

AGENDA

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

3/1/2021

VIA VIDEOCONFERENCE

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 videoconference 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 videoconference. 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.

Comments regarding any item on this agenda can be sent to the Mayor/Town Council by
Emailing: TownCouncil@flower-mound.com or leaving a recorded message by calling: 972.874.6005

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 the mayor and council members

E. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. All Together Flower Mound

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).

G. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, April 5.
3. Consider a joint work session with the Planning & Zoning Commission on April 15 to include a presentation and discussion involving Furst Ranch.

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 2/1- Consider approval of the minutes from a regular meeting of the Town Council held on February 1, 2021.
2. Voting Equipment- Consider approval of a resolution adopting a new voting system for Town elections (Denton County); and providing an effective date.
3. House Bill 1538- Consider approval of a resolution supporting House Bill 1538 relating to proposed amendments to the municipal sales and use tax for street maintenance; and providing an effective date.
4. Board Training Requirement- Consider approval of an ordinance requiring Town sponsored open government training for all boards, commissions, and committees.
5. Police Services - Lake Grapevine- Consider approval of the 2021 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.
6. PD HVAC Replacement- Consider approval to replace rooftop condenser at Police and Court Facility.
7. Microsoft Enterprise Agreement- Consider approval to renew the Town's three year Enterprise Enrollment Agreement with Microsoft to provide the town with licensing for Office 365 , Servers, Sharepoint, Advanced Threat Protection and Desktop Operating Systems from Software One in the amount of \$233,477.34.
8. Vehicle Purchase- Consider approval of the purchase of one 2022 International HV607 6x4 13/15 Yard Tandem Axle Dump Truck with Snow Plow Hitch, Hook-Ups, PTO, Hydraulics and Controls to Include Sand Spreader Controls and Hydraulics per Town of Flower Mound Specifications and Vendor Quote from Southwest International Trucks in the amount of \$116,979.71.
9. 2499@3040 Intersect Improv Design- Consider approval of a Professional Services Agreement with CP&Y, Inc., for the design phase services associated with the FM 2499 at FM 3040 Intersection Improvements project, in the amount of \$249,985.00; and authorization for the Mayor to execute same on behalf of the Town.
10. Morriss Rd Water Line Ph III Design- Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Morriss Road Water Line Phase III (Eaton to Waketon) project, in the amount of \$222,600.00; and authorization for the Mayor to execute same on behalf of the Town.
11. Concrete Replacement Services- Consider approval of an increase to the annual contract amount for Miscellaneous Concrete Replacement Services with F&F Concrete LLC., and Apex Concrete Construction Inc., contract 2018-50-A, from an

estimated annual total of \$475,000.00 to an estimated annual total of \$745,000.00.

12. Wastewater Flow Meter- Consider approval of the purchase of wastewater flow meters and components from Hach Company, a sole source provider, associated with the Inflow-Infiltration/Evaluation and Repair project, in the amount of \$51,351.64.
13. Easement Abandonment - Brook Ln- Consider approval of an ordinance vacating and abandoning the eastern 2 feet of the existing 15-foot utility easement located along the eastern property line of Lot 1, Block 7, of the Woods at Lake Forest subdivision, which lot is more commonly known as 2033 Brook Lane.
14. Rheudasil Park Testing- Consider approval of a professional services agreement with Alliance Geotechnical Group, Inc., to provide testing services in the amount of \$40,545.00 for the Rheudasil Park Improvements project; and authorization for the Mayor to execute same on behalf of the Town.
15. CIP Amendment 2- Consider approval of Amendment No. 2 to the Fiscal Year 2020-2021 Capital Improvement Program.
16. Heritage Park Improvements- Consider approval of the purchase and installation of playground surfacing and shade structures at the Heritage Park Fort Wildflower playground, from Child's Play, Inc. in the amount of \$248,545.00.
17. CAFR 9/30/2020- Consider approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2020.
18. JPMorgan Chase Renewal- Consider approval of a resolution extending the bank depository agreement with JPMorgan Chase Bank, NA, for a two-year renewal period, declaring an effective date; and authorization for the Mayor to execute same on behalf of the Town.
19. Budget Amendment Employees- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20 for adjustments to the General Fund, Utility Fund, Stormwater Utility Fund, Tree Preservation Fund, and IRS Equitable Sharing Fund.
20. Budget Amendment Fire Control- Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 18-20.
21. Budget Amendment Crime Control- Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 19-20 and amended by Resolution No. 02-21.

I. **REGULAR ITEMS**

22. Niagara - ZPD20-0005- **Public Hearing** to consider an ordinance amending the zoning (ZPD20-0005 - Niagara Conservation) from an Agricultural (A) Zoning district to Planned Development District No.179 (PD-179) with Campus Industrial uses. The property is generally located north of Enterprise Road and east of Old Gerault Road. (The Planning and Zoning Commission recommended approval of the rezoning request and denial of the exception request to Section 82-376 of the Town Code that requires overhead utilities to be placed underground, by a vote of 6 to 0 at its November 9, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, Meeting.)
23. Niagara - TRP20-0021- **Public Hearing** to consider an application for a tree removal permit (TRP20-0021) for twenty-two (22) specimen trees on property proposed for development as Niagara Conservation. The property is generally located north of Enterprise Road and east of Old Gerault Road. (The Environmental Conservation Commission recommended approval by a vote of 4 to 3 at its November 4, 2020, meeting. (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, meeting.)
24. Niagara - Reinvestment Zone- **Public Hearing** to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 300 Old Gerault Road (Niagara Conservation, Inc., aka Deus, LLC). (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, Meeting.)
25. Niagara - Ch 380 & Tax Abatement- **Public Hearing** to consider approval of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, Meeting.)

[CLICK HERE](#) to submit comments regarding the above referenced Public Hearing items.

26. Land Use Assumptions - Impact Fees- Consider the approval of an ordinance adopting updated land use assumptions and updated capital improvements plans, and to update and amend certain provisions of Chapter 42, "Impact Fees," regarding the imposition of impact fees and amending Appendix A, "Fee Schedule", accordingly. (The Capital Improvements Advisory Committee recommended approval by a vote of 9 to 0 at its November 9, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item

by a vote of 5 to 0 at its February 1, 2021, meeting.)

27. Grace Park TRP20-0025- Public Hearing to consider an application for a tree removal permit (TRP20-0025) for one (1) specimen tree on property proposed for development as Grace Park. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Environmental Conservation Commission recommended approval by a vote of 7-0 at its February 2, 2021, meeting).

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

28. River Walk Update- Update on the River Walk at Central Park.

Staff
Request
Postpone
to April 5.

29. LDR20-0007 Regulated Uses Updates- Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0007 - Regulated Uses Updates) by amending Chapter 82 entitled "Development Standards," and Chapter 98 entitled "Zoning," of the Town's Code of Ordinances to amend and propose new regulated uses, definitions, and parking standards for the purpose of clarifying and updating certain sections to reflect current planning practices and uses. (The Planning and Zoning Commission recommended approval/denial by a vote of 5 to 1 at its February 22, 2021, meeting.)

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

30. Rheudasil Park - Const Award- Consider approval of a Construction Agreement with North Rock Construction, LLC., for the Rheudasil Park Improvements project, in the amount of \$2,460,731.85; 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, 551.072, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, as follows:

a. Consultation with Attorney.

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

1. Keystone Exploration, LTD. and EXPRO Engineering, Inc. vs. The Town of Flower Mound and the Flower Mound Oil and Gas Board of Appeals.
 2. Legal issues associated with municipal boundary adjustment/annexation and ESD service issues.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

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: February 26, 2021, at 2:10 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: March 1, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on February 1, 2021.

BACKGROUND INFORMATION: The Town Council held a regular meeting on February 1, 2021.

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 2.1

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 1ST DAY OF FEBRUARY 2021, VIA VIDEOCONFERENCE 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:

Jim Engel	Mayor Pro Tem
Ben Bumgarner	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Sandeep Sharma	Councilmember Place 2
Ann Martin	Councilmember Place 5

with the following member absent:

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Interim & Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
Brian Waltenburg	Assistant Director of Engineering
Matt Woods	Director of Environmental Services
JP Walton	Interim Director of Economic Development

A. CALL REGULAR MEETING TO ORDER

Mayor Pro Tem Engel called the regular meeting to order at 6:00 p.m.

B. INVOCATION

Councilmember Pierson gave the invocation.

C. GENERAL 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
1.	Bobby Dollak; Jack Furst (address not provided)	Furst Ranch
2.	Buddy Bonner (address not provided)	Candidate, Place 1, LISD

D. ANNOUNCEMENTS

Councilmember Martin expressed thanks to those who worked to get the vaccine going, and she encouraged people to sign up to volunteer with the Denton County Medical Reserve Corps to help with the vaccine rollout.

Councilmember Pierson encouraged the public to be engaged in the upcoming election.

Mayor Pro Tem Engel announced that the Texas Motor Speedway will begin vaccinations starting Tuesday, February 2nd and encouraged the public to access the Town's website or Facebook page for more information. He also announced that he filed for reelection for his seat on Council, Place 4.

E. TOWN MANAGER'S REPORT

Ms. Wallace provided an update on the following items:

1. Capital improvement projects
 - Fire Station 7 (2777 Skillern Rd) grand opening
2. Economic Development projects
 - Now open or coming soon businesses
3. Financial update
 - Financial projections, including sales tax revenue for the last fiscal year
4. Furst Ranch

Mr. Dalton provided follow up information regarding the Furst Ranch.

F. FUTURE AGENDA ITEMS

There were no future agenda items requested.

G. COORDINATION OF CALENDARS

Mayor Pro Tem Engel announced the following February meeting dates:

1. A virtual regular meeting is scheduled for Monday, February 15.
2. A virtual work session is scheduled for Thursday, February 18.
3. Consider cancelling the March 15 regular meeting and March 18 work session.

There was Council consensus to cancel the above referenced March meetings given they coincide with LISD Spring break week.

H. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council, and Town of Flower Mound Crime Control and Prevention District Special meeting held on January 4, 2021; a regular meeting and work session of the Town Council held on January 14, 2021; and special meetings of the Town Council held on January 21, and 25, 2021.
2. Consider approval of a resolution calling for a general election to be held May 1, 2021, for the offices of Mayor and Town Council Place 4; establishing procedures for the election; and providing an effective date.

RESOLUTION NO. 04-21

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 1, 2021, FOR THE OFFICES OF MAYOR, AND TOWN COUNCIL, PLACE 4, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

Item #3 moved from consent to regular items.

4. Consider approval of a Professional Services Agreement with Halff Associates, Inc., for the design services associated with the Trails and Bikeways Master Plan project, in the amount of \$247,500.00; and authorization for the Mayor to execute same on behalf of the Town.
5. Consider approval of a Professional Services Agreement with Alliance Geotechnical Group to provide construction materials engineering and testing, for the Morriss Road Water Lines Phase II (FM 1171 to Eaton) project, in the amount of \$22,187.50; and authorization for the Mayor to execute same on behalf of the Town.
6. Consider approval of Change Order No. 3 for the construction of the Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor) project, amending the contract with Pavecon Public Works, LP, to provide for an increase to the contract in the amount of \$55,082.16; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Sharma moved to approve by consent Items 1, 2, 4 – 6, as presented in the agenda caption. Deputy Mayor Pro Tem 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:

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

Motion passed

I. REGULAR ITEMS

3. Consider approval for the purchase and roll out service of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$145,140.23.

Staff Presentation

Ms. Wallace provided background information regarding the purpose of the item.

Councilmember Pierson indicated that he would like Council to consider enhancing the Town's current audio/video equipment to improve the quality of virtual meetings.

Council Discussion

There was Council discussion regarding expanding the Town's capabilities as it relates to online meetings.

Ms. Wallace noted that staff is looking into those options for future budget consideration.

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

VOTE ON MOTION:

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

Motion passed

7. Consider approval of a resolution expanding the Veterans Liaison position, including member appointments.

Board Member Presentation

Colonel Si Simonson provided background information regarding the recommendations for the makeup of the board, as well as some ideas they have for future endeavors.

Council Discussion

Several members of Council extended appreciation for the board and their work.

There was Council consensus to include information regarding how often they meet in the Resolution.

Councilmember Sharma moved to approve as presented. Deputy Mayor Pro Tem Bumgarner seconded the motion.

RESOLUTION NO. 05-21

A RESOLUTION TO EXPAND THE VETERANS LIAISON POSITION TO A BOARD FOR THE TOWN OF FLOWER MOUND, AND DEFINE THE TERMS AND DUTIES OF THE POSITION; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

Motion passed

8. Public Hearing to consider the approval of an ordinance adopting updated land use assumptions and updated capital improvements plans, and to update and amend certain provisions of Chapter 42, "Impact Fees," regarding the imposition of impact fees and amending Appendix A, "Fee Schedule", accordingly. (The CIAC recommended approval by a vote of 9 to 0 at its November 9, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its January 4, 2021, meeting.)

Staff Presentation

Mr. Waltenburg provided background information regarding the item.

Consultant Presentation

Anthony Samarripas, Kimley Horn

Mr. Samarripas gave a presentation identifying or noting:

- Water maximum fee
- Water impact fee comparison
- Wastewater maximum fee
- Wastewater impact fee comparison
- Roadway maximum fees – dwelling unit
- Roadway impact fee – dwelling unit
- Roadway impact fee comparison
- Roadway fees – 15,000 sq. ft. retail

and he, Ms. Wallace, Mr. Dalton, or Ms. Bruce responded to the following questions from Council:

- Clarification regarding:
 - the percentage range of 15 and 100% in 2015 for the roadway service area
 - the Town is recouping the cost associated with infrastructure for new developments
 - the calculated maximum, and what does that mean to a builder
 - water and wastewater calculated maximums (and possibility of keeping them flat without an increase)
 - residential projects that have requested fee waivers
 - calculations for CIP projects
 - residential and commercial percentages
- What does the state allow in the way of increases
- How far off on the fee structure is the Town to get back to even overall
- If there is an opportunity to modify the fees in the future prior to the five-year update

Council Discussion

There was Council discussion regarding:

- Acceptable to raising the fees if it's for recouping cost and not for generating revenue
- How the cost of building roads is expensive, and the numbers reflect that cost
- If customer service can be improved because of the additional cost, it's a benefit for the Town
- One of the reasons it cost so much to build in Flower Mound is because builders have allowed land cost to escalate
- If the Town doesn't pass on some of the cost of new construction, then the current residents will be subsidizing the new development cost
- 93% discount on a roadway fee is egregious
- Possibility of different discount levels for the various areas
- What maximum numbers look like to get the Town into the black and what would be a sensible number for the Town to continue to grow and not stop growth
- Fees should represent 80% of the cost
- How it's difficult to have one total number because there are different components
- The 2020 calculated max is the real cost and anything below that is a discount
- It's about how much discount now and how much debt want to take on later
- What is the delta in being between the red and black
- It's about how much the Town wants to recoup of the total cost
- Commercial versus residential rates

Mayor Pro Tem Engel opened the Public Hearing at 7:07 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/ Comments Only
None	David Lehde, 5816 W. Plano Parkway Comment (from Public Comment Form): "The Dallas Builders Association urges the Town Council to adopt impact fees at the lowest rate possible. Even at 45%, the roadway fees in Service Area B would be among the highest we have seen. Total increase of more than \$5900 per home".	None

Mayor Pro Tem Engel closed the Public Hearing at 7:09 p.m.

Motion for Water/Wastewater only :

Councilmember Martin moved to approve the wastewater and water impact fees for 2020 for commercial and residential projects at 80% of the calculated maximums and to approve the capital improvements plans and land use assumptions. Councilmember Pierson seconded the motion.

VOTE ON MOTION:

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

Motion passed

Motion 1 of 3 for roadway only:

Councilmember Sharma moved to approve the roadway fees for both retail and residential at the 2020 calculated max, which is the cost of recovery (100%), and to adopt the updated land use assumptions and updated capital improvements plans, and to update certain provisions of Chapter 42, impact fees. Councilmember Pierson seconded the motion.

VOTE ON MOTION:

AYES: SHARMA, PIERSON

NAYS: BUMGARNER, ENGEL, MARTIN

Motion failed

Motion 2 of 3 for roadway only:

Councilmember Martin moved to approve the 2020 roadway fees for residential and commercial at 80% of the 2020 calculated maximums, and to also approve the land use assumptions and capital improvements plans. Mayor Pro Tem Engel seconded the motion.

VOTE ON MOTION:

AYES: MARTIN, ENGEL

NAYS: PIERSON, BUMGARNER, SHARMA

Motion failed

Motion 3 of 3 for roadway only:

Deputy Mayor Pro Tem Bumgarner moved to postpone the discussion for roadway impact fees, including land use assumptions and capital improvements plans to February 15, 2021. Councilmember Pierson seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

Mayor Pro Tem Engel opened items 9-12 at the same time.

9. Public Hearing to consider an ordinance amending the zoning (ZPD20-0005 - Niagara Conservation) from an Agricultural (A) Zoning district to Planned Development District No.179 (PD-179) with Campus Industrial uses. The property is generally located north of Enterprise Road and east of Old Gerault Road. (The Planning and Zoning Commission recommended approval of the rezoning request and denial of the exception request to Section 82-376 of the Town Code that requires overhead utilities to be placed underground, by a vote of 6 to 0 at its November 9, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.)
10. Public Hearing to consider an application for a tree removal permit (TRP20-0021) for twenty-two (22) specimen trees on property proposed for development as Niagara Conservation. The property is generally located north of Enterprise Road and east of Old Gerault Road. (The Environmental Conservation Commission recommended approval by a vote of 4 to 3 at its November 4, 2020, meeting. The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.)
11. Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 300 Old Gerault Road (Niagara Conservation, Inc., aka Deus, LLC). (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.)
12. Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.)

Mayor Pro Tem Engel, and Mr. Walton, provided background information regarding the request for postponement.

Councilmember Sharma moved to postpone items 9 – 12, including the Public Hearing, to February 15, 2021. Councilmember Martin seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: PIERSON, MARTIN, ENGEL, SHARMA

NAYS: BUMGARNER

13. Public Hearing to consider approval of a Chapter 380 Agreement with Communications Test Design, Inc. for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.

Staff Presentation

Mr. Walton gave a presentation identifying or noting:

- Aerial map of location
- Company information
- CTDI Incentives
- Cost-Benefit Analysis

and he responded to the following questions from Council:

- How confident is the Town that they will meet their obligations
- Is the expansion strictly from a warehouse space or office

Council Discussion

There was Council discussion regarding:

- Appreciation for the Town incentivizing an existing business
- How CTDI is a good employer in the Town
- Payback period is good
- Liked how there are obligations that need to be met in order for them to receive the incentive

Mayor Pro Tem Engel opened the Public Hearing at 8:10 p.m. No one spoke. Mayor Pro Engel closed the Public Hearing at 8:10 p.m.

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

VOTE ON MOTION:

Motion passed

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

14. Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Special Assessment Revenue Refunding Bonds, Series 2021 (River Walk Public Improvement District No. 1), establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Staff Presentation

Ms. Wallace provided background information regarding the item, and she, or John Martin, Hilltop Securities, responded to the following questions from Council:

- Clarification that the Town is not extending any bonds, the maturity date will remain, and the benefit for refunding these goes directly to the property owners in the PID with reduced property assessments

Councilmember Sharma moved to approve as presented. Deputy Mayor Pro Tem Bumgarner seconded the motion.

ORDINANCE NO. 04-21

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE OF THE TOWN OF FLOWER MOUND, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2021 (RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1); ESTABLISHING PARAMETERS AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED TOWN OFFICIAL; AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

15. Public Hearing to consider an ordinance for rezoning (ZPD20-0009 – Lakeside Center) to amend Planned Development No. 169 (PD-169) with Campus Commercial uses for both residential and non-residential uses to modify approved development standards related to signage and to modify approved compatibility buffer exception along the southern property line. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 25, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Proposed amendment
- Building site photos
- Proposed amendment (compatibility buffer)
- Wood fence detail
- Photos of the site, including existing retaining walls

and she responded to the following questions from Council:

- Clarification regarding the only change is from a masonry fence to a wood fence, including the location
- Clarification that the adjacent lot is master planned for commercial

Applicant Presentation

Spencer Long, Realty Capital

Mr. Long gave a presentation identifying or noting:

- Building photographs
- Importance of building signage
- How a masonry wall is not a good option for the site given the retaining wall

and he responded to the following questions from Council:

- Will the proposed signs also be lighted and for what duration
- Is the 2nd signage request for future use and of similar appearance to the Texas Bank and Trust sign

Mayor Pro Tem Engel opened the Public Hearing at 8:37 p.m. No one spoke. Mayor Pro Tem Engel closed the Public Hearing at 8:37 p.m.

Deputy Mayor Pro Tem Bumgarner moved to approve as presented. Councilmember Sharma seconded the motion.

ORDINANCE NO. 03-21

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 03-19, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 169 (PD-169) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 5.309 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A, OF THE LAKESIDE CENTER ADDITION BY MODIFYING DEVELOPMENT STANDARDS RELATED TO WALL SIGNAGE FOR BUILDING NO. 2; BY REPLACING EXHIBIT "G" – COMPREHENSIVE SIGN PACKAGE WITH A NEW EXHIBIT "A" – COMPREHENSIVE SIGN PACKAGE; BY MODIFYING COMPATIBILITY BUFFER EXCEPTION TO ALLOW SCREENING FENCING; AND BY ADDING A CONCEPTUAL HARDSCAPE PLAN ; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

16. Public Hearing to consider an ordinance granting Specific Use Permit No. 466 (SUP20-0010– 1308 Oak Drive Accessory Dwelling) to permit an accessory dwelling. The property is generally located north of Oak Drive and east of Fireside Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 o 0 at its January 25, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Concept plan
- Photos from the site
- Accessory dwelling standards
- Elevations

Mayor Pro Tem Engel opened the Public Hearing at 8:55 p.m. No one spoke. Mayor Pro Tem Engel closed the Public Hearing at 8:55 p.m.

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

ORDINANCE NO. 05-21

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 APPROVING SPECIFIC USE PERMIT NO. 466 (SUP-466) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS THE WEST 2.5 ACRES OF LOT 17 OF THE OAK HEIGHTS SUBDIVISION AND ZONED SINGLE-FAMILY ESTATE (E); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

17. Public Hearing to consider an ordinance granting Specific Use Permit No. 464 (SUP20-0008– Arbor Crossing) to permit a retail, general (indoors) use with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located south of Dixon Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 25, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site plan
- Site photos
- Parking deviation
- Approved elevations

and she responded to the following questions from Council:

- Are they also requesting any setbacks
- What happens if the existing spaces change in the future

Applicant Presentation

Robert Baldwin, Baldwin Planning; Christy Lambeth, Lambeth Engineering; Scott Remphrey, Developer/Property Manager

Ms. Lambeth gave a presentation identifying or noting:

- Parking summary
- Adjustments to parking demand
- Peak parking demand
- Recommend approval of parking reduction

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

- Are the existing tenants acceptable to the parking change
- Would the other property owner be acceptable to sharing the parking

Mayor Pro Tem Engel opened the Public Hearing at 9:04 p.m. No one spoke. Mayor Pro Tem Engel closed the Public Hearing at 9:04 p.m.

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

ORDINANCE NO. 06-21

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 APPROVING SPECIFIC USE PERMIT NO. 464 (SUP-464) FOR A RETAIL, GENERAL (INDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS 2.47 ACRES OF LAND AND BEING ALL OF LOT 3, BLOCK A, OF ARBOR CROSSING AND ZONED RETAIL DISTRICT-1; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

Motion passed

Mayor Pro Tem Engel opened items 18 and 19 at the same time.

18. Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR20-0005 – Development Fees) by adding section 32-4 requiring permits and permit fees for site development construction, by amending various portions of Chapter 78, "Administration," to add a new section 78-2 regarding inactive projects, to repeal section 78-124 in its entirety, and to add a new article VII regarding amendments to approved plans; and by amending Appendix A entitled "fee schedule," to amend various fees related to land development within the town. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its December 14, 2020, meeting.)

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

ORDINANCE NO. 07-21

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 32 "ENGINEERING DESIGN CRITERIA AND CONSTRUCTION STANDARDS," BY ADDING SECTION 32-4 REQUIRING PERMITS AND PERMIT FEES FOR SITE DEVELOPMENT CONSTRUCTION; BY AMENDING VARIOUS PORTIONS OF CHAPTER 78 "ADMINISTRATION," TO ADD A NEW SECTION 78-2 REGARDING INACTIVE PROJECTS, TO REPEAL SECTION 78-124 IN ITS ENTIRETY, AND TO ADD A NEW ARTICLE VII REGARDING AMENDMENTS TO APPROVED PLANS; AND BY AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," TO AMEND VARIOUS FEES RELATED TO LAND DEVELOPMENT WITHIN THE TOWN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF

ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

19. Consider approval of an ordinance amending Appendix A “Fee Schedule,” referenced in Chapter 14, “Buildings and Building Regulations,” Section 14-1, “Building, plumbing, mechanical and electrical permit fees,” of the Code of Ordinances of the Town of Flower Mound, Texas, by revising various building permit fees.

Staff Presentation

Mr. Dalton gave a presentation for items 18 and 19 identifying or noting.

- Background information
- Proposed changes
- Site construction activities
- Plan review
- Tree survey
- Environmental
- Plan amendments
- Trades
- Miscellaneous
- Next steps

and he responded to the following questions from Council:

- How would the Matrix Consulting fees compare to what is being proposed
- Is there an opportunity to adjust the fees again once the Town Has the Matrix analysis

Mayor Pro Tem Engel opened the Public Hearing (Item 18) at 9:28 p.m.

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

Support: Comments/ Questions	Opposition: Comments/Questions	Question(s)/ Comments Only
None	Reginal Rembert, 3625 Bonanza Ln	None
	David Lehde, 5816 W Plano Pkwy, Plano (from public comment form) “Dallas Builders Association is opposed to the fee increases and additions due the impact they will have on housing attainability and the ability to provide homes in Flower Mound at a price point that the market will accept. What shortfalls is the current fee structure resulting in that would call for fees that we see in other towns such as Frisco? See letter sent on 1/29”.	

	Robert Paul, 205 Cherokee Path (from public comment form) "The new Building Permit Fees are not being applied equally. They range from a 10.86 - 204.6% increase. The same number of inspections take place at each home regardless of size and an increase should be applied equally. Toll builds in the range where we would have to absorb a 72.3-120.4% increase. Let Matrix determine the cost instead of charging more because you can compared to other cities".	
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Mayor Pro Tem Engel closed the Public Hearing (Item 18) at 9:33 p.m.

Council Discussion (Items 18 and 19)

There was Council discussion regarding:

- Total fees and actual cost to a builder
- How Council can change the fees later
- Comparison information as it relates to other cities/towns
- The Town has an obligation to the citizens and the cost needs to be passed down
- Not interested in waiting six months for when the figures come back from Matrix and to go with what staff is recommending
- Acknowledgement of the votes by P & Z
- How existing residents are subsidizing developments if there is not a change
- State limitations regarding taxes

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

ORDINANCE NO. 08-21

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," REFERENCED IN CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," SECTION 14-1, ENTITLED "BUILDING, PLUMBING, MECHANICAL AND ELECTRICAL PERMIT FEES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO REVISE THE FEES RELATED TO THE ISSUANCE OF CERTAIN BUILDING PERMITS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

Motion passed

20. Discuss and consider modifying the Town Council Rules of Procedure, including the agenda setting policy.

Councilmember Pierson provided background information regarding why he requested the item on the agenda, and Ms. Wallace provided clarification regarding a specific situation that was mentioned. Mr. Meredith clarified the Town's legal authority as a Home Rule entity. He also pointed out how the current policy complies with the Open Meetings Act.

Council Discussion

There was Council discussion regarding:

- the current process
- whether to change the amount of council members needed to bring forward items for a future agenda

There was Council consensus to be informed when items are taken off the draft to actual agenda.

J. BOARDS/COMMISSIONS

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

Councilmember Sharma moved to appoint Dr. Robyn Read to the Animal Services Board, Place 1, effective immediately, and with a term expiration date of September 30, 2021. Deputy Mayor Pro Tem Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

Councilmember Sharma moved to appoint Sandra Fambrough to the Environmental Conservation Commission, Place 1, effective immediately, and with a term expiration date of September 30, 2021. Deputy Mayor Pro Tem Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

K./L. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 10:20 p.m. on February 1, 2021, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 12:20 a.m. on February 2, 2021, to take action on the items 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.

1. Keystone Exploration, LTD. and EXPRO Engineering, Inc. vs. The Town of Flower Mound and the Flower Mound Oil and Gas Board of Appeals.

No action taken.

2. Non-recruitment/non-solicitation clause.

No action taken.

3. Legal issues associated with municipal boundary adjustment/annexation and ESD service issues.

No action taken.

- b. Interim Town Manager.

Deputy Mayor Pro Tem Bumgarner moved to approve the employment of the Interim Town Manager, Debra Wallace, as discussed in closed session. Councilmember Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

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

Councilmember Sharma moved to remove David Johnson from the Planning and Zoning Commission, Place 4, effective immediately, and to appoint James Naylor to this same position, effective immediately, and for the unexpired term. Councilmember Pierson seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, BUMGARNER, SHARMA

NAYS: NONE

ABSTAIN: ENGEL

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

No action taken.

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

No action taken.

M. ADJOURN REGULAR MEETING

Mayor Pro Tem Engel adjourned the meeting at 12:22 a.m. on Tuesday, February 2, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

JIM ENGEL, MAYOR PRO TEM

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: March 1, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution adopting a new voting system for Town elections (Denton County); and providing an effective date.

BACKGROUND INFORMATION: Denton County upgraded their voting equipment to HART InterCivic Verity Hybrid system.

Pursuant to Chapter 123, Subchapter A of the Texas Election Code ("Code"), a voting system must be adopted for use in any one or more elections by resolution, order or other official action.

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: This resolution was approved in 2019 by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. for Tarrant County. No alternation to the legal content of this resolution was made in preparation of this document for Denton County.

ATTACHMENTS:

1. Draft resolution

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

RESOLUTION NO. 00-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING A NEW VOTING SYSTEM FOR TOWN ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound contracts with Denton County for the purpose of conducting its elections; and

WHEREAS, on June 20, 2017, the Denton County Commissioners Court voted to accept a contract with HART InterCivic to purchase Verity System version 2.0.2 (the "System"); and

WHEREAS, the System will be used in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State; and

WHEREAS, Chapter 123, Subchapter A of the Texas Election Code requires voting systems to be adopted by the Town.

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

SECTION 1.

The Town adopts the HART InterCivic Verity Voting System version 2.0.2 as the voting system for Town elections, including absentee voting by mail, early voting by personal appearance, regular voting on Election Day and provisional voting.

SECTION 2.

This resolution shall be effective immediately from and after its passage.

PASSED AND APPROVED on this the 1st day of March, 2021.

APPROVED:

Steve Dixon, Mayor

ATTEST:

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: March 1, 2021

FROM: Bryn Meredith, Town Attorney

ITEM: **Consider approval of a resolution supporting House Bill 1538 relating to proposed amendments to the municipal sales and use tax for street maintenance; and providing an effective date.**

BACKGROUND INFORMATION: As Council may recall, the Council may support or oppose pending legislation that may impact the Town.

Senator Nathan Johnson of Dallas has filed House Bill 1538 this legislative session, a copy of which is attached. The proposed House Bill would make the following two changes to the provisions of Chapter 327 of the Texas Tax Code relating to the street maintenance tax:

1. The proceeds of the street maintenance tax are currently limited to maintaining and repairing existing streets and sidewalks. The proposed bill would allow the proceeds of the street maintenance tax to also be used for water, sanitary sewer, or stormwater (drainage) infrastructure within the street right-of-way when associated with repair, maintenance or reconstruction of a municipal roadway.
2. Currently, the street maintenance tax for most municipalities has to be reauthorized by election every 4 years. Only a few cities with a certain population are currently authorized to renew the tax for periods of 8 or 10 years. The proposed legislation would allow the reauthorization for all cities to be for a period of either 8 or 10 years, if the voters of that city have approved the last two consecutive elections concerning the adoption or reauthorization of the tax.

Senator Jane Nelson has requested that the municipalities within her District which utilize a street maintenance tax consider approving a Resolution in support of House Bill 1538. If approved, the Resolution will be forwarded to Senator Jane Nelson's office, and to the City Manager of Coppel who is assisting in the support effort.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: If the bill becomes law, the Town could expend street maintenance tax funds for water, sewer and drainage infrastructure when associated with a street repair or reconstruction project. Also, the Town would not be required to spend funds to hold reauthorization elections as frequently.

Finance Review by: N/A

LEGAL REVIEW: Rob Allibon with Taylor, Olson, Adkins, Sralla, & Elam, has prepared the resolution.

ATTACHMENTS:

1. Proposed resolution

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

TOWN OF FLOWER MOUND

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS SUPPORTING HOUSE BILL 1538 RELATING TO PROPOSED AMENDMENTS TO THE MUNICIPAL SALES AND USE TAX FOR STREET MAINTENANCE; 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 Texas Local Government Code; and

WHEREAS, the Town has previously adopted and currently collects a street maintenance tax as authorized by Chapter 327 of the Texas Tax Code (the "Statute"); and

WHEREAS, the Statute currently limits use of the street maintenance tax to maintaining and repairing existing streets and sidewalks, and the Statute requires the Town to hold an election to reauthorize the street maintenance tax every four (4) years; and

WHEREAS, Senator Nathan Johnson of Dallas has filed House Bill 1538 in the currently legislative session which proposed two (2) changes to the Statute:

1. The proposed bill would allow the proceeds of the street maintenance tax to also be used for water, sanitary sewer, or stormwater (drainage) infrastructure within the street right-of-way when associated with the repair, maintenance or reconstruction of a municipal roadway; and
2. The proposed legislation would allow the reauthorization to be for a period of either eight (8) or ten (10) years, if the voters of the Town have approved the last two (2) consecutive elections concerning the adoption or reauthorization of the street maintenance tax; and

WHEREAS, the Town Council believes the adoption of House Bill 1538 is in the best interest of the citizens of the Town of Flower Mound, and supports the proposed legislation.

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

SECTION 1

The Town Council of the Town of Flower Mound, Texas hereby supports the adoption of House Bill 1538 relating to proposed amendments to the municipal sales and use tax for street maintenance.

SECTION 2

The Town Secretary is authorized and directed to furnish a certified copy of this Resolution to the elected representatives of the Town, to Senator Jane Nelson, and to other members of the Texas Legislature to give notice of the Town's support of House Bill 1538.

SECTION 3

This resolution shall take effect immediately upon its adoption by the Town Council.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THIS 1ST DAY OF MARCH, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: March 1, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of an ordinance requiring Town-sponsored open government training for all boards, commissions, and committees.

BACKGROUND INFORMATION: On October 19, 2020, the Town Council provided direction to formalize in writing that the Town-sponsored open government training be a requirement upon acceptance of a position on a Town board or commission.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE III, "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 1, "GENERALLY," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS BY ADDING SECTION 2-92 "OPEN GOVERNMENT TRAINING" TO REQUIRE ALL BOARD, COMMITTEE, AND COMMISSION MEMBERS TO ATTEND TOWN SPONSORED OPEN GOVERNMENT TRAINING; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; 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 understands the importance compliance with relevant open government laws by Town board, committee and commission members; and

WHEREAS, the Town Council desires to mandate open government training for board, committee and commission members in order to help ensure compliance with relevant laws;

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

SECTION 1

Division 1 "Generally" of Article III "Boards, Committees, Commissions" of Chapter 2 "Administration" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adding a new Section 2-92 "Open Government Training," which shall read as follows:

"Sec. 2-92. – Open Government Training.

- (a) Members of any Town board, committee, or commission shall complete Town sponsored open government training within 90 days of their appointment. Such training may be completed either by attending a live training session offered by the Town, or by watching a video provided by the Town.
- (b) The training required by this Section is in addition to any training a member of a board or commission may be required to complete pursuant to Texas Government Code Chapters 551 or 552.
- (c) Failure of a board, committee, or commission member to complete the training required by this Section, within the time frame prescribed by this Section, shall be considered grounds for removal for "cause"

SECTION 2

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 3

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 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 1ST DAY OF MARCH, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 05

CONSENT ITEM

DATE: March 1, 2021
FROM: Andy Kancel, Chief of Police
ITEM: Consider approval of the 2021 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.

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

The USACE Cooperative Agreement this year includes:

Period Covered	Weekend Hours	Holidays	Total Hours
Friday, May 14, 2021 through Sunday, September 12, 2021	• 8 hours on Fridays (1500-2330) • 10 hours on Saturdays (1300-2330) • 8 hours on Sundays (1500-2330)	• Memorial Day • July 4th • Labor Day	490

The USACE will reimburse the Flower Mound Police Department a total contract price of \$42,429.10, which is \$86.59 per hour.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

FISCAL IMPACT: \$0 due to revenue offsetting expenditures

Proposed Expenditure/(Revenue):	Account Number(s):
\$ (42,429.10)	100-4605
\$ 42,429.10	100- various expense accounts

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

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

ATTACHMENTS:

1. Cover Letter and Solicitation for Contract

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



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

CESWF-CT

25 January 2021

Captain Colin Sullivan
Flower Mound Police Department
4150 Kirkpatrick Lane
Flower Mound, TX 75028

Dear Captain Sullivan,

Attached is Solicitation No. W9126G21Q0014 for the requirement of police services for the project, FY21 Contract for Increased Law Enforcement for that part of Grapevine Lake lying within Flower Mound, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **12:00 P.M. CST, on Monday, 1 March 2021**. Please submit your quote via email to Matthew S. Dickson, matthew.s.dickson@usace.army.mil

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

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

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

Sincerely,

Matthew S. Dickson

Matthew S. Dickson
Contract Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 44	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G21Q0014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MATTHEW S DICKSON				b. TELEPHONE NUMBER (No Collect Calls) 817 886 1110	
6. SOLICITATION ISSUE DATE 25-Jan-2021		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 01 Mar 2021					
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB ☐ 8(A) NAICS: 922120 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
						14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☐ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER Steve Dixon, Mayor		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 44	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
☐ PARTIAL ☐ FINAL				36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 14-MAY-2021 TO 12-SEP-2021	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY21 Increased Law Enforcement FFP FY21 Contract for Increased Law Enforcement (CILE) for that part of Grapevine Lake lying within the town of Flower Mound for the purposes of enforcement of State and local criminal and civil laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499	1	Job		

 NET AMT

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES
GRAPEVINE LAKE 2021
FLOWER MOUND POLICE DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary Analysis for 2021 lake patrol based on average overtime rates of all patrolmen and sergeants projected to perform work on this contract, 490 hours.

Average Overtime Rate	
Salary	\$ <u>61.78</u> per hour
Total Number of Contract hours	490 Hours
TOTAL Labor Cost per Overtime Hour	\$ <u>20.41</u>

VEHICLE COST:

Average number of contract mileage	<u>3716</u> miles
2020 GSA reimbursement rate	\$.58 per mile
TOTAL Vehicle Cost	\$ <u>2155.28</u>

CONTRACT SUMMARY:

Labor Cost per Man-Hour	\$ <u>82.19</u>
Vehicle Cost	\$ <u>4.40</u>
TOTAL COST/HOUR	\$ <u>86.59</u>
TOTAL CONTRACT PRICE	\$ <u>42,429.10</u>

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Town of Flower Mound Grapevine Lake 2021

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

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

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

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 14 May through 12 September, 2021, for a total of 490 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 14 May 2021 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays as well as on a Federally recognized holidays (see Appendices A,B and C).

1.4 General Information

1.4.1 Quality Control (Not applicable)

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

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

1.4.4 Hours of Operation: [Not applicable]

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

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

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

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

1.4.7.2 General Protection/Security Policy and Procedures:

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

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

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

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

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

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

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

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

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

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

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

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1**Performance Requirements Summary**

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

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

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

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

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE 2021

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1500-2330	8	1	1
SATURDAY	1300-2330	10	1	1
SUNDAY	1500-2330	8	1	1
Holidays:				
MAY 31 st	1130-2200	10	1	1
Memorial Day				
JULY 4 th	1330-2400	10	1	1
Independence Day				
SEPTEMBER 6 th	1130-2200	10	1	1
Labor Day				

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

Contract begins on 14 May, 2021, **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later**, with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 12 September, 2021 to complete the agreement. Only holidays within this contract will be included in this agreement.

PERFORMANCE WORK STATEMENT**APPENDIX B
2021****HOURS BY MONTH**

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

Shift Day	Hours	Days	Total
Fridays	8	18	144
Saturdays	10	18	180
Sundays	8	18	136
Memorial Day 31 May	10	1	10
Independence Day 4 July	10	1	10
Labor Day 6 Sept	10	1	10
		Grand Total	490

Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	8	10	8	10	
May	24	30	24	10	88
June	32	40	32	0	104
July	40	50	24	10	124
August	32	40	40	0	112
September	16	20	16	10	62
				Total Hours	490

PERFORMANCE WORK STATEMENT

APPENDIX C

2021

SCHEDULE OF DAYS WORKED BY MONTH

56 Days total

MAY: 14-16, 21-23, 28-31 (Includes Memorial Holiday) = **10 days**

JUNE: 4-6, 11-13, 18-20, 25-27= **12 days**

JULY: 2-4 (Includes Independence Day), 9-11, 16-18, 23-25, 30- 31 = **14 days**

AUGUST: 1, 6-8, 13-15, 20-22, 27-29 = **13days**

SEPTEMBER: 3-6 (includes Labor Day, 10-12 = **7 days**

Appendix D

DAILY ENF ORCEMENT ACTION SUMMARY

OPERATING AGENCY: Flower Mound Police Department

PROJECT: Grapevine Lake

OFFICERS NAME: _____ DATE: _____

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

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

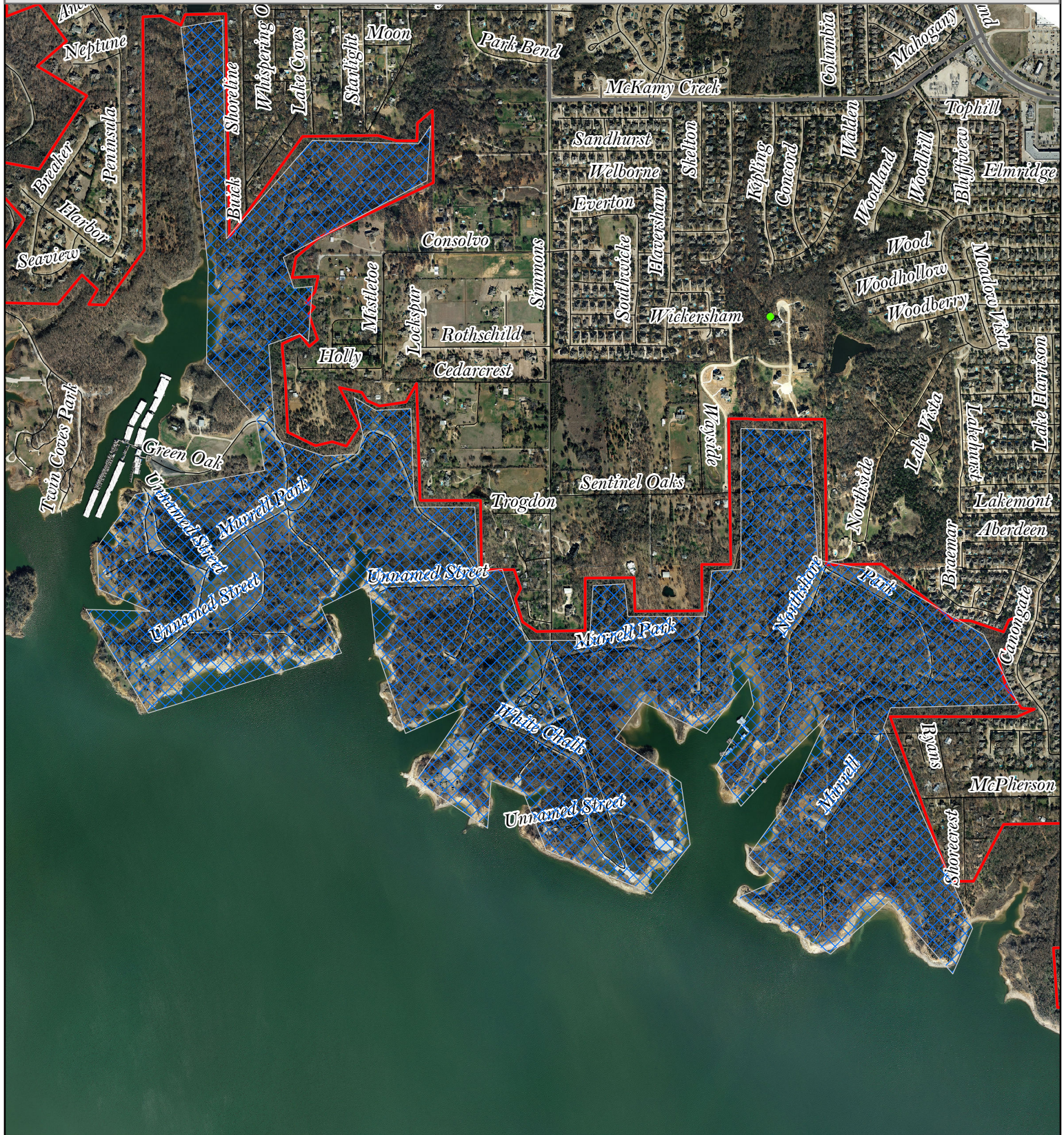
OFFENCE TITLE	Murrell Park				NOTES
Vehicles	A	C	W	V	
Parking					
Speeding					
Reckless					
State Req.					
DWI					
Other					
TOTALS					
Conduct					
Loud/Unruly					
Pubic Intox					
Cont Subst.					
Minor Poss.					
Theft					
Vandal					
Litter					
Weapons					
Assault					
Other					
TOTALS					

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

Officer Number: _____ Date: _____ Signature: _____

Increased Law Enforcement Patrol Map

Grapevine Lake - Murrell Park



1,500 750 0 1,500 Feet

Legend

 Fee Boundary

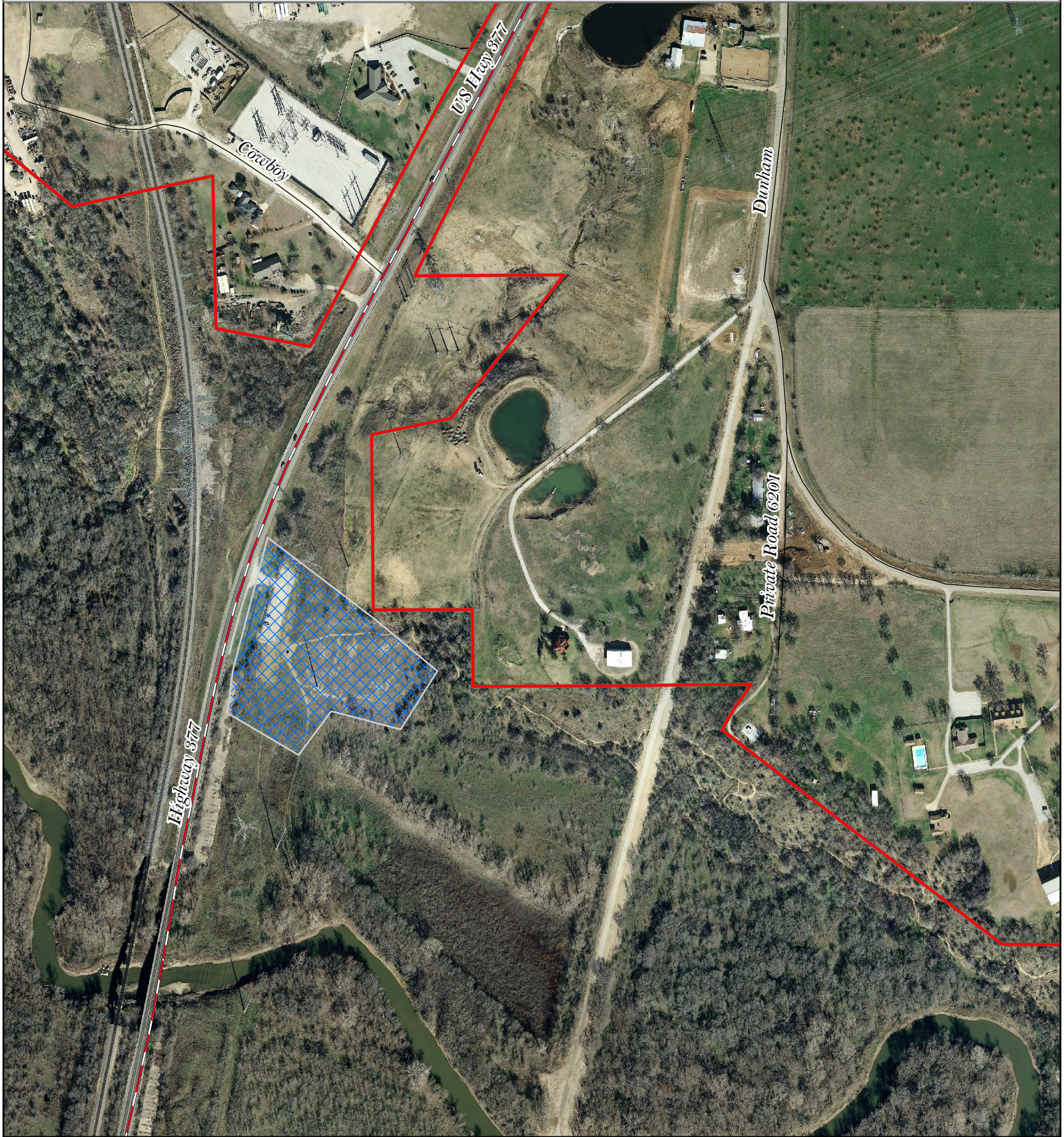
Map Created: 20 Nov 2019 By: John Mathney

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



US Army Corps of Engineers
Fort Worth District

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



520 260 0 520 Feet

Legend

 Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

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



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

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JUN 2020
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 922120.
- (2) The small business size standard is .
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2020)

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

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) (☐) Outside the United States.

