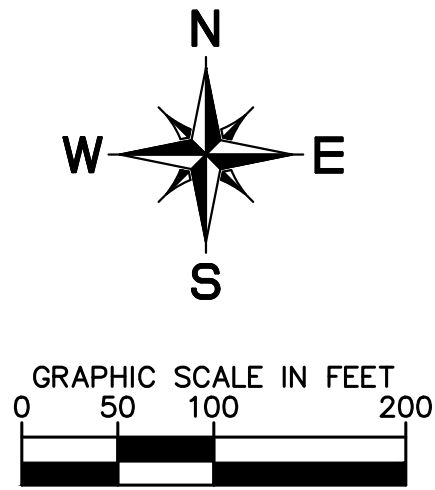
X. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE GUARANTEE PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENTS SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

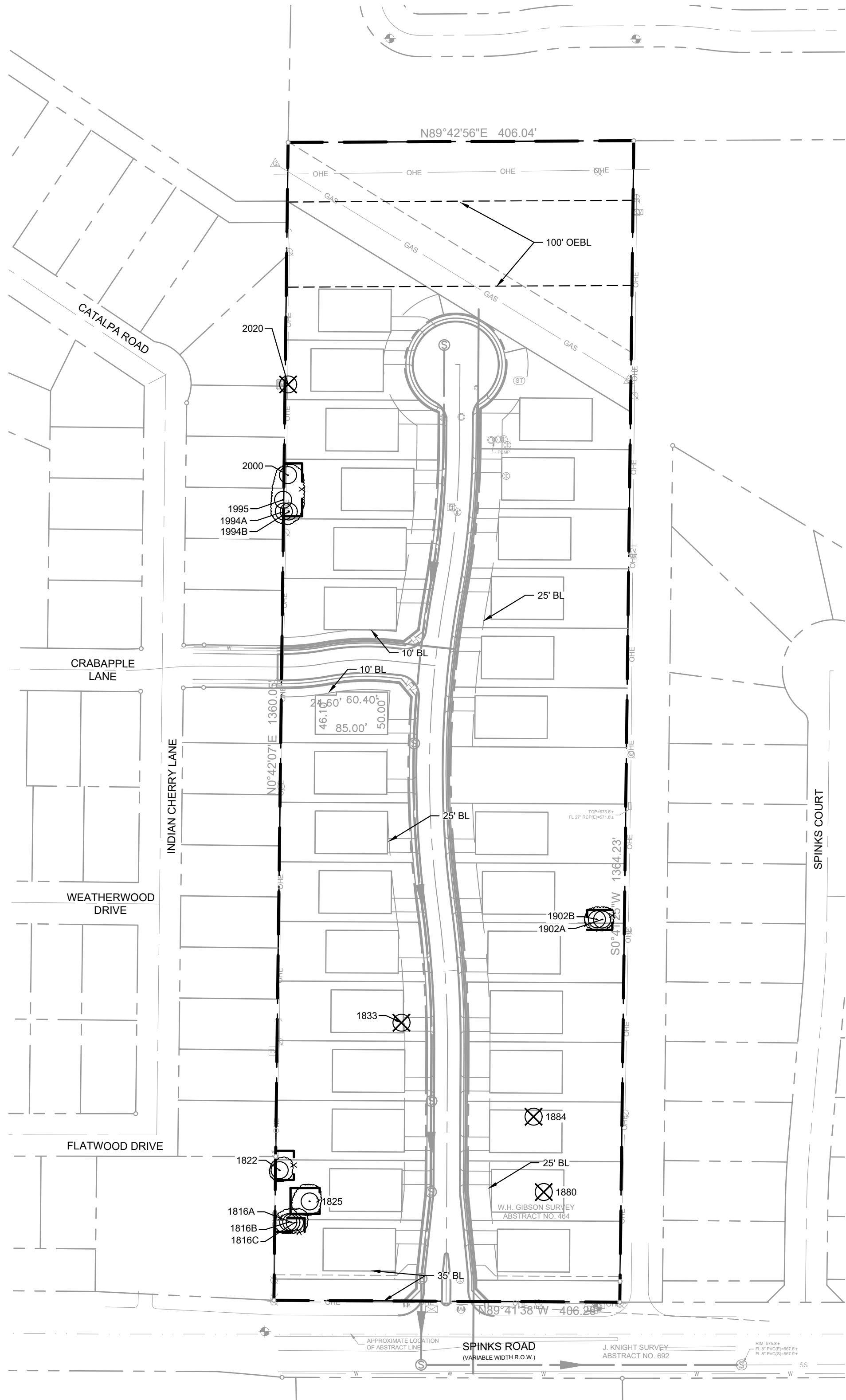
LANDSCAPE SPECIFICATIONS
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: Reginald & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028			DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell			LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robbids, PLA		
DESIGNED ERB	DRAWN IERB	CHECKED CF	SCALE AS SHOWN	DATE 12/16/2019	KH PROJECT NO. 06862501	LP 3.03		