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

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

(2) (☐) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

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

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

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

(4) Type of organization.

(____) Sole proprietorship;

(____) Partnership;

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

(____) Corporate entity (tax-exempt);

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

(____) Foreign government;

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

(____) Other -----.

(5) Common parent.

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

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse

gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

— .

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for ``covered telecommunications equipment or services".

(2) The Offeror represents that it [☐] does, [☐] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity

for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (OCT 2020)

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

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

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

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

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

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

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor MAY include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in

accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting

pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5231
Daniel W. Simms	Division of	Revision No.: 16
Director	Wage Determinations	Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Johnson Parker Tarrant Wise

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.37
01012 - Accounting Clerk II		18.37
01013 - Accounting Clerk III		20.55
01020 - Administrative Assistant		28.69
01035 - Court Reporter		23.01
01041 - Customer Service Representative I		14.02
01042 - Customer Service Representative II		15.77
01043 - Customer Service Representative III		17.21
01051 - Data Entry Operator I		14.39
01052 - Data Entry Operator II		15.70
01060 - Dispatcher Motor Vehicle		21.20
01070 - Document Preparation Clerk		15.89
01090 - Duplicating Machine Operator		15.89
01111 - General Clerk I		13.63
01112 - General Clerk II		14.87
01113 - General Clerk III		16.69
01120 - Housing Referral Assistant		22.46
01141 - Messenger Courier		15.56
01191 - Order Clerk I		15.73
01192 - Order Clerk II		17.16
01261 - Personnel Assistant (Employment) I		16.99
01262 - Personnel Assistant (Employment) II		19.01
01263 - Personnel Assistant (Employment) III		21.19
01270 - Production Control Clerk		23.27
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		18.01
01311 - Secretary I		18.01
01312 - Secretary II		20.14

01313	- Secretary III	22.46
01320	- Service Order Dispatcher	18.82
01410	- Supply Technician	28.69
01420	- Survey Worker	17.74
01460	- Switchboard Operator/Receptionist	14.27
01531	- Travel Clerk I	14.38
01532	- Travel Clerk II	15.44
01533	- Travel Clerk III	16.57
01611	- Word Processor I	15.33
01612	- Word Processor II	17.20
01613	- Word Processor III	19.24
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	22.70
05010	- Automotive Electrician	21.81
05040	- Automotive Glass Installer	21.40
05070	- Automotive Worker	21.93
05110	- Mobile Equipment Servicer	17.68
05130	- Motor Equipment Metal Mechanic	22.99
05160	- Motor Equipment Metal Worker	21.40
05190	- Motor Vehicle Mechanic	22.99
05220	- Motor Vehicle Mechanic Helper	17.15
05250	- Motor Vehicle Upholstery Worker	20.43
05280	- Motor Vehicle Wrecker	20.70
05310	- Painter Automotive	21.40
05340	- Radiator Repair Specialist	20.70
05370	- Tire Repairer	14.14
05400	- Transmission Repair Specialist	22.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.29
07041	- Cook I	12.89
07042	- Cook II	14.81
07070	- Dishwasher	10.52
07130	- Food Service Worker	11.32
07210	- Meat Cutter	13.63
07260	- Waiter/Waitress	9.21
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.73
09040	- Furniture Handler	11.79
09080	- Furniture Refinisher	14.91
09090	- Furniture Refinisher Helper	11.79
09110	- Furniture Repairer Minor	13.18
09130	- Upholsterer	16.90
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	11.77
11060	- Elevator Operator	11.77
11090	- Gardener	19.56
11122	- Housekeeping Aide	12.12
11150	- Janitor	12.12
11210	- Laborer Grounds Maintenance	14.56
11240	- Maid or Houseman	11.19
11260	- Pruner	12.87
11270	- Tractor Operator	17.89
11330	- Trail Maintenance Worker	14.56
11360	- Window Cleaner	13.72
12000	- Health Occupations	
12010	- Ambulance Driver	18.28
12011	- Breath Alcohol Technician	21.21
12012	- Certified Occupational Therapist Assistant	38.09
12015	- Certified Physical Therapist Assistant	33.92
12020	- Dental Assistant	20.20
12025	- Dental Hygienist	39.40
12030	- EKG Technician	29.97
12035	- Electroneurodiagnostic Technologist	29.97

12040 - Emergency Medical Technician	18.28
12071 - Licensed Practical Nurse I	18.96
12072 - Licensed Practical Nurse II	21.21
12073 - Licensed Practical Nurse III	23.64
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	25.58
12160 - Medical Record Clerk	17.93
12190 - Medical Record Technician	20.06
12195 - Medical Transcriptionist	20.16
12210 - Nuclear Medicine Technologist	42.21
12221 - Nursing Assistant I	12.72
12222 - Nursing Assistant II	14.30
12223 - Nursing Assistant III	15.60
12224 - Nursing Assistant IV	17.51
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.25
12250 - Pharmacy Technician	16.82
12280 - Phlebotomist	16.83
12305 - Radiologic Technologist	29.62
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	26.27
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.93
13012 - Exhibits Specialist II	25.93
13013 - Exhibits Specialist III	31.72
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	37.82
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	15.98
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	18.15
13072 - Photographer II	20.31
13073 - Photographer III	25.16
13074 - Photographer IV	30.77
13075 - Photographer V	37.24
13090 - Technical Order Library Clerk	17.28
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.27
14042 - Computer Operator II	20.44
14043 - Computer Operator III	23.35
14044 - Computer Operator IV	27.14
14045 - Computer Operator V	30.38
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.27

14160 - Personal Computer Support Technician	27.14
14170 - System Support Specialist	37.10
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	42.54
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	32.43
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	25.15
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.10
15086 - Maintenance Test Pilot Rotary Wing	45.10
15088 - Non-Maintenance Test/Co-Pilot	45.10
15090 - Technical Instructor	25.64
15095 - Technical Instructor/Course Developer	31.35
15110 - Test Proctor	20.69
15120 - Tutor	20.69
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.59
16030 - Counter Attendant	10.59
16040 - Dry Cleaner	13.60
16070 - Finisher Flatwork Machine	10.59
16090 - Presser Hand	10.59
16110 - Presser Machine Drycleaning	10.59
16130 - Presser Machine Shirts	10.59
16160 - Presser Machine Wearing Apparel Laundry	10.59
16190 - Sewing Machine Operator	14.43
16220 - Tailor	15.51
16250 - Washer Machine	11.64
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.17
19040 - Tool And Die Maker	30.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.95
21030 - Material Coordinator	23.27
21040 - Material Expediter	23.27
21050 - Material Handling Laborer	14.38
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	16.95
21110 - Shipping Packer	16.13
21130 - Shipping/Receiving Clerk	16.13
21140 - Store Worker I	12.54
21150 - Stock Clerk	18.18
21210 - Tools And Parts Attendant	16.95
21410 - Warehouse Specialist	16.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	37.80
23019 - Aircraft Logs and Records Technician	30.72
23021 - Aircraft Mechanic I	36.07
23022 - Aircraft Mechanic II	37.80
23023 - Aircraft Mechanic III	39.57
23040 - Aircraft Mechanic Helper	25.86
23050 - Aircraft Painter	34.22
23060 - Aircraft Servicer	30.72
23070 - Aircraft Survival Flight Equipment Technician	34.22
23080 - Aircraft Worker	32.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	32.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.07
23110 - Appliance Mechanic	19.52
23120 - Bicycle Repairer	18.50
23125 - Cable Splicer	28.78

23130 - Carpenter Maintenance	18.47
23140 - Carpet Layer	18.56
23160 - Electrician Maintenance	23.75
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	23.25
23290 - Fire Alarm System Mechanic	22.28
23310 - Fire Extinguisher Repairer	18.50
23311 - Fuel Distribution System Mechanic	21.21
23312 - Fuel Distribution System Operator	17.02
23370 - General Maintenance Worker	19.40
23380 - Ground Support Equipment Mechanic	36.07
23381 - Ground Support Equipment Servicer	30.72
23382 - Ground Support Equipment Worker	32.46
23391 - Gunsmith I	18.50
23392 - Gunsmith II	21.25
23393 - Gunsmith III	23.60
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.24
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.31
23430 - Heavy Equipment Mechanic	24.71
23440 - Heavy Equipment Operator	19.87
23460 - Instrument Mechanic	25.41
23465 - Laboratory/Shelter Mechanic	22.40
23470 - Laborer	14.38
23510 - Locksmith	21.53
23530 - Machinery Maintenance Mechanic	25.26
23550 - Machinist Maintenance	20.24
23580 - Maintenance Trades Helper	16.17
23591 - Metrology Technician I	25.41
23592 - Metrology Technician II	26.64
23593 - Metrology Technician III	27.88
23640 - Millwright	26.43
23710 - Office Appliance Repairer	18.66
23760 - Painter Maintenance	17.32
23790 - Pipefitter Maintenance	26.55
23810 - Plumber Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	23.60
23850 - Rigger	26.09
23870 - Scale Mechanic	21.25
23890 - Sheet-Metal Worker Maintenance	20.11
23910 - Small Engine Mechanic	19.51
23931 - Telecommunications Mechanic I	27.34
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	30.45
23960 - Welder Combination Maintenance	18.96
23965 - Well Driller	20.65
23970 - Woodcraft Worker	23.60
23980 - Woodworker	18.50
24000 - Personal Needs Occupations	
24550 - Case Manager	18.06
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.75
24620 - Family Readiness And Support Services Coordinator	18.06
24630 - Homemaker	18.06
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.15
25040 - Sewage Plant Operator	20.18
25070 - Stationary Engineer	30.15

25190 - Ventilation Equipment Tender	21.29
25210 - Water Treatment Plant Operator	20.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.64
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	23.01
27010 - Court Security Officer	25.65
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	23.01
27070 - Firefighter	30.69
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	31.05
27132 - Police Officer II	34.51
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.21
28042 - Carnival Equipment Repairer	15.54
28043 - Carnival Worker	10.22
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	19.23
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.45
29020 - Hatch Tender	26.45
29030 - Line Handler	26.45
29041 - Stevedore I	24.46
29042 - Stevedore II	27.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.00
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.64
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.64
30051 - Cryogenic Technician I	28.44
30052 - Cryogenic Technician II	31.41
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	25.68
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	26.84
30222 - Latent Fingerprint Technician II	29.64
30240 - Mathematical Technician	30.53
30361 - Paralegal/Legal Assistant I	20.25
30362 - Paralegal/Legal Assistant II	25.08
30363 - Paralegal/Legal Assistant III	30.68
30364 - Paralegal/Legal Assistant IV	37.12
30375 - Petroleum Supply Specialist	31.41

30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	31.41
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	27.32
30492 - Unexploded Ordnance (UXO) Technician II	33.06
30493 - Unexploded Ordnance (UXO) Technician III	39.62
30494 - Unexploded (UXO) Safety Escort	27.32
30495 - Unexploded (UXO) Sweep Personnel	27.32
30501 - Weather Forecaster I	28.44
30502 - Weather Forecaster II	34.59
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.97
30621 - Weather Observer Senior	(see 2) 25.68
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.06
31020 - Bus Aide	14.54
31030 - Bus Driver	21.23
31043 - Driver Courier	16.94
31260 - Parking and Lot Attendant	10.63
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	12.70
31361 - Truckdriver Light	18.53
31362 - Truckdriver Medium	20.50
31363 - Truckdriver Heavy	22.14
31364 - Truckdriver Tractor-Trailer	22.14
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.12
99030 - Cashier	10.77
99050 - Desk Clerk	11.75
99095 - Embalmer	24.25
99130 - Flight Follower	27.32
99251 - Laboratory Animal Caretaker I	13.18
99252 - Laboratory Animal Caretaker II	14.42
99260 - Marketing Analyst	34.41
99310 - Mortician	24.42
99410 - Pest Controller	23.95
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	19.52
99711 - Recycling Specialist	23.99
99730 - Refuse Collector	17.25
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	10.80
99830 - Survey Party Chief	28.67
99831 - Surveying Aide	16.63
99832 - Surveying Technician	20.93
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.17
99842 - Vending Machine Repairer Helper	14.05

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c) (1))."

**TOWN COUNCIL AGENDA ITEM NO. 06****CONSENT ITEM****DATE:** March 1, 2021**FROM:** Jeff Garner, Director of Facilities Management**ITEM:** Consider approval to replace rooftop condenser at Police and Court Facility

BACKGROUND INFORMATION: During the FY 20-21 budget process a decision package was submitted and approved to replace critical components of the HVAC system at the Police and Court Facility located at 4150 Kirkpatrick Lane. The 13-year-old 30 - ton roof-top condenser unit that provides cooling to 65% of the Police and Municipal Court Building has reached its useful life. The unit operates on a 24/7 basis. Additionally, the large air handler unit that works in conjunction with the condenser has reached its useful life.

The air handler was an existing piece of equipment from the Food Lion building (which was converted to our Police and Municipal Court Building in 1999) and was repurposed. The air handler unit is rusting, the evaporator coil is deteriorating, and performance is less than 60% efficient. Components are no longer available to make repairs. This air handler unit is sandwiched between the roof and suspended ceiling. Before a new system can be installed both the condenser and air handler must be removed to allow room for new rooftop equipment. The new equipment will be installed on the roof and include an air handler and refrigeration equipment. The new unit will be sized to the correct capacity to adequately support the building needs.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Not approving this request could result in a failed HVAC system for this building.

FISCAL IMPACT: \$146,398.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$146,398.00	100-655-59200-4030

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

LEGAL REVIEW: N/A**ATTACHMENTS:**

1. Trane Quote

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



LET'S GO BEYOND™

Trane U.S. Inc. dba Trane
 1617 Hutton Drive
 Carrollton, Texas 75006-8336
 Phone: (469) 758-3000
 Fax: (469) 758-3310
 Service Contact: (469) 758-3000

February 12, 2021

Jeff Garner
 Facilities Engineer
 Flower Mound City of
 2121 Cross Timbers Road
 Flower Mound, Texas 75028 U.S.A.

Site Address:
 Flower Mound Police Department
 4150 Kirkpatrick Lane
 Flower Mound, Texas 75028
 United States

ATTENTION: Jeff Garner

PROJECT NAME: Flower Mound Police Department Replace RTU

QUOTE NUMBER: 02-10514-20-005 **CO-OP CONTRACT NUMBER:** USC 15-JLP-023

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

SCOPE OF SERVICE

1. Engineer structure to sign off on new unit weight.
2. Lock and tag out equipment
3. Demo existing AHU located inside the building during after hours
4. Provide crane to remove and set equipment
5. Fabricate and install duct and transitions to connect new unit to existing distribution inside of the building envelope
6. Provide electrical from the new disconnect to the unit.
7. Roofers to cut back TPO roof for new duct and flash and seal.
8. Provide factory start-up
9. Check operation

Exclusions:

- Any control design or control work.
- Customer is carrying their own controls.
- Electrical from the panel to the new disconnect.
- Customer's electricians to run new electrical service from the panel to new disconnect on the unit and match the MOP with correct wire size.
- No temporary heating or cooling.
- Any additional structure work needed after engineering.

**Packaged Rooftop, Cooling / Heating Units (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
A1	RTU	1	50 Ton Packaged Commercial Rooftop	TCH600BE0

Standard Unit

DX Cooling, no heat

Horizontal supply and horizontal return

50 ton 60 Hertz

208 Volt 60 Hertz 3 Phase

Cooling only unit

Barometric relief

2" MERV 8 High efficiency, throwaway filters

20 hp supply motor

725/604 (60/50 hz) Supply fan drive

0-100% Economizer, dry bulb control with low leak OA damper

VAV (DTC) with supply VFD, bypass, & motor shaft grounding

Factory powered ground fault convenience outlet with disconnect switch

Hinged service access doors

Louvered condenser coil hail guards

BACnet communication interface module

5k SCCR

Standard efficiency unit

TD5 Touchscreen display, human interface

Ventilation module - SZVAV (FId)

1st year parts, labor & refrigerant warranty

2nd – 5th year parts, labor & refrigerant warranty**NOT INCLUDED:**

- Controls / wiring / installation / rigging / communication interface card
- Vibration isolation / roof curb insulation
- Attic stock / additional filters / belts / sheaves
- Smoke detectors
- Coil coatings
- Double wall construction
- Stainless steel drain pan and / or heat exchanger
- Thermostats / humidity / temperature / CO2 sensors
- Airflow monitoring stations / hood extensions
- Owner training / maintenance (available as an add upon request)
- Any other item not listed in unit detail

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$146,398.00

NOTE: Price does not include any structural adjustments to the building that may be needed.

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from February 12, 2021.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Joe Lucash
Sales Representative

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



TOWN COUNCIL AGENDA ITEM NO. 07

CONSENT ITEM

DATE: March 1, 2021

FROM: Gary Bertagnolli, IT Director

ITEM: Consider approval to renew the Town's three year Enterprise Enrollment Agreement with Microsoft to provide the town with Licensing for Office 365, Servers, SharePoint, Advanced Threat Protection and Desktop Operating Systems, from Software One, with first year subscription in the amount of \$233,477.34.

BACKGROUND INFORMATION: The Town of Flower Mound utilizes Microsoft's Enterprise services for product licensing.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$233,477.34

Proposed Expenditure:	Account Number(s):
\$233,477.34	565-270-84510-2020

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

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

ATTACHMENTS:

1. SoftwareOne Quote
2. Enterprise Enrollment
3. Amendment
4. Signature Form

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

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

Date
Customer No.
Your Reference
Account Manager
Your Contact Person
E-Mail
Our Tax ID

02/24/2021
US-SCU-140647
Renewal EA GCC (VG)
Phillip Bushman
statestore.us
statestore.us@softwareone.com
39-1501504

Quote US-QUO-888078

Invoice Address

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

Shipping Address

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

License Address

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

purchasing@flower-mound.com

Pos.	No.	Description	Manufacturer	Disc-Lev.	Format	Start Date	End Date	Version	OS	Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
Contract DIR-TSO-4061														
Renewal EA Annual														
10	AAD-34700	M365 E3 From SA GCC Per User							NON-SPEC/AL					
		Monthly Subscription							Non-Specific					
		Microsoft		LEVEL D	SUB	IEA					487	297.60	0.00	144,931.20
20	AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr							NON-SPEC/AL					
		Government Monthly Subscription Add Prod							Non-Specific					
		Microsoft		LEVEL D	SUB	IEA ADD G					167	355.92	0.00	59,438.64
30	359-00961	SQL User CAL only							NON-SPEC/AL					
		Government 1 Year SA Add Prod							Non-Specific					
		Microsoft		LEVEL D	MNT	IEA ADD G					15	33.78	0.00	506.70
40	228-04433	SQL Server Standard							NON-SPEC/AL					
		Government 1 Year SA Add Prod							Non-Specific					
		Microsoft		LEVEL D	MNT	IEA ADD G					7	145.86	0.00	1,021.02
50	6VC-01253	Windows Remote Desktop Services Device CAL only							NON-SPEC/AL					
		Government 1 Year SA Add Prod							Non-Specific					
		Microsoft		LEVEL D	MNT	IEA ADD G					2	18.12	0.00	36.24

Quote US-QUO-888078

Pos. No.	Description	Manufacturer	Disc-Lev.	Format	Start Date End Date Lic. Model	Version OS Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
60	9EA-00278	Windows Server DataCenter Core 2 Lic Core Lic Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	66	125.25	0.00	8,266.50
70	9EM-00270	Windows Server Standard Core 2 Lic Core Lic Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	130	18.12	0.00	2,355.60
80	3MS-00001	Exchange Online Plan 1 Gov ShrdSvr per User Government Monthly Subscription Add Prod Microsoft	LEVEL D	SUB	IEA ADD G	NON-SPEC/AL Non-Specific	106	37.56	0.00	3,981.36
90	3GU-00001	Office 365 Exchange ATP for Gov ShrdSvr per User Government Monthly Subscription Microsoft	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	654	18.72	0.00	12,242.88
100	P3U-00001	Visio Online Plan 2 GCC ShrdSvr per User Government Monthly Subscription Add Prod Microsoft	LEVEL D	SUB	IEA ADD G	NON-SPEC/AL Non-Specific	5	139.44	0.00	697.20
Annual Total Year 1: \$233,477.34										
Annual Total Year 2: \$233,477.34										
Annual Total Year 3: \$ 233,477.34										
Total USD excl. Tax										233,477.34
Tax										0.00
Total USD incl. Tax										233,477.34

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms	30 Days net
Shipping Method	Electronic Software Delivery
Quote valid until	03/31/21

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: <https://portal.softwareone.com/Quotes/DocumentDetail/US/US-QUO-888078>



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

68619691

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

51292472

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Flower Mound

Contact name* First Gary **Last** Bertagnolli

Contact email address* gary.bertagnolli@flower-mound.com

Street address* 2121 Cross Timbers Road

City* Flower Mound

State* TX

Postal code* 75028-2602-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 972-874-6051

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Gary **Last** Bertagnolli

Contact email address* gary.bertagnolli@flower-mound.com

Street address* 2121 Cross Timbers Road

City* Flower Mound

State* TX

Postal code* 75028-2602-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 972-874-6051

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Gary **Last** Bertagnolli

Contact email address* gary.bertagnolli@flower-mound.com

Phone* 972-874-6051

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.

Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1

City* Waukesha

State* WI

Postal code* 53186-4093

Country* United States

Contact name* MS US Admin

Phone* 262-317-5555

Contact email address* ms-admin.us@softwareone.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Volume Licensing

Amendment to Contract Documents

Enrollment Number

5-0000006209057

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)

Invoice for Quoted Price

Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34700	M365 E3 FromSA GCC Unified ShrdSvr ALNG SubsvL MVL PerUsr	0	487
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsvL MVL PerUsr	0	167
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	0	654
P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsvL MVL PerUsr	5	0
3MS-00001	ExchgOnlnP1GCC ShrdSvr ALNG SubsvL MVL PerUsr	106	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B
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Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

01E73535

5-0000006209057

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	1017935.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Flower Mound Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ (date Microsoft Affiliate countersigns)
Agreement Effective Date _____ (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



TOWN COUNCIL AGENDA ITEM NO. 08

CONSENT ITEM

DATE: March 1, 2021

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

ITEM: Consider approval of the purchase of one 2022 International HV607 6x4 13/15 Yard Tandem Axle Dump Truck with Snow Plow Hitch, Hook-Ups, PTO, Hydraulics and Controls to Include Sand Spreader Controls and Hydraulics per Town of Flower Mound Specifications and Vendor Quote from Southwest International Trucks in the amount of \$116,979.71.

BACKGROUND INFORMATION: The Public Works Department is requesting the purchase of one new 2022 International HV607 6x4 13/15 Yard Tandem Axle Dump Truck with Snow Plow Hitch, Hook-Ups, PTO, Hydraulics and Controls to Include Sand Spreader Controls and Hydraulics per Town of Flower Mound Specifications and Vendor Quote in the amount of \$116,979.71 from Southwest International Trucks through Buy Board Contract 601-19. This purchase is a new addition to the Town's Fleet Inventory approved via Fiscal Year 20-21 Decision Package and approved in the Fiscal Year 20-21 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$116,979.71

Proposed Expenditure/(Revenue):	Account Number(s):
\$116,979.71	100-690-92240-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Supervisor's Bid Award Recommendation for Vehicle
2. BuyBoard Quote
3. Chassis Specifications
4. Dump Body Specifications and Estimate (Included in BuyBoard Quote)
5. Snow Plow Mounting and Estimate (Included in BuyBoard Quote)

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



Attachment 1

Bid Award Recommendation

Date: 11/25/2020

Description: **New 2022 International HV607 6x4 13/15 Yard Tandem Axle Dump Truck w/Snow Plow Hitch, Hook-Ups, PTO, Hydraulics and Controls to Include Sand Spreader Controls and Hydraulics.**

Qty.: 1

Replaces: NONE- Decision Package – Addition to Fleet

Bidder: Southwest International Trucks, Tom Claiborne, tom.claiborne@swit-tx.com
817-437-5675

Item: **New 2022 International HV607 6x4 Tandem Axle Dump Truck w/Snow Plow Hitch, Hook-Ups, PTO, Hydraulics and Controls to Include Sand Spreader Controls and Hydraulics as per attached Quote and Specifications.**

Total Cost of Vehicles, Equipment & Installation:

\$116,979.71

It is Fleet Services recommendation to award the bid to **Southwest International Trucks** in the amount of **\$116,979.71** utilizing **Buy Board Cooperative Contract # 601-19.**

Fleet Services Manager

11/25/2020

Date

PRICING WORKSHEET					
Buying Agency: City of Flower Mound Texas			Date Prepared 11/24/2020		
Southwest International Trucks			Contract 601-19		
Product Description: 2022 International HV607 tandem dump truck					
54,000			Base price is HV607 6x4		
Contact Person: Bill Sterner			Item: Base Chassis Bid		\$ 68,683.99
B: Options		Option cost is MSRP			
6x4 axle configuration	0.00	single air horn	75.20		
Frame reinforcement	1,360.00	under hood insulation for sound abatement	133.50		
front frame extension	556.00	splash panels for sound abatement	60.80		
Wheelbase for body	488.80	block heater	78.40		
Dana 14K front axle	1,120.80	Cummins 300 hp/860 torq	900.80		
14K front vocational springs and shocks	248.80	Cummins 2021 emissions	350.00		
4 wheel air trailer connections to EOF	433.60	remote engine control	48.00		
Bendix AD9 air dryer	360.00	Allison 3500 RDS 6 speed auto trans	4,628.80		
air tank and dir dryer location	112.80	Modine transmission oil cooler	718.40		
16.5 x 5 S cam front brakes	0.00	stalk shifter, column mounted	40.00		
16.5 x 7 S cam rear brakes	0.00	synthetic transmission oil	162.40		
1710 driveshaft system	0.00	Neutral at stop transmission feature for GHG	420.00		
horizontal short exhaust for wheelbase	928.80	Meritor 40 K tandem axle; MT-40-14X	59.20		
Aux light switch for driving lites	31.20	Hendrickson RT-403, 40K rear suspension	2,208.00		
body builder wiring	80.00	air conditioner	738.40		
electric trailer brake lights to EOF	290.40	yellow interior grab handles for safety	26.40		
2 Hd Batteries, 1900 CCA	52.00	air cleaner gage on dash	24.00		
trailer auxiliary feed circuit for brakes	98.40	air ride driver seat/ fixed pass seat	387.20		
LED truck lites; stop, turn, tail	152.80	Power heated mirrors, Aero style	279.20		
back up alarm	96.00	orange seat belts, cab sound insulation	92.80		
aux harness for front lites for snow plow	\$142.40	Accuride 8.25 x 22.5 white steel wheels	\$382.40		
18" battery box LH side	\$141.60	Continental 315/80r 22.5 20 ply front tires	563.20		
Mitsubishi starter	\$120.80	Continental 11R22.5 14 ply HDR2 rear tires	192.00		
water fuel sensor mounted on engine	\$176.80	Less Repeat customer discount	-5,250.00		
50 gal alum fuel tank LH side	\$41.60				
Subtotal Column 1:		\$ 7,033.60	Subtotal Column 2:		\$7,319.10
Total Options					\$ 14,352.70
CHASSIS WITH FACTORY OPTIONS					\$ 83,036.69
TOTAL BODY PRICE		See attached body spec sheet			
Warren Quote 11089, dump body, tarp,pintle hitch, power beyond					24,240.00
Additional Options:		BTE mounting hardware for snow plow			9,120.02
Buy Board Fee					400.00
Transportation					0.00
DOT Inspection with Fire Extinguisher and Road Flare Kit					183.00
TOTAL BUY BOARD PRICE					\$116,979.71
Tom Claiborne					
Southwest International Trucks-Arlington.					
2401 E. Pioneer Parkway, Arlington, Tx 76010					
Fax# 817-861-7084	Buy Board quote prepared by Tom Claiborne				
Office# 817-664-2904					
E-mail Address: tom.claiborne@swit-tx.com					
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.					
We will order your truck when we receive notification from the Buy Board of your purchase order.					

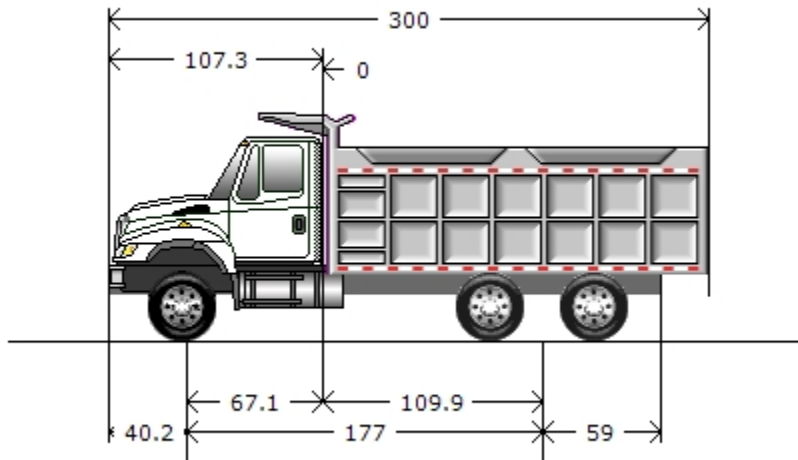
INTERNATIONAL®**November 25, 2020****Prepared For:**

Town of Flower Mound, Texas
 bill Sterner
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028-2602
 (972)874 - 6000
 Reference ID: N/A

Presented By:

SOUTHWEST INTL TRKS INC
 Tom E Claiborne
 2401 E PIONEER PKWY
 ARLINGTON TX 76010 -
 (817)461-2931

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2022 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 54000. Calc. GVWR: 54000 Calc. Start / Grade Ability: 25.37% / 1.34% @ 55 MPH Calc. Geared Speed: 78.2 MPH
DIMENSION:	Wheelbase: 177.00, CA: 109.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV60700	Base Chassis, Model HV607 SBA with 177.00 Wheelbase, 109.90 CA, and 59.00 Axle to Frame.	6413/3469	9882
1AND	AXLE CONFIGURATION {Navistar} 6x4	0/0	0
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	13/140	153
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	387/486	873
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
1UAM	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille	105/-15	90
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)	0/0	0
2AGC	AXLE, FRONT NON-DRIVING {Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity	28/0	28
3AGU	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 14,000-lb Capacity, for Reduced Deflection Vocational Use, with Shock Absorbers	106/0	106
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBS	AIR DRYER {Bendix AD-9} with Heater	17/11	28
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqn	2/0	2
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake	0/14	14
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic	0/28	28
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	14/7	21
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	0/0	0
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity	-23/0	-23
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/104	104
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30
5AAA	STEERING COLUMN Stationary	0/0	0
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
6DGZ	DRIVELINE SYSTEM {Dana Spicer} 1710 Main Driveline with 1710 Interaxle Shaft, for 6x4	6/22	28
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	58/-3	55
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
8585	FOG LIGHTS Prewire; Includes Auxiliary Switch and Wiring to Front Bumper, for Driving Lights or Fog Lights Mounted by Customer	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	7/7	14
8RMS	SPEAKERS Omit	0/0	0
8RMX	RADIO Omit, Includes Wiring and Antenna	0/0	0
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light	0/5	5
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8TNP	AUXILIARY HARNESS 5.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	3/0	3
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-35/12	-23
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	584/-20	564
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler	0/0	0
12VBC	AIR CLEANER Single Element	0/0	0
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	219/64	283
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	25/0	25
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29	0/2091	2091
14UHC	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Multileaf Springs, with Rubber Center Bushings	0/923	923
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	-1/-4	-5
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	23/3	26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-14/-4	-18
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	16/7	23
16SMW	GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar	0/0	0
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	62/0	62
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/56	56
7372135423	(8) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/120	120
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position	90/0	90
	Cab schematic 100WL		
	Location 1: 9219, Winter White (Std)		
	Chassis schematic N/A		
	Services Section:		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	8230/7561	15791

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Bill To	Ship To	Contact
SOUTHWEST INTERNATIONAL TRUCKS, INC. 3722 IRVING BLVD DALLAS TX 75247	SOUTHWEST INTERNATIONAL TRUCKS, INC. 3187 SOUTH HWY 101 BRIDGEPORT TX 76426	TOM C. (940) 683-8122 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		SOU069	MACK	DELIVERED	Net30	0/0/0000	10,018,216
QTY	Item Number	Description			UOM	Unit Price	Ext. Price
1	FLS-14-4248	DUMP BODY - FRAMELESS - 14' Q# 11089 TOWN OF FLOWER MOUND Yardage: 13/15 Floor Material: 3/16 A1011 Front / Material: 48" 10 GA A1011 Side / Material: 42" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: Yes Hoist / Cylinder: VTLW-63110 Hyd Tank: 30 GAL Frame Mount Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount			EA	\$23,890.00	\$23,890.00
1	TAILGATE	Air Operated: Yes Panel: 9 Material: 10 GA A1011 Height: 48 Slope: None Chains: 5/16" Double Acting: Yes			Each	\$0.00	\$0.00
1	DB OPTIONS # 1	Cabshield: Full Width-1/2 (24") Asphalt Apron: 8" Bolt On: No			Each	\$0.00	\$0.00
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Lights Specs: 6" OVAL LED S/T/T ON EACH REAR POST (SURFACE MOUNT) 6" OVAL LED AMBER STROBE ON EACH REAR POST (SURFACE MOUNT) 6" OVAL AMBER STROBE EACH SIDE/FRONT OF CAB PROTECTOR (SURFACE MOUNT)			Each	\$0.00	\$0.00
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: Clutch-Shift / Air Mudflaps and Brackets: Yes Steel Splash/Gravel Guards: Yes Side Boards: Formed Metal -2x6x3/16" Delivery Fuel/Charges: Yes			Each	\$0.00	\$0.00

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		SOU069	MACK	DELIVERED	Net30	0/0/0000	10,018,216	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
1	PAINT	Warren Stock Color				Each	\$0.00	\$0.00
1	PTO	POWER TAKE OFF PTO Muncie CS Series (Auto) Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).				EA	\$0.00	\$0.00
1	TARP SYSTEM	TARP system - installed Installed Pull Tarp S-8 Super Shield Steel Tarp Housing Self-Retracting Tarp Size: 84"x17" Tarp Type: Mesh Side Flaps: No				EA	\$0.00	\$0.00
1	TOW PACKAGE	Pintle Plate: 1" Pintle Hitch: 30 Ton Swivel (22" FROM GROUND) Glad Hands: Yes D Rings: Yes Tow Hooks: No Electric Plug: 6 Way & 7 Way				Each	\$0.00	\$0.00
1	SPECIAL HYDRAULICS	POWER & BEYOND HYDRAULICS TO OPERATE HYDRAULIC MAATERIAL SPREADER TO INCLUDE: SPREADER CONTROLS TO OPERATE CONVEYOR & SPINNERS - CAB/CONSOLE MOUNTED 30 GAL. FRAME MOUNTED OIL TANK POWER BEYOND VALVE (AIR/SHIFT) HYD. HOSES ROUTED TO END OF FRAME w/ Q/D FITTINGS LOCATED ON PLATE ATTACHED TO TOP OF PINTLE PLATE TO CONNECT TO SPREADER				Each	\$0.00	\$0.00
1	DELIVERY	DELIVERY OF COMPLETED UNIT/UNITS TO SWIT-DALLAS (\$350/UNIT)				Each	\$0.00	\$0.00

Quotation reviewed and accepted by:
(signed) _____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	\$23,890.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$350.00
Trade In Allowance	\$0.00
Total	\$24,240.00



ESTIMATE

Body Company, Inc.

972-554-0725 Local
800-634-5619 Toll Free
214-596-1041 Fax

Mailing Address
425 S. Loop 12
Irving, TX 75060

Ship to Address
425 S. Loop 12
Irving, TX 75060

Year	QUOTATION
2022	
Make	Model
International	HV607 6x4
Unit / Stock Number	Customer PO#
Chassis Vin #	Axle #
Body Serial #	Tarp #

Customer	End User
Southwest International	Town of Flower Mound

Unit / Stock Number	Customer PO#
Chassis Vin #	Axle #
Body Serial #	Tarp #

DATE	INQUIRY DATE	TO BE SHIPPED VIA	Name
11/03/20	11/03/20		
F.O.B.	EST. DELIVERY	SALESMAN	Parts Generator
BTE		Aaron Long	Travis
			Shop Generator
			AARON

Description of Work / Repair			
Southwest International/Flower Mound/Snow Plow Install			
QUANTITY	PARTS	PRICE	AMOUNT
1	UH30 to UH 31 Universal pin on hitch truck portion **	\$ 2,601.43	\$ 2,601.43
	Side plate style truck attach kit		\$ -
	4" x 10" Double Acting Lift Cylinder		\$ -
			\$ -
1	Snow Plow Lighting Kit	\$ 241.36	\$ 241.36
			\$ -
1	Power Pack With Controls	\$ 977.23	\$ 977.23
			\$ -
1	Misc Parts	\$ 300.00	\$ 300.00
			\$ -
	Parts Subtotal		\$ 4,120.02
HOURS	LABOR		AMOUNT
40	Install of snow plow hitch, power pack with in cab controls and lighting	\$ 105.00	\$ 4,200.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
	Labor Subtotal		\$ 4,200.00
	Shop Supplies	\$ 450.00	\$ 450.00
1	Shipping	\$ 350.00	\$ 350.00
	Tax		
	TOTAL		\$ 9,120.02

OTHER INFORMATION

** Lead time 45-75 Days ARO

ACCEPTED: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. PLEASE REFER TO ABOVE QUOTATION NUMBER WHEN PLACING YOUR ORDER.

DISCLAIMER; PRICE SUBJECT TO CHANGE IF ADDITIONAL WORK IS REQUIRED, WILL NOTIFY CUSTOMER FOR APPROVAL

Date of Acceptance: _____

Firm: _____

By: _____

THIS QUOTATION IS GOOD FOR
30 DAYS OR UNTIL MATERIALS
AND LABOR COSTS CHANGE.

BY _____

**TOWN COUNCIL AGENDA ITEM NO. 09****CONSENT ITEM****DATE:** March 1, 2021**FROM:** Dale Crown, P.E., Senior Project Engineer**ITEM:** Consider approval of a Professional Services Agreement with CP&Y, Inc., for the design phase services associated with the FM 2499 at FM 3040 Intersection Improvements project, in the amount of \$249,985.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project involves improvements to the intersection of FM 2499 and FM 3040 to increase traffic capacity. Improvements will include reconfiguration to provide a dual left turn, three thru lanes, and a dedicated right turn lane for each direction. Relocation of sidewalks, ramps, signage, utilities, and signal poles will be included as part of the project as needed. Signal poles will be updated or replaced as needed to provide proper signalization for the new lane configurations. An optional improvement includes relocation of the Chick-fil-A driveway to meet TxDOT spacing standards and a dedicated turn lane for the relocated driveway. The intersection improvements are scheduled for construction in Fiscal Year 2021-2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Professional Services Agreement would ultimately result in continued capacity issues at the intersection.

FISCAL IMPACT: \$249,985.00

Proposed Expenditure/(Revenue):

\$249,985.00

Account Number(s):

505-220-77115

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

Total project cost is \$2,210,000 Funding sources are:

- Other \$ 450,000
- Tax debt \$ 1,760,000

LEGAL REVIEW: 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
CP&Y, INC.**

This contract is entered into on this 1st day of March, 2021, 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 **CP&Y, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 1820 Regal Row, Dallas, TX 75235.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the FM 2499 at FM 3040 Intersection Improvements 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 FM 2499 at FM 3040 Intersection Improvements project specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit A hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Exhibit 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 Exhibit A and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Forty Nine Thousand Nine Hundred Eighty Five and No/100 Dollars (\$249,985.00). 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 Exhibit D-1; provided however that this Contract shall control in the event of any conflict between the language in Exhibit D-1 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 OCCURRING DIRECTLY AS A RESULT OF 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, 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

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:

Thomas Cochill, P.E.
Vice President
CP&Y, Inc.
1820 Regal Row
Dallas, Texas 75235
214-638-0500

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.

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:
CP&Y, Inc.

By: 
Name: Robin Handel, PE
Title: Senior Vice President
Date Signed: 2/11/21

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 11th day of February,
20 21, by Robin Handel in his capacity as Senior Vice President of
CP&Y, Inc., a Texas Corporation, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged that he
executed the same on behalf of and as the act of consultant.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE February
DAY OF 11, 20 21.


Notary Public, State of Texas

My Commission Expires:

Feb. 22, 2021

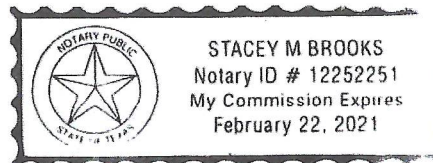


EXHIBIT A
SCOPE OF SERVICES
FOR
FM 2499 / FM 3040 INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS

The scope of work for services provided by CP&Y, Inc. (the “Engineer”) includes field surveying, engineering design, preparation of plans and specifications, computing of construction quantities, preparation of an opinion of probable cost, and preparation of construction bid documents. The standard drawings and specifications published by TxDOT will be utilized on the project and supplemented where necessary by standard drawings and specifications from the Town of Flower Mound, Texas (“Town”) and/or North Central Texas Council of Governments (“NCTCOG”).

The project involves improvements to the intersection of FM 2499 (Cross Timbers Road) and FM 3040 (Flower Mound Road). Improvements will include reconfiguration to provide a dual left turn, three thru lanes, and a dedicated right turn lane for each direction. The east-bound portion of FM 3040 will continue to have a dual-right turn lane as currently exists. Relocation of sidewalks, ramps, signage, utilities, and signal poles will be included as part of the design. Signal poles will be updated or replaced as needed to provide proper signalization for the new lane configurations.

It is the intent of the Town to provide additional capacity at this intersection to improve the overall Level of Service (LOS). Any necessary right-of-way needs to allow for the improvements will be obtained by the Town prior to construction.

Consultant services for this project shall include all aspects of the work as set forth in the following Scope of Services (Exhibit A), and in coordination with Services to be provided by the Town (Exhibit B). Any of the items identified herein that are specifically excluded from this scope of work, items not listed below that are desired by the Town to be included in the scope of work, or needs beyond the design scope as a result of TxDOT involvement may be added at any time via a duly executed Amendment defining the scope of those items and the related adjustment to the agreed upon fee.

The parameters for the design of the improvements shall include the following:

- A topographical and boundary survey of the project area will be performed to establish existing conditions, topography of the project site, and existing right-of-way limits. A separate ‘kmz’ file has been provided to the Town to delineate limits of the topographic survey.
- A geotechnical investigation is not anticipated with this project and is excluded from this scope. Existing pavement design will be utilized to match pavement type and thickness, including subgrade type and thickness.

- Drainage areas will be checked/redelineated to ensure if inlet capacity due to the addition of impervious cover (pavement resulting from the new turn lanes, etc.). If necessary, inlet sizing may be increased or additional inlets may be added to meet capacity, however no storm line design or analysis work is anticipated unless it is to extend an inlet due to new curb/gutter lines. The main storm system will remain as is and will not be analyzed or improved upon with this contract. If storm system analysis/improvement become necessary, it may be added as an amendment to the scope. TxDOT storm inlet analysis and standards will be utilized on this project.
- Improvements to the intersection will include pavement widening, reconstruction of existing pavement to assist with lane reconfiguration, and reconstruction of medians. Lane width will be no less than 12-feet for any turn or thru lane to satisfy the Town of Flower Mound Master Thoroughfare Plan and satisfy TxDOT lane width minimums. Existing pavement will be salvaged where possible and existing slopes/grades will be matched.
- Reconstruction of sidewalk (6' wide) and Barrier Free Ramps (BFR) at each intersection corner and along areas of improvement. The sidewalk will be salvaged where possible and upsized where needed to meet the 6' minimum width. Sidewalks on private property will remain as-is and will be reconnected to the sidewalks along FM 2499 and FM 3040.
- Adjustments, Improvements, or Replacement of existing signal poles to work with the new intersection layout. New poles will only be required if the existing is unable to remain due to road improvements and/or the mast arm being unable to provide the necessary signal head needs or reach for the intersection layout. Signal control boxes and necessary equipment will be upgraded and improved when necessary.
- Erosion control plans for use during construction and post construction. Erosion control to include inlet protection, sodding and/or seeding as necessary to re-establish vegetation. No landscape planning is anticipated and is excluded from the scope.
- Submittals to the Town of work-in-progress shall be made at 30%, 60%, 90% and 100% stages of completion, as more fully defined in Exhibit C. Each submittal will follow the Town's requirements while utilizing TxDOT standards and specifications.
- All plan sheets for review and construction shall be printed on 11"x17" bond paper and provided electronically in PDF format if requested.
- All design work shall be prepared in CAD with electronic files in MicroStation V8i and AutoCAD format. File can be provided to the Town upon completion of the record drawings if necessary.
- Standard and typical details of TxDOT, the Town, and NCTCOG selected for use will be included in the final plans and specifications. Plans and Specifications will follow Town of Flower Mound requirements and utilize TxDOT standards and details.
- Special details not available as a standard drawing by TxDOT, the Town, or NCTCOG will be prepared, as necessary.

- The Engineer will perform the necessary engineering and technical services for the Design, Bid, and Construction Phases, including any Additional Services for the development of this project in accordance with the following sections of this agreement. These items will follow Town of Flower Mound requirements and utilize TxDOT design requirements and details.

TASK 1 PROJECT MANAGEMENT & ADMINISTRATIVE TASKS

1. Project Management, Administration and Coordination

The Engineer will establish and maintain project schedules and budgets, develop monthly progress reports, prepare invoices, and attend no more than four (4) design meetings with the Town, TxDOT and/or other entities during the project.

It is assumed the meetings will under this task will include (1) with the Town to kick off the project, (3) with the Town to review/discuss milestone submittals (30/60/90).

2. Agency Coordination

FM 2499 and FM 3040 are both TxDOT Facilities and will require TxDOT coordination for various tasks on this project. Coordination with TxDOT will be handled by the Town. The Engineer will provide assistance and support with coordination and deliverables to TxDOT.

3. Site Visits/Field Investigations

Engineer will perform two site visits with the survey and design of this project. Engineer anticipates a pre design site visit to review the survey and become familiar with existing conditions and a second site visit near the end of the design to verify various elements and the design.

TASK 2 SURVEY

Prepare and execute topographical and boundary surveys for the design and construction of the project.

- a. Engineer will prepare and distribute Right-of-Entry (ROE) letters to affected property owners within the project limits requesting entry onto private property. The Town of Flower Mound will provide assistance if necessary.
- b. Recover and or establish horizontal and vertical control based on Town of Flower Mound or other applicable datum approved by the Town.
- c. Establish the horizontal and vertical project control per Town of Flower Mound, locate existing utilities, obtain cross section data and locate other topographical features in the project necessary for design. The general field surveying requirements are as follows:

- (i) Establish the horizontal control points using any Town control points if readily available. The project base line will be coincidental with or parallel to the stationed design baseline. The ROW will be established by using existing property corners found and tied. If insufficient or conflicting property data is found, a right-of-way survey shall be prepared as an additional service as directed by Town. Any traverse related to the project will be performed with appropriate modified second order procedures by closed loop into the project control. Closures will be one part in 20,000 or better.
- (ii) The vertical control survey shall include ties into any readily available Town benchmark for correlation. A Town approved benchmark will be established at the limits of the project and tied to the project baseline. Benchmarks shall be located outside of the anticipated construction area, so they are not disturbed during construction.
- (iii) Provide drawing of all trees greater than 4" in caliper, paving, and all surface and overhead features within the project limits including: all visible surface appurtenances such as power poles, guy anchors, overhead electric line crossings, telephone pedestals and cabinets, pipeline signs and vents, valves, manholes, roadway signs (size and photographs), mailboxes, private driveways, turnouts, fences. All existing drainage structures will be shown, to include: Flow line, riprap, headwall and wingwall elevations for drainage structures. The culvert dimensions, number of barrels, material type and photographs shall be noted for each drainage structure.

d. Information Submittal

All fieldwork will be documented and made available to Town for review if requested. Format of field data submittals will be a computer output listing of data collector information which includes x, y, & z coordinates and a description of each point; coordinate geometry computer output of traverses and level loops; field books if produced; or other acceptable formats. Survey files will be provided in ASCII format where applicable. A Digital Terrain Model shall be created and the MicroStation 3-D file including, but not limited to, break lines, elevation points, triangles and contours, on separate levels. Field Survey Data Collection.

TASK 3 SUBSURFACE UTILITY ENGINEERING (SUE)

Engineer will provide Level C/D Subsurface Utility Engineering services to locate existing utilities within the project limits. Level A/B SUE services are excluded from the scope and can be added to the project on an as-needed basis with Town approval.

SUE includes utility investigations above ground and subsurface prepared in accordance with AASHTO standards [ASCE C-1 38-02] and Utility Qualifications Levels:

- Quality Level D – Existing Records; Utilities are plotted from review of available

records.

- Quality Level C – Surface Visible Feature Survey; Quality level ‘D’ information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work are required for the work authorization.
- ~~Quality Level B – Designate two dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D, a new schematic or play layout will be necessary to identify the limits the proposed project and the limits of the work area required for the work authorization.~~
- ~~Quality Level A – Locate (Test Hole) Three dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality level B, C, and D information to produce Quality Level A.~~

Any utilities discovered through field investigative efforts by the Engineer, but no plan records or ownership data can be identified will be referred to as ‘unknown’ utilities.

Engineer will request utility records on all crossing utilities from the Client, Public Utilities and Private Utilities who provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. This includes create and call in locate tickets with Texas811 for the project limits to be coordinated with survey.

Deliverable will consist of a Quality Level C Microstation (DGN) 2D file depicting all sub-surface utilities found from record drawings, research, and above ground investigations in accordance with TxDOT requirements. These files can be provided in AutoCAD format (DWG) as well if necessary.

TASK 4 30% DESIGN PHASE

1. Preliminary Title Sheet

A project title sheet will be prepared as required for use in the construction plans. A detailed index of sheets that shows each sheet’s location in the plan set as well as it’s corresponding sheet number.

2. Existing and Proposed Typical Sections

Typical sections for all proposed and existing roadways will be provided. Typical sections will include, at a minimum, width of travel lanes, shoulders, border widths, curb offsets, ROW, baselines, pavement design, joints, side slopes, sodding/seeding, sidewalks, and station limits (if applicable).

3. Preliminary Traffic Control

Traffic Control Plans (TCP) will be developed and include TCP typical sections for the project. TCP will be developed in accordance with the latest edition of the TMUTCD. The Engineer will implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer will provide the following:

- Written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices to be used to handle traffic during each construction phase.
- Traffic control typical sections for each phase of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
- Temporary roadways and or pavement necessary to maintain lane continuity throughout the construction phase.

4. Control Data Sheets

Control Data sheets will be provided to show project control and benchmarks for construction. Horizontal alignment data will be provided to establish a baseline for the project.

5. Preliminary Plan Sheets

Horizontal alignments will be displayed on, plan sheets. These plan sheets will be a minimum of 1"=40' half-size (11"x17") and contain topographic information, roadway baselines, pavement edges, roadway pavement contours where necessary, limits of structures, limits of retaining walls, drainage structures excluding pipes, limits of sidewalks, limits of barriers and any other information necessary for pavement construction. Profiles are not anticipated as we will match existing pavement edges, elevations, and cross slopes.

6. Drainage Area Maps

Drainage area maps will be prepared at a minimum scale of 1"=100' (11"x17"), using available contour maps. Inlets will be located, and sub-drainage areas determined. The runoff to each inlet will be calculated in accordance with the TxDOT hydraulic design criteria.

7. Preliminary Drainage Plans (inlet and storm laterals only)

Plan/Profile sheets will be prepared at a minimum 1" = 40' horizontal and 1" = 5' vertical (11"x17"). These sheets will show the location of inlets, manholes, storm sewers, and slotted drains in relation to the project. Drainage profiles will be prepared which show profile information for the proposed storm sewer laterals, proposed ground above the storm sewers, existing ground above the storm sewers, and locations of lateral junctions. Appropriate discharge velocities will be maintained to minimize silting of the storm sewer in accordance with the TxDOT hydraulic design criteria.

Profiles will be provided only at locations where laterals are being extended due to a change in curb/gutter lines. The main storm system will remain as is and will only be shown if necessary, for connection purposes.

Modifications or improvements to the main storm drain systems are not anticipated and are excluded from the scope of work.

8. Estimate of Construction Cost

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with previous Town projects and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set.

An Engineer's Opinion of Probable Construction Cost will be prepared for the project using current unit cost data from the Town, TxDOT, and recent bid information.

9. Engineers internal QA and QC markup set.

TASK 5 60% DESIGN PHASE

All items provided at the 30% milestone with revisions incorporated based off of the 30% deliverable comments from TxDOT and the Town. In addition, the following will be provided:

1. Project Layout Sheets

Project layout sheets will be prepared at a minimum of 1"=100' (half-size), which clearly indicates the limits of the entire project. The layout sheet(s) will indicate the major structures contained within the project, the names of all intersecting roadways and waterways, and other items relevant to creating an overall perspective of the entire project.

2. Quantity Summary Sheets

Quantity summary sheets will be prepared with all necessary bid items listed for the project. Items will follow TxDOT bid items and be broken out as necessary and include a summary of small signs (if applicable).

3. Preliminary Removal Plans

These plan sheets will be a minimum of 1"=100' half-size (11"x17") and contain major bid items that are to be removed from the project site. Examples include but are not limited to the following: pavement, driveways, sidewalks, trees, storm inlets, etc.

4. Preliminary Drainage Computations

In accordance with standard practice, sheets will be prepared for Runoff and Inlet Computations. Storm Sewer Computations and Lateral Computations are excluded from the scope of this project. These sheets will tabulate all relevant data used in design for easy verification of the design methods and for future improvements to be coordinated with this project. Calculations from adjacent development projects will be reviewed and updated if necessary, to provide a consistent set of hydrology for the basin.

5. Signal Plans

Signal plans and/or signal modification plans will be prepared for the project. The design will include:

- Development of the physical design of the traffic signals system. The design may include new signal equipment or modifications to existing equipment. Traffic signal plans will be prepared and include existing conditions, traffic signal layout, traffic signal details, and standard drawings. The Engineer will use both Town and TxDOT standards and adhere to TxDOT PS&E requirements.
- Development of signal phasing and timing plans. The Engineer will coordinate these plans with the Town and secure approval.
- Development of temporary traffic signal plans to coincide with the TCP. Plan sheets will include temporary traffic signal layouts, temporary traffic signal standard drawings.
- Calculate, Summarize, and Tabulate permanent and temporary traffic quantities. The Engineer will prepare quantity summary and tabulation plan sheets and develop OPCC's.
- Develop specifications for traffic signal equipment. Town standard specifications will be utilized whenever possible. If necessary, TxDOT specifications may be used to supplement Town specifications, as approved by the Town.
- Signal plans will be provided to display necessary improvements/modifications to the signal structures, signal heads, conduits, control boxes, pedestrian push buttons, etc.
- These plans will be designed by a licensed professional transportation operations engineer.

6. Signing and Striping Plans

Signing and Striping plans will be developed following TxDOT standards. These sheets will include existing sign locations, proposed sign locations, proposed striping for lanes and pedestrian crossings.

7. SW3P Layouts

SW3P plans will be developed following TxDOT standards. These sheets will include all necessary BMP's (Best Management Practices) needed as well as any details required.

TASK 6 90% DESIGN PHASE

All items provided at the 60% milestone with revisions incorporated based off of the 60% deliverable comments from TxDOT and the Town. In addition, the following will be provided:

1. Construction schedule with anticipated dates for letting, award, and construction start/end activities.
2. Bid/Construction Administration Documents (Town Let)

The Engineer will assemble project documents governing the bidding and construction administration of the project including but not limited to the following: advertisement for bids, instructions to bidders, construction contract, bid schedule, bonds, general conditions of the contract, supplementary conditions and other documents related to the performance of work for the project.

3. Technical Specifications (Town Let)

A list of specifications necessary for construction of the various elements designed on the project will be compiled by the Engineer. Special specifications will also be provided.

4. Assemble and Incorporate Standard Drawings (Town Let)

The Engineer shall assemble, collect, and incorporate the necessary standard drawings needed for the plan set.

TASK 7 100% DESIGN PHASE/BID PHASE

All items provided at the 90% milestone with revisions incorporated based off of the 90% deliverable comments from TxDOT and the Town. In addition, the following items will be provided:

1. Final Construction Schedule
2. Final Bid/Construction Documents (Town Let)

This will include but not limited to the following: advertisement for bids, instructions to bidders, construction contract, bid schedule, bonds, general conditions of the contract,

supplementary conditions and other documents related to the performance of work for the project. The Town will provide the Engineer with any updates to these documents.

TASK 8 CONSTRUCTION PHASE

Letting and Construction is assumed to be handled by the Town.

1. Construction Contract Documents (Conformed Set)

After the project is awarded to a contractor, the Engineer will revise the plans to include any addenda published prior to award and update the project specifications documents to reflect the bid information as awarded. These revisions will constitute the final construction documents and will be provided to the Town for execution by the contractor, Town and TxDOT.

2. As-Built Drawings

The Engineer will prepare a reproducible complete set of As-Built drawings based on any field changes made during construction and any field notes or marked up plans provided by the contractor/Town/TxDOT upon completion of construction.

Administrative services, field engineering, shop drawing review, change orders, pay requests, requests for information, or any other construction related service not listed under this phase will be handled by the Town, unless requested by the Town to be added to the scope by an amendment to this contract.

TASK 9 OTHER DIRECT EXPENSES

The Engineer will necessarily incur reasonable expenses in conjunction with the design and administration of this project. Such expenses have been estimated from similar experiences and included as a line item on the Fee Summary (Exhibit D). These expenses include:

- Printing of specifications and plan sets for review, bidding and construction (printing)
- Project site visits (travel)
- Project meetings with Town and/or TxDOT (travel)

These expenses will be limited to every extent possible and will be reimbursed by the Town as part of this agreement. If the scope of the project changes or if the required number of submittals and/or copies changes appreciably from that indicated in Exhibit C, the Engineer reserves the right to seek additional compensation for the additional expenses.

TASK 10 PARCEL DOCUMENTS

If necessary, Engineer will provide the Town with the necessary documents for any Right-of-Way (ROW) and or Easement (ESMT) needs for this project. The Town will be responsible for any coordination, negotiation, and acquisition of the ROW and/or ESMT.

It is assumed that one (1) ROW/ESMT document will be provided, however if it is not necessary the Engineer will not charge the Town for this effort. If additional ROW/ESMT documents are needed beyond what is included in this scope, the Town can have those included by an amendment to the project scope.

ITEMS NOT IN SCOPE

The items listed below are not included in this scope of work. Should any of these items of work become necessary, the Town shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

- a. Utility Coordination (This will be handled by the Town if necessary)
- b. Level A/B Subsurface Utility Engineering (Pricing is provided if necessary)
- c. Traffic Analysis
- d. Geometric Exhibits/Schematic Design
- e. 3D Model & Cross Sections
- f. Irrigation Design
- g. Landscape Design
- h. Aerial Survey
- i. Utility Design (other than those noted under Task 8 thru Task 11)
- j. Geotechnical Investigation/Pavement Design
- k. Construction Inspection/Administration (other than those noted under Task 12)
- l. Permitting (unless associated and noted under a specific Task)
- m. Schematics & Environmental

ADDITIONAL SERVICES

1. Engineering Redesign

At various points during the design phase, the Engineer will submit work in progress plan sets for review by the Town. Such sets should receive a thorough review by the Town for compliance with the Town's expectations for the Project. (Note: the Town is not required to review such plan sets for design conformance, code compliance, or other requirements deemed to be the responsibility of the Engineer). Once these plans are reviewed and returned to the Engineer, they shall be considered accepted by the Town except as noted in the review comments. **Subsequent changes requested by the Town shall constitute Additional Services outside of the scope of this agreement. In such cases, the Engineer shall be granted a Supplemental Agreement for additional compensation in an amount sufficient to cover any and all costs incurred by the Engineer while completing the redesign effort.**

2. TDLR Review

A TDLR review is anticipated on this project based on the amount of applicable improvements. CP&Y will submit a final set of plans to a local TDLR review firm for review. Review fees are based on the construction cost of the project. CP&Y will submit an invoice to the Town for the cost of the review. This fee is not included in the Fee Summary attached (Exhibit D). This work will be considered an expense item.

SERVICES TO BE PROVIDED BY THE TOWN

FOR

**FM 2499 / FM 3040 INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS**

The Town will provide the following to the Engineer in the performance of the Project upon request:

- A. Provide any existing data the Town has on file concerning the Project.
- B. Provide any available as-built plans for the existing facilities in and around the project site.
- C. Provide any available as-built plans for Town owned utility lines along and/or below the existing and proposed facility.
- D. Provide any plats and/or development plans for adjacent properties.
- E. Provide Town preferred project specifications and construction administration documents in electronic format or an example specification package from a prior project as a go-by.
- F. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring cities and/or other franchise utility companies.
- G. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
- H. Give prompt written notice to Engineer whenever the Town observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
- I. Provide Engineer with the most recent and/or most appropriate traffic counts/turning counts for use in Traffic Analysis.

LIST OF SUBMITTALS
FOR
FM 2499 / FM 3040 INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS

During the course of this project the Engineer will make submittals to the Town for review and input. The timing of such submittals will be determined by the flow of work and responsiveness of the Town in reviewing previously submitted information. Below is a list of the expected submittals for this project and the approximate preparation time required for each submittal.

- A. Conceptual Design Plans (30%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Town. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include:
 - 1. Title Sheet
 - 2. Typical Sections
 - 3. Traffic Control
 - 4. Control Data
 - 5. Roadway Plan and Profile
 - 6. Drainage Area Maps and Preliminary Drainage Plans
- B. Preliminary Design Plans (60%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Town. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include all items submitted at 30% with the addition of the following:
 - 1. Project Layout
 - 2. Quantity Summary
 - 3. Removal Plans
 - 4. Drainage Computations
 - 5. Signal Plans
 - 6. Signing and Striping Plans
 - 7. SW3P Plans
- C. Pre-Final Design Plans (90%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Town. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include all items submitted at 90% with the addition of the following:
 - 1. Construction Schedule

2. First Draft of the Project Specifications
 3. Standard Details
- D. Bidding Plans (100%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. The final draft of the project specifications will be included with the plans. Five (5) sets of plans and project specifications will be provided for the Town's records. These final documents will be copies of the signed and sealed engineering plans to be used for the bidding the project. The plan set will also be provided in electronic format as PDF files.
- E. Construction Documents – plans and specifications revised after award to reflect changes made by addenda and update information supplied by the successful bidder. Engineer will provide the Town with five (5) half-size (11"x17") plan sets, two (2) full-size (22"x34") plan sets and five (5) project specification books for execution. The executed plan set will also be provided in electronic format as PDF files.
- F. As-Built Plans - to be submitted in electronic format as PDF files. These plans will reflect any design changes made during construction. All electronic project design files will be submitted in MicroStation V8 and PDF.
- G. Construction Cost Analysis — at the 30%, 60%, 90% and 100% plan stages the Engineer will submit an updated Opinion of Probable Construction Cost for review by the Town. This cost analysis will be based on updated estimates of material quantities and unit cost data from recent bid openings within the project area. This information is provided to the Town for informational purposes. The Engineer does not guarantee that the information provided in such analysis will reflect actual construction bid price or the final cost of the project.
- H. Permanent Right-of-Way Exhibits and Metes and Bounds Description for up to 1 Parcels. If more become necessary, they will be added by the Town via an amendment to the scope.

EXHIBIT D-1
FEE SUMMARY
FOR
FM 2499 / FM 3040 INTERSECTION IMPROVEMENT PROJECT
FLOWER MOUND, TEXAS

Lump Sum

TASK 01 - PROJECT MANAGEMENT & COORDINATION	\$	9,855.00
TASK 02 - SURVEY	\$	43,475.00
TASK 03 - SUBSURFACE UTILITY ENGINEERING (SUE)	\$	11,620.00
TASK 04 - 30% DESIGN PHASE	\$	47,370.00
TASK 05 - 60% DESIGN PHASE	\$	60,180.00
TASK 06 - 90% DESIGN PHASE	\$	47,910.00
TASK 07 - 100% DESIGN PHASE	\$	23,110.00
TASK 08 - CONSTRUCTION PHASE	\$	3,190.00
TOTAL BASE FEE	\$	246,710.00

Time & Materials (As Needed)

TASK 09 - OTHER DIRECT EXPENSES	\$	280.00
TASK 10 - PARCEL DOCUMENTS	\$	2,995.00
TOTAL BASE FEE	\$	3,275.00

TOTAL FEE	\$	249,985.00
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SCHEDULE
FOR
FM 2499 / FM 3040 INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS

The Engineer will work diligently to complete the design phase, prepare bid documents and provide any support services required during construction. The schedule of activities provided below is based on award of the design contract in April 2021. The remainder of the schedule is based on information provided by the Town during the selection process and previous experience with the Town of Flower Mound. This information can be adjusted based on the actual award date.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: March 1, 2021

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

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Morriss Road Water Line Phase III (Eaton to Waketon) project, in the amount of \$222,600.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project includes installation of approximately 4,400 linear feet of 30-inch water line along Morriss Road from Eaton Street to Waketon Road. The new 30-inch water line will replace an existing 20-inch water line along Morriss Road within the limits of the project. The existing line is being replaced due to maintenance issues. The proposed water main will provide additional capacity to the Town's distribution system per the Water Master Plan. The estimated cost for installation of the proposed 30-inch water line is \$2,500,000, which is scheduled for construction in Fiscal Year 2021-2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The proposed 30-inch water line will replace an existing 20-inch water line with past maintenance issues. A decision not to approve the Construction Agreement would result in continued maintenance issues with an existing 20-inch water line.

FISCAL IMPACT: \$222,600.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$222,600.00	601-900-98802

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

Total project cost is currently \$2,850,000. Funding sources are:

- Impact Fees \$ 350,000
- Utility Debt \$ 2,500,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this 1st day of March, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Morriss Road Water Line Phase 3 (Eaton to Waketon) project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Morriss Road Water Line Phase 3 (Eaton to Waketon) project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Twenty Two Thousand Six Hundred and No/100 Dollars (\$222,600.00). 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.

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 sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor

facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

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

not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

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

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

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

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

Kyle Sanderson, P.E.
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
972-770-3033 Telephone

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and

covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.

No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.

By: Scott R. Arnold

Name: Scott R. Arnold

Title: Vice President

Date Signed: February 4, 2021

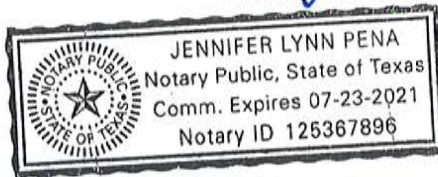
State of Texas §
 §
County of Tarrant §

This instrument was acknowledged before me on the 4th day of February, 2021, by Scott R. Arnold in his capacity as Vice President of Kimley-Horn and Associates Inc. a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Vice President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY OF Feb., 2021.

Jennifer Lynn Pena
Notary Public, State of Texas

My Commission Expires:
7-23-21



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Morriss Road Water Line Phase 3 (Eaton to Waketon)

PROJECT UNDERSTANDING

This project includes design of a 30-inch water line along Morriss Road from Eaton Street to Waketon Road. The water line will replace an existing 20-inch water line and is needed to provide additional capacity to the Town's distribution system and due to condition concerns with the existing 20-inch water line.

More specifically, the project is anticipated to include the following:

- Approximately 4,400 LF of 30-inch water line (Ductile iron)
- Cathodic protection design for ductile iron pipe
- Multiple geotechnical bores at Timber Creek and intersection crossings
- Approximately 600 LF of 48-inch bore/tunnel

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS AND MEETINGS

- A. Record Research - Work with Town staff to obtain all available record drawings for existing utilities along water line route. Coordinate with franchise utilities to obtain record drawings.
- B. Kick-off Meeting - Conduct kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the project.
- C. 60% Design Review Meeting – Conduct meeting with Town to review 60% plans. Prepare meeting minutes following review meeting.
- D. 90% Design Review Meeting - Conduct meeting with Town to review 90% plans. Prepare meeting minutes following review meeting.
- E. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, prepare project deliverables, and coordinate with subconsultants.

TASK 2: FIELD SURVEY AND BASE MAPPING

The exact alignment will be verified during preliminary design; however, it's assumed that the majority of the water line will be located within the Morriss Road median. Detailed topographic survey will be provided along a 50-foot strip centered on the proposed alignment, not within the entire right-of-way limits.

- A. Perform field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
 - 1. Property pins
 - 2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - 3. Lane striping
 - 4. Driveways
 - 5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - 6. Culverts (including flowline elevations) and bridges
 - 7. Guardrail
 - 8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - 9. Traffic signal poles, cabinets, and other signal equipment
 - 10. Signs (excluding temporary signs)
 - 11. Buildings
 - 12. Retaining walls
 - 13. Fence limits and material types
 - 14. Trees greater than 6-inch
 - 15. Other applicable physical features that could impact design
- B. Walk the survey and review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered an Additional Service.
- C. Incorporate underground franchise utilities, water, wastewater, and storm lines based on available record drawings.

TASK 3: 60% WATER LINE DESIGN

- A. Design Tasks
 - 1. Prepare plan view only drawings based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal. The following sheets are anticipated:
 - a. Cover

- b. General Notes
 - c. Sheet Index
 - d. Water Line Plan (5 sheets assumed)
 - e. Construction Details
 - f. Erosion Control Details
 2. Evaluate connections to existing distribution lines along project limits.
 3. Evaluate connections to existing 20-inch water line at three locations along the project limits.
 4. Perform wetland delineation in the field to determine limits of wetlands at the Timber Creek crossing.
 5. Prepare opinion of probable construction cost based on preliminary design.
 6. Submit to the Town 60% plan view only plans and OPCC for review and comment.
- B. Design Deliverables
1. Three (3) copies of the 60% Construction Plans
 2. Three (3) copies of the Opinion of Probable Construction Cost
- C. Services provided by the Town
1. Review and comment on 60% plan view only plans and OPCC.

TASK 4: 90% WATER LINE DESIGN

- A. Design Tasks
1. Prepare plan and profile sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal and 1" = 4' vertical. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Water Line Plan and Profile (5 sheets assumed)
 - e. Construction Details
 - f. Connection Details
 - g. Erosion Control Details
 - h. Cathodic Protection Plans and Details
 2. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
 3. Make revisions based on the Town's review of the 60% plans.
 4. Prepare general traffic control notes. Detailed traffic control plans are not included in this scope of work.

5. Evaluate sequencing and shutdown requirements.
6. Prepare connection details associated with the connection to the existing 20-inch water line.
7. Prepare auger boring or tunnel details and specifications at Waketon and College roadway crossings and at Timber Creek.
8. Prepare opinion of probable construction cost based on preliminary design.
9. Submit to the Town 90% complete Contract Documents and OPCC for review and comments.

B. Design Deliverables

1. Three (3) copies of the 90% Contract Documents (Plans and Specifications)
2. Three (3) copies of the Opinion of Probable Construction Cost for 90% submittals.

C. Services provided by the Town

1. Review and comment on 90% plans, technical specifications and OPCC.

TASK 5: 100% WATER LINE DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 90% submittal.
2. Prepare opinion of probable construction cost based on final design.
3. Submit to the Town 100% complete plans, specifications and OPCC
4. Submit final plans to appropriate regulatory agencies (TCEQ) for review and comments.

B. Design Deliverables

1. Three (3) copies of the 100% Contract Documents (Plans and Specifications)
2. Three (3) copies of the Opinion of Probable Construction Cost for 100% submittals.

TASK 6: CATHODIC PROTECTION DESIGN

A. Cathodic Protection Design

1. Evaluate existing soils and determine cathodic design requirements for ductile iron pipe.
2. Prepare plans and specifications for cathodic protection design

B. Design Deliverables

1. PDF copies of the plans and specifications will be included in the 90% and 100% submittals.

TASK 7: GEOTECHNICAL

A. Description

1. Perform four (4) bores at tunneling locations. The bores will be used to determine the general soil stratum as well as identify location of potential water table at Timber Creek crossing. Two (2) bores will be to a depth of approximately twenty (20) feet and two (2) bores to a depth of forty (40) feet. Only soil logs are being developed; a geotechnical report is not included.

B. Deliverables

1. Two (2) copies of the soil boring logs.

TASK 8: BIDDING PHASE SERVICES

- A. Provide 5 sets of bidding documents and CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon payment of a non-refundable fee to cover cost of printing the documents.

- B. Review Contractor questions and issue addenda as required.

- C. Prepare specification books for execution

D. Deliverables

1. Addenda as required
2. Print and deliver to the Town up to 5 sets of bid documents
3. Deliver 2 sets of specification books for execution
4. CD with PDFs of bid documents

E. Exclusions

1. Conformance Drawings

TASK 9: RECORD DRAWINGS

- A. Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital format. Kimley-Horn will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy.

B. Deliverables

1. One (1) compact disc containing Record Drawing in digital format (PDF, TIFF, CAD)

C. Services Provided by the Town

1. Review of Contractor's marks for completeness and accuracy

ADDITIONAL SERVICES

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

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

ATTACHMENT B**COMPENSATION**

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

TASK 1 – General Items and Meetings	\$10,000
TASK 2 – Field Survey and Base Mapping	\$44,000
TASK 3 – 60% Water Line Design	\$53,000
TASK 4 – 90% Water Line Design	\$65,500
TASK 5 – 100% Water Line Design	\$7,500
TASK 6 – Cathodic Protection Design	\$23,100
TASK 7 – Geotechnical	\$9,500
TASK 8 – Bidding Phase Services	\$3,500
TASK 9 – Record Drawings	\$6,500
<u>TOTAL</u>	<u>\$222,600</u>

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

**TOWN COUNCIL AGENDA ITEM NO. 11****CONSENT ITEM**

DATE: March 1, 2021

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

ITEM: Consider approval of an increase to the annual contract amount for Miscellaneous Concrete Replacement Services with F&F Concrete LLC., and Apex Concrete Construction Inc., contract 2018-50-A, from an estimated annual total of \$475,000.00 to an estimated annual total of \$745,000.00.

BACKGROUND INFORMATION: On April 2, 2018, Town Council awarded the annual Miscellaneous Concrete Replacement Services contract, contract #2018-50-A, to F&F Concrete, LLC and Apex Concrete Construction, Inc. for an annual estimated amount of \$475,000.00 with four one-year renewal options.

On September 21, 2020, Council approved a Non-Discretionary Decision Package in the amount of \$149,300.00 and a Decision Package in the amount of \$200,000.00 to increase funding to Street Maintenance as part of the Council's strategic goal of first-rate infrastructure.

Authorizing the increase in estimated annual expenditures to contract 2018-50-A with F&F Concrete, LLC and Apex Concrete Construction, Inc. will allow for the Public Works Department to purchase materials and services used by the Street Services Division for maintenance and repairs of miscellaneous concrete projects. Repairs to Timber Creek Road, Coker Drive, Colony Street, Lopo Road, and Bukner Drive are planned concrete repairs utilizing the increase to this contract.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$270,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$270,000.00	100-690-92240-4303

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Executed Contract - F&F Concrete
2. Executed Contract - Apex Concrete Construction

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

**TOWN OF FLOWER MOUND
CONTRACT WITH F&F CONCRETE, LLC FOR SERVICES
BID NO. 2018-50-A**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and F&F Concrete, LLC ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Miscellaneous Concrete Replacement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to an additional four (4) twelve (12) month periods at the Town's sole option, if written notice of the intent to renew is provided to the Contractor not less than sixty (60) days prior to the termination date of the initial contract period or then current extension.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town.

Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

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

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all

solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

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

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

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

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

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

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS.** The Contractor shall procure and pay for a good and sufficient performance bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents,

including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound. The Contractor shall also procure and pay for a maintenance bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. The Contractor shall also procure and pay for a good and sufficient payment bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

23. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

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

Name: Francisco Fabian
Title: Member
Company Name: F&F Concrete, LLC
Address: 2416 Chandler Dr.
City, State, Zip: Rowlett, TX 75088

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the

addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

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

AGREED TO BY:

F&F CONCRETE, LLC

By: Francisco Fabian
Name: Francisco Fabian
Title: Member
Date: 3-21-18

TOWN OF FLOWER MOUND, TEXAS

DocuSigned by:
Thomas E Hayden
C0C18FF54B8B438...
By: Thomas E. Hayden
Mayor
Date: 4/3/2018

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2018-328817

Date Filed:
03/21/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

F&F Concrete, LLC
Rowlett, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Flower Mound

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2018-50-A
Miscellaneous Concrete Replacement Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	F&F Concrete, LLC	Rowlett, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Francisco Fabian, and my date of birth is 3-4-65

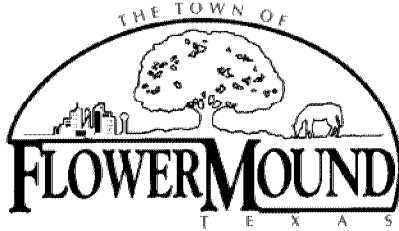
My address is 1222 Montclair Dr. Garland TX 75040 Dallas
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 21st day of March, 20 17.
(month) (year)

Francisco Fabian

Signature of authorized agent of contracting business entity
(Declarant)



Purchasing & General Services

Addendum No. 4

Issued February 15, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/20/2018 @ 11:00AM (CT)

Addendum No. 4 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

General Questions and Clarifications

Q: The bid says that this contract is for one year with four one-year options. Will the prices we bid today be the same for the next 5 years? I guess what I am asking is if we need to adjust our unit prices for possible inflation on materials and labor so we are covered if the Town chooses to go 5 years on the same contract.

A: Please refer to Section 39 of the Contract Terms and Conditions in the Bid Packet which state:

“PRICE ESCALATION: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.”

Q: Is there a minimum amount of work order the Town will provide to the contractor? (i.e. \$10,000 worth of work at a time.)

A: No, the Town will issue purchase orders as needs arise; but there is not a guarantee of a minimum amount of work at a time.

Q: Several questions were received relative to the bonds asking for a dollar amount of the Payment and Performance Bond.

A: Section IV for bonds has been revised. Please replace Section IV of the original page 10 with the revisions on the next page. The amount of the bid bond will be for the purchase order amount instead of estimated contract amount. At time of order, the vendor will provide a quote for requested work along with the required bonding.

Q: How long will a maintenance bond be required for each project?

A: Please replace Section IV of the original page 10 with the revisions on the next page. The maintenance bond requirement changed from 2 Years after completion of work to 1 Year after completion of work.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mounnd.com

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

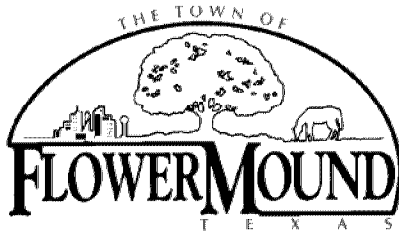
B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.



Purchasing & General Services
Addendum No. 3
Issued February 12, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00AM (CT)

Addendum #3 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

Changes

The project Questions Deadline and Bid Due date have changed as follows:

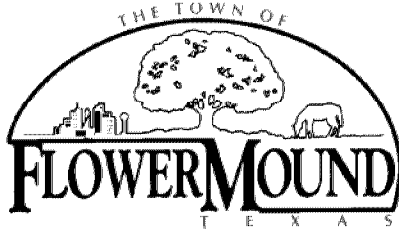
The project **Questions Deadline has been extended to 2/15/2018 at 11:00 a.m.** All questions must be submitted in writing to Sabrina Zadow, Purchasing Manager via email address sabrina.zadow@flower-mound.com. Questions will not be answered over the phone.

The project **Bid Due date has changed to 2/20/2018 at 11.00 a.m.**

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Bid Certification Form of your Proposal (page 20 of the bid packet).

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 2

Issued February 9, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Please replace Addendum #1 with this Addendum #2 as I accidentally issued the wrong bid document for Addendum #1. Please acknowledge both Addendums on your bid submittal.

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

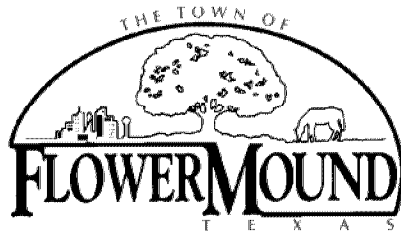
Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 1

Issued February 8, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

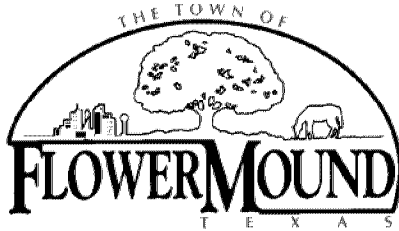
Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com

For questions regarding this addendum contact:



Purchasing & General Services Competitive Sealed Bid

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Questions Deadline:	2/7/2018 @ 12:00PM
Due Date and Time:	2/13/2018 @ 11:00AM

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

Delivery and Mailing Address:

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

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

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

For questions regarding this bid contact:

**Sabrina R. Zadow, Purchasing Manager
(972) 874-6007
sabrina.zadow@flower-mound.com**

The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the bid and will be returned unopened. Responses will be publicly opened and read aloud on the bid due date and time at the Town of Flower Mound, Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas, 75028.

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

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

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

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.
11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.

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

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

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

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

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

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

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

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

27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon Town approval, with four (4) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
28. **FUNDING:** The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
29. **ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
30. **INTERLOCAL AGREEMENT:** The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**
32. **DELIVERY PROMISE – PENALTIES:** Where indicated, respondents must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Flower Mound location(s).
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the Town of Flower Mound's satisfaction.
35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.

37. **AUDIT:** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE:** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
42. **PATENT RIGHTS:** Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.
- The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
46. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

**Town of Flower Mound
Bid No. 2018-50-A
Miscellaneous Concrete Replacement Services**

I. General Information

The Town of Flower Mound is soliciting bids for miscellaneous concrete replacement services to be performed within the Town of Flower Mound as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one (1) year, with four (4) optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsible and responsive bidder meeting specifications. The estimated annual expenditure for this service is \$475,000.00. Orders will be placed on an as needed basis as determined by the Town.

All bid prices submitted to perform the services as described in this bid will be all inclusive, F.O.B. Destination, Town of Flower.

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

II. Technical Specifications for Concrete Materials and Services

The intent of these specifications is to describe the various materials and services that the Town of Flower Mound Street Services Division may require. The latest version(s) or editions(s) of the Town of Flower Mound Design Criteria and Construction Standards, the North Central Texas Standard Specifications for Public Works Construction the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges will be considered as incorporated into these specifications by reference.

MATERIALS

1. Sand

Sand shall consist of clean, hard, durable grains, free of lumps and organic material. All particles must pass a No. 8 sieve.

2. Crushed Rock Aggregate

The aggregate shall consist of durable particles of crushed stone, free from frozen material or injurious amounts of salt, alkali, vegetable matter or other material

either free or as adherent coating, and its quality shall be reasonably uniform throughout. It shall have a wear of not more than 40 percent when tested in accordance with TXDOT Test Method Tex-410-A.

When tested by standard laboratory methods, crushed rock shall meet the following requirements for percentage by weight:

a. Fine Crushed Rock – Aggregate Grade 8

Retained on the 1/2 in sieve	0%
Retained on the 3/8 in sieve	0 to 5%
Retained on the No. 4 sieve	35 to 60%
Retained on the No. 8 sieve	90 to 100%

b. Standard Crushed Rock – Aggregate Grade 4

Retained on the 1 1/2 in sieve	0%
Retained on the 1 in sieve	0 to 5%
Retained on the 1/2 in sieve	40 to 75%
Retained on the No. 4 sieve	90 to 100%
Retained on the No. 8 sieve	95 to 100%

c. Course Crushed Rock

Passing the 1 1/2 in sieve	100%
Retained on the 3/4 in sieve	100%

d. Rock for Foundation

Passing the 5 in sieve	100%
Retained on the 2 in sieve	100%

e. Class “A” Embedment

The embedment consists of a Type “B” concrete cradle and a cap of select material or granular material.

3. Backfill

a. Types “B” and “C”

1) General. Type “B” backfill is imported sandy gravel material. Type “C” backfill is native material from trench excavation.

2) Tests. The liquid limit shall not exceed 35 when tested in accordance with ASTM Designation D 423. The plasticity limit shall not exceed 12 when tested in accordance with ASTM Designation D 424.

3) Gradation. Percent of rock volume allowed is 50%. Percent of maximum allowable dimension of rock to total backfill volume is 3%. Greatest dimension of rock allowed in trenches 4 ft. or less in width is 3 in. and in trenches greater than 4 ft. in width, 6 in. Percent of backfill by volume, of clay lumps is 25%. Largest dimension of clay lumps is 6 in. for trenches 4 ft. or less in width and 10 in. for trenches greater than 4 ft. in width.

- 4) Flowable Backfill. Flowable backfill shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days. Any material used shall be primarily granular, with a plasticity index <12 and with 100% passing a 3/4 in. sieve. The flowable mixture must be allowed to set prior to the placement of any overlying material.

4. Flexible Base (Crushed Stone)

- a. General. The item shall consist of a foundation course for a surface course or other base courses.

- b. Tests. The soil binder shall meet the following requirements:

The liquid limit shall not exceed 40 when tested in accordance with ASTM Designation D423. The plasticity limit shall be between 4 and 12 when tested in accordance with ASTM Designation D 424. The preparation of samples for testing shall be in accordance with ASTM Designation D 2217. Material retained on the No. 4 sieve shall have a percent wear of not more than 45 when tested in accordance with ASTM Designation C 131. The material when tested under The Wet Ball for Determining the Disintegration of Flexible Base Materials, TXDOT Test Method Tex-116-E, shall not develop more than 50 percent soil binder.

- c. Gradation. The material shall be obtained from approved sources, shall consist of durable particles of stone mixed with approved binding material and shall meet the following requirements:

Passing 1-3/4 in sieve	100%	
Passing No. 4 sieve	35 to 55%	(know as binder) Passing
No. 40 sieve	15 to 40%	(know as soil binder)

5. Reinforced Concrete

- a. Description. This item consist of finished concrete pavement, sidewalks, flumes, headwalls, retaining walls trails, handicap ramps and curbs of Portland cement concrete on a prepared subbase to the lines and grades as shown on the plans and grading plan prepared by the Contractor.
- b. Construction Method. All concrete shall be prepared, placed, and finished in Conformance with the NCTCOG Standard Specifications for Public Works Construction, Items 303 and 702 unless specifically noted below.
- c. Requirements. Concrete shall meet the following requirements:
 - 1) Concrete for pavement shall be Class P1, minimum 6 bag of cement per cubic yard, minimum compressive strength at 28 days shall be 4,200 psi, maximum water cement ratio of 0.49 (gallons per sack), coarse aggregate, per Table 303.2.1.3.2.(a), maximum slump of 4-inches (slip formed) and 5-inches (hand formed).

- 2) Concrete for 4" thick sidewalks shall be Class A, Minimum 5.0 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,000 psi, Maximum water cement ratio of 0.58 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 3) Concrete for 5.5" thick sidewalks, trail connector, trail header and curb ramps shall be Class C, Minimum 6 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,600 psi, Maximum water cement ratio of 0.53 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 4) Concrete for retaining wall and retaining wall components shall be in accordance with TxDOT Item 421.
- 5) Reinforcing steel for concrete pavement, curbs and gutters shall be No. 4 bars on 18-inch center, both ways. Reinforcing steel for other concrete pavements including sidewalks, trails, curb ramps, flumes and headwall structures shall meet the Towns Construction Standard of No. 3 bars at 18-inch center, both ways.
- 6) Traffic shall not be routed on new vehicular concrete pavement until it has attained 80 % of its compressive strength and is authorized by the Engineer.
- 7) Vehicular construction traffic shall be prohibited from traveling on any sidewalk or trail connector pavement.

B. Construction Specifications

The specifications for construction are found in Chapter 2 through Chapter 8, North Central Texas Standard Specifications for Public Works Construction, latest version.

III. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.

V. Questions Deadline

The Town of Flower Mound requires that all questions relating to this bid be directed via email to Sabrina Zadow, Purchasing Manager, at sabrina.zadow@flower-mound.com by **12:00pm on February 7, 2018**. **No questions will be answered over the phone.** Questions will only be accepted until the stated deadline.

VI. Submittals

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

- A. Bid Pricing Worksheet (Attachment A)
- B. References

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

- 1. Company Name
 - 2. Contact Name
 - 3. Contact Phone Number
 - 4. Effective Dates
 - 5. Description of Services
- C. Additional Forms
 - 1. Proof of Insurance
 - 2. Bid Certification Form
- D. Bid Bond

ATTACHMENT A TOWN OF

FLOWER MOUND

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES

BID NO. 2018-50-A

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$
43	5"-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative		
45	Remove HMAC and Sub Base Material	CY	\$
46	Saw Cut Full Depth Asphalt	LF	\$
47	Saw Cut Full Depth Concrete Pavement	LF	\$
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$
49	Install Sod, 1"-2" Bermuda	SY	\$
50	Install Sod, 1"-2" St. Augustine	SY	\$
51	Unclassified Excavation, 0-50 CY	CY	\$
52	Unclassified Excavation, 51-100 CY	CY	\$
53	Unclassified Excavation, 101+ CY	CY	\$
54	3' x 3' Type A Junction Box	EA	\$
55	4' x 4' Type A Junction Box	EA	\$
56	5' x 5' Type A Junction Box	EA	\$
57	6' x 6' Type A Junction Box	EA	\$
58	7' x 7' Type A Junction Box	EA	\$
59	4' x 4' Type B Junction Box	EA	\$
60	5' x 5' Type B Junction Box	EA	\$
61	6' x 6' Type B Junction Box	EA	\$
62	7' x 7' Type B Junction Box	EA	\$
63	18" Type A Headwall, Complete in Place	EA	\$
64	18" Type B Headwall, Complete in Place	EA	\$
65	18" Type C Headwall, Complete in Place	EA	\$
66	21" Type A Headwall, Complete in Place	EA	\$
67	21" Type B Headwall, Complete in Place	EA	\$
68	21" Type C Headwall, Complete in Place	EA	\$
69	24" Type A Headwall, Complete in Place	EA	\$
70	24" Type B Headwall, Complete in Place	EA	\$
71	24" Type C Headwall, Complete in Place	EA	\$
72	27" Type A Headwall, Complete in Place	EA	\$
73	27" Type B Headwall, Complete in Place	EA	\$
74	27" Type C Headwall, Complete in Place	EA	\$
75	30" Type A Headwall, Complete in Place	EA	\$
76	30" Type B Headwall, Complete in Place	EA	\$
77	30" Type C Headwall, Complete in Place	EA	\$
78	33" Type A Headwall, Complete in Place	EA	\$
79	33" Type B Headwall, Complete in Place	EA	\$
81	33" Type C Headwall, Complete in Place	EA	\$
82	36" Type A Headwall, Complete in Place	EA	\$
83	36" Type B Headwall, Complete in Place	EA	\$
84	36" Type C Headwall, Complete in Place	EA	\$
85	39" Type A Headwall, Complete in Place	EA	\$
86	39" Type B Headwall, Complete in Place	EA	\$
87	39" Type C Headwall, Complete in Place	EA	\$
88	42" Type A Headwall, Complete in Place	EA	\$
89	42" Type B Headwall, Complete in Place	EA	\$

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$
91	45" Type A Headwall, Complete in Place	EA	\$
92	45" Type B Headwall, Complete in Place	EA	\$
93	45" Type C Headwall, Complete in Place	EA	\$
94	48" Type A Headwall, Complete in Place	EA	\$
95	48" Type B Headwall, Complete in Place	EA	\$
96	48" Type C Headwall, Complete in Place	EA	\$
97	51" Type A Headwall, Complete in Place	EA	\$
98	51" Type B Headwall, Complete in Place	EA	\$
99	51" Type C Headwall, Complete in Place	EA	\$
100	54" Type A Headwall, Complete in Place	EA	\$
101	54" Type B Headwall, Complete in Place	EA	\$
102	54" Type C Headwall, Complete in Place	EA	\$
103	60" Type A Headwall, Complete in Place	EA	\$
104	60" Type B Headwall, Complete in Place	EA	\$
105	60" Type C Headwall, Complete in Place	EA	\$
106	66" Type A Headwall, Complete in Place	EA	\$
107	66" Type B Headwall, Complete in Place	EA	\$
108	66" Type C Headwall, Complete in Place	EA	\$
109	72" Type A Headwall, Complete in Place	EA	\$
110	72" Type B Headwall, Complete in Place	EA	\$
111	72" Type C Headwall, Complete in Place	EA	\$
112	Remove Single Barrier Free Ramp	EA	\$
113	Remove Double Barrier Free Ramp & Landing	EA	\$
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$

During the term of the contract, the successful vendor will be required to provide an itemized written quote for each miscellaneous concrete replacement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

Exhibit A

ATTACHMENT B
REFERENCES
WORKSHEET

1.

COMPANY NAME:
CONTACT NAME:
PHONE NUMBER:
EFFECTIVE DATES:
DESCRIPTION OF SERVICES:

2.

COMPANY NAME:
CONTACT NAME:
PHONE NUMBER:
EFFECTIVE DATES:
DESCRIPTION OF SERVICES:

3.

COMPANY NAME:
CONTACT NAME:
PHONE NUMBER:
EFFECTIVE DATES:
DESCRIPTION OF SERVICES:

Exhibit A**EXHIBIT A****INSURANCE REQUIREMENTS
CONSTRUCTION SERVICES**

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Explosion Collapse and Underground (XCU) Coverage.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

Exhibit A

4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
 - b. The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
 - d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.
2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.
3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates 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.

Exhibit A

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

Exhibit A

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Exhibit A**BID CERTIFICATION FORM****Company Information**

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

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____**Addendums**

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

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

Certification

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

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

Authorized Representative: _____
Signature Date

Printed Name

Title

Email Address

Email Address

BID CERTIFICATION FORM**Company Information**

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

Company Name: F&F Concrete, LLC

Principal Place of Business Address: 2416 Chandler Dr.