VICINITY MAP
SCALE: 1" = 2,000'



LEGEND

○ TREE TO REMAIN

⊗ TREE TO BE REMOVED

TREES 6-INCHES AND GREATER AT THE HEIGHT SPECIFIED IN THE TOWN OF FLOWER MOUND ORDINANCE WERE TAGGED.

NOTE:
ALL TREES SHOWN TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. NO VEHICULAR PARKING, STORAGE OF MATERIALS OR EQUIPMENT, CLEARING OF EQUIPMENT, EQUIPMENT WASH OUT OR ANY OTHER ACTION WHICH MAY CAUSE AN ADVERSE AFFECT ON EXISTING OR FUTURE PLANTING IS TO OCCUR IN OR AROUND TREES IN LANDSCAPE AREA WHICH MAY BE AFFECTED.

NOTE:
ALL DECLINING/HAZARDOUS TREES ARE TO BE REMOVED. CONTRACTOR TO REVIEW TREES WITH ARBORIST PRIOR TO REMOVAL.

NOTE:
NO WORK MAY BEGIN UNTIL THE REQUIRED TREE PROTECTION IS INSTALLED, INSPECTED, AND APPROVED BY THE TOWN'S ENVIRONMENTAL SERVICES DEPARTMENT.

NOTE:
NO TREES ARE BEING REMOVED DUE TO SITE BORING.

NOTE:
ALL TREE CANOPY AREAS SHOWN ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE.

TREE MITIGATION

TOTAL NUMBER OF PROTECTED TREES ON SITE: 15

TOTAL NUMBER OF PROTECTED TREES REMOVED: 4 (#1833, #1880, #1884, #2020)

CREDITS FOR PROTECTED TREES TO REMAIN: 5 CREDITS

TOTAL MITIGATION REQUIRED: 0



3/17/2020

TREE SURVEY & TREE PRESERVATION PLAN
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6180 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 1.01
ERB	IERB	CF	AS SHOWN	12/18/2019	068625015	