Principal Place of Business City, State, Zip: Rowlett, Texas 75088

Principal Place of Business Phone Number: 972-202-9202

Principal Place of Business Fax Number: 469-304-0399

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 20-5083836

Addendums

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

Add. No. 1 F&F Add. No. 2 F&F Add. No. 3 F&F Add. No. 4 F&F Add. No. 5 _____

Certification

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

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

Authorized Representative: Francisco Fabian 02-19-18
Signature Date

Francisco Fabian

Printed Name

Member

Title

gracie@ffconcretellc.com

Email Address

ATTACHMENT A TOWN OF

FLOWER MOUND

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES

BID NO. 2018-50-A

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$ 27.00
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$ 26.50
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$ 26.00
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$ 25.50
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 67.50
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 67.00
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 66.50
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$ 66.00
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 74.25
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 73.75
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 73.25
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$ 73.00
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$ 20.25
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$ 49.50
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 2.75
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 2.50
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 2.25
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$ 2.25
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 9.00
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 8.50
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 8.00
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$ 8.00
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$ 63.00
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$ 63.00
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 7.50
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.00
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 27.50
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 27.00
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 8.00
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.50
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 33.00
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.50
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 8.00
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.50
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 33.00
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.50
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 7.50
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 7.00
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 27.50
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 27.00
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$ 92.40

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$ 75.00
43	5"-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 126.00
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative		\$135.00
45	Remove HMAC and Sub Base Material	CY	\$ 35.00
46	Saw Cut Full Depth Asphalt	LF	\$ 4.00
47	Saw Cut Full Depth Concrete Pavement	LF	\$ 5.00
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$ 4.00
49	Install Sod, 1"-2" Bermuda	SY	\$ 15.00
50	Install Sod, 1"-2" St. Augustine	SY	\$ 16.00
51	Unclassified Excavation, 0-50 CY	CY	\$ 35.00
52	Unclassified Excavation, 51-100 CY	CY	\$ 34.50
53	Unclassified Excavation, 101+ CY	CY	\$ 34.00
54	3' x 3' Type A Junction Box	EA	\$ 1200.00
55	4' x 4' Type A Junction Box	EA	\$ 3220.00
56	5' x 5' Type A Junction Box	EA	\$ 3700.00
57	6' x 6' Type A Junction Box	EA	\$ 4000.00
58	7' x 7' Type A Junction Box	EA	\$ 4500.00
59	4' x 4' Type B Junction Box	EA	\$ 3000.00
60	5' x 5' Type B Junction Box	EA	\$ 3500.00
61	6' x 6' Type B Junction Box	EA	\$ 3000.00
62	7' x 7' Type B Junction Box	EA	\$ 3500.00
63	18" Type A Headwall, Complete in Place	EA	\$ 950.00
64	18" Type B Headwall, Complete in Place	EA	\$ 950.00
65	18" Type C Headwall, Complete in Place	EA	\$ 600.00
66	21" Type A Headwall, Complete in Place	EA	\$ 1100.00
67	21" Type B Headwall, Complete in Place	EA	\$ 1100.00
68	21" Type C Headwall, Complete in Place	EA	\$ 700.00
69	24" Type A Headwall, Complete in Place	EA	\$ 1200.00
70	24" Type B Headwall, Complete in Place	EA	\$ 1200.00
71	24" Type C Headwall, Complete in Place	EA	\$ 800.00
72	27" Type A Headwall, Complete in Place	EA	\$ 1425.00
73	27" Type B Headwall, Complete in Place	EA	\$ 1425.00
74	27" Type C Headwall, Complete in Place	EA	\$ 900.00
75	30" Type A Headwall, Complete in Place	EA	\$ 1500.00
76	30" Type B Headwall, Complete in Place	EA	\$ 1500.00
77	30" Type C Headwall, Complete in Place	EA	\$ 1000.00
78	33" Type A Headwall, Complete in Place	EA	\$ 1800.00
79	33" Type B Headwall, Complete in Place	EA	\$ 1800.00
81	33" Type C Headwall, Complete in Place	EA	\$ 1000.00
82	36" Type A Headwall, Complete in Place	EA	\$ 2024.00
83	36" Type B Headwall, Complete in Place	EA	\$ 2024.00
84	36" Type C Headwall, Complete in Place	EA	\$ 1750.00
85	39" Type A Headwall, Complete in Place	EA	\$ 2000.00
86	39" Type B Headwall, Complete in Place	EA	\$ 2000.00
87	39" Type C Headwall, Complete in Place	EA	\$ 950.00
88	42" Type A Headwall, Complete in Place	EA	\$ 2225.00
89	42" Type B Headwall, Complete in Place	EA	\$ 2200.00

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$ 2000.00
91	45" Type A Headwall, Complete in Place	EA	\$ 1800.00
92	45" Type B Headwall, Complete in Place	EA	\$ 2350.00
93	45" Type C Headwall, Complete in Place	EA	\$ 1950.00
94	48" Type A Headwall, Complete in Place	EA	\$ 3000.00
95	48" Type B Headwall, Complete in Place	EA	\$ 2800.00
96	48" Type C Headwall, Complete in Place	EA	\$ 2150.00
97	51" Type A Headwall, Complete in Place	EA	\$ 3000.00
98	51" Type B Headwall, Complete in Place	EA	\$ 1950.00
99	51" Type C Headwall, Complete in Place	EA	\$ 1800.00
100	54" Type A Headwall, Complete in Place	EA	\$ 4000.00
101	54" Type B Headwall, Complete in Place	EA	\$ 3000.00
102	54" Type C Headwall, Complete in Place	EA	\$ 1800.00
103	60" Type A Headwall, Complete in Place	EA	\$ 4000.00
104	60" Type B Headwall, Complete in Place	EA	\$ 3950.00
105	60" Type C Headwall, Complete in Place	EA	\$ 2000.00
106	66" Type A Headwall, Complete in Place	EA	\$ 4261.00
107	66" Type B Headwall, Complete in Place	EA	\$ 3950.00
108	66" Type C Headwall, Complete in Place	EA	\$ 2000.00
109	72" Type A Headwall, Complete in Place	EA	\$ 4500.00
110	72" Type B Headwall, Complete in Place	EA	\$ 3800.00
111	72" Type C Headwall, Complete in Place	EA	\$ 3000.00
112	Remove Single Barrier Free Ramp	EA	\$ 150.00
113	Remove Double Barrier Free Ramp & Landing	EA	\$ 250.00
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$ 1200.00
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$ 1500.00
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$ 1500.00
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$ 1300.00
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$ 1800.00
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$ 1700.00

During the term of the contract, the successful vendor will be required to provide an itemized written quote for each miscellaneous concrete replacement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

**ATTACHMENT B
REFERENCES
WORKSHEET**

1. COMPANY NAME: City of Rowlett
CONTACT NAME: Robert Harris
PHONE NUMBER: 972-412-6100 Ext 3975
EFFECTIVE DATES: January 17, 2017 - February 9, 2018
DESCRIPTION OF SERVICES: Annual Contract for concrete street and sidewalk, curb and gutter and utility cuts
repair and maintenance
2. COMPANY NAME: City of Irving
CONTACT NAME: Chris Choufflet
PHONE NUMBER: 972-721-2769
EFFECTIVE DATES: March 24, 2017 - February 28, 2018
DESCRIPTION OF SERVICES: Concrete Repairs of Sidewalk, Utility cuts, Street and Alleys
3. COMPANY NAME: City of Coppell
CONTACT NAME: Frank Garza
PHONE NUMBER: 972-462-5150
EFFECTIVE DATES: March 1, 2017-March 1, 2018
DESCRIPTION OF SERVICES: Annual Contract for Street, Alleys and Sidewalk Repairs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2018

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

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

PRODUCER Keystone Southwest Insurance Agency P O Box 1747 Rockwall TX 75087 INSURED F & F Concrete, LLC 2416 Chandler Dr Rowlett TX 75088	CONTACT NAME: Linda Nichols PHONE (A/C, No, Ext): (972) 771-3861 FAX (A/C, No): (972) 772-1021 E-MAIL ADDRESS: lnichols@kswins.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: BITCO National Insurance Company</td> <td style="width: 20%;">NAIC # 20109</td> </tr> <tr> <td>INSURER B: BITCO General Insurance Corporation</td> <td>20095</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	INSURER A: BITCO National Insurance Company	NAIC # 20109	INSURER B: BITCO General Insurance Corporation	20095	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: Lab 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE X OCCUR					
			CLP3658984	9/17/2017	9/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Additional Insured \$ Blanket
	GEN'L AGGREGATE LIMIT APPLIES PER					
X	POLICY PRO-JECT LOC					
	OTHER					
	AUTOMOBILE LIABILITY					
B	X ANY AUTO SCHEDULED		CAP3658986	9/17/2017	9/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP- Basic \$ 2,500
	ALL OWNED AUTOS NON-OWNED AUTOS					
	HIRED AUTOS					
X	UMBRELLA LIAB X OCCUR					
B	EXCESS LIAB CLAIMS-MADE					
	DED X RETENTION \$ 10,000		CUP2814105	9/17/2017	9/17/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A		WC3658983	9/17/2017	9/17/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

Project: Miscellaneous Concrete Replacement Services 2018-50-A.

Town of Flower Mound and its Officers, Employees and elected representatives are listed as additional insureds as to all applicable coverages. Waiver of subrogation is provided in favor of same for all applicable coverages.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

James Leeker/KSWREP

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ACORD 25 (2014/01)

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INS025 (2014/01)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

F&F Concrete, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Francisco Fabian
Signature of vendor doing business with the governmental entity

02-19-18
Date

**TOWN OF FLOWER MOUND
CONTRACT WITH APEX CONCRETE CONSTRUCTION, INC FOR SERVICES
BID NO. 2018-50-A**

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

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Miscellaneous Concrete Replacement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to an additional four (4) twelve (12) month periods at the Town's sole option, if written notice of the intent to renew is provided to the Contractor not less than sixty (60) days prior to the termination date of the initial contract period or then current extension.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town.

Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

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

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all

solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

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

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

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

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

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

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS.** The Contractor shall procure and pay for a good and sufficient performance bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents,

including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound. The Contractor shall also procure and pay for a maintenance bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. The Contractor shall also procure and pay for a good and sufficient payment bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

23. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

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

Name: DANNY PORTER
Title: PRESIDENT
Company Name: APEX CONCRETE CONST. INC.
Address: 10801 KATY RD.
City, State, Zip: KELLER TX 75244

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the

addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

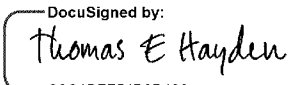
25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such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

AGREED TO BY:

**APEX CONCRETE
CONSTRUCTION, LLC**

By: 
Name: DANNY PORTER
Title: PRESIDENT
Date: 3-21-18

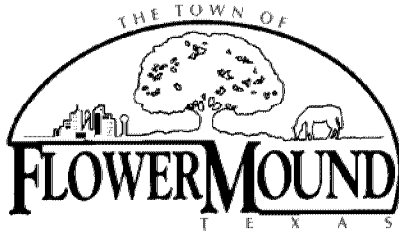
TOWN OF FLOWER MOUND, TEXAS

By: 
Thomas E. Hayden
Mayor
4/3/2018
Date: _____

FORM 1295

1 of 1

Version V1.0.5523



Purchasing & General Services

Addendum No. 4

Issued February 15, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/20/2018 @ 11:00AM (CT)

Addendum No. 4 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

General Questions and Clarifications

Q: The bid says that this contract is for one year with four one-year options. Will the prices we bid today be the same for the next 5 years? I guess what I am asking is if we need to adjust our unit prices for possible inflation on materials and labor so we are covered if the Town chooses to go 5 years on the same contract.

A: Please refer to Section 39 of the Contract Terms and Conditions in the Bid Packet which state:

“PRICE ESCALATION: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.”

Q: Is there a minimum amount of work order the Town will provide to the contractor? (i.e. \$10,000 worth of work at a time.)

A: No, the Town will issue purchase orders as needs arise; but there is not a guarantee of a minimum amount of work at a time.

Q: Several questions were received relative to the bonds asking for a dollar amount of the Payment and Performance Bond.

A: Section IV for bonds has been revised. Please replace Section IV of the original page 10 with the revisions on the next page. The amount of the bid bond will be for the purchase order amount instead of estimated contract amount. At time of order, the vendor will provide a quote for requested work along with the required bonding.

Q: How long will a maintenance bond be required for each project?

A: Please replace Section IV of the original page 10 with the revisions on the next page. The maintenance bond requirement changed from 2 Years after completion of work to 1 Year after completion of work.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mounnd.com

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

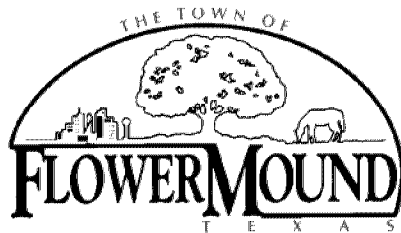
B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.



Purchasing & General Services

Addendum No. 3

Issued February 12, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00AM (CT)

Addendum #3 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

Changes

The project Questions Deadline and Bid Due date have changed as follows:

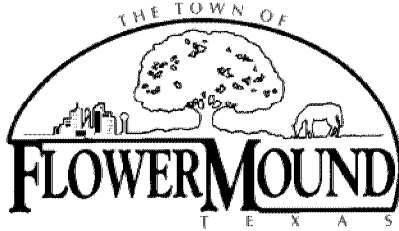
The project **Questions Deadline has been extended to 2/15/2018 at 11:00 a.m.** All questions must be submitted in writing to Sabrina Zadow, Purchasing Manager via email address sabrina.zadow@flower-mound.com. Questions will not be answered over the phone.

The project **Bid Due date has changed to 2/20/2018 at 11.00 a.m.**

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Bid Certification Form of your Proposal (page 20 of the bid packet).

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 2

Issued February 9, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Please replace Addendum #1 with this Addendum #2 as I accidentally issued the wrong bid document for Addendum #1. Please acknowledge both Addendums on your bid submittal.

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

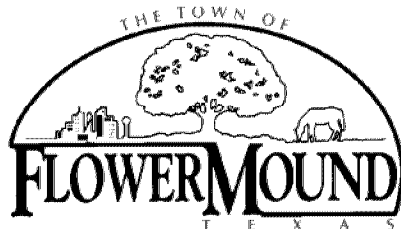
Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 1

Issued February 8, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

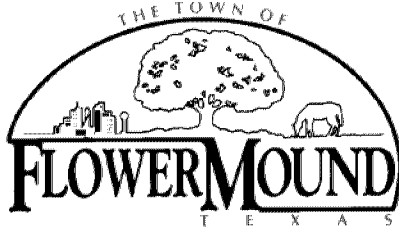
Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com

For questions regarding this addendum contact:



Purchasing & General Services Competitive Sealed Bid

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Questions Deadline:	2/7/2018 @ 12:00PM
Due Date and Time:	2/13/2018 @ 11:00AM

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

Delivery and Mailing Address:

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

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

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

For questions regarding this bid contact:

**Sabrina R. Zadow, Purchasing Manager
(972) 874-6007
sabrina.zadow@flower-mound.com**

The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the bid and will be returned unopened. Responses will be publicly opened and read aloud on the bid due date and time at the Town of Flower Mound, Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas, 75028.

TOWN OF FLOWER MOUND STANDARD TERMS & CONDITIONS FOR PROCUREMENTS

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

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

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.

36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.

37. **AUDIT:** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE:** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
42. **PATENT RIGHTS:** Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.
- The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
46. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

Town of Flower Mound
Bid No. 2018-50-A
Miscellaneous Concrete Replacement Services

I. General Information

The Town of Flower Mound is soliciting bids for miscellaneous concrete replacement services to be performed within the Town of Flower Mound as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one (1) year, with four (4) optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsible and responsive bidder meeting specifications. The estimated annual expenditure for this service is \$475,000.00. Orders will be placed on an as needed basis as determined by the Town.

All bid prices submitted to perform the services as described in this bid will be all inclusive, F.O.B. Destination, Town of Flower.

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

II. Technical Specifications for Concrete Materials and Services

The intent of these specifications is to describe the various materials and services that the Town of Flower Mound Street Services Division may require. The latest version(s) or editions(s) of the Town of Flower Mound Design Criteria and Construction Standards, the North Central Texas Standard Specifications for Public Works Construction the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges will be considered as incorporated into these specifications by reference.

MATERIALS

1. Sand

Sand shall consist of clean, hard, durable grains, free of lumps and organic material. All particles must pass a No. 8 sieve.

2. Crushed Rock Aggregate

The aggregate shall consist of durable particles of crushed stone, free from frozen material or injurious amounts of salt, alkali, vegetable matter or other material

either free or as adherent coating, and its quality shall be reasonably uniform throughout. It shall have a wear of not more than 40 percent when tested in accordance with TXDOT Test Method Tex-410-A.

When tested by standard laboratory methods, crushed rock shall meet the following requirements for percentage by weight:

a. Fine Crushed Rock – Aggregate Grade 8

Retained on the 1/2 in sieve	0%
Retained on the 3/8 in sieve	0 to 5%
Retained on the No. 4 sieve	35 to 60%
Retained on the No. 8 sieve	90 to 100%

b. Standard Crushed Rock – Aggregate Grade 4

Retained on the 1 1/2 in sieve	0%
Retained on the 1 in sieve	0 to 5%
Retained on the 1/2 in sieve	40 to 75%
Retained on the No. 4 sieve	90 to 100%
Retained on the No. 8 sieve	95 to 100%

c. Course Crushed Rock

Passing the 1 1/2 in sieve	100%
Retained on the 3/4 in sieve	100%

d. Rock for Foundation

Passing the 5 in sieve	100%
Retained on the 2 in sieve	100%

e. Class “A” Embedment

The embedment consists of a Type “B” concrete cradle and a cap of select material or granular material.

3. Backfill

a. Types “B” and “C”

1) General. Type “B” backfill is imported sandy gravel material. Type “C” backfill is native material from trench excavation.

2) Tests. The liquid limit shall not exceed 35 when tested in accordance with ASTM Designation D 423. The plasticity limit shall not exceed 12 when tested in accordance with ASTM Designation D 424.

3) Gradation. Percent of rock volume allowed is 50%. Percent of maximum allowable dimension of rock to total backfill volume is 3%. Greatest dimension of rock allowed in trenches 4 ft. or less in width is 3 in. and in trenches greater than 4 ft. in width, 6 in. Percent of backfill by volume, of clay lumps is 25%. Largest dimension of clay lumps is 6 in. for trenches 4 ft. or less in width and 10 in. for trenches greater than 4 ft. in width.

- 4) Flowable Backfill. Flowable backfill shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days. Any material used shall be primarily granular, with a plasticity index <12 and with 100% passing a 3/4 in. sieve. The flowable mixture must be allowed to set prior to the placement of any overlying material.

4. Flexible Base (Crushed Stone)

- a. General. The item shall consist of a foundation course for a surface course or other base courses.

- b. Tests. The soil binder shall meet the following requirements:

The liquid limit shall not exceed 40 when tested in accordance with ASTM Designation D423. The plasticity limit shall be between 4 and 12 when tested in accordance with ASTM Designation D 424. The preparation of samples for testing shall be in accordance with ASTM Designation D 2217. Material retained on the No. 4 sieve shall have a percent wear of not more than 45 when tested in accordance with ASTM Designation C 131. The material when tested under The Wet Ball for Determining the Disintegration of Flexible Base Materials, TXDOT Test Method Tex-116-E, shall not develop more than 50 percent soil binder.

- c. Gradation. The material shall be obtained from approved sources, shall consist of durable particles of stone mixed with approved binding material and shall meet the following requirements:

Passing 1-3/4 in sieve	100%	
Passing No. 4 sieve	35 to 55%	(know as binder) Passing
No. 40 sieve	15 to 40%	(know as soil binder)

5. Reinforced Concrete

- a. Description. This item consist of finished concrete pavement, sidewalks, flumes, headwalls, retaining walls trails, handicap ramps and curbs of Portland cement concrete on a prepared subbase to the lines and grades as shown on the plans and grading plan prepared by the Contractor.
- b. Construction Method. All concrete shall be prepared, placed, and finished in Conformance with the NCTCOG Standard Specifications for Public Works Construction, Items 303 and 702 unless specifically noted below.
- c. Requirements. Concrete shall meet the following requirements:
- 1) Concrete for pavement shall be Class P1, minimum 6 bag of cement per cubic yard, minimum compressive strength at 28 days shall be 4,200 psi, maximum water cement ratio of 0.49 (gallons per sack), coarse aggregate, per Table 303.2.1.3.2.(a), maximum slump of 4-inches (slip formed) and 5-inches (hand formed).

- 2) Concrete for 4" thick sidewalks shall be Class A, Minimum 5.0 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,000 psi, Maximum water cement ratio of 0.58 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 3) Concrete for 5.5" thick sidewalks, trail connector, trail header and curb ramps shall be Class C, Minimum 6 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,600 psi, Maximum water cement ratio of 0.53 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 4) Concrete for retaining wall and retaining wall components shall be in accordance with TxDOT Item 421.
- 5) Reinforcing steel for concrete pavement, curbs and gutters shall be No. 4 bars on 18-inch center, both ways. Reinforcing steel for other concrete pavements including sidewalks, trails, curb ramps, flumes and headwall structures shall meet the Towns Construction Standard of No. 3 bars at 18-inch center, both ways.
- 6) Traffic shall not be routed on new vehicular concrete pavement until it has attained 80 % of its compressive strength and is authorized by the Engineer.
- 7) Vehicular construction traffic shall be prohibited from traveling on any sidewalk or trail connector pavement.

B. Construction Specifications

The specifications for construction are found in Chapter 2 through Chapter 8, North Central Texas Standard Specifications for Public Works Construction, latest version.

III. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.

V. Questions Deadline

The Town of Flower Mound requires that all questions relating to this bid be directed via email to Sabrina Zadow, Purchasing Manager, at sabrina.zadow@flower-mound.com by **12:00pm on February 7, 2018**. **No questions will be answered over the phone.** Questions will only be accepted until the stated deadline.

VI. Submittals

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

A. Bid Pricing Worksheet (Attachment A)

B. References

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

1. Company Name
2. Contact Name
3. Contact Phone Number
4. Effective Dates
5. Description of Services

C. Additional Forms

1. Proof of Insurance
2. Bid Certification Form

D. Bid Bond

ATTACHMENT A TOWN OF**FLOWER MOUND****MISCELLANEOUS CONCRETE REPLACEMENT SERVICES****BID NO. 2018-50-A****BID PRICING WORKSHEET**

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$
43	5"-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative		
45	Remove HMAC and Sub Base Material	CY	\$
46	Saw Cut Full Depth Asphalt	LF	\$
47	Saw Cut Full Depth Concrete Pavement	LF	\$
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$
49	Install Sod, 1"-2" Bermuda	SY	\$
50	Install Sod, 1"-2" St. Augustine	SY	\$
51	Unclassified Excavation, 0-50 CY	CY	\$
52	Unclassified Excavation, 51-100 CY	CY	\$
53	Unclassified Excavation, 101+ CY	CY	\$
54	3' x 3' Type A Junction Box	EA	\$
55	4' x 4' Type A Junction Box	EA	\$
56	5' x 5' Type A Junction Box	EA	\$
57	6' x 6' Type A Junction Box	EA	\$
58	7' x 7' Type A Junction Box	EA	\$
59	4' x 4' Type B Junction Box	EA	\$
60	5' x 5' Type B Junction Box	EA	\$
61	6' x 6' Type B Junction Box	EA	\$
62	7' x 7' Type B Junction Box	EA	\$
63	18" Type A Headwall, Complete in Place	EA	\$
64	18" Type B Headwall, Complete in Place	EA	\$
65	18" Type C Headwall, Complete in Place	EA	\$
66	21" Type A Headwall, Complete in Place	EA	\$
67	21" Type B Headwall, Complete in Place	EA	\$
68	21" Type C Headwall, Complete in Place	EA	\$
69	24" Type A Headwall, Complete in Place	EA	\$
70	24" Type B Headwall, Complete in Place	EA	\$
71	24" Type C Headwall, Complete in Place	EA	\$
72	27" Type A Headwall, Complete in Place	EA	\$
73	27" Type B Headwall, Complete in Place	EA	\$
74	27" Type C Headwall, Complete in Place	EA	\$
75	30" Type A Headwall, Complete in Place	EA	\$
76	30" Type B Headwall, Complete in Place	EA	\$
77	30" Type C Headwall, Complete in Place	EA	\$
78	33" Type A Headwall, Complete in Place	EA	\$
79	33" Type B Headwall, Complete in Place	EA	\$
81	33" Type C Headwall, Complete in Place	EA	\$
82	36" Type A Headwall, Complete in Place	EA	\$
83	36" Type B Headwall, Complete in Place	EA	\$
84	36" Type C Headwall, Complete in Place	EA	\$
85	39" Type A Headwall, Complete in Place	EA	\$
86	39" Type B Headwall, Complete in Place	EA	\$
87	39" Type C Headwall, Complete in Place	EA	\$
88	42" Type A Headwall, Complete in Place	EA	\$
89	42" Type B Headwall, Complete in Place	EA	\$

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$
91	45" Type A Headwall, Complete in Place	EA	\$
92	45" Type B Headwall, Complete in Place	EA	\$
93	45" Type C Headwall, Complete in Place	EA	\$
94	48" Type A Headwall, Complete in Place	EA	\$
95	48" Type B Headwall, Complete in Place	EA	\$
96	48" Type C Headwall, Complete in Place	EA	\$
97	51" Type A Headwall, Complete in Place	EA	\$
98	51" Type B Headwall, Complete in Place	EA	\$
99	51" Type C Headwall, Complete in Place	EA	\$
100	54" Type A Headwall, Complete in Place	EA	\$
101	54" Type B Headwall, Complete in Place	EA	\$
102	54" Type C Headwall, Complete in Place	EA	\$
103	60" Type A Headwall, Complete in Place	EA	\$
104	60" Type B Headwall, Complete in Place	EA	\$
105	60" Type C Headwall, Complete in Place	EA	\$
106	66" Type A Headwall, Complete in Place	EA	\$
107	66" Type B Headwall, Complete in Place	EA	\$
108	66" Type C Headwall, Complete in Place	EA	\$
109	72" Type A Headwall, Complete in Place	EA	\$
110	72" Type B Headwall, Complete in Place	EA	\$
111	72" Type C Headwall, Complete in Place	EA	\$
112	Remove Single Barrier Free Ramp	EA	\$
113	Remove Double Barrier Free Ramp & Landing	EA	\$
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$

During the term of the contract, the successful vendor will be required to provide an itemized written quote for each miscellaneous concrete replacement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

**ATTACHMENT B
REFERENCES
WORKSHEET**

1.

COMPANY NAME:

CONTACT NAME:

PHONE NUMBER:

EFFECTIVE DATES:

DESCRIPTION OF SERVICES:

2.

COMPANY NAME:

CONTACT NAME:

PHONE NUMBER:

EFFECTIVE DATES:

DESCRIPTION OF SERVICES:

3.

COMPANY NAME:

CONTACT NAME:

PHONE NUMBER:

EFFECTIVE DATES:

DESCRIPTION OF SERVICES:

EXHIBIT A

INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Explosion Collapse and Underground (XCU) Coverage.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
 - b. The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
 - d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.
2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.
3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates 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.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

BID CERTIFICATION FORM

Company Information

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

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No:

Addendums

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

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

Certification

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

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

Authorized Representative: _____
Signature Date

Printed Name

Title

Email Address

Email Address

BID CERTIFICATION FORMCompany Information

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

Company Name: Apex Concrete Construction Inc.
Principal Place of Business Address: 1080 Katy Rd.
Principal Place of Business City State, Zip: Keller TX 76244
Principal Place of Business Phone Number: 817-454-1995
Principal Place of Business Fax Number: 817-337-8958
Remittance Address (if different from above): _____
Remittance City, State, Zip: _____
Tax Identification No: _____

Addendums

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

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

Certification

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

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

Authorized Representative

Signature

Date

Printed Name

Title

Email Address

D. Porter 2-18-18

DANIEL PORTER

PRESIDENT

APEXCONSTRUCTION57@gmail.com

ATTACHMENT A TOWN OF

FLOWER MOUND

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES

BID NO. 2018-50-A

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6'-8" Reinforced Concrete Pavement 0-50 SY	SY	\$ 29.25
2	Remove 6'-8" Reinforced Concrete Pavement 51-250 SY	SY	\$ 27.00
3	Remove 6'-8" Reinforced Concrete Pavement 251-500 SY	SY	\$ 27.00
4	Remove 6'-8" Reinforced Concrete Pavement 501+ SY	SY	\$ 22.50
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 66.15
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 65.25
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 61.20
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$ 61.20
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 80.55
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 77.40
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 77.40
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$ 72.00
13	Remove 4'-5" Concrete Sidewalk, 0-50 SY	SY	\$ 27.00
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$ 54.00
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 2.50
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 2.50
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 2.50
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$ 2.25
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 22.00
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 22.00
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 20.00
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$ 20.00
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$ 66.15
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$ 67.50
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 3.25
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 3.25
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 35.00
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.00
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 3.25
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 3.25
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 35.00
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.00
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 3.50
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 3.50
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 35.00
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 35.00
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 3.50
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 3.25
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 32.00
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 32.00
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$ 25.00

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$ 10.00
43	5'-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete: Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 85.50
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete: Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 94.50
45	Remove HMAC and Sub Base Material	CY	\$ 25.00
46	Saw Cut Full Depth Asphalt	LF	\$ 3.50
47	Saw Cut Full Depth Concrete Pavement	LF	\$ 6.00
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$ 4.50
49	Install Sod, 1'-2" Bermuda	SY	\$ 20.00
50	Install Sod, 1'-2" St. Augustine	SY	\$ 25.00
51	Unclassified Excavation, 0-50 CY	CY	\$ 25.00
52	Unclassified Excavation, 51-100 CY	CY	\$ 22.50
53	Unclassified Excavation, 101+ CY	CY	\$ 20.00
54	3' x 3' Type A Junction Box	EA	\$ 2000.00
55	4' x 4' Type A Junction Box	EA	\$ 2250.00
56	5' x 5' Type A Junction Box	EA	\$ 2500.00
57	6' x 6' Type A Junction Box	EA	\$ 2700.00
58	7' x 7' Type A Junction Box	EA	\$ 3000.00
59	4' x 4' Type B Junction Box	EA	\$ 2250.00
60	5' x 5' Type B Junction Box	EA	\$ 2500.00
61	6' x 6' Type B Junction Box	EA	\$ 2700.00
62	7' x 7' Type B Junction Box	EA	\$ 3200.00
63	18" Type A Headwall, Complete in Place	EA	\$ 700.00
64	18" Type B Headwall, Complete in Place	EA	\$ 825.00
65	18" Type C Headwall, Complete in Place	EA	\$ 900.00
66	21" Type A Headwall, Complete in Place	EA	\$ 700.00
67	21" Type B Headwall, Complete in Place	EA	\$ 825.00
68	21" Type C Headwall, Complete in Place	EA	\$ 900.00
69	24" Type A Headwall, Complete in Place	EA	\$ 700.00
70	24" Type B Headwall, Complete in Place	EA	\$ 825.00
71	24" Type C Headwall, Complete in Place	EA	\$ 900.00
72	27" Type A Headwall, Complete in Place	EA	\$ 850.00
73	27" Type B Headwall, Complete in Place	EA	\$ 900.00
74	27" Type C Headwall, Complete in Place	EA	\$ 1050.00
75	30" Type A Headwall, Complete in Place	EA	\$ 850.00
76	30" Type B Headwall, Complete in Place	EA	\$ 900.00
77	30" Type C Headwall, Complete in Place	EA	\$ 1050.00
78	33" Type A Headwall, Complete in Place	EA	\$ 850.00
79	33" Type B Headwall, Complete in Place	EA	\$ 900.00
81	33" Type C Headwall, Complete in Place	EA	\$ 1050.00
82	36" Type A Headwall, Complete in Place	EA	\$ 1000.00
83	36" Type B Headwall, Complete in Place	EA	\$ 1200.00
84	36" Type C Headwall, Complete in Place	EA	\$ 1350.00
85	39" Type A Headwall, Complete in Place	EA	\$ 1000.00
86	39" Type B Headwall, Complete in Place	EA	\$ 1200.00
87	39" Type C Headwall, Complete in Place	EA	\$ 1350.00
88	42" Type A Headwall, Complete in Place	EA	\$ 1000.00
89	42" Type B Headwall, Complete in Place	EA	\$ 1200.00

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$ 1350. ⁰⁰
91	45" Type A Headwall, Complete in Place	EA	\$ 1000. ⁰⁰
92	45" Type B Headwall, Complete in Place	EA	\$ 1200. ⁰⁰
93	45" Type C Headwall, Complete in Place	EA	\$ 1350. ⁰⁰
94	48" Type A Headwall, Complete in Place	EA	\$ 1100. ⁰⁰
95	48" Type B Headwall, Complete in Place	EA	\$ 1300. ⁰⁰
96	48" Type C Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
97	51" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
98	51" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
99	51" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
100	54" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
101	54" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
102	54" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
103	60" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
104	60" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
105	60" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
106	66" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
107	66" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
108	66" Type C Headwall, Complete in Place	EA	\$ 2000. ⁰⁰
109	72" Type A Headwall, Complete in Place	EA	\$ 1600. ⁰⁰
110	72" Type B Headwall, Complete in Place	EA	\$ 1800. ⁰⁰
111	72" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
112	Remove Single Barrier Free Ramp	EA	\$ 450. ⁰⁰
113	Remove Double Barrier Free Ramp & Landing	EA	\$ 1050. ⁰⁰
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$ 1225. ⁰⁰
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$ 1375. ⁰⁰
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$ 1650. ⁰⁰
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$ 1650. ⁰⁰
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$ 1225. ⁰⁰
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$ 1225. ⁰⁰

During the term of the contract, the successful vendor will be required to provide an Itemized written quote for each miscellaneous concrete replacement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

ATTACHMENT B
REFERENCES
WORKSHEET

1. COMPANY NAME: CITY OF SPOKANE
CONTACT NAME: JOE WALSH
PHONE NUMBER: 817-709-9430
EFFECTIVE DATES: FEB-2017 TO CURRENT WITH RENEWALS
DESCRIPTION OF SERVICES: CONCRETE SERVICES
2. COMPANY NAME: CITY OF NORTH RICHLAND HILLS
CONTACT NAME: BOB BLANKENSHIP
PHONE NUMBER: 817-427-1645
EFFECTIVE DATES: 3-2015 TO CURRENT WITH RENEWALS
DESCRIPTION OF SERVICES: MISCELLANEOUS CONCRETE MAINTENANCE
3. COMPANY NAME: TOWN OF FLOER MOUND
CONTACT NAME: RICK ADDINGTON
PHONE NUMBER: 817-454-8080
EFFECTIVE DATES: 2017 TO CURRENT WITH RENEWALS
DESCRIPTION OF SERVICES: SIDEWALK LINKS AND ADA IMPROVEMENT (CONCRETE REPAIRS)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2018

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

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

PRODUCER Agents Alliance Services, Ltd FTR Insurance Services, LLC PO Box 465 Valley View TX 76272 INSURED Apex Concrete Construction Inc 1080 Katy Rd Fort Worth TX 76244-4520	CONTACT NAME: Tom Ramsey PHONE (A/C, No, Ext): (817) 442-4848 E-MAIL ADDRESS: tomramsey@ftrinsurance.com FAX (A/C, No): (866) 583-1550 INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Allied Property & Casualty</td> <td style="width: 20%;">NAIC # 42579</td> </tr> <tr> <td>INSURER B: Colonial County Mutual Ins. Co</td> <td>29262</td> </tr> <tr> <td>INSURER C: Worth Casualty Co</td> <td>11090</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	INSURER A: Allied Property & Casualty	NAIC # 42579	INSURER B: Colonial County Mutual Ins. Co	29262	INSURER C: Worth Casualty Co	11090	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Allied Property & Casualty	NAIC # 42579												
INSURER B: Colonial County Mutual Ins. Co	29262												
INSURER C: Worth Casualty Co	11090												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** CL183637020 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE X OCCUR	X Y	ACPGLP03028171994	3/7/2018	3/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Schedule Mod Factor 1 \$
	GEN'L AGGREGATE LIMIT APPLIES PER					
X	POLICY PRO-JECT LOC					
	OTHER:					
X	AUTOMOBILE LIABILITY					
B	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS	X Y	ACPBATX3028171994	3/7/2018	3/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Multipolicy Discnt \$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N A	RWC0518-R	3/7/2018	3/7/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment		ACPCIMP30281171994	3/7/2018	3/7/2019	Limit \$100,000

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

The General Liability and Automobile Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Automobile Policy & Workers Compensation Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. General Liability is Primary & Non-Contributory. Per Project Aggregate applies to the General Liability Policy.

CERTIFICATE HOLDER sabrina.zadow@flower-mound Town of Flower Mound, the town, its offic officials, employees, boards, commissions & 2121 Cross Timbers Rd Flower Mound, TX 75028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tom Ramsey/TRACY
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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.~~NOTE~~ Apex Concrete Const.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed.None
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

None

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

None

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** D. Peron
Signature of vendor doing business with the governmental entity2-19-18
Date



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: March 1, 2021

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

ITEM: Consider approval of the purchase of wastewater flow meters and components from Hach Company, a sole source provider, associated with the Inflow-Infiltration/Evaluation and Repair project, in the amount of \$51,351.64.

BACKGROUND INFORMATION: On October 15, 2012, the Town entered into an agreement with TCEQ to address inflow and infiltration and power and equipment failures in the Town's wastewater collection system. A component of the agreement with TCEQ is the Town's Sanitary Sewer Overflow Initiative (SSOI) that seeks to identify and repair sources of inflow and infiltration. Inflow and infiltration are when groundwater or storm water enter the sanitary sewer system. This excess flow can overwhelm the sanitary sewer network leading to potential sanitary sewer overflows and overloading at the wastewater treatment plant.

The Town has thirteen flow metering locations throughout the Long Prairie and Lakeside sanitary sewer service areas. These service areas flow to the wastewater treatment plant. The flow meters provide flow data that is used to identify locations of potential inflow and infiltration in the system. Four flow meter locations are needed to accurately monitor sanitary sewer flows entering the plant.

Approval of this purchase provides for the additional flow meter locations needed for staff to identify locations of inflow and infiltration.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve would limit staff's ability to identify and address potential locations of inflow and infiltration. This could lead inaccurate wastewater and plant master planning.

FISCAL IMPACT: \$51,351.64

Proposed Expenditure/(Revenue):	Account Number(s):
\$51,351.64	630-970-98030

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

LEGAL REVIEW: Rob Allibon of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the negotiated modifications to the Town of Flower Mound Standard Terms & Conditions for purchase Orders as to form and legality.

ATTACHMENTS:

1. Hach Company Quote
2. Sole Source Letter

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



Quotation

Hach Company-Flow Products & Services
 PO Box 608
 Loveland, CO 80539
 Phone: (800) 368-2723
 Website: www.hachflow.com

Quote Number: 100617869v2

Use quote number at time of order to ensure
 that you receive prices quoted

Quote Date: 02/15/2021

Quote Expiration: 04/16/2021

TOWN OF FLOWER MOUND
 2121 CROSS TIMBERS RD
 FLOWER MOUND, TX 75028-2699

TOWN OF FLOWER MOUND
 1101 DUNCAN LN
 FLOWER MOUND, TX 75028-3488

Name: Clay Riggs
 Phone: 972-874-6411
 Email: clayton.riggs@flower-mound.com

Customer Account Number : 086609

Sales Contact: Shawna Allen Email: shawna@hbsystemsinc.com Phone: 214-500-1769

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	FL902.97.VR	FL902 LOGGER, VERIZON ACTV, RAIN	4	5,129.84	20,519.36
2	MODEL 4000-430	Flo-Dar Sensor Assembly Svs	4	5,286.07	21,144.28
3	FD9000CBL-030	34FT FLODAR CABLE + HUB FL90X	4	351.71	1,406.84
4	600006203	SENSOR, SVS, 30FT CABLE W/CONN	4	942.59	3,770.36
5	800016701	Permanent Mount for Flo-Dar	4	609.39	2,437.56
6	CLAROS-YRLY	Claros base package, annual required for Claros subscriptions	4	148.09	592.36
7	FSDATA-BNDL-YRLY	FSDData connected logger and data plan bundle, annual subscription	4	370.22	1,480.88
				Grand Total	\$ 51,351.64

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point

- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase

Sales Contact:

Name: Shawna Allen
Title: Manufacturer's Rep
Phone: 214-500-1769
Email: shawna@hbsystemsinc.com



HACH COMPANY

Page 284 of 628

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PURCHASE ORDERS
AS NEGOTIATED BETWEEN THE CITY OF FLOWER MOUND AND HACH COMPANY**

These terms and conditions apply to both goods and services except where limited to one or the other. The term "Seller" shall be deemed to include both a seller of goods or a contractor providing services. Unless otherwise specified in the contract, sections 1, 2, 3, 4, 5, 6, and 7 shall apply only to a solicitation to purchase goods and sections 13, 16, and 19 shall apply to a solicitation to purchase services.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Town's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The Town's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to the Town until the Town actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination, Town of Flower Mound, Texas with all delivery charges to be pre-paid by Seller, unless delivery terms are specified otherwise in bid. The Town assumes no liability for goods delivered in damaged or unacceptable conditions. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement good immediately upon notification by Seller of damage. Town agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Town shall have the right to designate what method of transportation shall be used to ship the goods.
5. **RIGHT OF INSPECTION AND REJECTION:** The Town expressly reserves all rights under law, including, but not limited to Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the Town has the right to inspect the Seller's or the Seller's subcontractors, facilities, or the deliverables at the Seller's, or the Subcontractor's premises, the Seller shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the Town to facilitate such inspection.
6. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and quantity. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Town of his intention to cure and may then make a conforming tender within the contract time but not afterward.
7. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 24, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".
8. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order, hereafter referred to as "contract", after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Town of Flower Mound, Attn: Accounts Payable, 2121 Cross Timbers Road, Flower Mound, TX 75028 or email to accountspayable@flower-mound.com. Payment shall not be due until the above instruments are submitted after delivery. Payment terms are Net 30 per the Texas Prompt Payment Act. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Town's obligation is payable only and solely from funds available for the purpose of the purchase. Failure of the Town to appropriate funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Town. (c) Do not include Federal Excise, State or City Sales Tax. Town shall furnish tax exemption certificate upon request
9. **GRATUITIES:** The Town may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Town that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the Town of Flower Mound with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a

contract. In the event this contract is cancelled by Town pursuant to this provision, Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Town and to the extent feasible shall be identified by the Seller as such.
11. ~~**WARRANTY PRICE:** (a) The price to be paid by the Town shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Town may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Town shall have the right, in addition to any other right or rights, to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.~~
12. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Town. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
13. **WARRANTY SERVICES:** Seller warrants and represents that all services to be provided to the Town under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with general accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. (a) Seller may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. (b) Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt or demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section. (c) If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay the Town upon demand the increased cost, if any, incurred by the Town to procure such services from another source.
14. **SAFETY WARRANTY:** Seller warrants that the product sold to Town shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Town may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Town will be at Seller's expense.
15. **NO WARRANTY BY TOWN AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Town makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Town be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Town to this effect in writing within two weeks after the signing of this agreement. If Town does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Town harmless. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Town will pay Seller the reasonable cost of his search as to infringements.
16. **STOP WORK NOTICE:** The Town may issue an immediate Stop Work Notice in the event the Seller is observed performing in a manner that is in violation of Federal, State, or Local guideline, or in a manner determined by the Town to be unsafe to either life or property. Upon notification, the Seller will cease all work until notified by the Town that the violation or unsafe condition has been corrected. The Seller shall be liable for all costs incurred by the Town as a result of the issuance of such Stop Work Notice.
17. **DEFAULT:** The Seller shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18. **CANCELLATION**: Town shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Town may have in law or equity.
19. **TERMINATION**: The performance of work under this order may be terminated in whole or in part by the Town in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Town set forth in Clause 15, herein.
20. **FRAUD**: Fraudulent statements by the Seller on any offer or in any report or deliverable required to be submitted by the Seller to the Town shall be grounds for termination of the Contract for cause by the Town and may result in legal action.
21. **FORCE MAJEURE**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
22. **ASSIGNMENT DELEGATION**: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Town. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. **WAIVER**: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
24. **MODIFICATIONS**: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include change orders.
25. **INTERPRETATION PAROLE EVIDENCE**: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.
26. **APPLICABLE LAW**: This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.
27. **ADVERTISING**: Seller shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
28. **RIGHT TO ASSURANCE**: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
29. **VENUE**: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.
30. **DISCLOSURE**: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Town of Flower Mound must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Town. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the Purchasing Division of the Town of Flower Mound no later than the 7th business day after the person or agent begins contract discussions or negotiations with the Town of Flower Mound or submits to the Town of Flower Mound, an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Town of Flower Mound. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if there are questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Town of Flower Mound to comply with the filing requirement of Chapter 176.

31. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the Town, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Chapter 171.
32. **ACCEPTANCE:** These General Terms and Conditions ("Terms and Conditions") govern all orders issued by the Town to the Seller identified on the order. Fulfillment of any part of an order, or any other conduct by Seller which recognizes the existence of an agreement pertaining to the subject matter of such order, shall constitute acceptance by the Seller of such order and all of the Terms and Conditions. The Terms and Conditions constitute the complete and exclusive statement of the terms and conditions between Seller and the Town. No revisions to this order or to the Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of the Town.
33. **INSURANCE:** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
34. **INDEMNITY:** The seller shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the seller so agrees upon the submission of the bid. The seller shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town. Any and all indemnification obligations imposed upon Seller and limited to the extent of those damages proportionately caused by Seller's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Seller liable for any damages caused by negligence, misuse or misapplication of goods by others.
35. **LIMITATION ON LIABILITY:** The total liability of Seller and its subsidiaries, affiliates, employees, directors, officers and agents arising out of performance, nonperformance, or obligations in connection with the design, manufacture, sale, delivery, and/or use of goods and/or services in no circumstance includes any liquidated, penalty, incidental or consequential damages of any kind.
36. **PATENT RIGHTS:** Seller agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
37. **DISPUTE RESOLUTION:** If a dispute arises between the Town and a Seller, the parties will attempt to negotiate prior to prosecuting a suit for damages unless a suit is required to toll a statute of limitations. Such negotiations shall be instituted by either party sending the other a written statement stating the nature of the dispute and, if applicable, the amount of damages sought and a request for negotiation. Unless the parties are able to resolve their differences within thirty (30) days of the request for negotiation the matter may proceed to litigation. The parties may voluntarily agree to mediation, but such is not a condition precedent to litigation.
38. **SEVERABILITY:** In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
39. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

40. **ADA COMPLIANCE:** All goods and services provided to the Town must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Town.
41. **PROTECTION OF RESIDENT WORKERS:** The Town actively supports the Immigrations and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only person who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Town's expense.
42. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
43. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

October 6, 2020

Clayton Riggs
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-2699
Phone: 972-874-6400
Email: Clayton.riggs@flower-mound.com

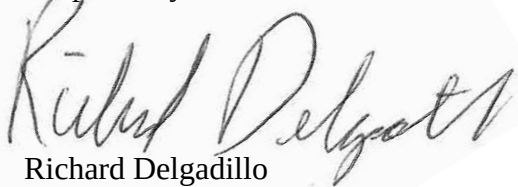
Subject: Hach Flow Products & Services

Dear Clayton:

This letter designates that Hach Company is the sole manufacturer of the Hach/Marsh McBirney/Sigma line of flow monitoring equipment. This letter also designates HB Systems Inc. as the sole source representative in the States of Texas and Oklahoma for the Hach open channel flow monitoring line of products including FH950, series FL900, FL1500, and Flo-Dar. The Hach brands include Sigma, Marsh McBirney, and GLI product lines and the Data Delivery Service (DDS) program.

Thank you and if you have any questions, they can be directed to me or to the company headquarters in Loveland, Colorado.

Respectfully,



Richard Delgadillo
Division Sales Manager Flow- Western U.S.
13242 Edina Way
Poway, CA 92064
Cell-970-443-8821
Email – rdelgadi@hach.com

CC: Ann Lippert, HB Systems
Shawna Allen, HB Systems
Jim Caruso, Hach



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: March 1, 2021

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: Consider approval of an ordinance vacating and abandoning the eastern 2 feet of the existing 15-foot utility easement located along the western property line of Lot 1, Block 7, of the Woods at Lake Forest subdivision, which lot is more commonly known as 2033 Brook Lane, thereby reducing said easement upon and across this lot to a 13-foot utility easement; authorizing the Mayor to execute a Quitclaim Deed releasing the public ownership interest and control in the property; requiring a Hold Harmless Agreement; authorizing the Town Secretary to file the Quitclaim Deed and Hold Harmless Agreement in the deed records of Denton County; providing a severability clause; and providing an effective date. The Woods at Lake Forest subdivision is generally located at the northeast corner of FM 3040 and Lake Forest Boulevard.

BACKGROUND INFORMATION: Michael and Syrah Summers, the current owners of Lot 1, Block 7, of the Woods at Lake Forest, which lot is more commonly known as 2033 Brook Lane, are requesting the vacation of the eastern 2 feet of the existing 15-foot utility easement located along the western property line of the backyard that burdens their property. The 15-foot utility easement is not being utilized and all current utility providers within the Town have provided letters approving the abandonment of the utility easement described above within the Summers property.

The current owners of the lot have agreed to the Hold Harmless Agreement for the abandonment of the eastern 2 feet of the existing 15-foot utility easement. By signing the Hold Harmless Agreement, the owners will agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers, and employees from any loss, damage, liability, or judgment, including reasonable attorney fees and costs, on account of any damage to the property and injuries whatsoever to all persons which may arise as a result of the vacation, closing, and abandonment of the utility easement described above.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: James Donovan of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the, proposed ordinance, Hold Harmless Agreement, and Quitclaim Deed as to form and legality.

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless Agreement
3. Quitclaim Deed

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EASTERN 2 FEET OF THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED ALONG THE WESTERN PROPERTY LINE OF LOT 1, BLOCK 7, OF THE WOODS AT LAKE FOREST ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, WHICH LOT IS MORE COMMONLY KNOWN AS 2033 BROOK LANE; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; REQUIRING A HOLD HARMLESS AGREEMENT; AUTHORIZING THE TOWN SECRETARY TO FILE THE QUITCLAIM DEED AND HOLD HARMLESS AGREEMENT IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael and Syrah Summers (the “Summer’s”) are the sole and current owners of Lot 1, Block 7, of the Woods at Lake Forest subdivision, also known as 2033 Brook Lane (“Property”); and,

WHEREAS, the Summer’s, have requested the Town of Flower Mound to abandon all rights, title, and interest to the eastern 2 feet of the existing utility easement (“Utility Easement”) which burdens their Property; and,

WHEREAS, the Utility Easement is not being utilized and all current utility providers within the Town have consented to the abandonment of the Easement of the Utility portion Utility Easement or provided a waiver of use of the Utility portion of the Utility Easement; and,

WHEREAS, the Town Council has determined that the Utility Easement is not useful or convenient to the public in general, that it therefore constitutes a public charge without a corresponding public benefit, and that the public would be better served and benefitted by its vacation and abandonment; and,

WHEREAS, in order to remove any question as to the continued interest or ownership of the public in Utility Easement, the Town desires to execute a quitclaim deed releasing all title, ownership and control in the Utility Easement to the owners of the title to the underlying property.

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

SECTION 1

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the said eastern 2 feet of the existing Utility Easement as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the Town of Flower Mound is hereby authorized and empowered to execute, on behalf of the Town, a quitclaim deed releasing to the owners of title to the Property, all claims to title, ownership or control of the Utility Easement described in Section 1 of this Ordinance ("Quitclaim Deed").

SECTION 3

As a condition precedent to the receipt of the Quitclaim Deed, the Summer's shall file with the Town Manager a fully executed hold harmless agreement on a form provided by the Town, which shall run with the Property and be binding on the Summer's and all successors-in-interest to the Property ("Hold Harmless Agreement").

SECTION 4

The Town Secretary is directed to file an original of the Quitclaim Deed and the Hold Harmless Agreement in the Deed Records of Denton County, Texas.

SECTION 5

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

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 MARCH 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

SURVEY PLAT

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON THE GROUND OF THE PROPERTY LOCATED AT NO. 2033 BROOK LANE ; IN THE CITY OF FLOWER MOUND TEXAS DESCRIBED AS FOLLOWS:

LOT NO. 1 BLOCK NO. 2 OF THE WOODS AT LAKE FOREST SUBDIVISION
AN ADDITION TO THE TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS ACCORDING
TO THE PLAT THEREOF RECORDED IN CABINET 1 AT PAGE 17 OF THE PLAT
RECORDS OF DENTON COUNTY, TEXAS.

BEARING BASIS NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE ABOVE-REFERENCED, RECORDED MAP OR PLAT.
C.M. = CONTROLLING MONUMENT; F.I.R. = FOUND IRON ROD; S.I.R. = SET IRON ROD; F.I.P. = FOUND IRON PIPE; F.C.P. = FENCE CORNER POST

Abandoned
eastern 2' of
utility
easement

The 2' of easement to be abandoned.

REQUESTING TO
ABANDON THE
EASTERN 2' OF
THE 15.0'
EASEMENT TO
BUILD A
COVERED
SHADE
STRUCTURE AND
DECK ATTACHED
TO OUR HOUSE.