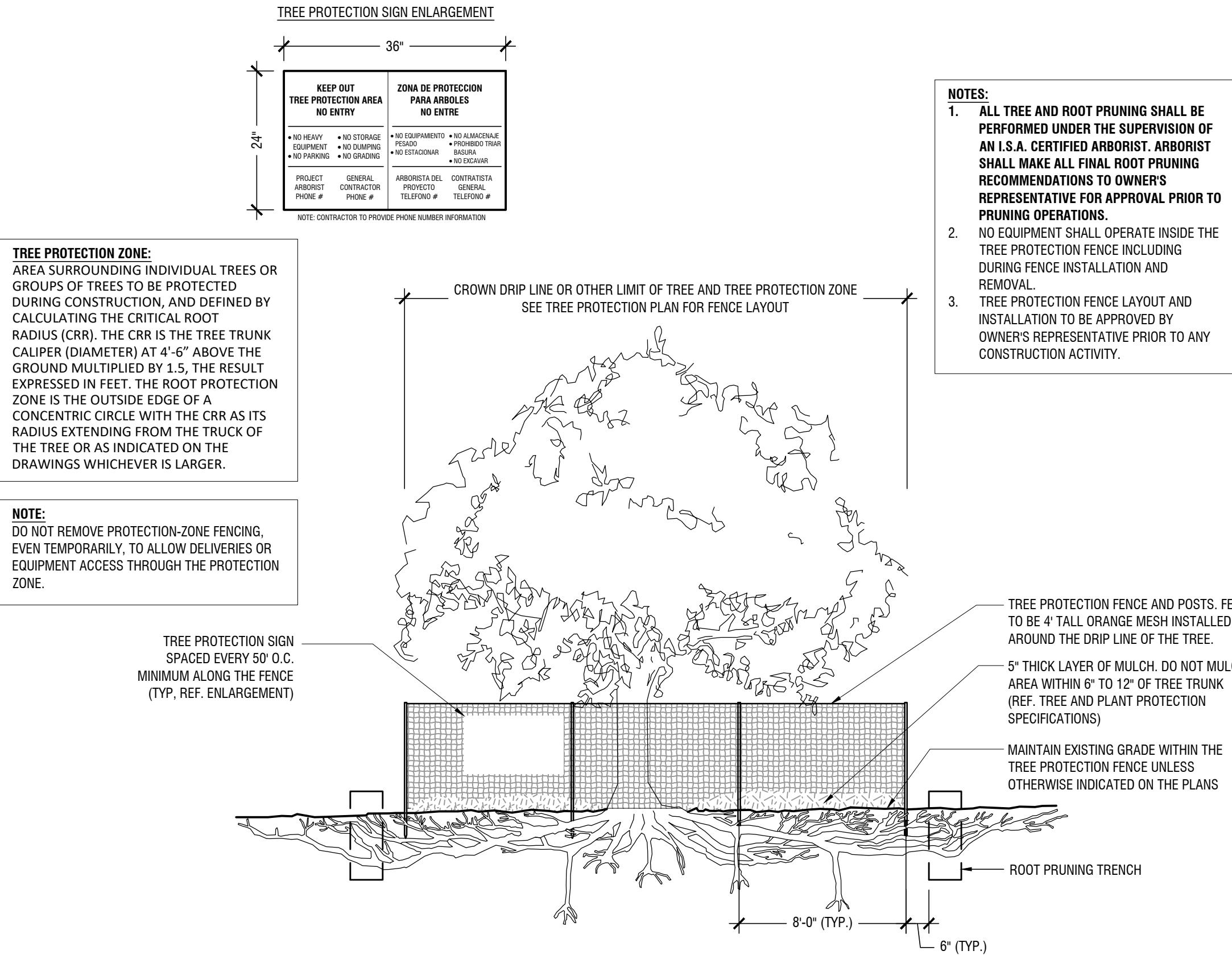
NOTED BY: KIMLEY-HORN, INC. 3/17/2020 1:54 PM
LAST SAVED: 3/17/2020 10:02 AM
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TREE MITIGATION SUMMARY TABLE																											
TAG	DBH	COMMON NAME	SCIENTIFIC NAME	DISPOSITION	TRUNK TYPE	PROTECTED	STATUS	CREDIT	REPLACEMENT REQUIREMENT	TAG	DBH	COMMON NAME	SCIENTIFIC NAME	DISPOSITION	TRUNK TYPE	PROTECTED	STATUS	CREDIT	REPLACEMENT REQUIREMENT	TAG	DBH	COMMON NAME	SCIENTIFIC NAME	DISPOSITION	TRUNK TYPE	PROTECTED	STATUS
1801	15.1	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1898	10.1	hackberry	Celtis laevigata	Healthy	Single	NO	REMOVE			1995	6	gum bumelia	Sideroxylon lanuginosum	Healthy	Single	YES	REMAIN
1802	11.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1899	6.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1996	11.5	hackberry	Celtis laevigata	Healthy	Forked	NO	REMAIN
1803	13.9	eastern redcedar	Juniperus virginiana	Declining	Multi	NO	REMOVE			1900	6.1	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1997	9	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1804	7.9	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1901	9.1	mesquite	Prosopis glandulosa	Declining	Single	NO	REMOVE			1998	18.4	hackberry	Celtis laevigata	Healthy	Multi	NO	REMAIN
1805	8.3	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1902A	9.1	Cedar Elm	Ulmus crassifolia	Healthy	Forked	YES	REMAIN	1		1999	7.3	hackberry	Celtis laevigata	Healthy	Forked	NO	REMAIN
1806	7.6	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1902B	9.1	Cedar Elm	Ulmus crassifolia	Healthy	Forked	YES	REMAIN			2000	9.7	gum bumelia	Sideroxylon lanuginosum	Healthy	Multi	YES	REMAIN
1807	11.7	eastern redcedar	Juniperus virginiana	Declining	Multi	NO	REMOVE			1903	7.4	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			2001	6	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1808	8.9	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1904	19.2	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2002	12.6	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1809	7.8	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1905	18.5	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2003	8.6	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1810	13.4	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE			1906	8.2	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE			2004	6.6	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1811	10.7	hackberry	Celtis laevigata	Declining	Single	NO	REMOVE			1907	12.9	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2005	6.9	gum bumelia	Sideroxylon lanuginosum	Declining	Single	YES	OFF SITE
1812	13.3	hackberry	Celtis laevigata	Declining	Single	NO	REMOVE			1908	20.9	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2006	9.1	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMAIN
1813	10.3	Osage-orange	Maclura pomifera	Declining	Multi	NO	REMOVE			1909	7.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			2007	9.4	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1814	15.4	hackberry	Celtis laevigata	Declining	Multi	NO	REMOVE			1910	9.3	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE			2008	10.1	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1815	14.7	Osage-orange	Maclura pomifera	Declining	Multi	NO	REMOVE			1911	15.8	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2009	16.1	hackberry	Celtis laevigata	Healthy	Multi	NO	REMAIN
1816A	5.5	Cedar Elm	Ulmus crassifolia	Healthy	Multi	YES	REMAIN			1912	8.6	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE			2010	17.2	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE
1816B	5.5	Cedar Elm	Ulmus crassifolia	Healthy	Multi	YES	REMAIN			1913	18.3	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2011	6.3	Chinese elm	Ulmus parvifolia	Healthy	Multi	NO	REMAIN
1816C	5.5	Cedar Elm	Ulmus crassifolia	Healthy	Multi	YES	REMAIN			1914	10.1	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE			2012	30.7	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE
1817	20.7	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMAIN			1915	9.4	hackberry	Celtis laevigata	Healthy	Single	NO	REMOVE			2013	22.7	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE
1818	8.3	hackberry	Celtis laevigata	Healthy	Forked	NO	REMAIN			1916	6.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			2014	19.8	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE
1819	10.7	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN			1917	17.6	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE			2015	14.9	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMAIN
1820	10.6	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1918	20.8	Osage-orange	Maclura pomifera	Healthy	Multi	NO	REMOVE			2016	9	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1821	15.2	Osage-orange	Maclura pomifera	Healthy	Forked	NO	REMAIN			1919	18.9	Osage-orange	Maclura pomifera	Healthy	Forked	NO	REMOVE			2017	7.8	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1822	12.1	American elm	Ulmus americana	Healthy	Single	YES	REMAIN	1	N/A	1920	7.4	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2018	15.9	hackberry	Celtis laevigata	Declining	Single	NO	REMOVE
1823	7.2	mesquite	Prosopis glandulosa	Hazard	Single	NO	REMAIN			1921	20.6	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE			2019	6.2	hackberry	Celtis laevigata	Declining	Single	NO	REMOVE
1824	11.8	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1922	13.3	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			2020	11.6	gum bumelia	Sideroxylon lanuginosum	Declining	Multi	YES	REMOVE
1825	14.6	American elm	Ulmus americana	Healthy	Forked	YES	REMAIN	3	N/A	1923	14.5	Osage-orange	Maclura pomifera	Healthy	Forked	NO	REMOVE			2021	6.9	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE
1826	10.3	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			1924	19.5	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2022	8.7	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMAIN
1827	19.8	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE			1925	16.8	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2023	9.4	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMAIN
1828	19.9	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1926	16.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2024	6.8	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1829	13.5	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			1927	10.8	eastern redcedar	Juniperus virginiana	Hazard	Forked	NO	REMOVE			2025	17.2	hackberry	Celtis laevigata	Healthy	Forked	NO	REMAIN
1830	9	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE			1928	16.9	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			2026	9.8	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1831	9.1	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1929	12.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			2027	12.1	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMAIN
1832	12.1	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1930	19.2	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE			2028	35.6	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE
1833	23.9	American elm	Ulmus americana	Healthy	Forked	YES	REMOVE		(1) 2.5"-3" CAL. TREE	1931	11.7	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			2029	10.2	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1834	21.1	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			1932	15.7	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE			2030	7.5	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN
1835	12.2	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE			1933	12.1	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE			2031	13.2	hackberry	Celtis laevigata	Healthy	Forked	NO	REMAIN
1836	9.2	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE			1934	7.6	eastern redcedar	Juniperus virginiana	Declining	Multi	NO	REMOVE			2032	26.7	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMAIN
1837	9.7	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1935	6</																

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TREE PRESERVATION/ REMOVAL NOTES:

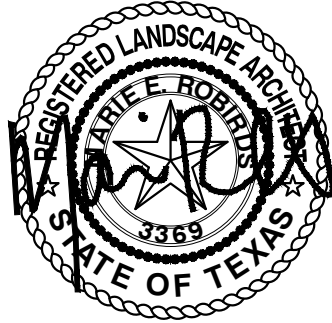
1. CONTRACTOR SHALL COORDINATE WITH ISA CERTIFIED ARBORIST AND PROPERTY OWNERS TO VERIFY OBJECTIVES PRIOR TO COMMENCING ANY PRUNING OR TREE REMOVAL ACTIVITIES.
2. ALL CREW MEMBERS SHOULD BE WEARING THE APPROPRIATE SAFETY GEAR: HARD HATS, EYE PROTECTION, APPROVED BOOTS, HEARING PROTECTION, CHAIN SAW CHAPS FOR GROUNDWORK.
3. ANY TREES REMOVED, AND ALL TREE MATERIALS REMOVED SHALL BE REMOVED FROM THE PROPERTY AT THE CONTRACTOR'S EXPENSE.
4. ALL TRASH AND DEBRIS FROM ANY CONSTRUCTION RELATED ACTIVITIES SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE, FOLLOWING COMPLETION OF THE PROJECT.
5. ANY DAMAGE TO THE EXISTING LANDSCAPE, PAVEMENT, BUILDING, OR ANY OTHER SITE FEATURES SHALL BE REPLACED BY THE CONTRACTOR AND/OR RESTORED TO PRE-CONSTRUCTION CONDITION.
6. CONTRACTOR SHALL PROVIDE REMOVAL, STORAGE, AND TRANSPLANTING OF EXISTING TREES ON SITE. THE CONTRACTOR SHALL REMOVE EACH EXISTING TREE THROUGH THE USE OF HAND DIGGING, OR WITH THE USE OF AN APPROVED MECHANICAL DEVICE. TREES SHALL BE HARVESTED AS BALLED & BURLAPPED TREE SPECIMENS, PER ANSI Z60 STANDARDS, AND TRANSPORTED TO NEW LOCATION ON SITE, OR AT ALTERNATE SITE AS DIRECTED OR APPROVED BY THE OWNER. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO PROVIDE FOR REMOVAL, PLACEMENT OF BURLAP, PLACEMENT OF WIRE BASKET OR OTHER APPROVED BALL-SUPPORTING DEVICE, TRANSPORT TO TEMPORARY STORAGE AREA, ONGOING MAINTENANCE AND WATERING DURING CONSTRUCTION, AND RE-PLANTING TO BE PERFORMED UPON COMPLETION OF MAJOR SITE WORK. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GUIDELINES AND RECOMMENDATIONS SET FORTH IN THE AMERICAN STANDARDS FOR NURSERY STOCK.
7. PROTECT THE TREE AND PLANT PROTECTION AREA AT ALL TIMES FROM THE COMPACTION OF THE SOIL. DAMAGE OF ANY KIND TO THE TRUNK, BRANCHES, BARK, LEAVES, AND ROOTS OF ALL PLANTING.
8. THE CONTRACTOR SHALL NOT ENGAGE IN ANY CONSTRUCTION ACTIVITY WITHIN THE TREE PROTECTION AREA INCLUDING: OPERATING, MOVING OR STORING MATERIALS/ EQUIPMENT, LOCATING TEMPORARY FACILITIES INCLUDING TRAILERS OR PORTABLE TOILETS AND SHALL NOT PERMIT ANY EMPLOYEES TO TRAVERSE THE AREA TO ACCESS ADJACENT AREAS OF THE PROPERTY OR USE THE AREA FOR ANY LUNCH OR ANY OTHER WORK BREAKS.



TYPICAL TREE PROTECTION FENCING

Scale: NTS

A



3/17/2020

TREE PRESERVATION DETAILS FOR SMITH TRACT					
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS					
OWNER: Reginald & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell		LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robards, PLA	
DESIGNED ERB	DRAWN IERB	CHECKED CF	SCALE AS SHOWN	DATE 12/16/2019	KH PROJECT NO. 068625015
					LT 3.01

Toll Brothers
LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

April 15, 2020

Mayor Dixon and Town Council
2121 Cross Timbers Drive
Flower Mound, Texas 75028

With copy to:

Town of Flower Mound
c/o Poornima Kashyap, Principal Planner
2121 Cross Timbers Drive
Flower Mound, Texas 75028

Re: Table Z19-0007 and DP19-0007 for Smith Tract

Mayor and Council:

As you are aware, Toll Brothers has two applications on your agenda for this evening. Both were recommended for approval at the April 13, 2020, meeting of the Planning and Zoning Commission and the park fees was recommended for approval at the March 5, 2020, Parks Board meeting. We respectfully request that these items be tabled to the May 18, 2020, meeting.