THE FOLLOWING EASEMENT DOES NOT
AFFECT SUBJECT PROPERTY:
VOL 2117, PG. 187

LAKE FOREST PHASE I
CAR. E. PG. 36

FIRST AMERICAN TITLE
G.F. NO. TX03-127466-FW09

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO G.F. NO. TX03-127466-FW09
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED
HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS,
ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHT OF WAY THAT I HAVE BEEN ADVISED OF EXCEPT AS SHOWN
HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

FLOOD NOTE: IT IS MY OPINION THAT THE PROPERTY DESCRIBED HEREIN IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NO. 480777 0545 E
PRESENT EFFECTIVE DATE OF MAP APRIL 2, 1997 HEREIN PROPERTY SITUATED WITHIN ZONE X (UNSHADED)

DATE: 07/09/03 SCALE: 1" = 20' DRAWN BY: J.M. CHECKED BY: [Signature] A.S.C. NO.:

ARTHUR SURVEYING COMPANY, INC.
Registered Professional Land Surveyors
P.O. Box 54 - Lewisville, Texas 75087
Office: (972) 221-9439 Fax: (972) 221-4575



STATE OF TEXAS §
 §
COUNTY OF DENTON §

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

MICHAEL SUMMERS and SYRAH SUMMERS ("OWNERS") are the sole and current owners of Lot 1, Block 7, of the Woods at Lake Forest subdivision, also known as 2033 Brook Lane. Owners have requested the Town of Flower Mound to abandon all rights, title and interest to the eastern 2 feet of existing 15-foot utility easement located along the western property line, as depicted in Exhibit "A" of Ordinance No. _____.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING ALL RIGHTS, TITLE AND INTEREST IN AND TO THE ABOVE-DESCRIBED UTILITY EASEMENT, OWNERS DO HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN OF FLOWER MOUND, TEXAS, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY OR JUDGEMENT, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS, ON ACCOUNT OF ANY DAMAGE TO PERSONS OR PROPERTY WHATSOEVER WHICH MAY ARISE AS A RESULT OF THE VACATION AND ABANDONMENT OF THE ABOVE-DESCRIBED UTILITY EASEMENT.

It is agreed and understood that this agreement shall be filed in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this ____ day of _____, 2021.

OWNERS:

Michael Summers

Syrah Summers

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Michael Summers, known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2021.

 NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Syrah Summers, known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that she executed the same for the purposes and consideration therein expressed and that she has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2021.

 NOTARY PUBLIC in and for the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the eastern 2 feet of a 15-foot utility easement which is located on property located at 2033 Brook Lane, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the ____ day of March, 2021, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, MICHAEL SUMMERS and SYRAH SUMMERS own the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon and forever quitclaim unto MICHAEL SUMMERS and SYRAH SUMMERS, Grantees, and their heirs, successors and assigns, all of Grantor's right, title, and interest, if any, in and to that portion of a utility easement described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of Grantor's right, title and interest, if any, in and to the above-described vacated and abandoned portion of a utility easement unto the Grantees, and their heirs, successors and assigns forever, so that neither Grantor nor its successors or assigns shall have, claim or demand any right, title or interest in or to the vacated and abandoned portion of the utility easement and appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2021.

TOWN OF FLOWER MOUND

Steve Dixon, MAYOR

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, _____, Notary Public, on this day personally appeared Steve Dixon, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

NOTARY PUBLIC in and for the State of Texas

(Seal)



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: March 1, 2021

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of a professional services agreement with Alliance Geotechnical Group, Inc., to provide testing services in the amount of \$40,545.00 for the Rheudasil Park Improvements project; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The construction agreement for the Rheudasil Park project, in the amount of \$2,460,731.85, is on tonight's agenda for approval. The attached Professional Services Agreement provides for material testing associated with the installation of the project.

BOARD REVIEW/CITIZEN FEEDBACK: The Master Plan was recommended by the Parks Board at the November 6, 2014, meeting and approved by Town Council in December 2014. The Professional Services Agreement (PSA) with Studio Outside Landscape Architecture to implement the Master Plan for the Rheudasil Park was approved at the October 1, 2018, Town Council meeting.

ALTERNATIVES/OPTIONS: Testing services are required to construct the park.

FISCAL IMPACT: \$40,545.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$40,545.00	310-320-90661

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

LEGAL REVIEW: The Town's standard contract 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 Contract Agreement.

Total project cost is currently \$2,600,000. *The CIP amendment item on this agenda adds \$300,000. If approved the total cost will be \$2,900,000. Funding sources are:

- Park Development \$ 300,000 *
- Dedicated Sales Tax \$ 2,600,000

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
ALLIANCE GEOTECHNICAL GROUP**

This contract is entered into on this 1st day of March, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ALLIANCE GEOTECHNICAL GROUP** (“hereinafter referred to as “CONSULTANT”) whose address is 3328 Halifax Street, Dallas, Texas 75247.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Rheudasil Park project; 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 Rheudasil Park project Construction Materials Engineering and Testing specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment

“A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty Forty Thousand Five Hundred Forty-Five and NO/100 Dollars (\$40,545.00). 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 Attachment “A”; provided however that this Contract shall control in the event of any conflict between the language in Attachment “A” 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:

Kari Biddix
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.

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:

Kari Biddix
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:

J.K. Marthers, Project Manager
Alliance Geotechnical Group
7970 West Main Street
Frisco, TX 75033
214-618-4100 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:
ALLIANCE GEOTECHNICAL GROUP**

By: 
Name: Robert P. Nance
Title: President
Date Signed: February 10, 2021

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 10th day of February, 20 21, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of President of Alliance Geotechnical Group, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th
DAY OF February, 20 21.


Notary Public, State of Texas

My Commission Expires:

11-18-2023





GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

November 24, 2020

Town of Flower Mound
Attn: Ms. Kari Biddix
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

Email: kari.biddix@flower-mound.com

Re: Rheudasil Park Improvements
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P20-1117C

Dear Ms. Biddix,

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached. Actual charges will be based on the contractors/client scheduling.

After reviewing our fee schedule if you have any questions, please contact the undersigned at (214) 618-4100. If acceptable, please sign below and return to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP

A handwritten signature in blue ink, appearing to read 'J.K. Marthers'.

J.K. Marthers
Project Manager

A handwritten signature in blue ink, appearing to read 'Douglas S. Land'.

Douglas S. Land, P.E.
Branch Manager

Approved by: _____
Signature

Date: _____



SCHEDULE OF FEES					
FOR					
CONSTRUCTION MATERIALS ENGINEERING & TESTING					
RHEUDASIL PARK IMPROVEMENTS FLOWER MOUND, TEXAS			AGG PROPOSAL NO.: P20-1117C		
DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. DRILLED PIER INSPECTION & TESTING					
• Sr. Engineering Tech to perform testing	40	@	\$47.50	hour	\$1,900.00
• Engineering Tech Overtime	8	@	\$71.25	hour	\$570.00
• Concrete Cylinder Test	20	@	\$18.00	each	\$360.00
• Geotechnical Project Manager	5	@	\$125.00	hour	\$625.00
• Project Manager	4	@	\$75.00	hour	\$300.00
• Vehicle Charge	6	@	\$40.00	trip	\$240.00
				Sub-Total	\$3,995.00
B. HELICAL PIER INSPECTION					
• Sr. Engineering Tech to perform testing	64	@	\$47.50	hour	\$3,040.00
• Engineering Tech Overtime	16	@	\$71.25	hour	\$1,140.00
• Geotechnical Project Manager	8	@	\$125.00	hour	\$1,000.00
• Project Manager	6	@	\$75.00	hour	\$450.00
• Vehicle Charge	11	@	\$40.00	trip	\$440.00
				Sub-Total	\$6,070.00
C. EARTHWORK MASS GRADING & TESTING					
• Moisture/Density Relationship of Soils (ASTM D-698)	11	@	\$165.00	each	\$1,815.00
• Atterberg Limits	11	@	\$55.00	each	\$605.00
• Percent finer than #200 sieve	11	@	\$35.00	each	\$385.00
• Soluble Sulfates		@	\$85.00	each	\$0.00
• Select fill PI verifications (1/5000 sf/lift)	4	@	\$55.00	each	\$220.00
• Field Density Testing	52	@	\$15.00	each	\$780.00
• Sr. Engineering Tech to perform testing	80	@	\$47.50	hour	\$3,800.00
• Sr. Engineering Tech to perform testing-Overtime	20	@	\$71.25	hour	\$1,425.00
• Project Manager	13	@	\$75.00	hour	\$975.00
• Geotechnical Project Manager	15	@	\$125.00	hour	\$1,875.00
• Vehicle Charge	13	@	\$40.00	trip	\$520.00
				Sub-Total	\$12,400.00
D. MASONRY INSPECTION & TESTING					
• Technician for Masonry Observations	40	@	\$47.50	hour	\$1,900.00
• Technician Overtime for Masonry Observations		@	\$71.25	hour	\$0.00
• Mortar Cube (6 per set)	48	@	\$18.00	each	\$864.00
• Grout Prizms (6 per set)	48		\$18.00	each	\$864.00
• Project Manager	4	@	\$75.00	hour	\$300.00
• Vehicle Charge	8	@	\$40.00	trip	\$320.00
				Sub-Total	\$4,248.00

SCHEDULE OF FEES					
FOR					
CONSTRUCTION MATERIALS ENGINEERING & TESTING					
RHEUDASIL PARK IMPROVEMENTS FLOWER MOUND, TEXAS			AGG PROPOSAL NO.: P20-1117C		
DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
E. STRUCTURAL CONCRETE INSPECTION & TESTING					
• Sr. Engineering Tech to perform testing	60	@	\$47.50	hour	\$2,850.00
• Engineering Tech Overtime		@	\$71.25	hour	\$0.00
• Concrete Cylinder Test- Structural (4 per 100 cyd)	40	@	\$18.00	each	\$720.00
• Project Manager	4	@	\$75.00	hour	\$300.00
• Vehicle Charge	15	@	\$40.00	trip	\$600.00
				Sub-Total	\$4,470.00
F. CONCRETE PAVING/SIDEWALK INSPECTION & TESTING					
• Sr. Engineering Tech to perform testing	90	@	\$47.50	hour	\$4,275.00
• Engineering Tech Overtime		@	\$71.25	hour	\$0.00
• Field Density Testing	10	@	\$15.00	each	\$150.00
• Concrete Cylinder Test	40	@	\$18.00	each	\$720.00
• Project Manager	6	@	\$75.00	hour	\$450.00
• Vehicle Charge	22	@	\$40.00	trip	\$880.00
				Sub-Total	\$6,475.00
G. UTILITY BACKFILL TESTING & INSPECTION					
• Field Density Testing	20	@	\$15.00	each	\$300.00
• Concrete Test Cylinders	4	@	\$18.00	each	\$72.00
• Sr. Engineering Tech to perform testing	20	@	\$47.50	hour	\$950.00
• Project Manager	2	@	\$75.00	hour	\$150.00
• Vehicle Charge	4	@	\$40.00	trip	\$160.00
				Sub-Total	\$1,982.00
H. STRUCTURAL STEEL - FIELD INSPECTION					
• Field Inspection by CWI (5 hr. minimum)	10	@	\$75.00	hour	\$750.00
• Project Manager	1	@	\$75.00	hour	\$75.00
• Vehicle Charge	2	@	\$40.00	trip	\$80.00
				Sub-Total	\$905.00
				ESTIMATED TOTAL	\$40,545.00

SCHEDULE OF FEES**FOR****CONSTRUCTION MATERIALS ENGINEERING & TESTING****RHEUDASIL PARK IMPROVEMENTS****FLOWER MOUND, TEXAS****AGG PROPOSAL NO.: P20-1117C**

DESCRIPTION OF SERVICES	QUANTITY	UNIT FEE	UNIT	FEE
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NOTES:

1. Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time **before 7:00 a.m. or after 5:00 p.m.** Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
3. Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
4. Additional test not specified in this proposal will be quoted upon request.
5. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
6. This proposal was prepared based on the following schedule ASSUMPTIONS:
 - * Moisture conditioning beneath three structure pad's - 10 estimated full-time site visits (10 hrs/day)
 - * Building pad excavation limits - 3 estimated site visits
 - * Retaining wall footing inspections by geotechnical engineer - 1 estimated site visits
 - * Pier observation & testing - 5 estimated full-time site visits
 - * Helical Pier observations - 11 estimated site visits
 - * Structural concrete testing - 10 estimated site visits
 - * Utility backfill testing - 3 estimated site visits
 - * Utility concrete testing - 1 estimated site visit
 - * Sub grade paving testing - 1 estimated site visits
 - * Sub grade sidewalk testing - 4 estimated site visits
 - * Concrete testing for pavement/sidewalks - 10 estimated site visits
 - * Masonry testing and observation - 8 estimated site visits
 - * Structural steel inspections - 2 estimated site visits
 - * Concrete cylinder pick-up - 12 estimated site visits

NOTE: The above fees are estimates only. Actual charges will be based on contractor scheduling and actual construction quantities. The above amount will not be exceeded without prior approval.



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: March 1, 2021

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

ITEM: Consider approval of Amendment No. 2 to the Fiscal Year 2020-2021 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2020-2021 Capital Improvement Program (CIP) Amendment No. 1, was approved by Town Council November 16, 2020. The proposed CIP Amendment No. 2 for FY 2020-2021 would increase the currently adopted General Capital budgeted expenditures from \$9,700,000 to \$10,001,800; the Utility Funds increased from \$21,710,000 to \$21,913,600.

FISCAL IMPACT:

Proposed CIP:

FY 2020-2021:	General Capital Projects	\$10,001,800
	Utility Capital Projects	\$21,913,600

Five-Year CIP Plan:	General Capital Projects	\$233,372,208
	Utility Capital Projects	\$216,682,790

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2020-2021 CIP Amendment No. 2 Changes.

Finance Review by: Debra Wallace, Interim 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 2020-2021 - CIP Amendment 2

March 1, 2021

General Funds

Street Project(s)	Description	FY 20-21	5 Yr CIP
Impact Fee Update	Additional funding required to continue and complete the finalizing of the 2020-2025 Impact Update, adding \$1.8K of Impact Fees	\$1,800	\$1,800
Total Signal Impact		\$1,800	\$1,800

Park Project(s)	Description	FY 20-21	5 Yr CIP
Rheudasil Park Improvements	Additional funding required to award the construction contract with four additional bid options, for the Rheudasil Park Improvements project, adding \$300K of Park Development Funds	\$300,000	\$300,000
Total Park Impact		\$300,000	\$300,000
Total General Fund Impact		\$301,800	\$301,800

Utility Funds

Water Project(s)	Description	FY 19-20	5 Yr CIP
Impact Fee Update	Additional funding required to continue and complete the finalizing of the 2020-2025 Impact Update, adding \$1.8K of Impact Fees	\$1,800	\$1,800
Wood Creek Circle Water Line	New project to replace approximately 350 feet of existing 6 inch DI water line to 8 inch PVC or HDPE. Work will be performed with Wood Creek Circle Street Reconstruction project. \$100K of Utility Project Savings	\$100,000	\$100,000
Total Water Impact		\$101,800	\$101,800

Wastewater Project(s)	Description	FY 19-20	5 Yr CIP
Impact Fee Update	Additional funding required to continue and complete the finalizing of the 2020-2025 Impact Update, adding \$1.8K of Impact Fees	\$1,800	\$1,800
Wood Creek Circle Sewer Line	New project to replace approximately 350 feet of existing 6 inch VCP sewer line to 8 inch PVC or HDPE. Work will be performed with Wood Creek Circle Street Reconstruction project. \$100K of Utility Project Savings	\$100,000	\$100,000
Total Wastewater Impact		\$101,800	\$101,800
Total Utility Fund Impact		\$203,600	\$203,600

TOWN OF FLOWER MOUND
SUMMARY FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 2
3/1/2021

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029						2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
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 **	1,298,000	150,000	150,000	150,000	150,000	150,000		2,048,000	313,000	2.4	1,135,000	600,000	-	150,000	150,000	150,000	-	
Bruton Orand at FM1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	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) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0.1	-	5,407,000	-	5,407,000	-	-	-	
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
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		600,000	-	-	-	-	-	-	
FM 2499 at FM 3040 Intersection Improvements **	-	450,000	1,760,000	-	-	-	-	2,210,000	450,000	2		1,760,000	-	1,760,000	-	-	-	
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,430,000	-	-	-	1,830,000	1,530,000	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	1,900,000	-	-	-	-	-	-	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)	610,000	-	-		-	-	-	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	-	-	-	-	-	-	-	
Impact Fee Update	90,000	1,800	-	-	-	-	90,000	181,800	181,800	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	0.1,3	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0.2	-	6,500,000	-	-	-	-	6,500,000	
Morriss Road Improvements **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0.1,4	125,000	-	-	-	-	-	-	
Peters Colony Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2.4	-	-	-	-	-	-	-	
Rippy Road (Waketon to FM 2499)**	4,750,000	600,000	-	-	-	-	-	5,350,000	4,931,000	2.4,7	419,000	-	-	-	-	-	-	
Roadway Amenities	683,083	90,000	90,000	90,000	90,000	90,000	-	1,133,083	578,083	2.4	195,000	360,000	-	90,000	90,000	90,000	-	
Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	6,100,000	
Sidewalk Links **	1,261,000	150,000	-	-	-	-	-	1,411,000	1,411,000	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	-	-	-	-	-	230,000	230,000	4	-	-	-	-	-	-	-	
US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	
Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	
Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2.4	-	-	-	-	-	-	-	
SUBTOTAL	\$ 40,021,988	\$ 1,605,000	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 104,490,325	\$ 66,611,885		\$ 7,553,440	\$ 30,325,000	\$ -	\$ 7,707,000	\$ 3,983,000	\$ 240,000	\$ 1,640,000	
SUBTOTAL	\$ 40,021,988	\$ 1,606,800	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 104,492,125	\$ 66,613,685		\$ 7,553,440	\$ 30,325,000	\$ -	\$ 7,707,000	\$ 3,983,000	\$ 240,000	\$ 1,640,000	

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,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

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
College Parkway at Timber Creek **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	400,000	\$ 400,000	0,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
FM 2499 at Chaparral **	430,000	70,000	-	-	-	-	-	500,000	420,000	0,2,4	80,000	-	-	-	-	-	-	-	-
FM 2499 at Northshore **	-	-	400,000	-	-	-	-	400,000	400,000	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 **	-	-	-	400,000	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-	-	-
Morriess at Eaton **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-	-	-
Gerault at Old Gerault **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation **	750,000	150,000	150,000	150,000	150,000	150,000	-	1,500,000	275,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000	150,000	-
Traffic Signal Preemption Upgrade	-	-	75,000	75,000	75,000	75,000	50,000	350,000	350,000	4	-	-	-	-	-	-	-	-	-
Traffic Signal Rehabilitation **	57,114	-	-	-	-	-	500,000	557,114	57,114	4	-	500,000	-	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 2,372,114	\$ 220,000	\$ 1,775,000	\$ 625,000	\$ 225,000	\$ 225,000	\$ 2,950,000	\$ 8,392,114	\$ 6,587,114	\$ 16	\$ 705,000	\$ -	\$ 1,100,000	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 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.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
Page 328 of 628
SUMMARY FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 2
3/1/2021

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	200,000	1,680,000	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	150,000	1,260,000	-	-	-	-	-	1,410,000	1,410,000	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) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-	-	-	-
Lakeside Panel Replacements (FM 2499 to Town Limits)	-	-	-	2,000,000	-	-	-	2,000,000	2,000,000	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	-	300,000	-	-	-	1,200,000	1,870,000	1,870,000	8	-	-	-	-	-	-	-	-	-	-
Pavement Analysis	-	150,000	-	-	-	-	-	150,000	150,000	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	\$ 10,480,000	\$ 3,590,000	\$ 1,600,000	\$ 4,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 31,209,000	\$ 31,209,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, 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)

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
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**	12,537,000	-	-	-	-	-	-	12,537,000	137,000	2	12,400,000		-		-	-	-	-	-	-
Gibson-Grant Historic Cabin Restoration	1,575,593	-	-	-	-	-	-	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	\$ 28,946,968	\$ -	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -	\$ 42,603,968	\$ 6,398,968		\$ 22,548,000		\$ 13,657,000		\$ -	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,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)

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
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	20,000	-	-	-	-	-	370,000	370,000	8	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	-	350,000	-	-	-	-	-	350,000	350,000	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	-	-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-	-	-	-	-	-	-
2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	-	500,000	-	500,000	500,000	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	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2.6,8	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-
Dunham Ranch Master Design	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
Dunham Ranch Construction	-	-	-	-	8,000,000	-	-	8,000,000	8,000,000	8	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	900,000	-	-	900,000	900,000	8	-	-	-	-	-	-	-
Gerault Park Improvements - Renovate MP fields, Pavilion Update, add power, new grills, trash, picnic tables **	-	-	450,000	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	-	800,000	-	800,000	800,000	8	-	-	-	-	-	-	-
Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	225,000	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	-	700,000	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Hound Mound Parking and Restroom **	810,000	-	-	-	-	-	-	810,000	810,000	2.6	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creek, Lone Tree & Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (LED Lighting for Tennis Courts & Landscaping)**	-	-	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	-	-	-	-	-	-	-
Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	-	50,000	-	50,000	50,000	6.8	-	-	-	-	-	-	-
Park and Trail Amenities	610,000	50,000	50,000	50,000	50,000	50,000	-	860,000	860,000	6.8	-	-	-	-	-	-	-
Peters Colony Memorial Park	305,000	2,650,000	-	-	-	-	-	2,955,000	2,955,000	2.6,8	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	650,000	265,000	-	-	-	-	-	915,000	915,000	6.7	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-	-	-	-	-	-	-
Post Oak Park Improvements - signage(wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	-	700,000	-	700,000	700,000	8	-	-	-	-	-	-	-
Rheudasil Park Improvements	2,600,000	-	-	-	-	-	-	2,600,000	2,600,000	8	-	-	-	-	-	-	-
Rheudasil Park Improvements	2,600,000	300,000	-	-	-	-	-	2,900,000	2,900,000	6.8	-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	275,000	275,000	8	-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tables; grill, trash cans; trees and Irrigation	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-
Teahwood Oaks Park - ADA accessibility, pavilion w 2 picnic tables, grill, upgrade bridges & amenities	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Feasibility Study	-	50,000	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-
Tennis Center - Design	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Construction	-	-	-	5,000,000	-	-	-	5,000,000	5,000,000	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	-	-	-	-	-	-	-
Trails Master Plan - Implementation	-	-	250,000	250,000	250,000	250,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
SUBTOTAL	\$ 11,490,000	\$ 4,285,000	\$ 3,600,000	\$ 8,325,000	\$ 11,625,000	\$ 7,050,000	\$ -	\$ 46,375,000	\$ 46,375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 11,490,000	\$ 4,585,000	\$ 3,600,000	\$ 8,325,000	\$ 11,625,000	\$ 7,050,000	\$ -	\$ 46,675,000	\$ 46,675,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 93,311,071	\$ 9,700,000	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,695,000	\$ 40,234,337	\$ 233,070,408	\$ 157,181,967	\$ 30,806,440	\$ 45,082,000	\$ -	\$ 7,857,000	\$ 4,983,000	\$ 13,197,000	\$ 1,790,000	\$ 17,255,000
GRAND TOTAL GENERAL FUND	\$ 93,311,071	\$ 10,001,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,695,000	\$ 40,234,337	\$ 233,372,208	\$ 157,483,767	\$ 30,806,440	\$ 45,082,000	\$ -	\$ 7,857,000	\$ 4,983,000	\$ 13,197,000	\$ 1,790,000	\$ 17,295,000
** Project Includes ADA Improvements		301,800						301,800									

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
Page 931 of 938
SUMMARY FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 2
3/1/2021

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	NEW DEBT	DEBT SCHEDULE						
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bruton Orand Elevated Storage Tank Chloramine System	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
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	-	500,000	800,000	-	-	-	1,500,000	1,500,000	0.5	-	-	-	-	-	-	-	
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	450,000	-	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	1,650,000	-	300,000	1,350,000	-	-	
Denton Creek District - Reuse Waterlines	650,000	-	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
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 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	-	-	-	-	-	-	-	
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	2,250,000	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	350,000	2,850,000	2,850,000	-	-	-	-	-	
High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	1,500,000	-	-	-	-	-	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	2,310,000	-	-	-	-	2,310,000	
Hillside Water Line Connection	200,000	-	-	-	-	-	-	200,000	200,000	2	-	-	-	-	-	-	-	
Impact Fee Update	64,000	-	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	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	
Morriess Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
Morriess Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	
Morriess Road Water Lines Phase II (Milford to Eaton)	350,000	2,400,000	-	-	-	-	-	2,750,000	1,800,000	7	350,000	600,000	600,000	-	-	-	-	
Morriess Road Water Lines Phase III (Eaton to Waketon)	-	350,000	2,500,000	-	-	-	-	2,850,000	350,000	0	-	2,500,000	-	2,500,000	-	-	-	
Morriess Road Water Lines Phase IV (Waketon to FM 407)	-	-	350,000	2,500,000	-	-	-	2,850,000	-	-	-	2,850,000	-	350,000	2,500,000	-	-	
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	1,185,000	-	-	-	-	-	-	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	-	-	90,000	655,000	-	-	-	745,000	-	-	-	745,000	-	90,000	655,000	-	-	
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	
Sentinel Oaks Water line Replacement (Three Bridges to Simmons)	-	500,000	-	-	-	-	-	500,000	-	-	-	500,000	500,000	-	-	-	-	
Stonecrest Pump Station Phase I (Auxiliary Power)	200,000	2,350,000	-	-	-	-	-	2,550,000	550,000	0	-	2,000,000	2,000,000	-	-	-	-	
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 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	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	-	-	-	-	-	-	-	
Timber Creek Water Line Replacement Phase II	-	300,000	900,000	-	-	-	-	1,200,000	-	-	-	1,200,000	300,000	900,000	-	-	-	
Timber Creek Water Line Replacement Phase III	-	-	-	-	1,400,000	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	
US 377 at FM 1171 Water Line Loop/Relocation	-	5,500,000	-	-	-	-	-	5,500,000	409,500	0	-	5,090,500	5,090,500	-	-	-	-	
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	-	600,000	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	650,000	50,000	50,000	50,000	50,000	50,000	-	900,000	100,000	550,000	250,000	50,000	50,000	50,000	50,000	50,000	-	
Water System Model Update	162,285	5,000	5,000	5,000	5,000	5,000	-	187,285	187,285	0.2,5	-	-	-	-	-	-	-	
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	
Wood Creek Circle Water Line NEW	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
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	\$ 26,628,905	\$ 15,815,000	\$ 5,395,000	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 134,993,905	\$ 27,278,405		\$ 16,735,000	\$ 90,980,500	\$ 12,190,500	\$ 4,490,000	\$ 4,855,000	\$ 3,070,000	\$ 8,350,000	\$ 58,025,000
SUBTOTAL	\$ 26,628,905	\$ 15,916,800	\$ 5,395,000	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 135,095,705	\$ 27,380,205		\$ 16,735,000	\$ 90,980,500	\$ 12,190,500	\$ 4,490,000	\$ 4,855,000	\$ 3,070,000	\$ 8,350,000	\$ 58,025,000

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,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)

101,800

101,800

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	457,000	-	-	-	-	-	-	457,000	457,000	2	-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	200,000	-	-	-	-	-	200,000	200,000	2	-		-		-	-	-	-	-	-
Colonial Drive Stromwater Replacement	-	450,000	-	-	-	-	-	450,000	450,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilizatoin at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	1,210,000	-	1,870,000	-	-	-	-	3,080,000	1,410,000	2,4,7	-		1,670,000		-	1,670,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-		-		-	-	-	-	-	-
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	-		-		-	-	-	-	-	-
Range Wood Drive Drainage Improvements	350,000	-	-	-	-	-	-	350,000	350,000	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	\$ 2,792,000	\$ 700,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 6,612,000	\$ 4,942,000		\$ -		\$ 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.,380,Interest Inc.)
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TOWN OF FLOWER MOUND
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SUMMARY FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 2
3/1/2021

Attachment 2

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000	-	-	-	-	-	-	-	-	-
Bakers Branch Interceptor (Long Prairie Road to Lexington)	-	-	-	-	-	2,200,000	-	2,200,000	-	-	-	2,200,000	-	-	-	-	-	-	2,200,000	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	165,000	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	-	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	0	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	330,000	2	1,900,000	1,250,000	250,000	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	-	-	2,550,000	-	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase III	-	980,000	-	-	-	-	-	980,000	-	-	-	980,000	980,000	-	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	330,000	-	-	330,000	-	-	-	330,000	-	-	-	-	-	-	330,000	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	1,135,000	-	-	-	-	1,135,000	-	-	-	1,135,000	-	1,135,000	-	-	-	-	-	-
Northshore Interceptor (Woodpark to Belmont Ct)	-	-	-	-	1,800,000	-	-	1,800,000	-	-	-	1,800,000	-	-	-	-	1,800,000	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	500,000	1,800,000	-	-	-	-	2,300,000	150,000	0	-	2,150,000	500,000	1,650,000	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	-	-	2,500,000	-	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	440,000	-	-	440,000	440,000	0.2	-	-	-	-	-	-	-	-	-	-
Southside Force Main Extension	-	-	-	2,400,000	-	-	-	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 Lane Sewer Line Replacement	-	1,540,000	-	-	-	-	-	1,540,000	-	-	-	1,540,000	1,540,000	-	-	-	-	-	-	-
Timber Creek Collector Replacement (Timber Creek to Parker Square)	-	-	-	-	-	960,000	-	960,000	-	-	-	960,000	-	-	-	-	-	-	960,000	-
Timber Creek Trunk Line (Morris Road to Rawlings Street)	300,000	1,575,000	-	-	-	-	-	1,875,000	-	-	300,000	1,575,000	1,575,000	-	-	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	760,000	-	-	-	760,000	-	-	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morris)	-	-	-	-	800,000	-	-	800,000	-	-	-	800,000	-	-	-	-	-	800,000	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	300,000	-	-	-	-	300,000	-	-	-	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	-	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase V (One Place to Buckthorn Ct)	-	-	-	-	-	1,300,000	-	1,300,000	-	-	-	1,300,000	-	-	-	-	-	-	1,300,000	-
Wastewater Master Plan	180,000	-	-	-	-	-	-	180,000	180,000	0	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	232,285	5,000	5,000	5,000	5,000	5,000	-	257,285	257,285	0.5	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Master Plan	-	130,000	-	-	-	-	-	130,000	130,000	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 V (Ridgemere Dr. to Woodway Dr.)	-	-	-	720,000	-	-	-	720,000	-	-	-	720,000	-	-	-	-	-	720,000	-	-
Wellington Interceptor Phase VI (Fieldcrest Rd. to FM 3040)	-	-	-	-	830,000	-	-	830,000	-	-	-	830,000	-	-	-	-	-	830,000	-	-
Wellington Interceptor Phase VII (Brookville to Garden)	-	-	-	-	-	980,000	-	980,000	-	-	-	980,000	-	-	-	-	-	980,000	-	-
Wood Creek Circle Sewer Line NEW	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 30,491,285	\$ 5,195,000	\$ 3,490,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,873,285	\$ 5,811,785		\$ 28,485,000	\$ 40,576,500	\$ 4,845,000	\$ 3,335,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000		
SUBTOTAL	\$ 30,491,285	\$ 5,296,800	\$ 3,490,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,975,085	\$ 5,913,585		\$ 28,485,000	\$ 40,576,500	\$ 4,845,000	\$ 3,335,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000		
		101,800						101,800												
GRAND TOTAL UTILITY FUND	\$ 59,912,190	\$ 21,710,000	\$ 10,755,000	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 216,479,190	\$ 38,032,190		\$ 45,220,000	\$ 133,227,000	\$ 17,035,500	\$ 9,495,000	\$ 5,671,500	\$ 8,470,000	\$ 14,370,000	\$ 78,185,000		
GRAND TOTAL UTILITY FUND	\$ 59,912,190	\$ 21,913,600	\$ 10,755,000	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 216,682,790	\$ 38,235,790		\$ 45,220,000	\$ 133,227,000	\$ 17,035,500	\$ 9,495,000	\$ 5,671,500	\$ 8,470,000	\$ 14,370,000	\$ 78,185,000		

** Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
- 3. Escrow
- 4. Decision Package
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- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 2
3/1/2021

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
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 **	1,298,000	150,000	150,000	150,000	150,000	150,000		2,048,000	313,000	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)	550,000	-	-	-	-	-	-	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) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0.1	-	5,407,000	-	5,407,000	-	-	-	-	-	
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-	-	
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		600,000	-	-	-	-	-	-	-	-	
FM 2499 at FM 3040 Intersection Improvements **	-	450,000	1,760,000	-	-	-	-	2,210,000	450,000	2		1,760,000	-	1,760,000	-	-	-	-	-	
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,430,000	-	-	-	1,830,000	1,530,000	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	1,900,000	-	-	-	-	-	-	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)	610,000	-	-	-	-	-	-	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	1,800	-	-	-	-	90,000	181,800	181,800	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	0.1,3	-	-	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0.2	-	6,500,000	-	-	-	-	-	-	6,500,000	
Morriss Road Improvements **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0.1,4	125,000	-	-	-	-	-	-	-	-	
Peters Colony Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2.4	-	-	-	-	-	-	-	-	-	
Rippy Road (Waketon to FM 2499)**	4,750,000	600,000	-	-	-	-	-	5,350,000	4,931,000	2.4,7	419,000	-	-	-	-	-	-	-	-	
Roadway Amenities	683,083	90,000	90,000	90,000	90,000	90,000	-	1,133,083	578,083	2.4	195,000	360,000	-	90,000	90,000	90,000	90,000	90,000	-	
Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	-	-	6,100,000	
Sidewalk Links **	1,261,000	150,000	-	-	-	-	-	1,411,000	1,411,000	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	-	-	-	-	-	230,000	230,000	4	-	-	-	-	-	-	-	-	-	
US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-	-	
Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-	-	
Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2.4	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 40,021,988	\$ 1,606,800	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 104,492,125	\$ 66,613,685		\$ 7,553,440	\$ 30,325,000	\$ -	\$ 7,707,000	\$ 3,983,000	\$ 240,000	\$ 1,640,000	\$ 16,755,000		

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
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8. Dedicated Sales Tax
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10. Debt

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
College Parkway at Timber Creek **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	400,000	\$ 400,000	0,4	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-		-		-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-		-		-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-		-		-	-	-	-	-	-
FM 2499 at Chaparral **	430,000	70,000	-	-	-	-	-	500,000	420,000	0,2,4	80,000		-		-	-	-	-	-	-
FM 2499 at Northshore **	-	-	400,000	-	-	-	-	400,000	400,000	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 **	-	-	-	400,000	-	-	-	400,000	400,000	0,4	-		-		-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-		-		-	-	-	-	-	-
Morris at Eaton **	-	-	400,000	-	-	-	-	400,000	400,000	4	-		-		-	-	-	-	-	-
Gerault at Old Gerault **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-		-		-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation **	750,000	150,000	150,000	150,000	150,000	150,000	-	1,500,000	275,000	2,4	625,000		600,000		-	150,000	150,000	150,000	150,000	-
Traffic Signal Preemption Upgrade	-	-	75,000	75,000	75,000	75,000	50,000	350,000	350,000	4	-		-		-	-	-	-	-	-
Traffic Signal Rehabilitation **	57,114	-	-	-	-	-	500,000	557,114	57,114	4	-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-		-		-	-	-	-	-	-
SUBTOTAL	\$ 2,372,114	\$ 220,000	\$ 1,775,000	\$ 625,000	\$ 225,000	\$ 225,000	\$ 2,950,000	\$ 8,392,114	\$ 6,587,114	\$ 16	\$ 705,000	\$ -	\$ 1,100,000	\$-	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 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., 380, 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)

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	200,000	1,680,000	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	150,000	1,260,000	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Grand) **	-	-	-	-	-	-	2,344,000	2,344,000	8	-	-	-	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Chancellor) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-	-	-	-
Lakeside Panel Replacements (FM 2499 to Town Limits)	-	-	-	2,000,000	-	-	-	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlry 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	-	300,000	-	-	-	1,200,000	1,870,000	1,870,000	8	-	-	-	-	-	-	-	-	-	-
Pavement Analysis	-	150,000	-	-	-	-	-	150,000	150,000	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	\$ 10,480,000	\$ 3,590,000	\$ 1,600,000	\$ 4,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 31,209,000	\$ 31,209,000		\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,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)

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
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**	12,537,000	-	-	-	-	-	-	12,537,000	137,000	2	12,400,000		-		-	-	-	-	-	-
Gibson-Grant Historic Cabin Restoration	1,575,593	-	-	-	-	-	-	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	\$ 28,946,968	\$ -	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -	\$ 42,603,968	\$ 6,398,968		\$ 22,548,000		\$ 13,657,000		\$ -	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,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)

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
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	20,000	-	-	-	-	-	370,000	370,000	8	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	-	350,000	-	-	-	-	-	350,000	350,000	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	-	-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-	-	-	-	-	-	-
2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	-	500,000	-	500,000	500,000	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	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2.6.8	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-
Dunham Ranch Master Design	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
Dunham Ranch Construction	-	-	-	-	8,000,000	-	-	8,000,000	8,000,000	8	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	900,000	-	-	900,000	900,000	8	-	-	-	-	-	-	-
Gerault Park Improvements - Renovate MP fields, Pavilion Update, add power, new grills, trash, picnic tables **	-	-	450,000	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	-	800,000	-	800,000	800,000	8	-	-	-	-	-	-	-
Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	225,000	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	-	700,000	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Hound Mound Parking and Restroom **	810,000	-	-	-	-	-	-	810,000	810,000	2.6	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creek, Lone Tree & Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (LED Lighting for Tennis Courts & Landscaping)**	-	-	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	-	-	-	-	-	-	-
Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	-	50,000	-	50,000	50,000	6.8	-	-	-	-	-	-	-
Park and Trail Amenities	610,000	50,000	50,000	50,000	50,000	50,000	-	860,000	860,000	6.8	-	-	-	-	-	-	-
Peters Colony Memorial Park	305,000	2,650,000	-	-	-	-	-	2,955,000	2,955,000	2.6.8	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	650,000	265,000	-	-	-	-	-	915,000	915,000	6.7	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-	-	-	-	-	-	-
Post Oak Park Improvements - signage(wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	-	700,000	-	700,000	700,000	8	-	-	-	-	-	-	-
Rheudasill Park Improvements	2,600,000	300,000	-	-	-	-	-	2,900,000	2,900,000	6.8	-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	275,000	275,000	8	-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tables; grill, trash cans; trees and irrigation	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-
Teakwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill, upgrade bridges & amenities	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Feasibility Study	-	50,000	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-
Tennis Center - Design	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Construction	-	-	-	5,000,000	-	-	-	5,000,000	5,000,000	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	-	-	-	-	-	-	-
Trails Master Plan - Implementation	-	-	250,000	250,000	250,000	250,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
SUBTOTAL	\$ 11,490,000	\$ 4,585,000	\$ 3,600,000	\$ 8,325,000	\$ 11,625,000	\$ 7,050,000	\$ -	\$ 46,675,000	\$ 46,675,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 93,311,071	\$ 10,001,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,685,000	\$ 40,234,337	\$ 233,372,208	\$ 157,483,767	\$ 30,806,440	\$ 45,082,000	\$ -	\$ 7,857,000	\$ 4,983,000	\$ 13,197,000	\$ 1,790,000	\$ 17,255,000

** Project Includes ADA improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
FISCAL YEAR 2021
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 2
3/1/2021

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	NEW DEBT	DEBT SCHEDULE						
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bruton Orand Elevated Storage Tank Chloramine System	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
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	-	500,000	800,000	-	-	-	1,500,000	1,500,000	0.5	-	-	-	-	-	-	-	
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	450,000	-	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	1,650,000	-	300,000	1,350,000	-	-	
Denton Creek District - Reuse Waterlines	650,000	-	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
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 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	-	-	-	-	-	-	-	
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	-	2,250,000	-	-	-	-	-	-	
High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	-	350,000	2,850,000	2,850,000	-	-	-	-	
High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	2,310,000	-	-	-	-	2,310,000	
Hillside Water Line Connection	200,000	-	-	-	-	-	-	200,000	200,000	2	-	-	-	-	-	-	-	
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	0	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	320,000	-	-	-	320,000	320,000	0	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0	-	880,000	-	-	-	-	880,000	
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	8,000,000	-	-	-	8,000,000	-	
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	5,450,000	1,450,000	0	-	4,000,000	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	5,630,000	1,630,000	0	-	4,000,000	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	1,440,000	1,440,000	0	-	-	-	-	-	-	-	
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	1,800,000	1,800,000	0	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0	-	3,000,000	-	-	-	-	3,000,000	
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	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	2,400,000	-	-	-	-	-	2,750,000	1,800,000	7	350,000	600,000	600,000	-	-	-	-	
Morriss Road Water Lines Phase III (Eaton to Waketon)	-	350,000	2,500,000	-	-	-	-	2,850,000	350,000	0	-	2,500,000	2,500,000	-	-	-	-	
Morriss Road Water Lines Phase IV (Waketon to FM 407)	-	-	350,000	2,500,000	-	-	-	2,850,000	-	-	2,850,000	-	350,000	2,500,000	-	-	-	
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	1,185,000	-	-	-	-	-	-	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	-	-	90,000	655,000	-	-	-	745,000	-	-	-	745,000	-	90,000	655,000	-	-	
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	
Sentinel Oaks Water line Replacement (Three Bridges to Simmons)	-	500,000	-	-	-	-	-	500,000	-	-	-	500,000	500,000	-	-	-	-	
Stonecrest Pump Station Phase I (Auxiliary Power)	200,000	2,350,000	-	-	-	-	-	2,550,000	550,000	0	-	2,000,000	2,000,000	-	-	-	-	
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 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	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	-	-	-	-	-	-	
Timber Creek Water Line Replacement Phase II	-	300,000	900,000	-	-	-	-	1,200,000	-	-	-	1,200,000	300,000	900,000	-	-	-	
Timber Creek Water Line Replacement Phase III	-	-	-	-	1,400,000	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	
US 377 at FM 1171 Water Line Loop/Relocation	-	5,500,000	-	-	-	-	-	5,500,000	409,500	0	-	5,090,500	5,090,500	-	-	-	-	
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	-	-	600,000	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	650,000	50,000	50,000	50,000	50,000	50,000	-	900,000	100,000	-	550,000	250,000	50,000	50,000	50,000	50,000	-	
Water System Model Update	162,285	5,000	5,000	5,000	5,000	5,000	-	187,285	187,285	0.2,5	-	-	-	-	-	-	-	
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	0	-	2,310,000	-	-	-	-	2,310,000	
West Side Water Lines (South)	-	-	-	-	-	-	-	3,440,000	3,440,000	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	
Wood Creek Circle Water Line NEW	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
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	\$ 26,628,905	\$ 15,916,800	\$ 5,395,000	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 135,095,705	\$ 27,380,205		\$ 16,735,000	\$ 90,980,500	\$ 12,190,500	\$ 4,490,000	\$ 4,855,000	\$ 3,070,000	\$ 8,350,000	\$ 58,025,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	457,000	-	-	-	-	-	-	457,000	457,000	2	-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	200,000	-	-	-	-	-	200,000	200,000	2	-		-		-	-	-	-	-	-
Colonial Drive Stromwater Replacement	-	450,000	-	-	-	-	-	450,000	450,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilizaton at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	1,210,000	-	1,870,000	-	-	-	-	3,080,000	1,410,000	2,4,7	-		1,670,000		-	1,670,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-		-		-	-	-	-	-	-
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	-		-		-	-	-	-	-	-
Range Wood Drive Drainage Improvements	350,000	-	-	-	-	-	-	350,000	350,000	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	\$ 2,792,000	\$ 700,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 6,612,000	\$ 4,942,000		\$ -		\$ 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.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 2
3/1/2021

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000	-	-	-	-	-	-	-	-
Bakers Branch Interceptor (Long Prairie Road to Lexington)	-	-	-	-	-	2,200,000	-	2,200,000	-	-	-	2,200,000	-	-	-	-	-	2,200,000	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	165,000	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	0	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	330,000	2	1,900,000	1,250,000	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	-	-	2,550,000	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase III	-	980,000	-	-	-	-	-	980,000	-	-	-	980,000	980,000	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	330,000	-	-	330,000	-	-	-	330,000	-	-	-	-	-	330,000	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	1,135,000	-	-	-	-	1,135,000	-	-	-	1,135,000	-	1,135,000	-	-	-	-	-
Northshore Interceptor (Woodpark to Belmont Ct)	-	-	-	-	1,800,000	-	-	1,800,000	-	-	-	1,800,000	-	-	-	-	1,800,000	-	-
Oak Street Lift Station and Force Main Phase IV	-	500,000	1,800,000	-	-	-	-	2,300,000	150,000	0	-	2,150,000	500,000	1,650,000	-	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	-	-	2,500,000	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morriess Rd. to Windsor Dr.)	-	-	-	-	440,000	-	-	440,000	440,000	0.2	-	-	-	-	-	-	-	-	-
Southside Force Main Extension	-	-	-	2,400,000	-	-	-	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 Lane Sewer Line Replacement	-	1,540,000	-	-	-	-	-	1,540,000	-	-	-	1,540,000	1,540,000	-	-	-	-	-	-
Timber Creek Collector Replacement (Timber Creek to Parker Square)	-	-	-	-	-	960,000	-	960,000	-	-	-	960,000	-	-	-	-	-	960,000	-
Timber Creek Trunk Line (Morriess Road to Rawlings Street)	300,000	1,575,000	-	-	-	-	-	1,875,000	-	-	300,000	1,575,000	1,575,000	-	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	760,000	-	-	-	760,000	-	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morriess)	-	-	-	-	800,000	-	-	800,000	-	-	-	800,000	-	-	-	-	800,000	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	300,000	-	-	-	-	300,000	-	-	-	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	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase V (One Place to Buckthorn Ct)	-	-	-	-	-	1,300,000	-	1,300,000	-	-	-	1,300,000	-	-	-	-	-	1,300,000	-
Wastewater Master Plan	180,000	-	-	-	-	-	-	180,000	180,000	0	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	232,285	5,000	5,000	5,000	5,000	5,000	-	257,285	257,285	0.5	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Master Plan	-	130,000	-	-	-	-	-	130,000	130,000	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 V (Ridgemere Dr. to Woodway Dr.)	-	-	-	720,000	-	-	-	720,000	-	-	-	720,000	-	-	-	-	720,000	-	-
Wellington Interceptor Phase VI (Fieldcrest Rd. to FM 3040)	-	-	-	-	830,000	-	-	830,000	-	-	-	830,000	-	-	-	-	830,000	-	-
Wellington Interceptor Phase VII (Brookville to Garden)	-	-	-	-	-	980,000	-	980,000	-	-	-	980,000	-	-	-	-	-	980,000	-
Wood Creek Circle Sewer Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 30,491,285	\$ 5,296,800	\$ 3,490,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,975,085	\$ 5,913,585		\$ 28,485,000	\$ 40,576,500	\$ 4,845,000	\$ 3,335,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000	
GRAND TOTAL UTILITY FUND	\$ 59,912,190	\$ 21,913,600	\$ 10,755,000	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 216,682,790	\$ 38,235,790		\$ 45,220,000	\$ 133,227,000	\$ 17,035,500	\$ 9,495,000	\$ 5,671,500	\$ 8,470,000	\$ 14,370,000	\$ 78,185,000	

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, 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. 16

CONSENT ITEM

DATE: March 1, 2021

FROM: Chuck Jennings, Parks and Recreation Director
Kari Biddix, Parks Development Manager

ITEM: **Consider approval of the purchase and installation of playground surfacing and shade structures at the Heritage Park Improvements project, from Child's Play Inc., in the amount of \$248,545.00.**

BACKGROUND INFORMATION: The Parks Board, Community Development Corporation, and Town Council approved the Heritage Park Improvements project at various parks, which included the replacement of the playground surfacing and installation of shade structures over the Fort Wildflower playground at Heritage Park for fiscal year 2020-2021.

The Fort Wildflower playground at Heritage Park is a part of the Town's largest and most active community park. Heritage Park is a 79-acre park which was completed in four phases. Fort Wildflower was the Town's first community-built playground and opened on October 20, 2012, during Phase I. Since the playground opened, residents have requested the addition of shade over the playground as the play equipment and surfacing quickly heats up on warm spring/summer days. The safety surfacing is 9 years old and is constantly in need of repair due to the amount of usage this playground receives throughout the year. These improvements were listed as a sustainable recommendation in the 2017 Parks and Trails Master Plan and added to the Five-Year CIP by the Parks Board in June of 2017.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2020-2021 CIP which included funding for the Heritage Park Improvements project in the amount of \$700,000.00 by a vote of 6 to 0 at their June 4, 2020, meeting. The Community Development Corporation approved funding for the FY 2020-2021 CIP, recommended by the Parks Board, by a vote of 6 to 0 at their June 30, 2020, meeting.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to delay or cancel the project.

FISCAL IMPACT: \$248,545.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$248,545.00	317-110-90704

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

Total project cost is currently \$ 700,000. Funding sources are:

- Dedicated Sales Tax \$ 700,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Child's Play, Inc. quote
2. Perspective View of Shade Sails

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

Child's Play, Inc.

10661 Shady Trail
Dallas, TX 75220
(P) 972-484-0600 (F) 972-484-0333

ADDRESS

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

SHIP TO

Heritage Park
600 Spinks Road
Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
20-1830	12/10/2020	03/31/2021

SALES REP
KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
AGES 2-5 AREA:			
SPShade Two (4) Point Joined Sail Shade Canopies	1	36,208.00	36,208.00
Engineered Drawings Engineered Drawings	1	850.00	850.00
Freight Freight	1	450.00	450.00
InstallSC Pier Drilling, Re-Bar Cages, Anchor Bolts, Concrete, Dirt Haul Off & Installation of Canopy Posts & Top	1	18,750.00	18,750.00
Artificial Turf System Artificial Turf with Brown Thatch, Tape & Glue, Infill Sand, Freight, & Installation Includes Durable Turf at All Slide Exits, Spinners & Swings	1	34,236.00	34,236.00
AGES 5-12 AREA:			
SPShade Various Sized Joined Sail Shade Canopy	1	46,914.00	46,914.00
Engineered Drawings Engineered Drawings	1	850.00	850.00
Freight Freight	1	450.00	450.00
InstallSC Pier Drilling, Re-Bar Cages, Anchor Bolts, Concrete, Dirt Haul Off & Installation of Canopy Posts & Top	1	31,178.00	31,178.00
Artificial Turf System Artificial Turf with Brown Thatch, Tape & Glue, Infill Sand, Freight, & Installation Includes Durable Turf at All Slide Exits, Spinners & Swings	1	75,359.00	75,359.00
Misc Head Impact Attenuation Testing - Before & After Turf	2	1,650.00	3,300.00

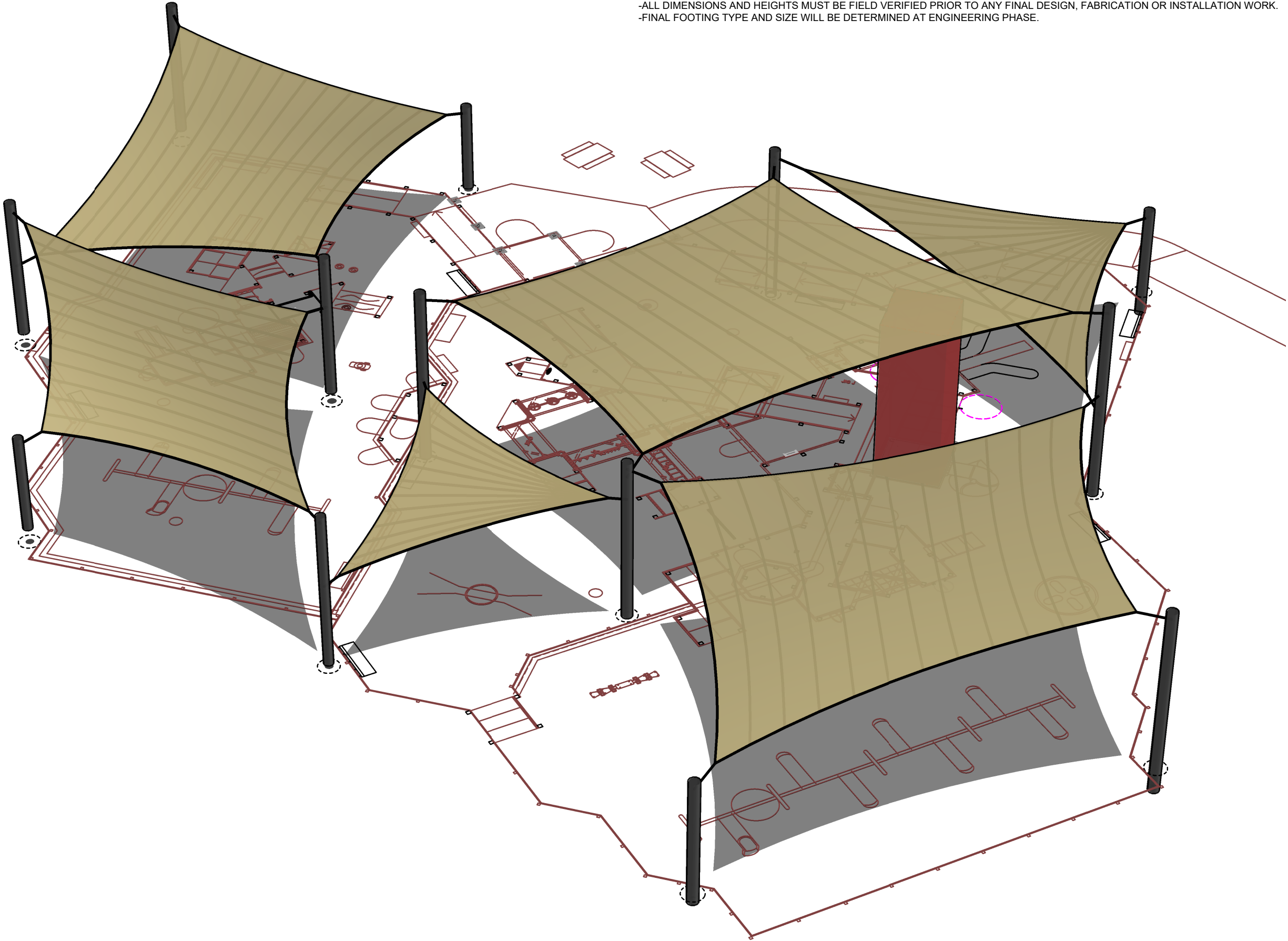
DESCRIPTION	QTY	PRICE EACH	AMOUNT
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #592-19, Vendor #1501	1	0.00	0.00

TOTAL **\$248,545.00**

Accepted By

Accepted Date

NOTES:
Page 345 of 628
-THESE DRAWINGS ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.
-ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.
-FINAL FOOTING TYPE AND SIZE WILL BE DETERMINED AT ENGINEERING PHASE.



PERSPECTIVE VIEW

CUSTOMER:
CHILD'S PLAY, INC.

PROJECT NAME:
FORT WILDFLOWER

LOCATION:
**600 SPRINKS RD
FLOWER MOUND, TX 75028**

STRUCTURE TYPE:
JOINED 4PT SAILS

SIZE:
VARIES

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF
USA SHADE AND FABRIC STRUCTURES
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



USASHADE
Fabric Structures
CORPORATE HEADQUARTERS
8505-A CHANCELLOR ROW
DALLAS, TX, 75247
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA): 355

C	B	A	REV	DESCRIPTION	DATE	DRW	CHK	ENG
				REVISED HEIGHT & COMBINED PAGES	12/16/20	YH	-	-
				ADDED (1) PANEL	12/03/20	YH	-	-
				REVISED LAYOUT	04/11/19	YH	-	-
				-	08/07/18	YH	-	-

Drawn By :	YH	12/16/20
Checked By :	YH	12/16/20
Approved By :	YH	12/16/20
DRAWING DESCRIPTION:		
PERSPECTIVE VIEW		
DWG.	CON-JUL-033-18	
PAGE	1001	
REV.	C	



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: March 1, 2021

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2020.

BACKGROUND INFORMATION: Article III, Section 3.13 of the Town Charter requires that an annual independent audit be performed of “the books and accounts of each and every department of the Town.” The Town has complied with this requirement, and in the opinion of the auditing firm of Eide Bailly, LLP, the basic financial statements contained within the CAFR present fairly, in all material respects, the financial position of the Town as of September 30, 2020.

Copies of the Town of Flower Mound’s Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2020, were distributed prior to this meeting, and copies of the reports were placed in the Library for review by the public. There were no significant deficiencies or material weaknesses found during the audit.

The Town Council has adopted financial policies to guide and set goals for the financial administration of the Town. The following table displays the Town’s financial policy results for fiscal year 2015-2016 through fiscal year 2019-2020.

<u>Financial Goals</u>	<u>Goal</u>		<u>09/30/2016</u>	<u>09/30/2017</u>	<u>09/30/2018</u>	<u>09/30/2019</u>	<u>09/30/2020</u>
General Fund fund balance	At/Above	20.00%	29.28%	29.07%	30.73%	33.09%	33.51%
Water & Wastewater capital reserve at 60 days maintained	At/Above	16.70%	24.20%	21.68%	23.58%	24.94%	21.43%
Debt Service fund balance	At/Above	4.00%	9.46%	11.04%	10.38%	11.24%	13.46%
Ratio of net debt to AV	At/Below	1.75%	0.76%	0.88%	0.87%	0.78%	0.65%
Ratio of debt service fund expenditures to total general & debt service funds	At/Below	20.00%	13.96%	13.76%	16.71%	16.51%	15.08%

VERF funding*

* Financial Policies Updated September 21, 2020

The Town’s Vehicle Equipment Replacement Fund will be funded annually based on the average life span of the Town’s fleet adjusted for inflation. Additionally, the Fund will be reviewed annually to ensure future contributions are sufficient to replace existing fleet based on replacement criteria.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: March 1, 2021

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution extending the bank depository agreement with JPMorgan Chase Bank, NA, for a two-year renewal period, declaring an effective date; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The initial three-year term of the Town's depository agreement with JPMorgan Chase Bank, NA ("Chase") will expire on March 31, 2021. If approved, this resolution will extend the depository agreement for a two-year renewal period effective April 1, 2021, through March 31, 2023.

On February 19, 2018, the Town Council approved a resolution confirming a relationship with Chase along with a depository agreement for an initial three-year period effective April 1, 2018, through March 31, 2021. The depository agreement included an option for a two-year renewal period upon approval of the Town Council. Chase has offered to extend the contract for a two-year renewal with no price increases.

Prior to the end of the renewal period, staff will solicit bids for a new depository services agreement as Local Government Code Section 105.017 states a depository services agreement cannot exceed five years.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$24,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$24,000	100-650-50000-5110 \$ 8,000 200-650-52100-5110 \$16,000

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

LEGAL REVIEW: This standard resolution 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. Draft resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, EXTENDING THE BANK DEPOSITORY AGREEMENT WITH JPMORGAN CHASE BANK, NA, FOR A TWO-YEAR RENEWAL PERIOD AND DECLARING AN EFFECTIVE DATE.

WHEREAS, during the February 19, 2018, Regular Council Meeting, the Town Council of the Town of Flower Mound, Texas ("Town"), pursuant to, Local Government Code Sections 105.011-105.014, selected JPMorgan Chase Bank, NA ("Bank") as the depository for the Town's funds for the period beginning April 1, 2018, and ending March 31, 2021, with the right to extend the banking services agreement for two additional years; and

WHEREAS, the Bank has qualified as a depository for the Town's funds in accordance with, Local Government Code Section 105.031, by providing sufficient security for the Town funds to be deposited with Bank; and

WHEREAS, the Town desires to extend the banking services agreement with Bank ("Depository Agreement") for an additional two-year period beginning on April 1, 2021, and ending on March 31, 2023 ("Renewal Period"); and

WHEREAS, the Town and Bank have agreed that for the term of the Renewal Period, the requirements set forth in the Depository Agreement have been complied with by the presence of the FDIC insurance coverage and no additional collateralization is required.

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

SECTION 1

That the Depository Agreement between the Town of Flower Mound and the Bank with a term concluding March 31, 2021, is hereby extended for a two-year renewal term. All provisions of the Depository Agreement shall remain in full force and effect with this two-year renewal period beginning on April 1, 2021, and running through March 31, 2023.

SECTION 3

All provisions of Resolution #05-18 of February 19, 2018, shall remain in full force and effect, save as amended by this Resolution as to the length of the term.

SECTION 4

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THE 1ST DAY OF MARCH 2021.**

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 19

CONSENT ITEM

DATE: March 1, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20 for adjustments to the General Fund, Utility Fund, Stormwater Utility Fund, Tree Preservation Fund, and IRS Equitable Sharing Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the first proposed adjustment of the FY 2020-2021 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

Increases to employee compensation were not included in the FY 20-21 adopted budget. Per Council direction in September 2020, a budget amendment was placed in the future agenda to be considered in March 2021. The amendment provides for a 3% merit-based increase for non-public safety employees and a 3% step increase for police and fire personnel effective April 2021.

If approved, expenditures in the General Fund will increase by \$626,512 from \$69,954,868 to \$70,581,380. Expenditures in the Utility Fund will increase by \$73,161 from \$50,042,372 to \$50,115,533. Expenditures in the Stormwater Utility Fund will increase by \$5,179 from \$1,798,946 to \$1,804,125. Expenditures in the Tree Preservation Fund will increase by \$597 from \$323,165 to \$323,762. Expenditures in the IRS Equitable Sharing Fund will increase by \$1,203 from \$347,807 to \$349,010.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ 626,512	Fund 100 General Fund
73,161	Fund 200 Utility Fund
5,179	Fund 230 Stormwater Utility Fund
597	Fund 311 Tree Preservation Fund
1,203	Fund 331 IRS Equitable Sharing Fund
<u>\$ 706,652</u>	

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

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

ATTACHMENTS:

1. Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021, AS ADOPTED BY ORDINANCE NO. 27-20 AND AMENDED BY ORDINANCE NO. 37-20, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, STORMWATER UTILITY FUND, TREE PRESERVATION FUND, AND IRS EQUITABLE SHARING FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 27-20 on September 21, 2020 and amended by Ordinance 37-20 on December 7, 2020; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as heretofore adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20, is hereby amended to provide for adjustments to the General Fund, Stormwater Utility Fund, Utility Fund, Tree Preservation Fund, and IRS Equitable Sharing Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 1st DAY OF MARCH, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**Town of Flower Mound
Amended Budget
Fiscal Year 2020-2021**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

The General Fund, expenditures will increase by \$626,512 from \$69,954,868 to \$70,581,380; to account for an increase in employee compensation.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 2,276,335	\$ 2,293,568	\$ 2,300,332	\$ 6,764
Legislative Services	507,083	507,083	511,399	4,316
Development Services	2,127,616	2,145,116	2,164,753	19,637
Parks and Recreation Services	8,416,848	8,425,408	8,470,673	45,265
Library Services	1,921,013	1,921,013	1,936,911	15,898
Police Services	15,932,146	15,945,554	16,159,951	214,397
Financial Services	3,791,407	3,942,567	3,971,489	28,922
Administrative Services	5,617,102	5,902,154	5,931,556	29,402
Fire and Emergency Services	15,484,160	15,532,607	15,755,775	223,168
Communications	702,573	702,573	709,681	7,108
Non-Departmental Services	4,360,507	5,160,507	5,160,507	-
Public Works	5,846,993	5,960,469	5,978,673	18,204
Environmental Services	1,516,248	1,516,248	1,529,679	13,431
Total	\$ 68,500,031	\$ 69,954,868	\$ 70,581,380	\$ 626,512

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, expenditures will increase by \$73,161 from \$50,042,372 to \$50,115,533; to account for an increase in employee compensation.

Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Financial Services	\$ 1,777,228	\$ 1,777,228	\$ 1,785,270	\$ 8,042
Non-Departmental Services	13,896,790	13,921,790	13,921,790	-
Public Works	34,133,133	34,343,354	34,408,473	65,119
Total	\$ 49,807,151	\$ 50,042,372	\$ 50,115,533	\$ 73,161

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2020-2021**

REASON FOR ADJUSTING THE STORMWATER UTILITY FUND APPROPRIATION:

In the Stormwater Utility Fund, expenditures will increase by \$5,179 from \$1,798,946 to \$1,804,125; to account for an increase in employee compensation.

<u>Stormwater Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Public Works	\$ 1,705,576	\$ 1,705,576	\$ 1,710,755	\$ 5,179
Environmental Services	93,370	93,370	93,370	-
Total	\$ 1,798,946	\$ 1,798,946	\$ 1,804,125	\$ 5,179

REASON FOR ADJUSTING THE TREE PRESERVATION FUND APPROPRIATION:

In the Tree Preservation Fund, expenditures will increase by \$597 from \$323,165 to \$323,762; to account for an increase in employee compensation.

<u>Tree Preservation Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Parks & Recreation Services	\$ 54,335	\$ 54,335	\$ 54,932	\$ 597
Environmental Services	260,080	268,830	268,830	-
Total	\$ 314,415	\$ 323,165	\$ 323,762	\$ 597

REASON FOR ADJUSTING THE IRS EQUITABLE SHARING FUND APPROPRIATION:

In the IRS Equitable Sharing Fund, expenditures will increase by \$1,203 from \$347,807 to \$349,010; to account for an increase in employee compensation.

<u>IRS Equitable Sharing Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Police Services	\$ 347,807	\$ 347,807	\$ 349,010	\$ 1,203
Total	\$ 347,807	\$ 347,807	\$ 349,010	\$ 1,203



TOWN COUNCIL AGENDA ITEM NO. 20

CONSENT ITEM

DATE: March 1, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 18-20.

BACKGROUND INFORMATION: At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget.

Increases to employee compensation were not included in the FY 20-21 adopted budget. Per Council direction in September 2020, a budget amendment was placed in the future agenda to be considered in March 2021. The amendment provides for a 3% merit-based increase for non-public safety employees and a 3% step increase for police and fire personnel effective April 2021.

If approved, expenditures in the Fire District will increase by \$53,482 from \$3,184,103 to \$3,237,585.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ 53,482	Fund 319 Fire District Fund
\$ 53,482	

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

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

ATTACHMENTS:

1. Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, AS ADOPTED BY RESOLUTION NO. 18-20; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2020, and ending September 30, 2021; and

WHEREAS, said Fire District Budget was adopted by Resolution No. 18-20 on September 21, 2020; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Fire District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, 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 Resolution as if copied in their entirety.

SECTION 2

The Fire District Budget, for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as heretofore adopted by Resolution No. 18-20, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said amended budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Fire District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 1st DAY OF MARCH, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Fire Control, Prevention, and Emergency Medical Services District
Amended Budget
Fiscal Year 2020-2021**

REASON FOR ADJUSTING THE FIRE DISTRICT FUND APPROPRIATION:

In the Fire District Fund, expenditures will increase by \$53,482 from \$3,184,103 to \$3,237,585; to account for an increase in employee compensation.

<u>Fire District Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Fire and Emergency Services	\$ 3,184,103	\$ 3,184,103	\$ 3,237,585	\$ 53,482
Total	\$ 3,184,103	\$ 3,184,103	\$ 3,237,585	\$ 53,482



TOWN COUNCIL AGENDA ITEM NO. 21

CONSENT ITEM

DATE: March 1, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 19-20 and amended by Resolution No. 02-21.

BACKGROUND INFORMATION: At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow similar procedures and dates to the Town's annual budget.

Increases to employee compensation were not included in the FY 20-21 adopted budget. Per Council direction in September 2020, a budget amendment was placed in the future agenda to be considered in March 2021. The amendment provides for a 3% merit-based increase for non-public safety employees and a 3% step increase for police and fire personnel effective April 2021.

If approved, expenditures in the Crime District's budget will increase by \$42,502 from \$3,223,805 to \$3,266,307.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ 42,502	Fund 318 Crime District Fund
\$ 42,502	

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

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

ATTACHMENTS:

1. Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, AS ADOPTED BY RESOLUTION NO. 19-20 AND AMENDED BY RESOLUTION NO. 02-21; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District (Crime District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2020, and ending September 30, 2021; and

WHEREAS, said Crime District Budget was adopted by Resolution No. 19-20 on September 21, 2020 and amended by Resolution No. 02-21 on January 4, 2021; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Crime District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, 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 Resolution as if copied in their entirety.

SECTION 2

The Crime District Budget, for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as heretofore adopted by Resolution No. 19-20 and amended by Resolution No. 02-21, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said amended budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Crime District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 1st DAY OF MARCH, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Crime Control and Prevention District
Amended Budget
Fiscal Year 2020-2021**

REASON FOR ADJUSTING THE CRIME DISTRICT FUND APPROPRIATION:

In the Crime District Fund, expenditures will increase by \$42,502 from \$3,223,805 to \$3,266,307; to account for an increase in employee compensation.

Crime District Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Police Services	\$ 3,208,899	\$ 3,223,805	\$ 3,266,307	\$ 42,502
Total	\$ 3,208,899	\$ 3,223,805	\$ 3,266,307	\$ 42,502



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: March 1, 2021

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD20-0005 - Niagara Conservation) from an Agricultural (A) Zoning district to Planned Development District No.179 (PD-179) with Campus Industrial uses. The property is generally located north of Enterprise Road and east of Old Gerault Road. *(The Planning and Zoning Commission recommended approval of the rezoning request and denial of the exception request to Section 82-376 of the Town Code that requires overhead utilities to be placed underground by a vote of 6 to 0 at its November 9, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, meeting.)***



SUMMARY DATA:

- Lot Size – 7.594 acres
- Proposed Zoning – PD for Campus Industrial (CI) Uses
- Proposed Building – One 127,810 square-foot one-story office, warehouse and distribution building.
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – N/A, the applicant was originally requesting an exception to the requirement to place utilities along Old Gerault Rd underground, but due to concerns expressed by P&Z, they have withdrawn this request.
- Incentives – Economic Incentives are being requested.

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

During P&Z's deliberations on the exception, there was a question posed of whether Oncor, as the service provider, would allow the lines to be buried. This was relevant because if the utility service provider will not allow the lines to be buried, an

exception is no longer required. Ultimately, P&Z recommended denial of the exception, based in part on the fact that Council had previously indicated a desire to see lines put underground with new development projects, and because no letter from the service provider had been received at that time.

The Commissioners also discussed the requirement and standards to rebuild Old Gerault adjacent to the subject property, truck traffic and turning movements into and out of the property and screening/landscaping related to the impact of the proposed building on existing residential uses to the west of Old Gerault Road.

On December 29, 2020, the applicant requested to postpone future consideration of their project until the February 1, 2021, Town Council meeting, so as to provide them with additional time to address concerns

identified during the previous meetings. At the same time, they withdrew their request for an exception to the underground utilities requirement (Attachment 3).

The applicant conducted a Zoom meeting with residents of the nearby Southgate neighborhood on January 25, 2021. On January 26, 2021, the applicant requested to again postpone future consideration of their project until the February 15, 2021, Town Council meeting, so as to provide them with additional time to address concerns identified during the meeting with residents (see Attachment 4.) They have also updated the proposed site plan, landscape plan and elevations to reflect a modified building design that is intended to preserve additional trees on site. The revised landscape plan also reflects the applicant's intention to place overhead utility lines below ground along the Old Gerault frontage of the site, taking into consideration potential limitations on the types of trees that the utility provider will allow to be planted on top of the lines.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. First Email Requesting Extension
4. Second Email Requesting Extension

LEGAL REVIEW: Alicia Kreh, 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: 8

REGULAR ITEM

DATE: November 9, 2020

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD20-0005 - Niagara Conservation) from an Agricultural (A) Zoning district to Planned Development District No.179 (PD-179) with Campus Industrial uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located north of Enterprise Road and east of Old 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 are no outstanding issues.

This application will require final action by the Town Council, which is scheduled for December 7, 2020.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Planned Development District (PD) to provide for an office, warehouse and distribution facility on a 7.59 acre unplatted parcel of land. The base zoning district for the proposed PD will be Campus Industrial District (CI), which is compatible with the existing Master Plan land use designation of Campus Industrial uses.

As part of the request, the applicant has asked for an exception to the Code of Ordinances (see Section III below, for detail):

Exception:

- **Underground Utilities:** The applicant is requesting an exception to Section 82-376 of the Town Code that requires overhead utilities to be placed underground.

The conceptual site plan provides for one 127,810 square-foot one-story building. Two points of access are being provided from Old Gerault Road, and the applicant is providing 80 of the required 100 parking spaces which is within the Town's allowable 20% deviation.

The conceptual plans [see Attachment B(1)] provide for a proposed development that complies with the development standards in the PD base zoning district (CI), as well as

required landscaping and buffering. The proposed conceptual elevations are in compliance with the Urban Design Plan

III. EXCEPTION

A. Exception to Section 82-376, Underground Utilities

Section 82-376 states that all existing overhead utilities, save and except transmission facilities identified in the Town Code, shall be placed underground in conjunction with the development of property, and prior to the Town's acceptance of the subdivision, subject to the certain provisions. Approximately 710 linear feet of overhead utility lines are located along the Old Gerault Road frontage.

IV. ENVIRONMENTAL CONSERVATION COMMISSION

On November 4, 2020, the Environmental Conservation Commission (ECC) recommended approval of the removal of 25 specimen trees on the subject property. The item will be forwarded to the Town Council for consideration at the same time as the subject project. The November 4, 2020 ECC meeting can be viewed here:

<https://flowermoundtx.swagit.com/play/11042020-1046/6/>

V. 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 Amendment requests. Project No. ZPD20-0005 had a total of 39 Property Owner Notifications mailed. At the time this report was written, the Town had not received any items of correspondence in support or in opposition to the request.

VI. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

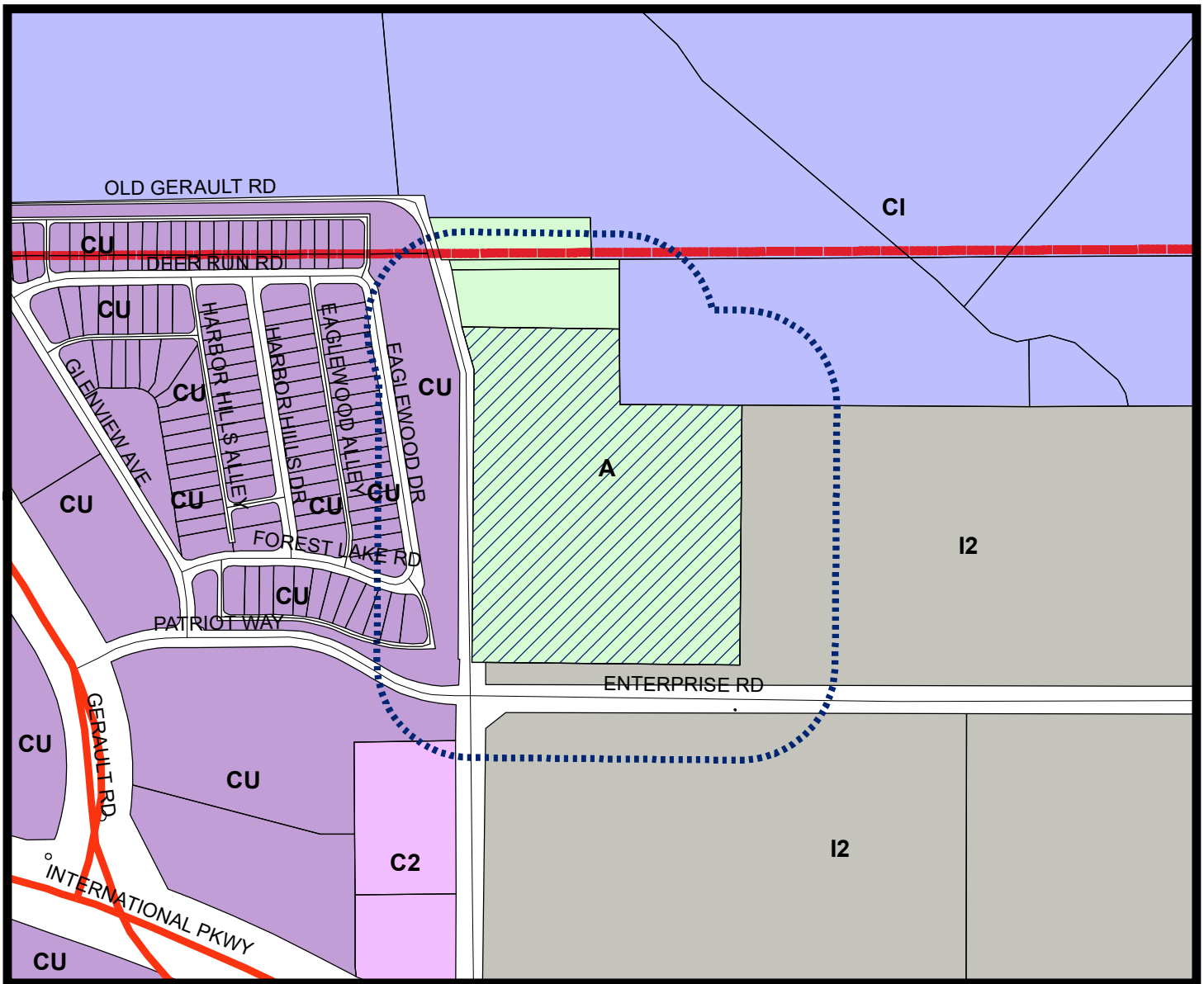
B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

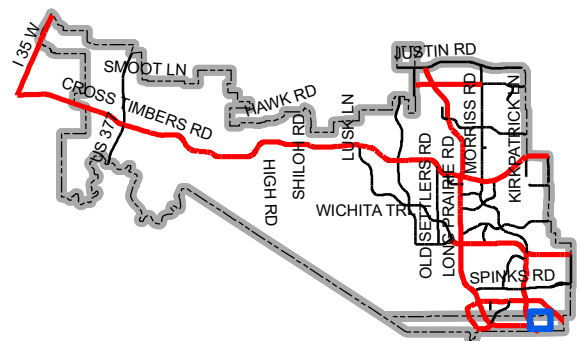
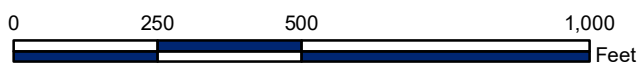
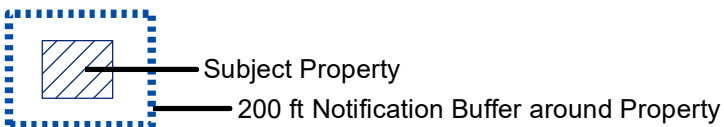
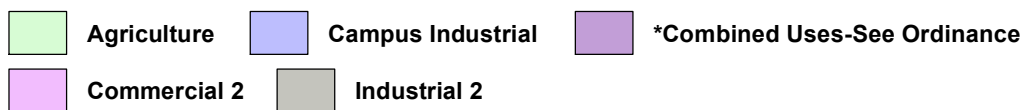


Vicinity Map

Reference Project: ZPD20-0005



LEGEND



Map Location

September 4, 2020

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

Re: Letter of Intent – Niagara
300 Old Gerault Road, Flower Mound, TX

Dear Mr. Russell:

We want to thank you and your staff at the city for working so diligently with us to accelerate this complex project. As you know we are honored to be teaming up with the “best of the best” being Meinhardt & Associates, Pacheco Koch and Bella Firma. Our team in the past has had great success with the city and acknowledge you are an instrumental part of that process.

The intent of this letter is to begin the approval process as it pertains to a Site Plan Approval so that our client, Niagara, can fully understand development requirements prior to closing on the referenced property. Niagara is pleased to have the opportunity to continue to operate their business and work with the Town of Flower Mound with the mission of relocating and making it the location of their Headquarters.

Below are bullet points of related to the subject property:

- 7.53 acres (328,006 sq.ft.)
- Will need to be rezoned to Campus Industrial for Niagara’s 127,810 square foot building.
- Site is currently zoned for agricultural in agricultural district.

The challenges the site poses are listed below:

- Tree Mitigation.
- Retaining Wall.
- Powerlines.
- Construction of Old Gerault Road.
- Topography and drainage issues.

As our plan is not to have the development consist of building in phases, but all at once, we would like the Town of Flower Mound to consider these special considerations: rezoning, set back variance, sewer, power line variance and a town tax break on shared road.

With the Town’s assistance, we are confident we can make Niagara’s Headquarters a permanent home in Flower Mound.

Sincerely,

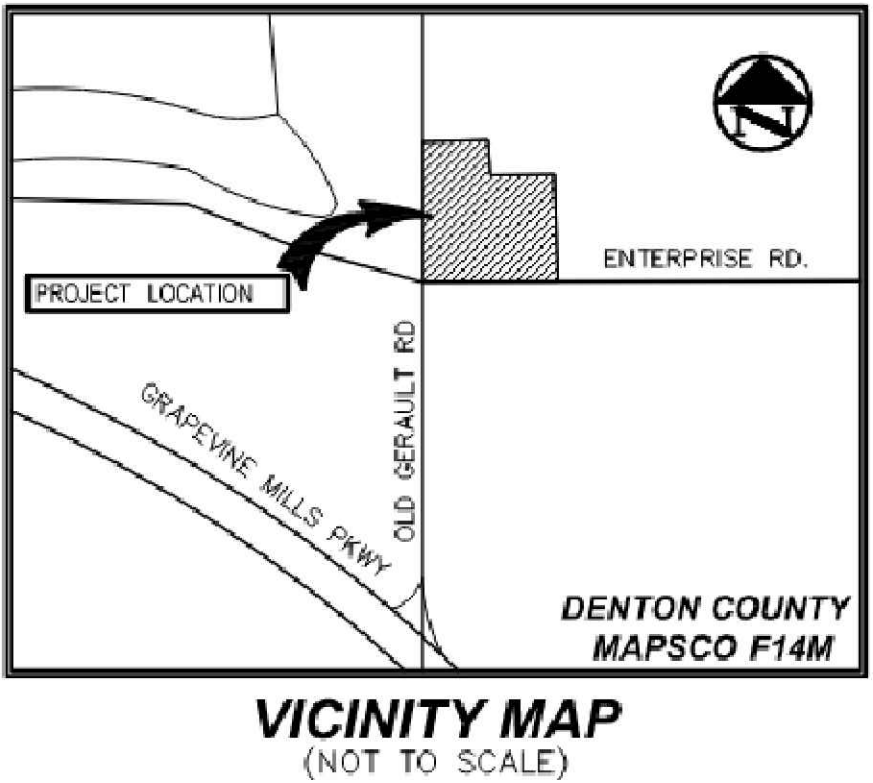
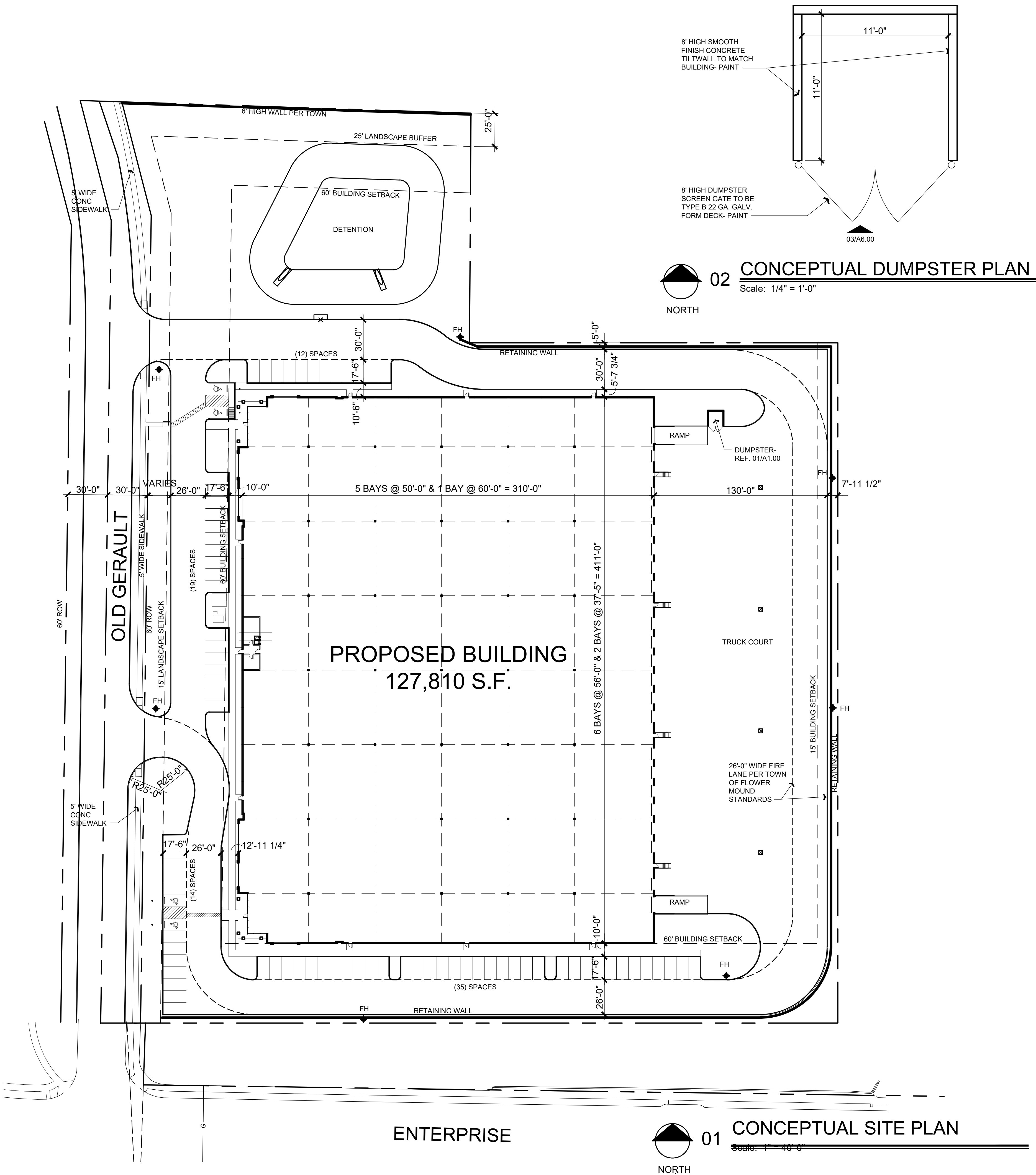
Tom Smolik

Tom C. Smolik, SIOR

TIG Real Estate Services, Inc.
4350 Beltway Dr, Addison, TX 75001
www.tigusa.com
Trusted Partner in Commercial Real Estate for 25 Years

Senior Vice President, Principal
214 697 9878 (C) | 972 661 0232 (O)
tsmolik@tigusa.com

cc: Kyle Cutler
Alex Flores



GENERAL NOTES

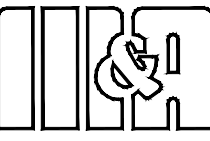
- ALL EXPOSED CONCRETE, INCLUDING BUT NOT LIMITED TO RETAINING/DETAINING WALLS, TURN-DOWN CURBS, AND TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING ON THE SITE.
- OR ALL RETAINING/DETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- ALL GROUND BASED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW IN ACCORDANCE WITH SECTION 82-273 OF THE LAND DEVELOPMENT REGULATIONS.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT, ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

SITE DATA TABLE

PHYSICAL ADDRESS	XX OLD GERAULT	
GROSS SITE AREA	7.59 AC and 330,789 SF	
NET SITE AREA	4.66 AC and 202,979 SF	
ZONING	CI (CAMPUS INDUSTRIAL)	
CURRENT USE	AGRICULTURAL	
LOT COVERAGE DATA		
BUILDING COVERAGE	41% / 127,810 S.F.	
IMPERVIOUS AREA	40% / 122,102 S.F.	
PERVIOUS AREA	19% / 59,967 S.F.	
PARKING SUMMARY	REQUIRED	PROVIDED
SURFACE PARKING		
OFFICE	42.6	43
WAREHOUSE	57.5	57
SUB TOTAL PARKING	100.1	
20% REDUCTION	-20	-20
TOTAL PARKING	80	80
BUILDING DATA		
BUILDING	1 STORY	
PEAK HEIGHT	45 FEET and 0 INCHES	
MEAN HEIGHT	40 FEET and 3 INCHES	
TOTAL SQUARE FOOTAGE	127,810 SF	



BUILD TO SUIT For
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND, TEXAS



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.

1860 DALLAS PARKWAY
SUITE 500
DALLAS, TEXAS 75244
972.980.0880

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

DATE: 09.04.2020
JOB # 20-204
SITE PLAN
SHEET:

A1.00

THE TOWN OF FLOWER MOUND - LANDSCAPE CONFORMANCE CHART			
STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD	REQUIRED	PROVIDED
Min. 20% of street yard	48,492 s.f.	9,698 s.f. 20%	23,144 s.f. 47%
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Between 10,000 and 110,000 s.f. = 10 Trees + 1 Tree for every 2,500 s.f. over 10,000 s.f.	50,590 s.f. of Street Yard	26 Trees, 3" cal.	26 Trees, 3" cal.
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
Old Gerault Road		15 ft.	15 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 l.f.	Old Gerault Rd.: 619 l.f.	21 Trees, 3" cal.	18 Trees, 3" cal. 3 existing trees
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	80	600 s.f.	2,478 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	80 parking spaces	8 trees, 3" cal.	9 trees, 3" cal. 1 existing tree
** All parking spaces to be located within 50 ft. of tree. *** 30% of the required parking lot trees can be small trees.			
PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. Screen	Screening shrubs (3' ht.)
COMPATIBILITY BUFFER LANDSCAPING			
STANDARD	Square Footage	REQUIRED	PROVIDED
Compatibility Buffer Along North Res. Adj.		25 ft.	25 ft.
One Shade Tree per 400 s.f. of Comp. Buffer	6,481 s.f.	16 trees, 3" cal.	13 trees, 3" cal. 3 existing trees
Min. 6" Masonry Wall		6 ft. masonry wall	6 ft. masonry wall
Understory Screening Plants		6' Screening Shrubs	6' Screening Shrubs
60 ft. Compatibility Buffer Setback		60 ft.	60 ft.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH FRICTION AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

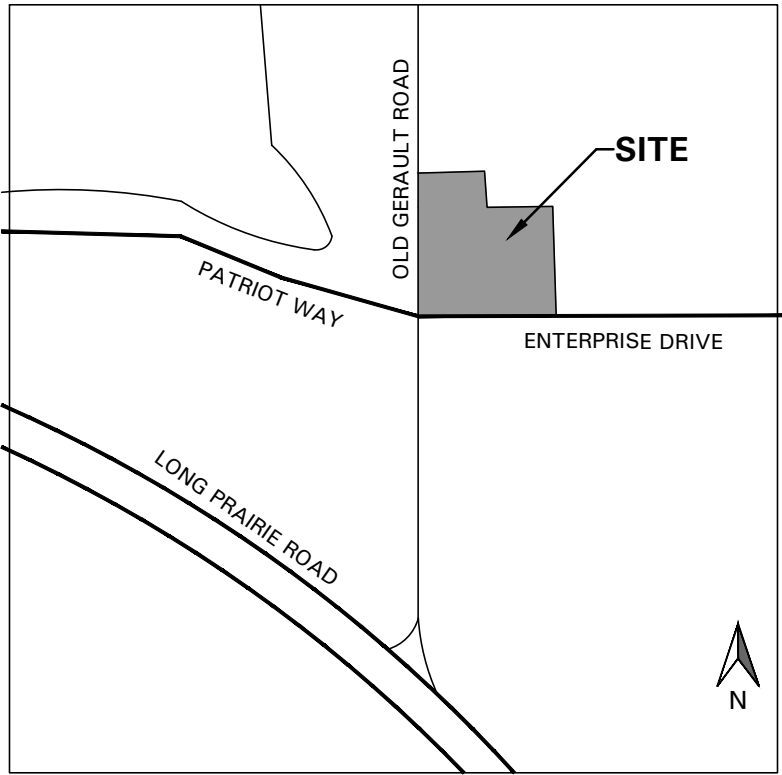
- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
AP	<i>Pinus nigra</i>	Austrian Pine	6	6' ht.	B&B or container grown, full to base, 3' spread
BC	<i>Taxodium distichum</i>	Bald Cypress	5	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
BO	<i>Quercus macrocarpa</i>	Bur Oak	4	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
CE	<i>Ulmus crassifolia</i>	Cedar Elm	8	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
ERC	<i>Juniperus virginiana</i>	Eastern Redcedar	7	6' ht.	container grown, full to base, 3' spread
LE	<i>Ulmus parvifolia</i> 'Sempervirens'	Lacebark Elm	8	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	8	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
SO	<i>Quercus shumardii</i>	Shumard Red Oak	8	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUND COVER					
DBH	<i>Ilex cornuta</i> 'Dwarf Burford'	Dwarf Burford Holly	120	5 gal.	container full, 24" spread, 36" o.c.
IH	<i>Raphiolepis indica</i> 'Jack Evans'	Indian Hawthorne 'Jack Evans'	85	5 gal.	container full, 20" spread, 36" o.c.
LOR	<i>Loropetalum chinensis</i> 'Plum Delight'	Loropetalum 'Plum Delight'	85	5 gal.	container full, 20" spread, 36" o.c.
MIS	<i>Miscanthus sinensis</i> 'Adagio'	Miscanthus 'Adagio'	39	5 gal.	container full, 36" o.c.
NRS	<i>Ilex spp.</i> 'Nellie R. Stevens'	Nellie R. Stevens Holly	8	7 gal.	container full to base, 36" ht., 36" o.c.
NR-6	<i>Ilex spp.</i> 'Nellie R. Stevens'	Nellie R. Stevens Holly	65	15 gal.	container full to base, 36" ht., 48" o.c.
SG	<i>Salvia greggii</i> 'Red'	Salvia Greggii	84	5 gal.	container full, 20" spread 24" o.c.

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

VICINITY MAP
NOT TO SCALE



GENERAL LAWN NOTES

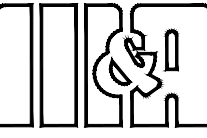
- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS, 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

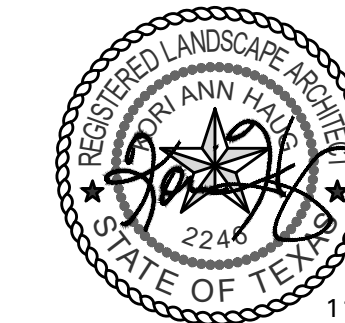


BUILT TO SUIT FOR
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND, TEXAS



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.