Please do not hesitate to contact me with questions or if you require additional information.

Sincerely and Respectfully,



Mike Boswell
Director of Land Development
Toll Brothers, Inc.

CC Ron Robbins
 Casey Ross, P.E.



TOWN COUNCIL AGENDA ITEM NO. 26

REGULAR ITEM

DATE: April 20, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Consider a request for an exception (RF20-01050) to Section 98-1142, Fence Height and Visibility, of the Code of Ordinances, to build a residential fence in excess of the Town's maximum height standards. The property is located at 3212 Pecan Meadows Drive.**

BACKGROUND INFORMATION: *This item was tabled at the March 2, 2020, Town Council meeting. During that meeting, council members requested clarification on how the requestor's immediate neighbors felt about the proposed fence height exception. Staff has since received confirmation from the adjacent property owners that they support the request.*

On December 16, 2019, the Town Council amended Section 98-1142 of the Town's Code of Ordinances to create a process for a property owner to request an exception to the Town's maximum fence height standard in situations where a new subdivision perimeter fence caused compatibility concerns with an existing residential fence due to topography and/or location.

The applicant is requesting an exception through this process to allow his fence to be eleven (11) feet tall in order to maintain a consistent height across his rear property line where it connects to an adjacent fence that was built in conjunction with the construction of the Bradford Park subdivision. The Bradford Park fence is only six (6) feet tall, but it is sitting on top of a five (5) foot retaining wall, which was necessary in this area due to the topography. As noted in the provided elevation (Attachment 1), the proposed fence would be black tubular steel and would be eighty (80) feet long. This would replace existing/overlapping black metal and barbed wire fences, as noted in Attachment 2. Because this exception does not involve a zoning, platting, or site plan request, it does not require a recommendation by the Planning and Zoning Commission.

The text in Section 98-1142 that addresses this issue, reads as follows:

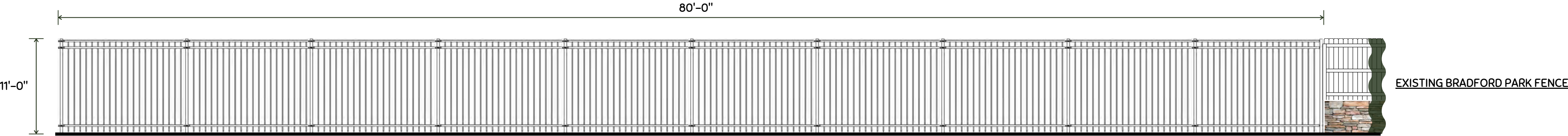
Section 98-1142. Fence height and visibility.

- (c) No fence or wall erected within a required side or rear yard shall exceed eight feet in height above the adjacent grade.
- (f) Town Council may grant an exception for maximum fence height or fencing materials for individual lots in situations where a new subdivision perimeter fence caused compatibility concerns with an existing residential fence due to topography and/or location.

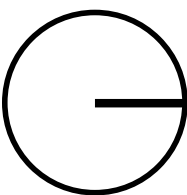
ATTACHMENTS:

1. Fence Elevation
2. Fence Plan
3. Property Survey

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



METAL FENCE - BLACK
MATCHING HEIGHT OF EXISTING WOOD/MASONRY BRADFORD PARK FENCE
DIMENSIONS - 80 FT x 11 FT

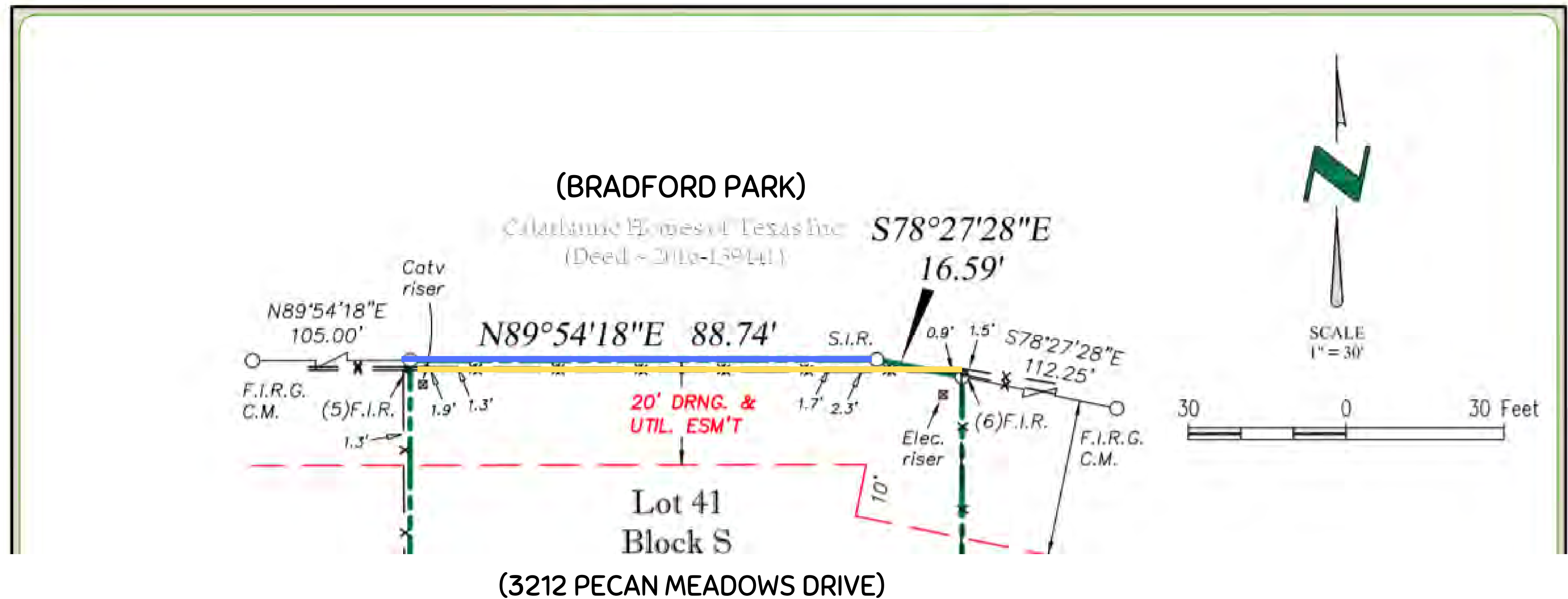


PROPOSED NORTH PERIMETER FENCE ELEVATION

3212 PECAN MEADOWS DRIVE - FLOWER MOUND - TX - 75028

EXISTING BRADFORD PARK FENCE

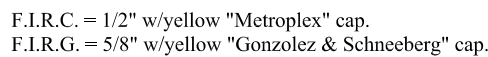
BELOW DRAWING IS REFERENCED FROM MOST RECENT 9/21/17 KYSER SURVEY



PROPOSED NORTH PERIMETER FENCE
3212 PECAN MEADOWS DRIVE - FLOWER MOUND - TX - 75028

PROPOSED INSTALLATION OF METAL FENCE - BLACK
MATCHING HEIGHT OF EXISTING WOOD/MASONRY BRADFORD PARK FENCE
DIMENSIONS - 80 FT x 11 FT

PROPOSED REMOVAL OF EXISTING METAL FENCE
&
ADJACENT BARBED WIRE FENCE



**REGISTERED PROFESSIONAL
LAND SURVEYOR**



TOWN COUNCIL AGENDA ITEM NO. 27

REGULAR ITEM

DATE: April 20, 2020

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

ITEM: Consider approval of a Construction Agreement with Pavecon Public Works, LP., for the Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor) and the Forest Vista Water Line project, in the amount of \$1,664,279.45; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On January 29, 2020, bids were received and opened for the Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor) and the Forest Vista Water Line project (Bid # 2020-51-B). Pavecon Public Works, LP, submitted the lowest qualified bid of the eight responding bidders at a base bid of \$1,664,279.45. The project consists of the reconstruction of the 4-lane divided roadway and replacement of a 12-inch water main. The project is located on Forest Vista Drive between Chancellor Drive and Morriss Road. If approved, the additional funding for the water line project will be added to the CIP through CIP Amendment #2, on the agenda for this council meeting.

BOARD REVIEW/CITIZEN FEEDBACK: A neighborhood meeting will be held prior to the start of construction to provide information to the public and receive citizen feedback.