1440 DALLAS PARKWAY
SUITE 501
DALLAS, TEXAS 75205
972.986.0880



DATE: 08.03.2020

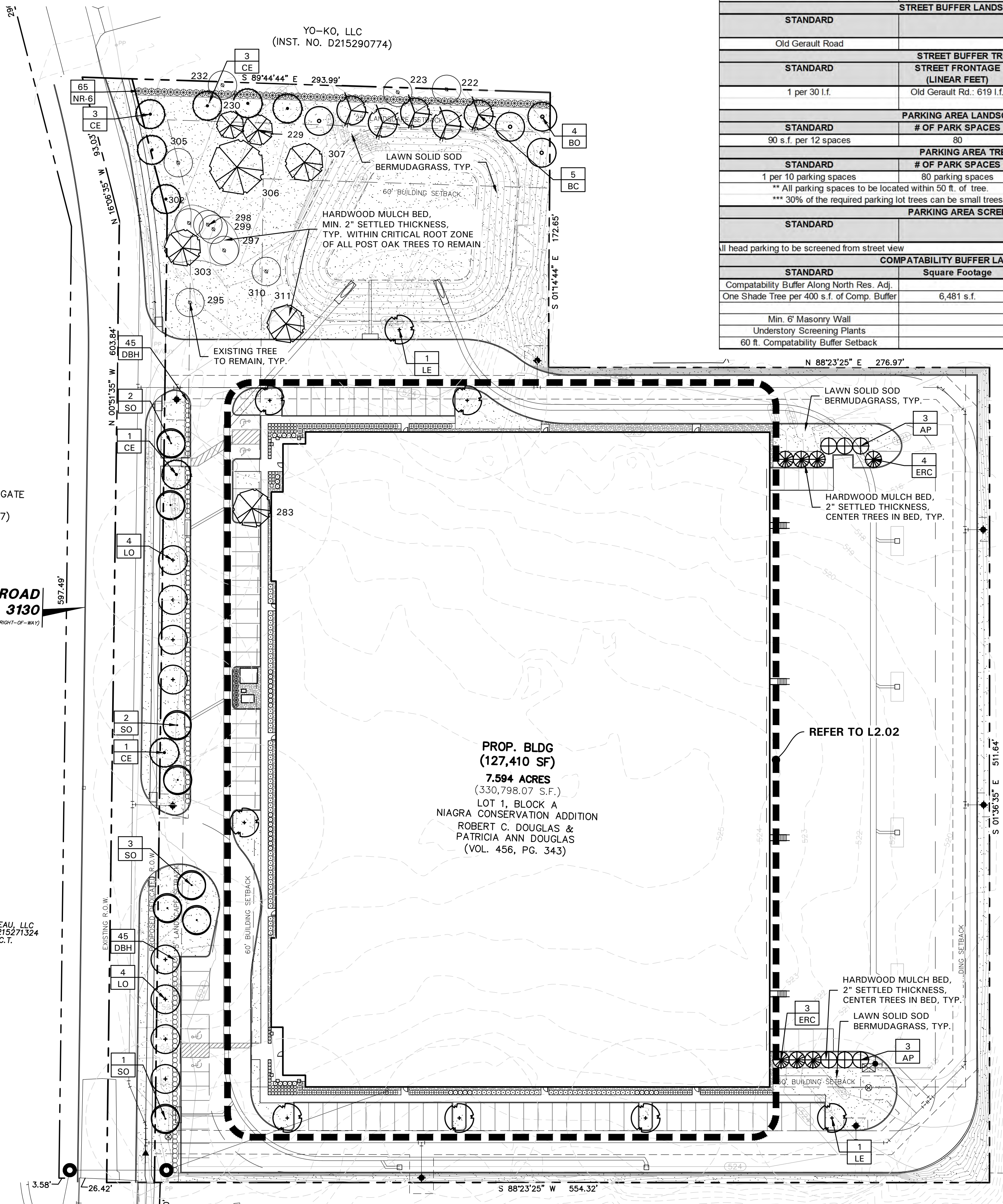
JOB # 20-204
CONCEPTUAL
LANDSCAPE PLAN
SHEET:

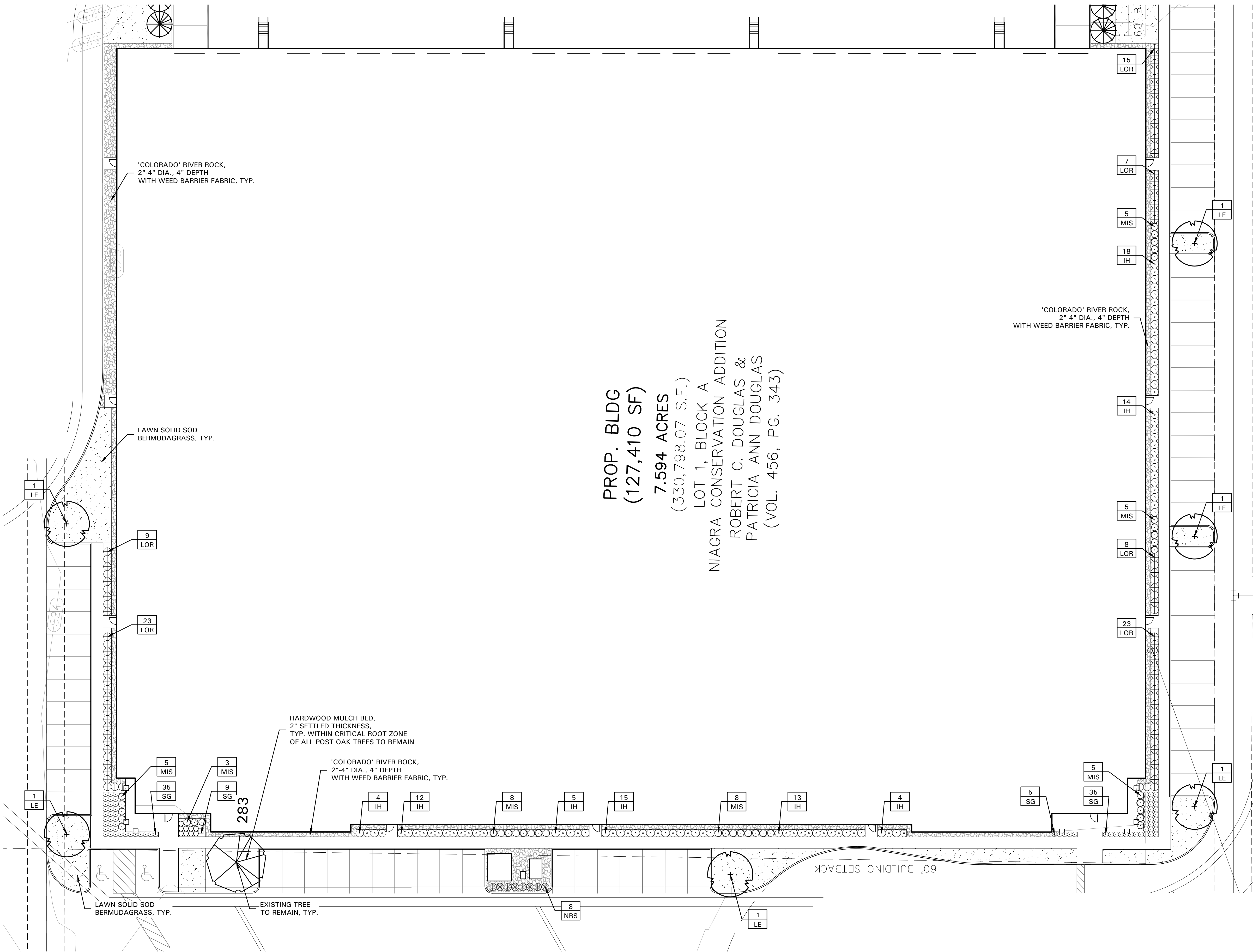
L2.01

• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office

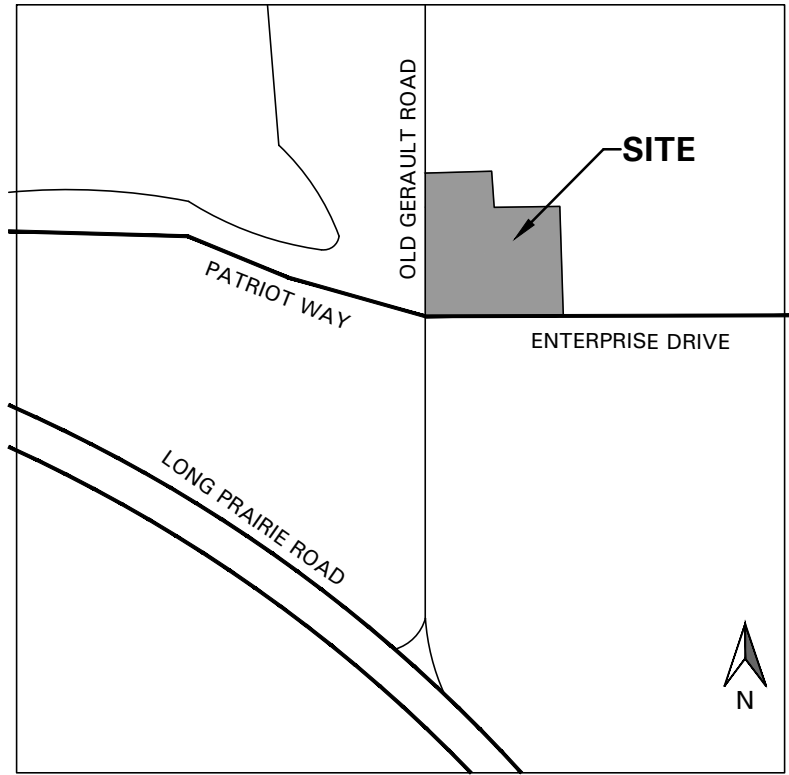


SCALE: 1" = 40'-0"
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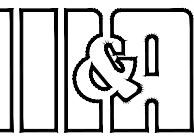




VICINITY MAP
NOT TO SCALE

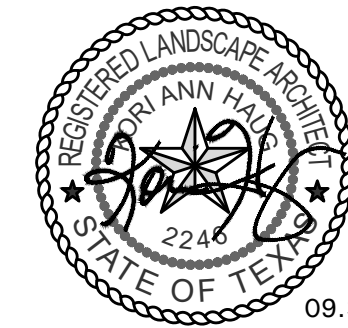


BUILT TO SUIT FOR
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND, TEXAS



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1445 DALLAS PARKWAY
SUITE 501
DALLAS, TEXAS 75205
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PLANT LEGEND

SYMBOL	COMMON NAME
AP	Austrian Pine
BC	Bald Cypress
BO	Bur Oak
CE	Cedar Elm
ERC	Eastern Redcedar
LE	Lacebark Elm
LO	Live Oak
SO	Shumard Red Oak
DBH	Dwarf Burford Holly
IH	Indian Hawthorne 'Jack Evans'
LOR	Loropetalum 'Plum Delight'
MIS	Miscanthus 'Adagio'
NRS	Nellie R. Stevens Holly
NR-6	Nellie R. Stevens Holly
SG	Salvia Greggii

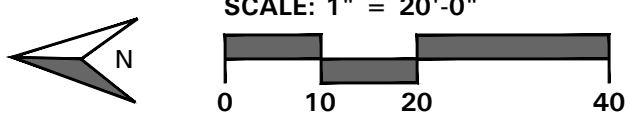
REFER TO L2.01 FOR PLANT LIST

DATE: 08.03.2020

JOB # 20-204
**CONCEPTUAL LANDSCAPE
ENLARGEMENT PLAN**
SHEET:

L2.02

- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office



SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs and grasses)
- Bed preparation and fertilization
- Notification of sources
- Water and maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition; by American National Standards Institute, Inc. (Z60.1) – plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
- The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:

- Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

- a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

- b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

- c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

- C. Selection of Plant Material:
- Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.

- Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

- Landscape Architect will provide a key identifying each tree located on site. Written verification will be required to document material selection, source and delivery schedules to site.

- Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

do not measure from branch or root tip-to-tip.

- Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

- Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

- Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

- Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

- Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

- Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

- Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

- Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

- Protect plants during delivery to prevent damage to root balls or decimation of leaves. Keep plants moist at all times. Cover all materials during transport.

- Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

- Remove rejected plant material immediately from job site.

- To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

- B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as

specified at no additional cost to the Owner.

- Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, and measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

- Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

- Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.

- Physical properties as follows:
 - Clay – between 7-27 percent
 - Silt – between 15-25 percent
 - Sand – less than 52 percent

- Organic matter shall be 3%-10% of total dry weight.

- If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

- D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

- E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

- F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

- G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

- H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDEGE Heavy Duty Steel.

- B. Staking Material for Shade Trees: refer to details.

- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

- D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

- E. River Rock: "Colorado" or native river rock, 2" - 4" dia.

- Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.

- B. All planting areas shall be conditioned as follows:

- Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.

- All planting areas shall receive a two (2") inch layer of specified mulch.
- Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

C. Grass Areas:

- Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

- B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

- C. Position the trees and shrubs in their intended location as per plan.

- D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.

- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

- F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than its vertical dimension. Remove and haul from site all rocks and stones over three-quarter (¾") inch in diameter. Plants should be thoroughly moist before removing containers.

- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.

- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per

tree planting detail as approved by the Landscape Architect if the percolation test fails.

- Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top ½ of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of "root scoring".

- Do not wrap trees.

- Do not over prune.

- Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.

- All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.

- Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3") feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.

- Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.

- Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

- Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.

- Pruning shall be done with clean, sharp tools.

- Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.

- Steel Curbing Installation:

- Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.

- All steel curbing shall be free of kinks and abrupt bends.

- Top of curbing shall be ½" maximum height above final finished grade.

- Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.

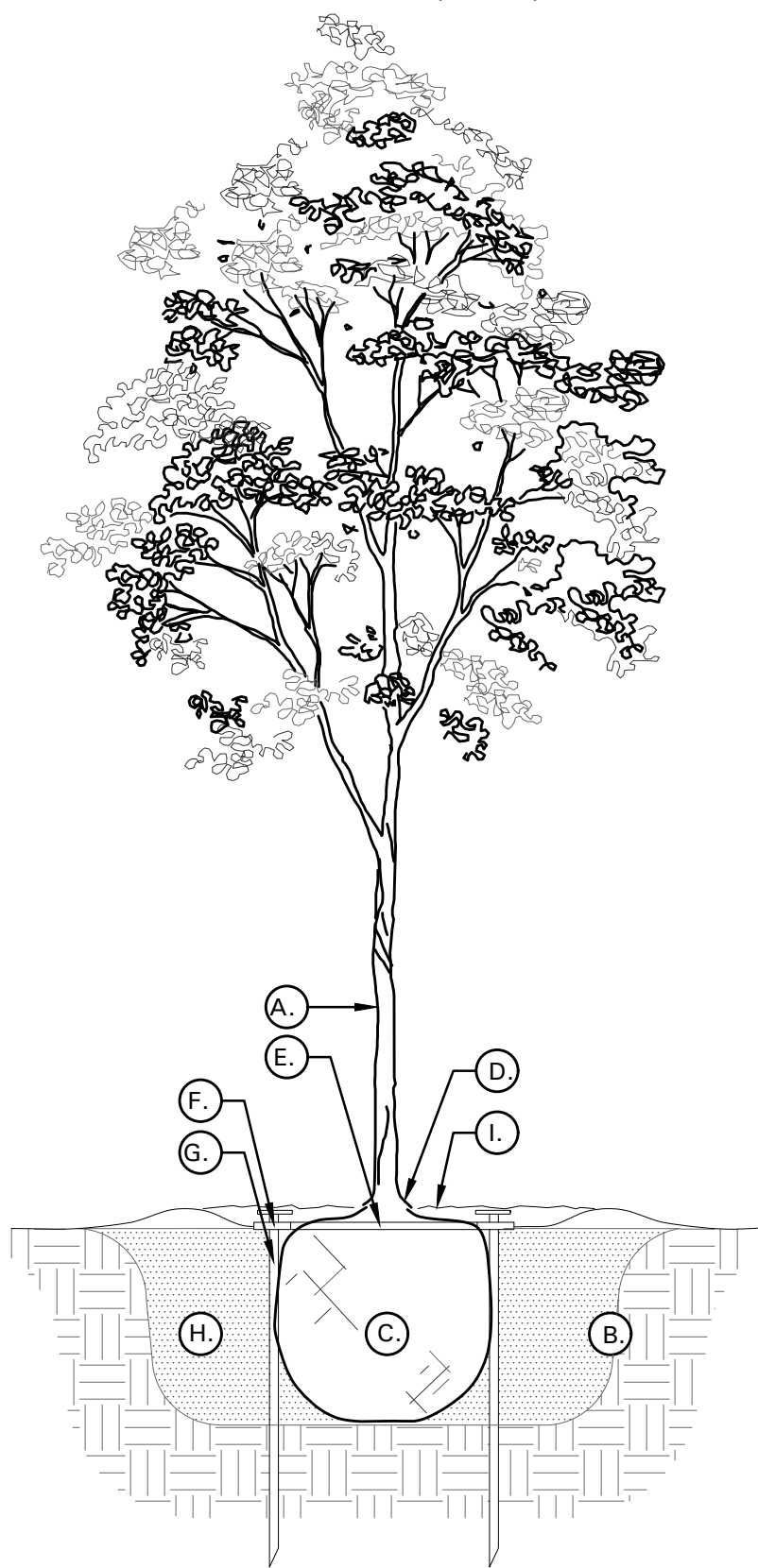
- Do not install steel edging along sidewalks or curbs.

- Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org

- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.

- C. ROOT BALL: REMOVE TOP ½ BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.

- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.

- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL, TRUNK SHOULD BE IN THE CENTER OF THE RING.

- F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.

- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR Mallet FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

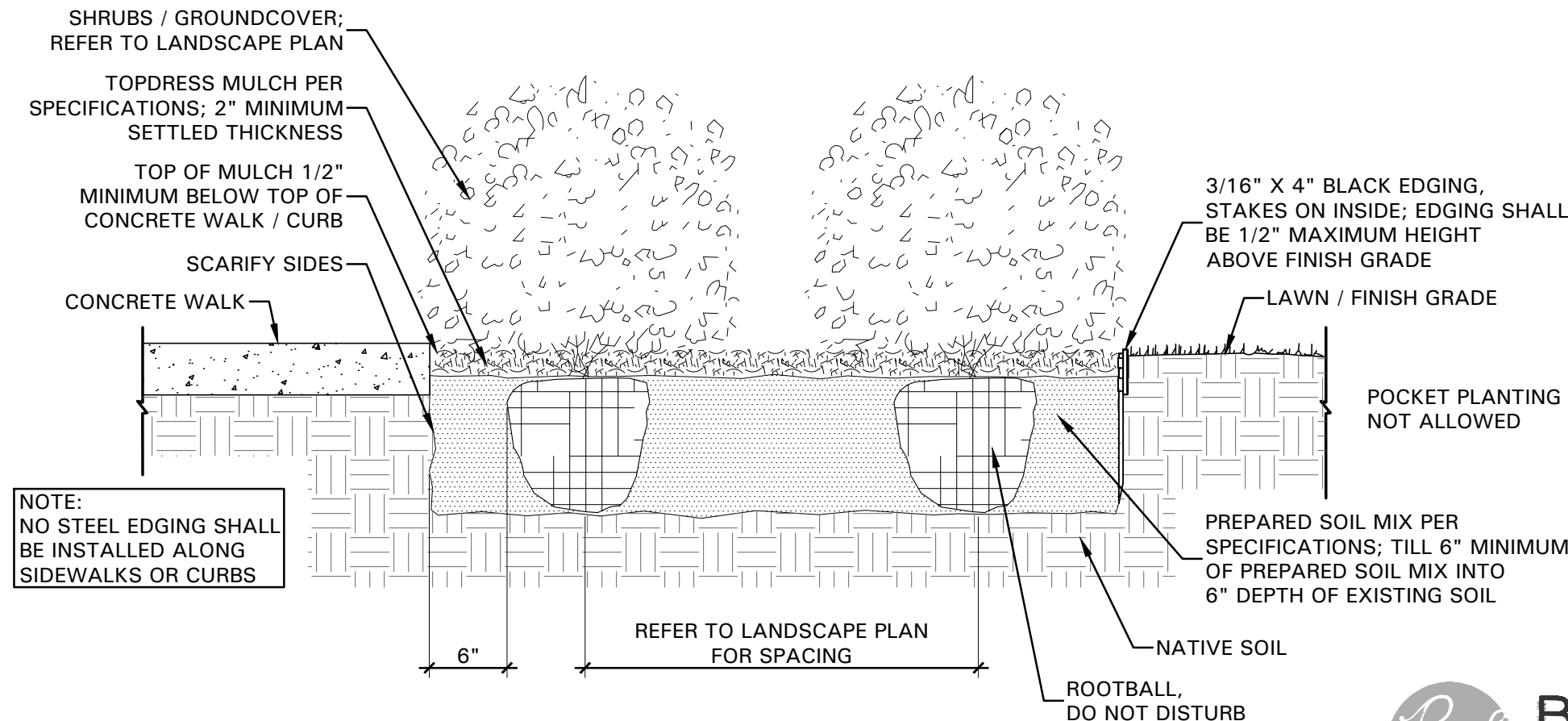
- H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.

- I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE SHOULD NOT BE VISIBLE.

- J. TREE STAKES: TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM: Tree Stake Solutions ATTN: Jeff Tuley (903) 676-6143 jeff@treestakesolutions.com www.treestakesolutions.com

OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.

- K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



NOTE: NO STEEL EDGING SHALL BE INSTALLED ALONG SIDEWALKS OR CURBS

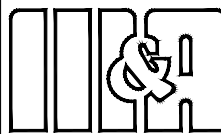
02 SHRUB / GROUNDCOVER DETAIL NOT TO SCALE

01 TREE PLANTING DETAIL NOT TO SCALE



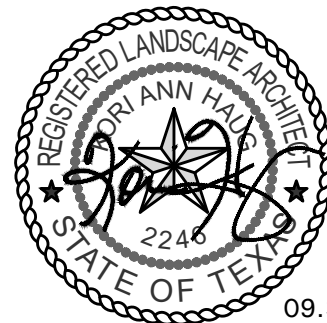
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND, TEXAS

BUILD TO SUIT FOR



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.

1400 DALLAS PARKWAY
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09.30.20

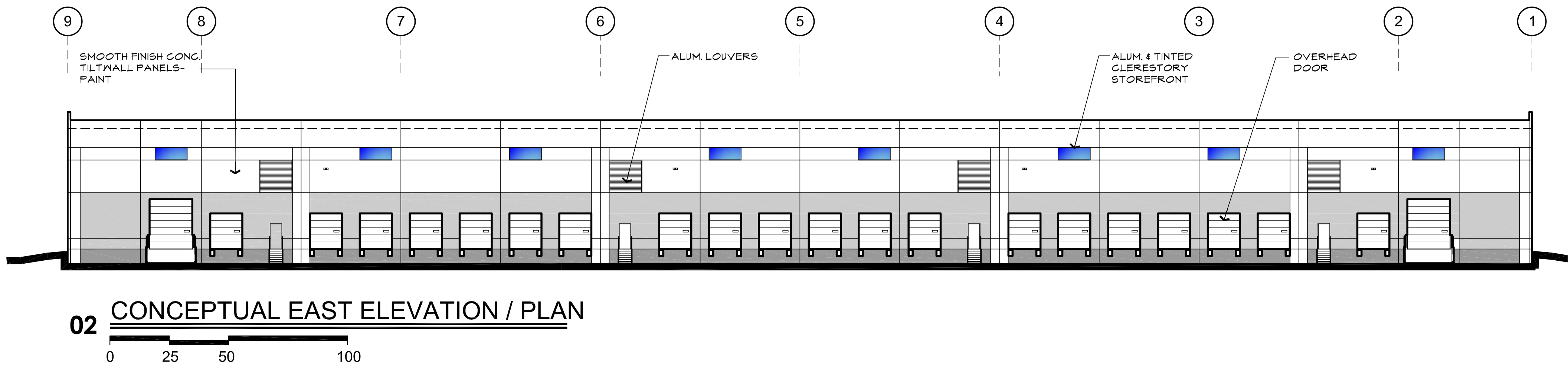
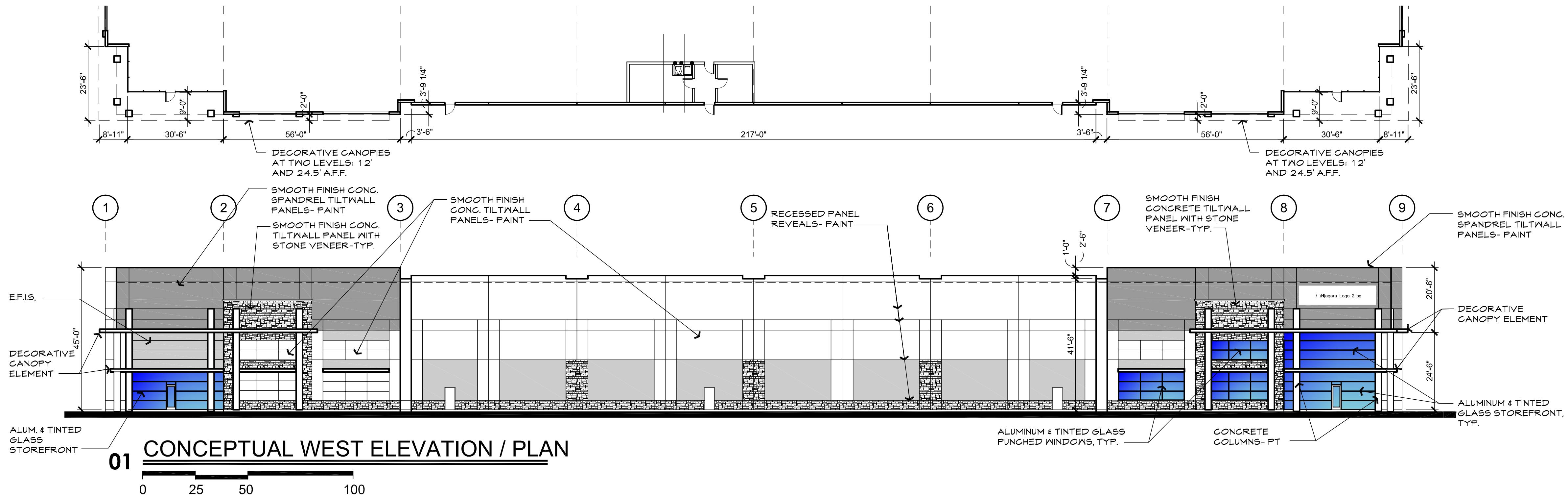
DATE: 08.03.2020

JOB # 20-204
LANDSCAPE SPECIFICATIONS
AND DETAILS
SHEET:

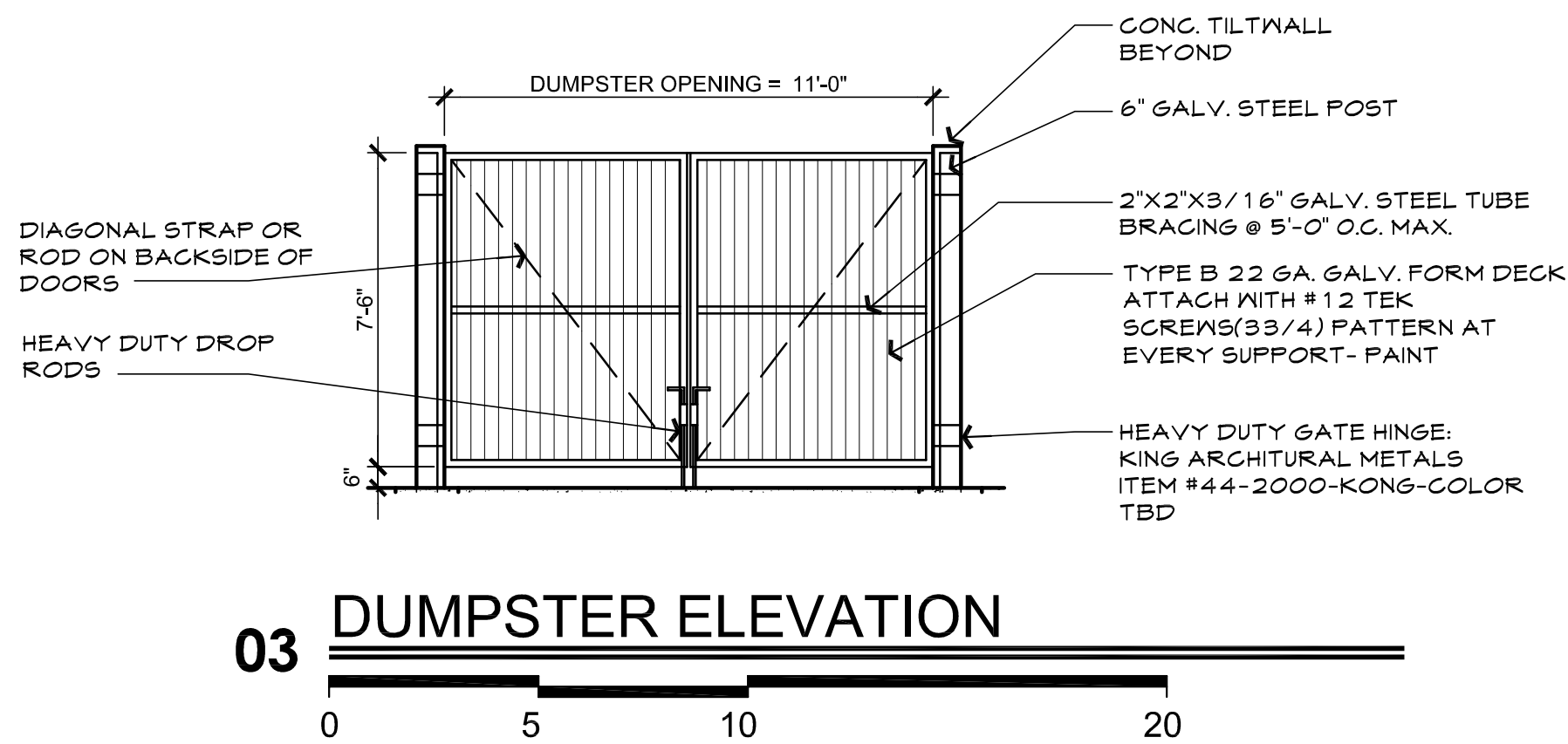
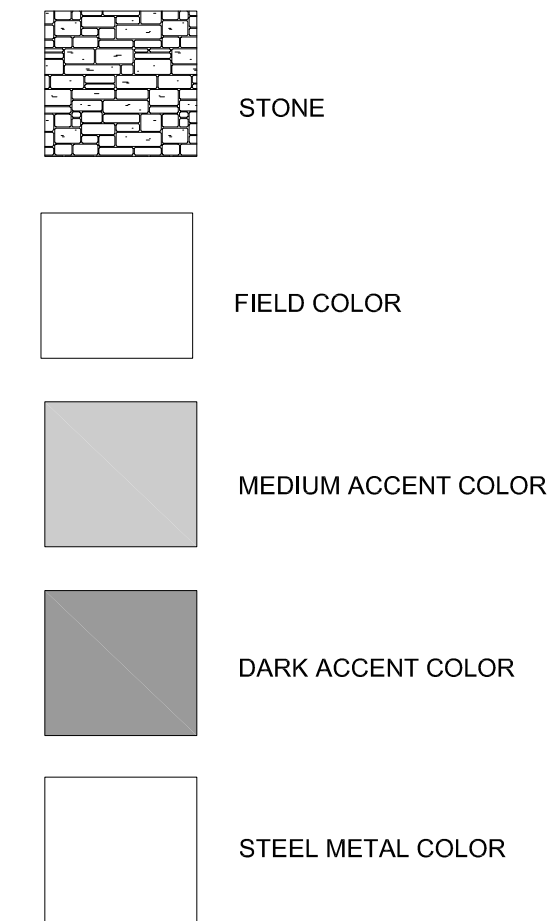
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• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office



COLOR SELECTION KEY



MATERIAL USE TABLE

MATERIAL	NORTH ELEV.	SOUTH ELEV.	EAST ELEV.	WEST ELEV.
1. TOTAL FACADE S.F.	12,957 S.F.	12,957 S.F.	15,085 S.F.	18,112 S.F.
2. FACADE (EXCLUSIVE OF DOOR AND WINDOWS)	12,623 S.F.	12,205 S.F.	12,699 S.F.	16,517 S.F.
3. DOORS AND WINDOWS S.F.	334 S.F.	752 S.F.	2,386 S.F.	1,595 S.F.
4. PRIMARY MASONRY TOTALS- (MIN. 80%)	12,362 S.F. and 98%	12,127 S.F. and 99.5%	12,699 S.F. and 100%	15,922 S.F. and 96%
*TILT WALL S.F.	11,842S.F. and 94%	10,576 S.F. and 87%	12,699 S.F. and 100%	14,043 S.F. and 85%
*TEXTURED STONE S.F.	520 S.F. and 4%	1,551 S.F. and 12.5%		1,879 S.F. and 11%
5. SECONDARY TOTALS - (MAX. 20%)	261 S.F. and 2%	78 S.F. AND .5%		595 S.F. and 4%
*METAL ACCENT S.F.	94 S.F. and 1%	78 S.F. and .5%		250 S.F. and 2%
*EIFS (STUCCO)	167 S.F. and 1%			345 S.F. and 2%

NOTE:
ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.

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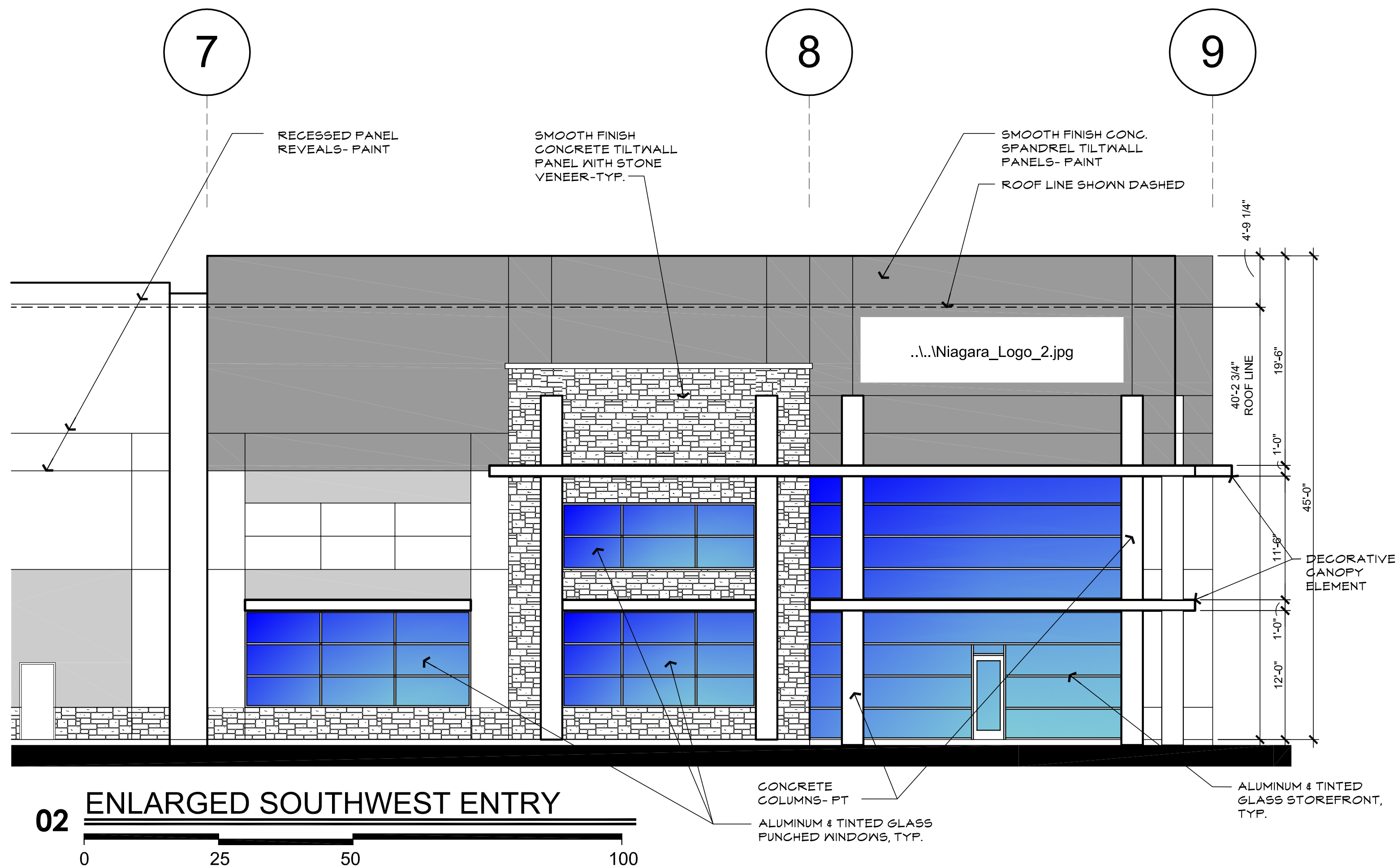
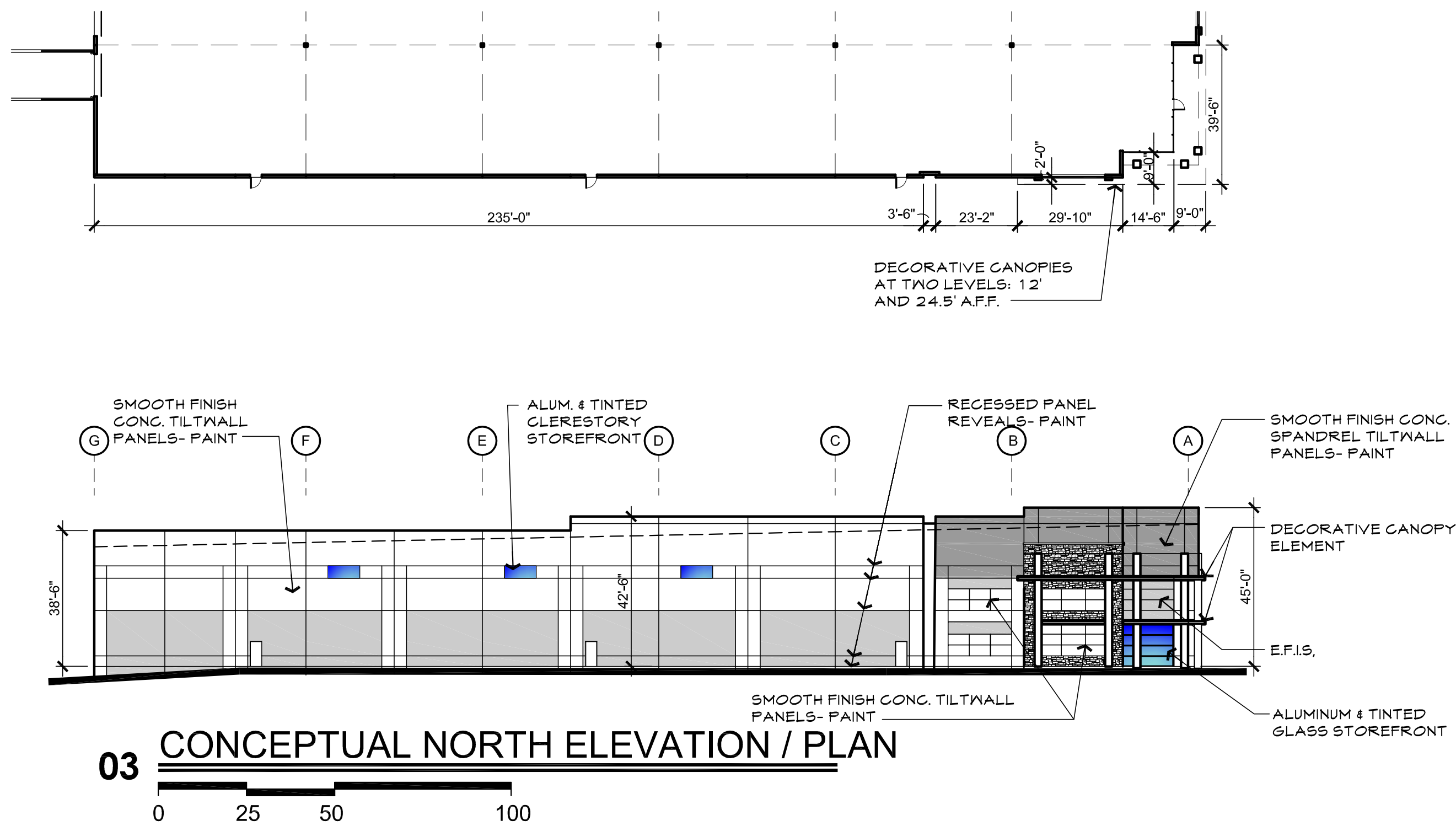
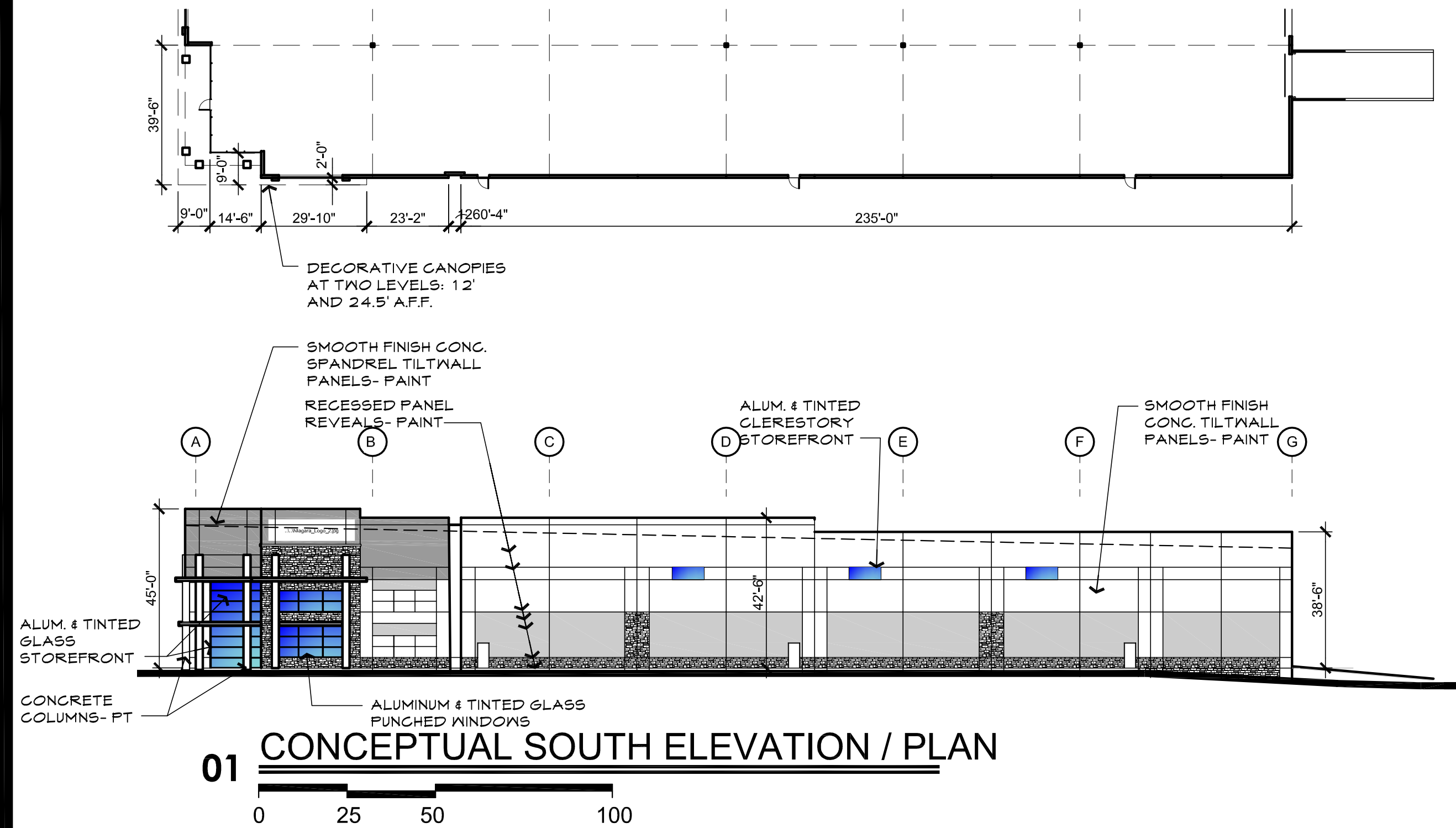
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TEXAS
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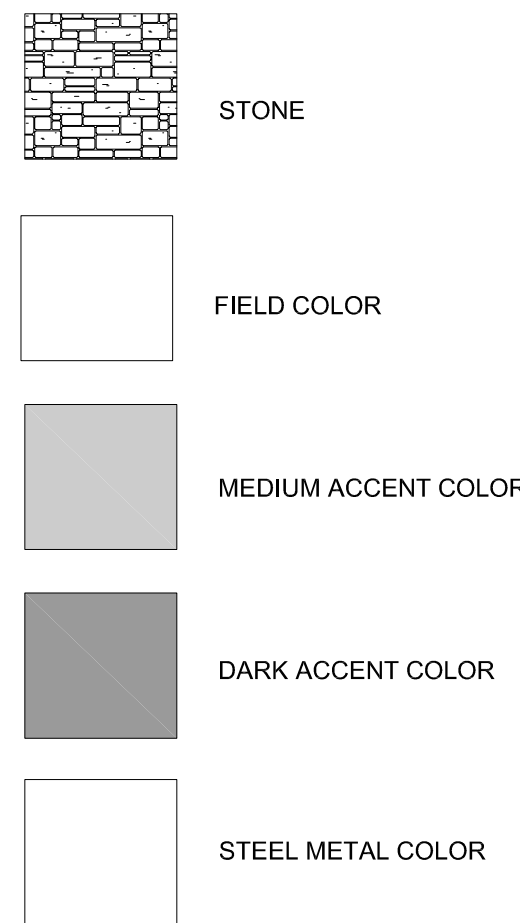
NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

DATE: 11.03.2020
JOB # 20-204
EXTERIOR ELEVATIONS
SHEET:

A6.00



COLOR SELECTION KEY



MATERIAL USE TABLE

MATERIAL	NORTH ELEV.	SOUTH ELEV.	EAST ELEV.	WEST ELEV.
1. TOTAL FACADE S.F.	12,957 S.F.	12,957 S.F.	15,085 S.F.	18,112 S.F.
2. FACADE (EXCLUSIVE OF DOOR AND WINDOWS)	12,623 S.F.	12,205 S.F.	12,699 S.F.	16,517 S.F.
3. DOORS AND WINDOWS S.F.	334 S.F.	752 S.F.	2,386 S.F.	1,595 S.F.
4. PRIMARY MASONRY TOTALS- (MIN. 80%)	12,362 S.F. and 98%	12,127 S.F. and 99.5%	12,699 S.F. and 100%	15,922 S.F. and 96%
*TILT WALL S.F.	11,842 S.F. and 94%	10,576 S.F. and 87%	12,699 S.F. and 100%	14,043 S.F. and 85%
*TEXTURED STONE S.F.	520 S.F. and 4%	1,551 S.F. and 12.5%		1,879 S.F. and 11%
5. SECONDARY TOTALS - (MAX. 20%)	261 S.F. and 2%	78 S.F. AND .5%		595 S.F. and 4%
*METAL ACCENT S.F.	94 S.F. and 1%	78 S.F. and .5%		250 S.F. and 2%
*EIFS (STUCCO)	167 S.F. and 1%			345 S.F. and 2%

NOTE:
ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.