ALTERNATIVES/OPTIONS: Street reconstruction is necessary due to the extensive pavement failures along Forest Vista Drive between Chancellor Drive and Morriss Road. The existing 12-inch water main has had maintenance issues. A decision not to approve the construction agreement would result in pavement failures becoming worse over time and continued maintenance issues with the existing water main. To not approve the water line replacement funding and proceed with the road project would require new pavement removal in the future to provide for the water line replacement at that time.

FISCAL IMPACT: \$1,664,279.45

Proposed Expenditure/(Revenue):	Account Number(s):
\$1,457,137.85	316-560-78036
207,141.60	630-960-78036

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

Total Forest Vista Drive Reconstruction project cost is \$2,735,000. Funding sources are:

- Dedicated Sales Tax \$ 2,735,000

Total Forest Vista Water Line project cost is \$210,000. Funding sources are:

- Other \$ 210,000

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: 2020-51-B - Forest Vista Reconstruction Phase II (Morriss to Chancellor)

Bid Opening: 1/29/2020 at 11:00 AM

Company	Total Bid
Pavecon Public Works LP	\$ 1,664,279.45
Reliable Paving Inc	\$ 1,801,604.81
Tiseo Paving Co	\$ 1,865,750.00
Ed Bell Construction Company	\$ 1,937,741.00
Rebcon, Inc	\$ 2,011,326.44
3D Paving and Contracting LLC	\$ 2,042,792.50
XIT Paving and Construction, Inc	\$ 2,055,000.00
Joe Funk Construction, Inc	\$ 3,175,475.28

****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: January 29, 2020

TOWN OF FLOWER MOUND**Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor)****Bid # 2020-51-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 6th day of April, 2020, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Pavecon Public Works, LP, a Limited Partnership, 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:

Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor),
Bid # 2020-51-B

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million Six Hundred Sixty Four Thousand Two Hundred Seventy Nine Dollars and Forty Five cents (\$ 1,664,279.45)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of two-hundred seventy (270) calendar days, and final completion of three-hundred thirty (330) 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 6th day of April, 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 Future Agenda Items



SCHEDULED	5/4/2020	Consent	Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor.
		Consent	Consider approval of Change Order No. 1 for the FM2499 12-Inch Water Line Phase I (Dixon to South of FM1171) project, amending the contract with GRod Construction, LLC, to provide for an increase to the contract in the amount of \$91,509.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider Approval of a Farm Lease Agreement between the Town of Flower Mound and the Wayne Haynes Estate for the lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an increase to the annual purchase contract for Utility Cut Repairs from Apex Concrete Construction, Inc., from \$65,000.00 to a new total of \$120,000.00.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 20, 2020.
		Consent	Consider approval of a resolution nominating a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.
	5/18/2020	Consent	Consider approval of conducting a Risk and Resilience Assessment (RRA), in accordance with the America's Water Infrastructure Act (AWIA).
		Consent	SOQ 4 Firm Selections Awards - Design Eng - Testing - Subsurface - Property Appraisal
		Consent	Annual Street Sweeping Services Bid Award.
		Consent	Consider approval of a Contract for Services with Path Studio, to paint a mural at the Gerault Park playground, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Fire Station No. 7 Bay Station & Alerting System.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to Low Density Residential uses, and consider adopting an ordinance providing for said amendment. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2020, meeting.)

SCHEDULED	5/18/2020	Regular	Public Hearing to consider a request for rezoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances, and consider adopting an ordinance providing for said amendment. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its February 24, 2020, meeting.)
		Regular	Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Mustang Creek Assisted Living. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Environmental Conservation Commission recommended approval to remove four (4) of the eight (8) specimen trees requested for removal by a vote of 5-1-0 at its February 4, 2020, meeting).
	5/21/2020	Work Session	PLACEHOLDER Short-term rental regulations (Tentative)
	6/1/2020	Consent	Annual Chlorine Chemical Contract
		Consent	Chloramine Construction Award
	6/15/2020	Consent	High Road Water Line Phase III - Construction Award
		Consent	High Road Water Line Phase III - Testing Award
	7/20/2020	Consent	FM 2499 at Waketon Intersection Improvements - Testing Award
		Regular	FM 2499 at Waketon Intersection Improvements - Construction Award
	8/3/2020	Consent	PLACEHOLDER: Updates to calling November General Election