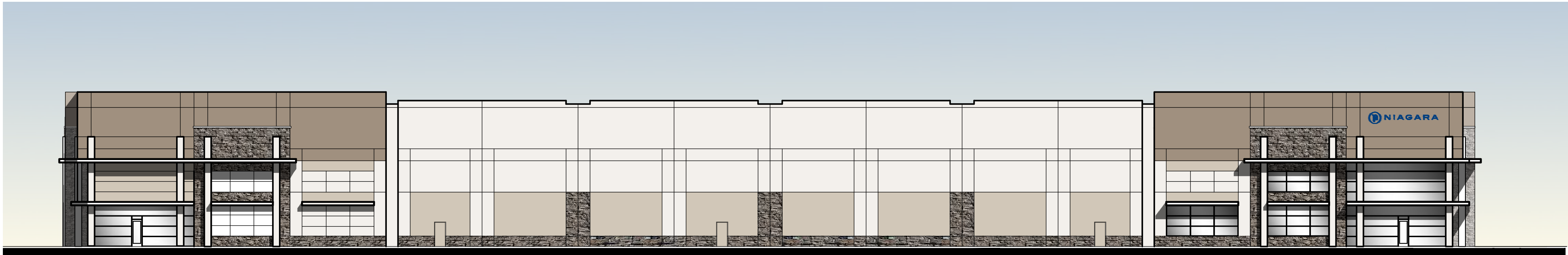
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BUILT TO SUIT FOR
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND, TEXAS

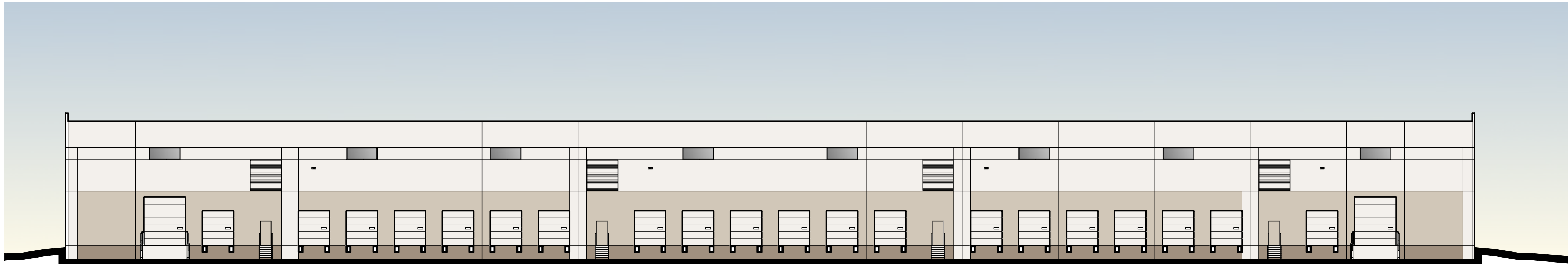
MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
1400 DALLAS PARKWAY
SUITE 200
DALLAS, TEXAS 75244
(214) 960-0000

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

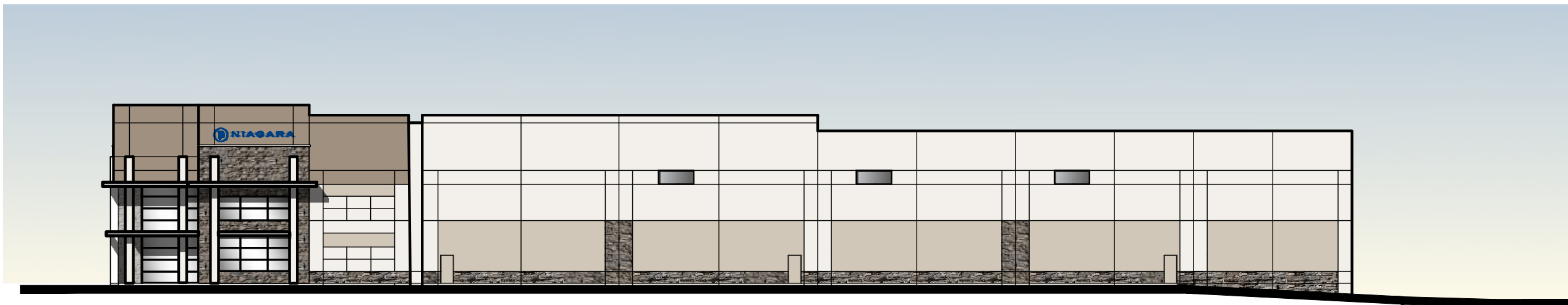
DATE: 11.03.2020
JOB # 20-204
EXTERIOR ELEVATIONS
SHEET:



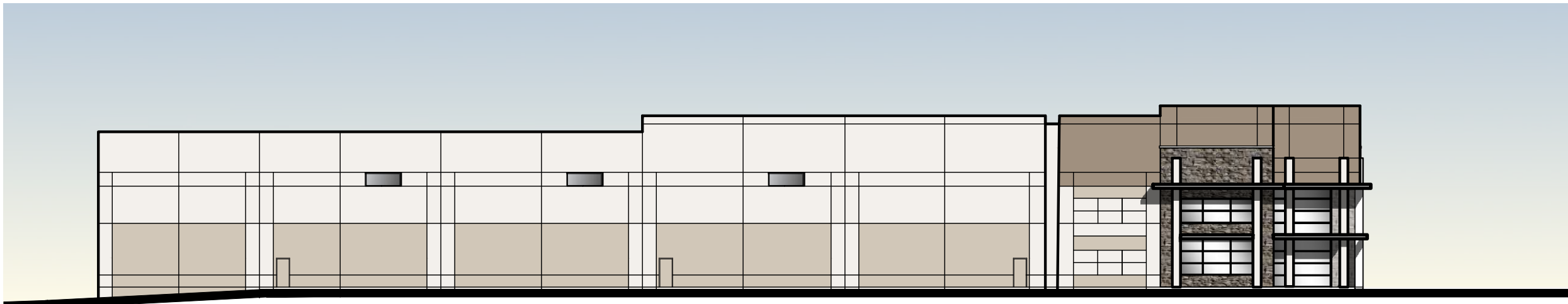
01 WEST ELEVATION



02 EAST ELEVATION



03 SOUTH ELEVATION



04 NORTH ELEVATION



05 ENLARGED SOUTHWEST ENTRY

COLOR SELECTION KEY

	CORONADO STONE ARTISAN LEDGE - FALMOUTH
	SHERWIN WILLIAMS 7036 ACCESSIBLE BEIGE FIELD COLOR
	SHERWIN WILLIAMS 7037 BALANCED BEIGE
	SHERWIN WILLIAMS 9174 MOTH WING

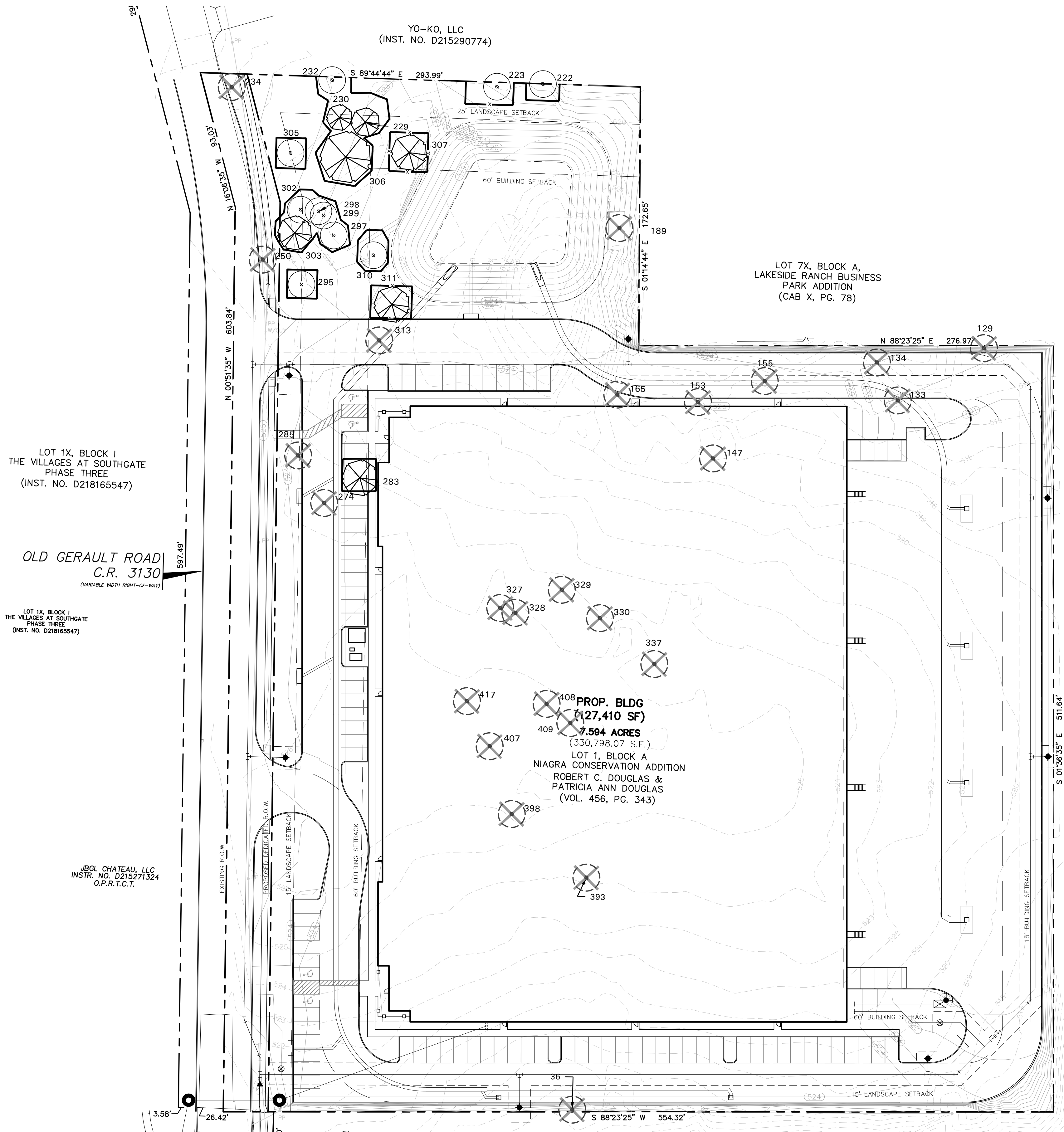


BUILT TO SUIT FOR
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND,
TEXAS

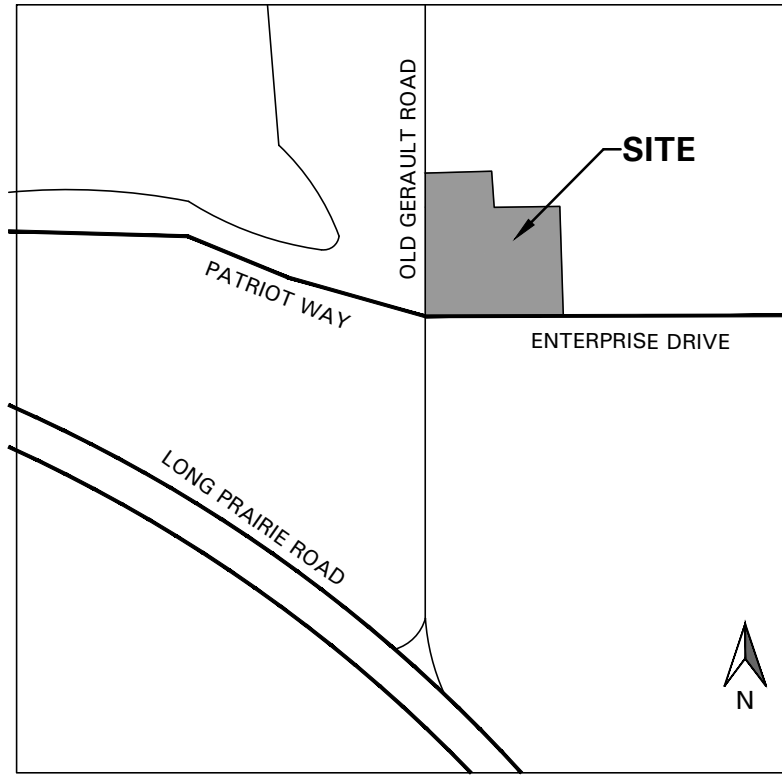


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1400 DALLAS PARKWAY
SUITE 400
DALLAS, TEXAS 75244
(214) 504-5000

DATE: 09.04.2020
JOB # 20-204
P.O.D. ELEVATIONS
SHEET:

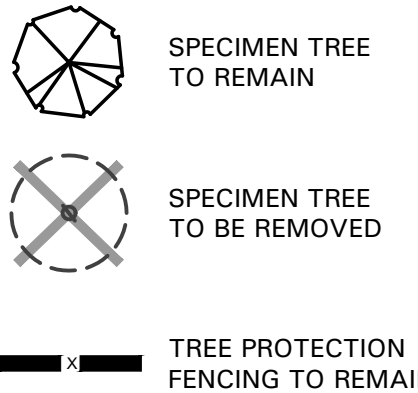


VICINITY MAP
NOT TO SCALE



TREE SURVEY FIELD DATA								
No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks
36	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
129	20.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
133	25.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
134	19.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
147	20	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
153	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
155	19.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
165	24	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
189	28	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
229	26	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	5	BUILDABLE AREA
230	23	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
234	30	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
250	28	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	POOR		
274	19.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	FAIR		
283	31.5	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
285	31	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
303	24	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	FAIR	1	
306	36	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
307	23.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
311	30.5	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
313	32.2	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
327	24.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
328	22.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
329	25.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
330	33.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
337	26	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
393	33	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	FAIR		
398	27	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
407	31	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
408	30.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
409	23	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
417	22	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	POOR		Measurement taken at 1' ht.
Total Caliper Inches of Specimen Trees on Site to be Removed (Total: 33 Specimen Trees)							828.7	
Total Caliper Inches of Specimen Trees to be Removed							634.2	
Total Mitigation Required for Specimen Trees Removed							1,268.4	
Replacement Trees Required for Specimen Trees to be Removed							422.8	
Total Tree Credits for Specimen Trees to Remain							32.0	
Total Protected Trees on Site							164.0	

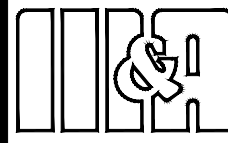
EXISTING TREE LEGEND



4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

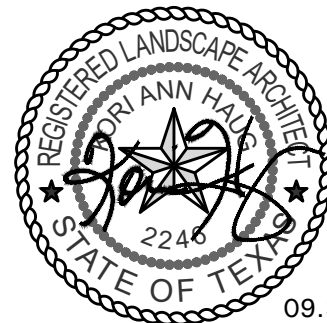


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TEXAS
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(972) 880-0880

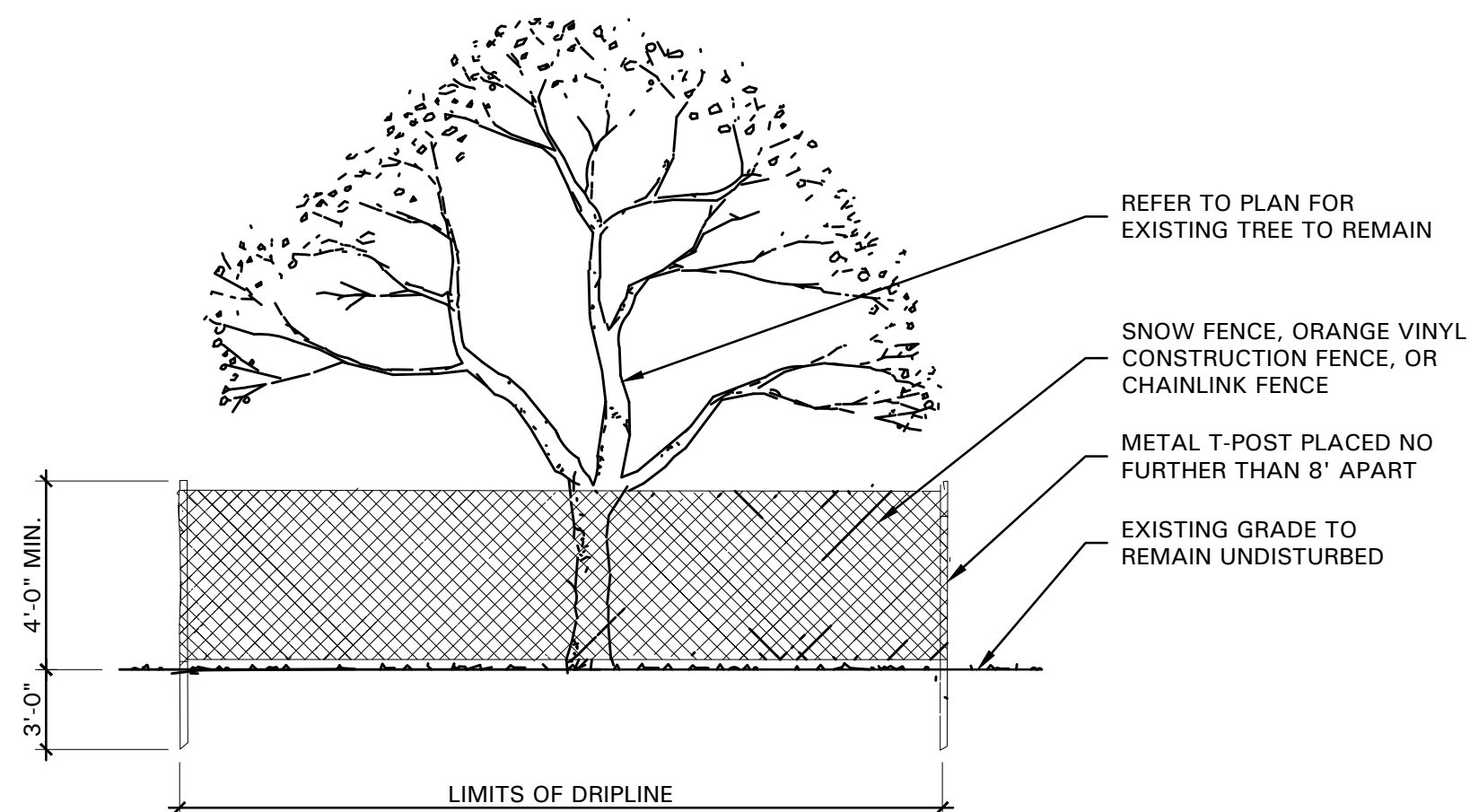
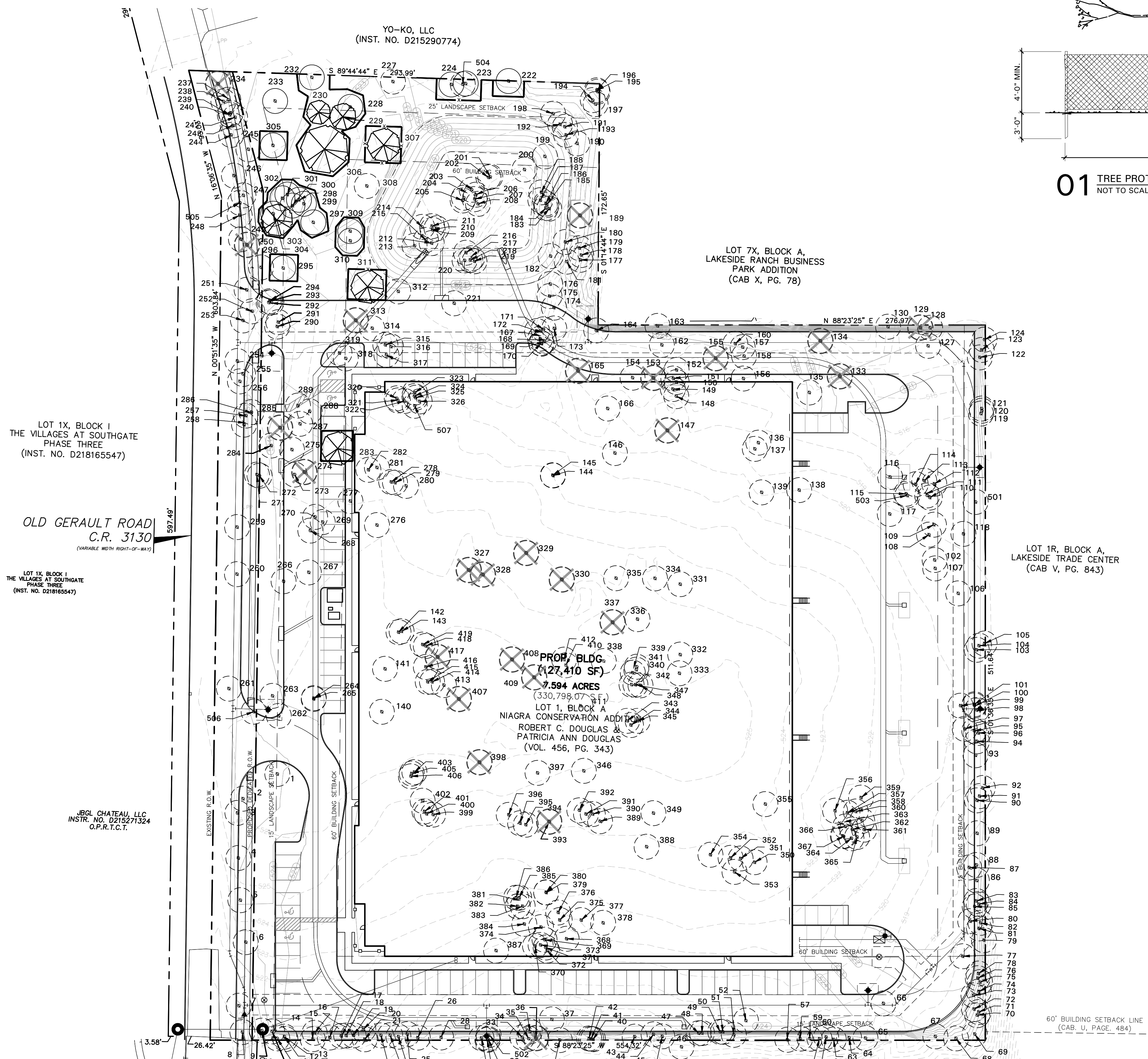


DATE: 08.03.2020

JOB # 20-204
SPECIMEN TREE PLAN

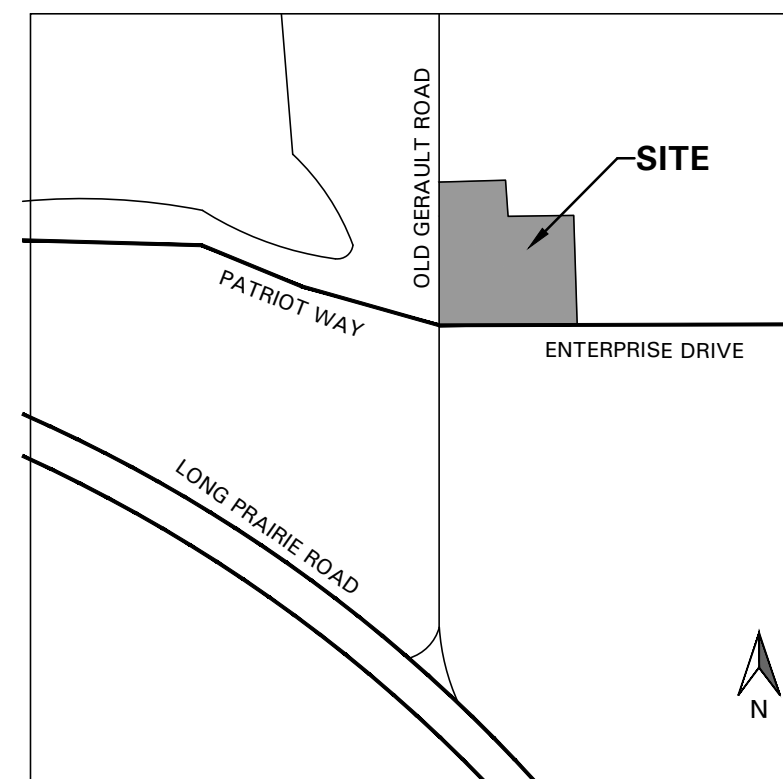
SHEET:

L1.00



01 TREE PROTECTIVE FENCING
NOT TO SCALE

VICINITY MAP
NOT TO SCALE



TREE PRESERVATION NOTES

- EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE (CANOPY) OF TREE.
- IF ANY ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION / CONSTRUCTION, NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. IT IS RECOMMENDED THAT A LICENSED ARBORIST BE SECURED FOR THE TREATMENT OF ANY POSSIBLE TREE WOUNDS.
- NO DISTURBANCE OF THE SOIL GREATER THAN 4" SHALL BE LOCATED CLOSER TO THE TREE TRUNK THAN 1/2 THE DISTANCE OF THE DRIP LINE TO THE TREE TRUNK. A MINIMUM OF 75% OF THE DRIP LINE AND ROOT ZONE SHALL BE PRESERVED AT NATURAL GRADE.
- ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONES OF THE PROTECTED TREES MUST BE DONE WITH LIGHT MACHINERY SUCH AS A BOBCAT OR LIGHT TRACTOR. NO EARTH MOVING EQUIPMENT WITH TRACKS IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.
- NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE.
- NO EQUIPMENT MAY BE CLEANED OR TOXIC SOLUTIONS, OR OTHER LIQUID CHEMICALS, SHALL BE DEPOSITED WITHIN THE LIMITS OF THE DRIP LINE OF A TREE, INCLUDING BUT NOT LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
- NO SIGNS, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
- NO VEHICULAR / CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE DRIP LINE OF TREES.
- BORING OF UTILITIES MAY BE PERMITTED UNDER PROTECTED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES.
- IRRIGATION TRENCHING WHICH MUST BE DONE WITHIN THE CRITICAL ROOT ZONE OF A TREE SHALL BE DUG BY HAND AND ENTER THE AREA IN A RADIAL MANNER.
- ALL TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED BY THE CONTRACTOR WITH BRIGHT RED VINYL TAPE (3" WIDTH) WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4') FEET ABOVE GRADE. FLAGGING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ANY TREE REMOVAL. CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE WITH 72 HOURS NOTICE TO SCHEDULE ON-SITE MEETING.
- ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S DRIP LINE. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR (4') FOOT APPROXIMATE HEIGHT. THE PROTECTIVE FENCING SHALL BE LOCATED AS INDICATED ON THE TREE PROTECTION DETAIL.
- WHEN A LOW HANGING LIMB IS BROKEN DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRIOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

EXISTING TREE LEGEND

- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION, REFER TO L1.01



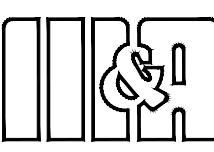
SCALE: 1" = 40'-0"
0 20 40 80



• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office

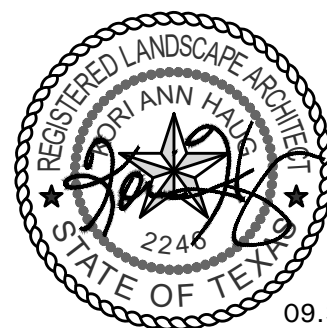


BUILT TO SUIT FOR
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TEXAS
FLOWER MOUND,



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.

1440 DALLAS PARKWAY
SUITE 500
DALLAS, TEXAS 75244
(214) 760-0880



09.30.20

DATE: 08.03.2020

JOB # 20-204

**TREE PRESERVATION
PLAN**
SHEET:

L1.01

TREE SURVEY FIELD DATA									
No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks	
1	19.5	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
2	13.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA	
3	16	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA	
4	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA	
5	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
6	13	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
7	11	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA	
8	21.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
9	11	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		OUTSIDE BUILABLE AREA	
10	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
11	6.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
12	14.5	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
13	11.5	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
14	17	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
15	6	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
16	6.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
17	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
18	13.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
19	8.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
20	10	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
21	9.5	EVE'S NECKLACE	SOPHORA AFFINIS	TO BE REMOVED		GOOD			
22	36.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
23	6	EVE'S NECKLACE	SOPHORA AFFINIS	TO BE REMOVED		GOOD			
24	10	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
25	9.5	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
26	7	EVE'S NECKLACE	SOPHORA AFFINIS	TO BE REMOVED		GOOD			
28	13	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
30	12.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
31	7.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
32	6	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
33	8.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
34	10.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
35	17	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
36	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
37	6.5	CHINESE ELM	ULMUS PARVIFOLIA	TO BE REMOVED		GOOD			
38	15.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
40	15.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
41	14	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
42	12.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
43	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
44	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
45	13.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
46	13	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
47	15	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
48	19	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
49	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
50	12	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
51	6.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
52	6.5	HERCULES' CLUB	ZANTHOXYLUM CLAVA-HERCULIS	TO BE REMOVED		GOOD			
57	9	BOXELDER	ACER NEGUNDO	TO BE REMOVED		POOR			
59	10	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
60	6.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
61	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
62	13	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
63	15	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
64	12	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
65	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
66	7	HERCULES' CLUB	ZANTHOXYLUM CLAVA-HERCULIS	TO BE REMOVED		GOOD			
67	18	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
68	17	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
69	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
70	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
71	10	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
72	25.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
73	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
74	6.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
75	6	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
76	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
77	7	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
78	10	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
79	8.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
80	11	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
81	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
82	10	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
83	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
84	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
85	8.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
86	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
87	10	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
88	10	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
89	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
90	9.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
91	16.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
92	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
93	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
94	23	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
95	18	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
96	9.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
97	7	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
98	13.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
99	8.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
100	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
101	10	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
102	10	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
103	10	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD			
104	17	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
105	14	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
106	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
107	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
108	15.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
109	7.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
110	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA	
111	15	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD			
112	9.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
113	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
114	7.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
115	22.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			

TREE SURVEY FIELD DATA									
No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks	
116	14.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
117	11.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
118	6.5	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
119	12	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
120	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
121	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
122	11.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
123	15.5	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
124	15.5	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
127	7	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
128	11	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
129	20.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
130	9.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
133	25.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
134	19.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
135	7	HERCULES' CLUB	ZANTHOXYLUM CLAVA-HERCULIS	TO BE REMOVED		GOOD			
136	9.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
137	7	CHINESE PISTACHE	PISTACIA CHINENSIS	TO BE REMOVED		GOOD			
138	8.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
139	16.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
140	20.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
141	22.5	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD			
142	13	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
143A	14	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
143B	13	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
146A	18	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
146B	13	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
144	9.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
145	10.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
147	20	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
148	10	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
149	6	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
150	8.5	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	POOR			BUILDABLE AREA
151	6.6	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
152	16.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
153	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
154	24.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED		HAZARD			
155	19.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
156	6.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
157	18	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	POOR			BUILDABLE AREA
158	11.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
160	15.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
162	15	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
163	14	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
164	16	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
165	24	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
166	26	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR			
167	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
168	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
169	11	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
170	6.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
171	15	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
172	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
173	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
174	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
175	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
176	7.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
177	9.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
178	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
179	5.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
180	12.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
181	11.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
182	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
183	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
184	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
185	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
186	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
187	11	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
188	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
189	28	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD			
190	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
191	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
192	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
193	11.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
194	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
195	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
196	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
197	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
198	16.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
199	9	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
200	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
201	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
202	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
203	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
204	13	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
205	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
206	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
207	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
208	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
209	13	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
210	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
211	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD			
212	11	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
213	11.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
214	9	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
215	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
216	9	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
217	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
218	7.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
219	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
220	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
221	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD			BUILDABLE AREA
222	11.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1		BUILDABLE AREA
223	9	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1		BUILDABLE AREA
224	10	HACKBERRY	CELTIS LAEVIGATA	TO REMAIN		GOOD			
227	8.5	HERCULES' CLUB	ZANTHOXYLUM CLAVA-HERCULIS	TO BE REMOVED		GOOD			
228	7	HACKBERRY	CELTIS LAEVIGATA	TO REMAIN		GOOD			

TREE SURVEY FIELD DATA								
No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks
229	26	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	5	BUILDABLE AREA
230	23	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
232	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	BUILDABLE AREA
233	10	HACKBERRY	CELTIS LAEVIGATA	TO REMAIN		GOOD		
234	30	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
237	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
238	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
239	8.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
240	6.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
242	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
243	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
244	12	BLACKJACK OAK	QUERCUS MARILANDICA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
245	17	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
246	10	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
247	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
248	9.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
249	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR		
250	28	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	POOR		
251	17.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
252	6	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
253	6.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
254	13.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
255	6.5	BLACKJACK OAK	QUERCUS MARILANDICA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
256	13	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
257	9	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
258	6	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		POOR		
259	7.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
260	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
261	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
262	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
263	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		OUTSIDE BUILDABLE AREA
264	9.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
265	11	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
266	8.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
267	10.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
268	7.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
269	14	CHINABERRY	MELIA AZEDARACH	TO BE REMOVED		GOOD		
270	7.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
271	8.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
272	9	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		DEDICATED R.O.W. BUILDABLE AREA
273	8.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD		
274	19.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	FAIR		
275	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
276	7	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
277	7.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD		
278	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
279	6.5	GUM BUMELIA	SIDEROXYLON LANUGINOSUM	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
280	10.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
281	8.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
282	15	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		POOR		
283	31.5	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
284	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		OUTSIDE BUILDABLE AREA
285	31	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
286	7	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	POOR		DEDICATED R.O.W. BUILDABLE AREA
287	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
288	6.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
289	20	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
290	14	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
291	8	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD		
292	6.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
293	6	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD		
294	14	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
295	11	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	
296	10.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD		
297	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	BUILDABLE AREA
298	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	BUILDABLE AREA
299	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	BUILDABLE AREA
300	6.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO REMAIN		GOOD		
301	6.5	HACKBERRY	CELTIS LAEVIGATA	TO REMAIN		GOOD		
302	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	BUILDABLE AREA
303	24	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	FAIR	1	
304	6	HACKBERRY	CELTIS LAEVIGATA	TO REMAIN		GOOD		
305	16	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	BUILDABLE AREA
306	36	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
307	23.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
308	33.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED		DEAD		
309	8.5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	TO BE REMOVED		GOOD		
310	13.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED	GOOD	1	BUILDABLE AREA
311	30.5	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
312	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
313	32.2	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
314	9	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
315	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
316	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
317	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
318	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
319	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
320	13	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
321	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
322	6.5	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
323	7	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
324	16	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
325	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
326	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
327	24.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
328	22.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
329	25.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
330	33.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
331	9	PECAN	CARYA ILLINOINENSIS	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
332	9.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
333	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
334	7	PECAN	CARYA ILLINOINENSIS	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
335	6	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
336	15	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
337	26	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
338	23	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
339	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		

TREE SURVEY FIELD DATA								
No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks
340	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
341	7	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
342	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
343	10.5	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
344	8	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD		
345	10.5	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD		
346	8.5	CHINESE PISTACHE	PISTACIA CHINENSIS	TO BE REMOVED		GOOD		
347	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
348	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
349	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
350	15	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
351	12.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
352	16.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
353	16	GREEN ASH	FRAXINUS PENNSYLVANICA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
354	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
355	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
356	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
357	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
358	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
359	6	HERCULES' CLUB	ZANTHOXYLUM CLAVA-HERCULIS	TO BE REMOVED		GOOD		
360	16.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
361	12	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
362	19	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD		
363	17	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD		
364	16	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
365	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR		
366	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR		
367	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
368	7.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
369	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR		
370	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		POOR		
371	17.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
372	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
373	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
374	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
375	8.5	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD		
376	18	OSAGE ORANGE	MACLURA POMIFERA	TO BE REMOVED		GOOD		
377	7.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
378	8.5	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
379	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
380	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
381	10	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
382	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
383	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
384	12	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
385	8	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
386	7	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
387	6	HERCULES' CLUB	ZANTHOXYLUM CLAVA-HERCULIS	TO BE REMOVED		GOOD		
388	6	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
389	9	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
390	15.5	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
391	18	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
392	15	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
393	33	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	FAIR		
394	9	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	TO BE REMOVED		GOOD		
395	11	HACKBERRY	CELTIS LAEVIGATA	TO BE REMOVED		GOOD		
396	8.5	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED	GOOD		BUILDABLE AREA
397	11	BRADFORD PEAR	PYRUS CALLERYANA	TO BE REMOVED		POOR		

Development Standards

Planned Development District - 179 (PD-179) Niagara Conversation

The development on the property comprising approximately 7.594 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.

- a. Exhibit "C": Conceptual Site Plan.
- b. Exhibit "D": Conceptual Landscape Plan.
- c. Exhibit "E": Conceptual Elevations.

B. PERMITTED USES. The uses listed as Permitted Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C".

C. SPECIFIC USES. The uses listed as Specific Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" with a Specific Use Permit (SUP) approved by the Town Council.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" as only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

E. DIMENSIONAL REGULATIONS. The dimensional regulations listed in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be required for this Planned Development.

F. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

- 1. An exception to Section 82-376 of the Town Code that requires overhead utilities to be placed underground is granted.

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 7.594 ACRES OF LAND SITUATED IN THE J. TURNER SURVEY, ABSTRACT NO. 1251, FROM AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT-179 (PD-179) WITH CAMPUS INDUSTRIAL (CI) 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 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 heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 7.594 acres of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Planned Development District-179 (PD-179) with Campus Industrial (CI) uses; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on November 9, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 1, 2021, 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:

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 to establish a planned development district as shown below:

Approximately 7.594 acres of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District-179 (PD-179) with Campus Industrial (CI) uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 179 (PD-179), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 179 (PD-179).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 179 (PD-179), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," and "E," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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 6

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 7

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 8

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

SECTION 9

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 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 1ST DAY OF FEBRUARY, 2021.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit A

DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 7.594 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas; said tract being all of that certain tract of land described in Warranty Deed to Robert C. Douglas & Patricia Ann Douglas recorded in Volume 456, Page 343 of the Deed Records of Denton County, Texas; said 7.594 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "A.R.S." cap set for corner in Old Gerault Road (a variable width right-of-way); said point being the northwest corner of said Old Gerault Road as dedicated by plat recorded in Cabinet U, Page 484 of the Plat Records of Denton County, Texas;

THENCE, North 00 degrees, 51 minutes, 35 seconds West, along the approximate centerline of said Old Gerault Road, a distance of 603.83 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner;

THENCE, North 16 degrees, 06 minutes, 35 seconds West, continuing along the said approximate centerline of said Old Gerault Road a distance of 93.03 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being the southwest corner of that certain tract of land described in Warranty Deed to YO-KO LLC recorded in Instrument No. D215290774 of the Official Public Records of Tarrant County, Texas;

THENCE, South 89 degrees, 44 minutes, 44 seconds East, departing the said centerline of Old Gerault Road and along the south line of said YO-KO LLC tract, a distance of 293.99 feet to a 1/2-inch iron rod found for corner; said point being the southeast corner of said YO-KO LLC tract and being in the west line of Lot 7X, Block A of the lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas recorded in Cabinet X, Page 78 of said Plat Records;

THENCE, South 01 degrees, 14 minutes, 44 seconds East, along the said west line of Lot 7X, a distance of 172.65 feet to a 5/8-inch iron rod found for corner at the southwest corner of said Lot 7X;

THENCE, North 88 degrees, 23 minutes, 25 seconds East, along the south line of said Lot 7X, a distance of 276.97 feet to a 1-inch pipe found for corner at the northernmost northwesterly corner of Lot 1R, Block A of Lakeside Trade Center, an addition to the Town of Flower Mound, Texas recorded in Cabinet V, Page 843 of said Plat Records;

THENCE, South 01 degrees, 36 minutes, 35 seconds East, departing the said south line of Lot 7X and along the west line of said Lot 1R, a distance of 511.64 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being an ell corner of said Lot 1R;

THENCE, South 88 degrees, 23 minutes, 25 seconds West, a north line of said Lot 1R, passing at a distance of 520.67 feet, the westernmost northwest corner of said Lot 1R, continuing for a total distance of 554.32 feet to the POINT OF BEGINNING;

CONTAINING: 330,798 square feet or 7.594 acres of land, more or less.

**Exhibit B
Development Standards**

**Planned Development District - 179 (PD-179)
Niagara Conversation**

The development on the property comprising approximately 7.594 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.

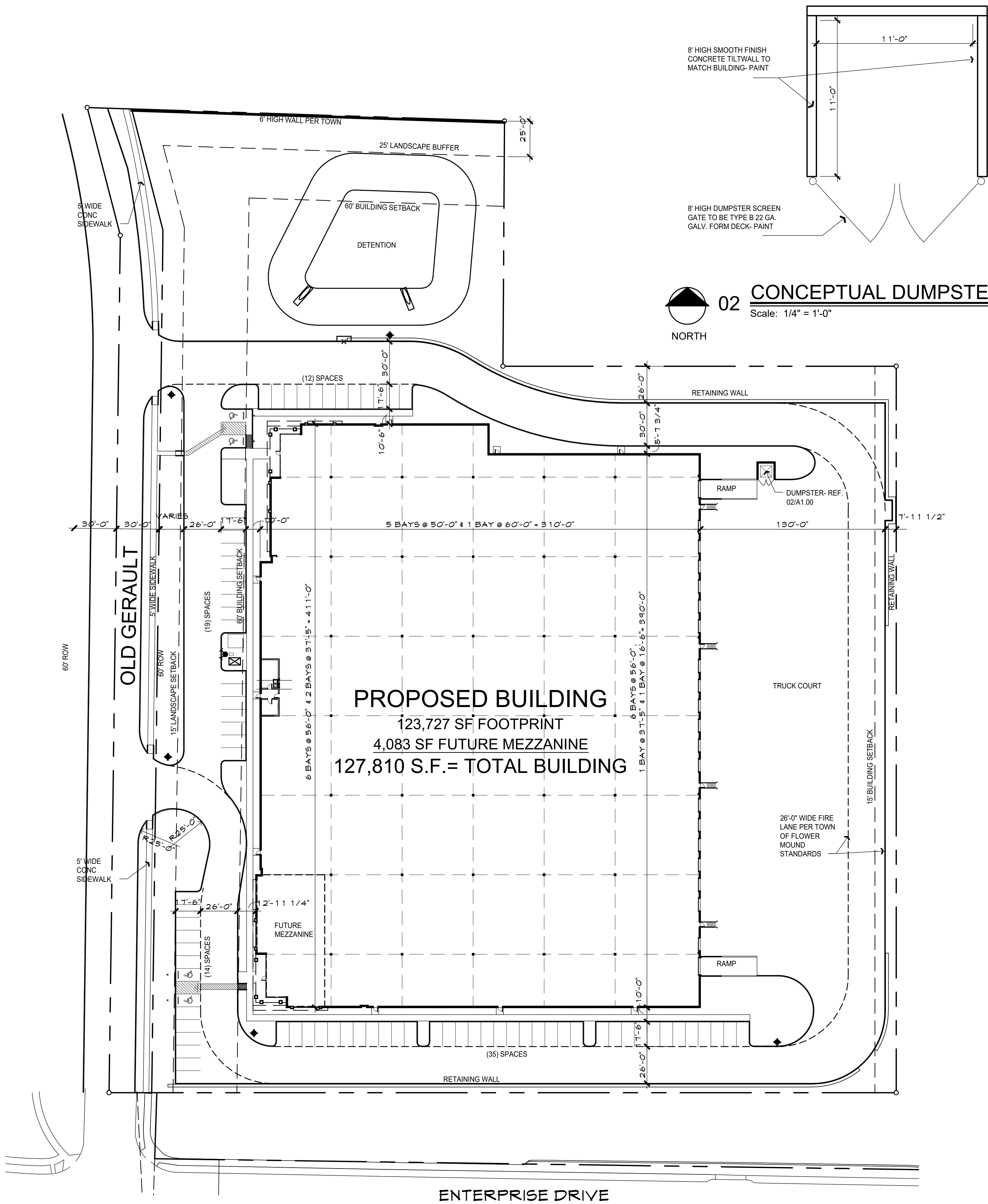
- a. Exhibit "C": Conceptual Site Plan.
- b. Exhibit "D": Conceptual Landscape Plan.
- c. Exhibit "E": Conceptual Elevations.

B. PERMITTED USES. The uses listed as Permitted Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C".

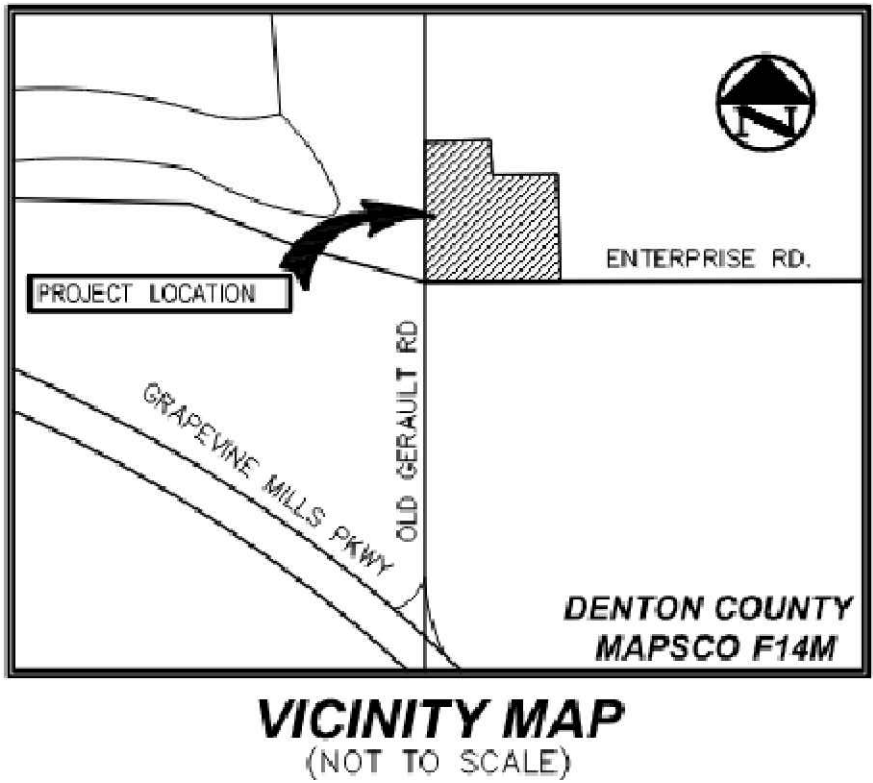
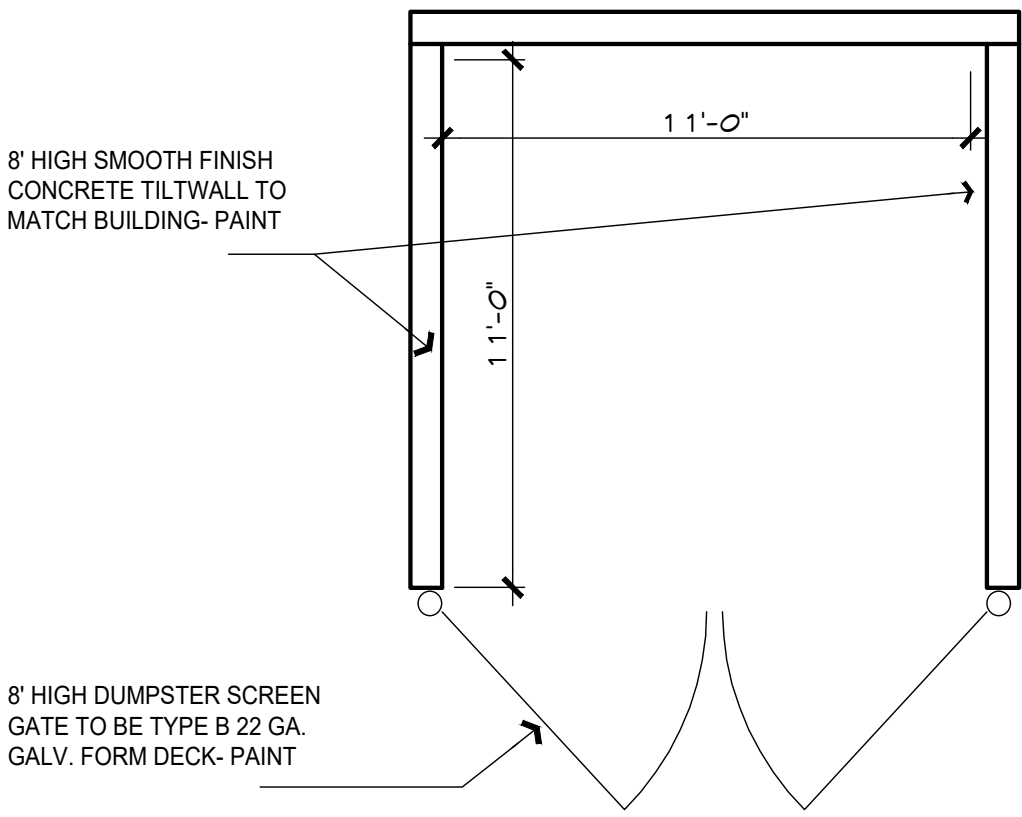
C. SPECIFIC USES. The uses listed as Specific Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" with a Specific Use Permit (SUP) approved by the Town Council.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" as only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits."

E. DIMENSIONAL REGULATIONS. The dimensional regulations listed in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be required for this Planned Development.



02 CONCEPTUAL DUMPSTER PLAN
Scale: 1/4" = 1'-0"



GENERAL NOTES

1. ALL EXPOSED CONCRETE, INCLUDING BUT NOT LIMITED TO RETAINING/DETAINING WALLS, TURN-DOWN CURBS, AND TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING ON THE SITE.
2. OR ALL RETAINING/DETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
3. ALL GROUND BASED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW IN ACCORDANCE WITH SECTION 82-273 OF THE LAND DEVELOPMENT REGULATIONS.
5. SIGNS REQUIRE A SEPARATE BUILDING PERMIT, ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

SITE DATA TABLE		
PHYSICAL ADDRESS	300 OLD GERAULT	
GROSS SITE AREA	7.59 AC and 330,789 SF	
NET SITE AREA	4.66 AC and 202,979 SF	
ZONING	CI (CAMPUS INDUSTRIAL)	
CURRENT USE	AGRICULTURAL	
LOT COVERAGE DATA		
BUILDING COVERAGE	41% / 127,810 S.F.	
IMPERVIOUS AREA	40% / 122,102 S.F.	
PERVIOUS AREA	19% / 59,967 S.F.	
PARKING SUMMARY	REQUIRED	PROVIDED
SURFACE PARKING		
OFFICE (8,698 SF @ 1:300)	29.0	29
FUTURE MEZZ (4,083 @ 1:300)	13.6	14
WAREHOUSE (115,029 @ 1:2000)	57.5	57
SUB TOTAL PARKING	100.1	100
20% REDUCTION	-20	-20
TOTAL PARKING	80	80
BUILDING DATA		
BUILDING	1 STORY	
PEAK HEIGHT	44 FEET and 2 INCHES	
MEAN HEIGHT	40 FEET and 9 INCHES	
TOTAL SQUARE FOOTAGE	127,810 SF	

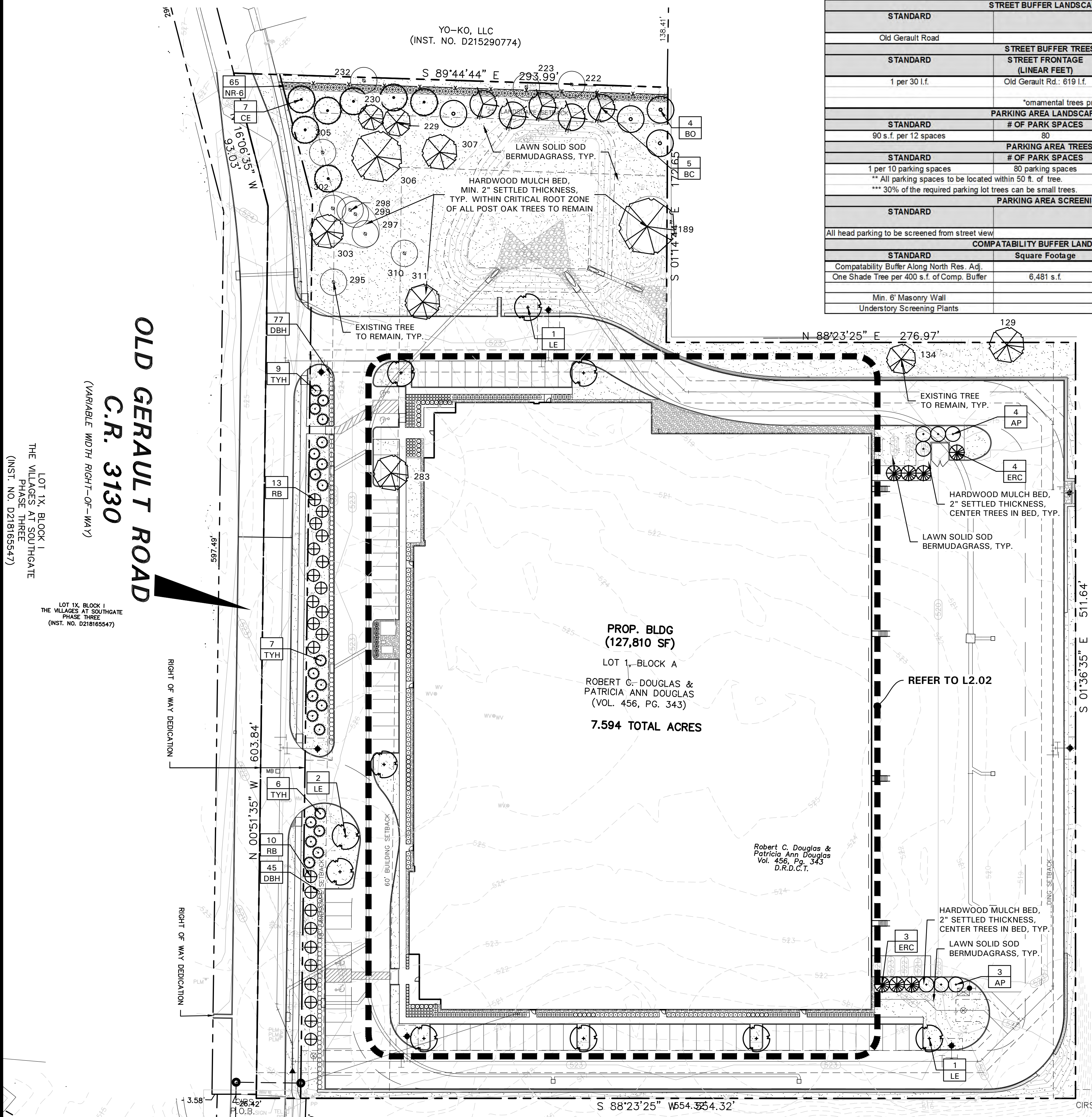
BUILD TO SUIT For
NIAGARA CONSERVATION ON OLD GERAULT
TEXAS
FLOWER MOUND,



NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

DATE: 01.08.2021
JOB # 20-204
SITE PLAN
SHEET:

A1.00



THE TOWN OF FLOWER MOUND - LANDSCAPE CONFORMANCE CHART			
STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD	REQUIRED	PROVIDED
Min. 20% of street yard	48,521 s.f.	9,704 s.f. 20%	23,572 s.f. 49%
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Between 10,000 and 110,000 s.f. = 10 Trees + 1 Tree for every 2,500 s.f. over 10,000 s.f.	48,521 s.f. of Street Yard *omamental trees provided at 3:1 ratio	26 Trees, 3" cal.	12 Existing Trees 7 Trees, 3" cal. 45 Omamental Trees
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
Old Gerault Road		15 ft.	15 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 l.f.	Old Gerault Rd.: 619 l.f.	21 Trees, 3" cal. *omamental trees provided at 3:1 ratio	3 Existing Trees 3 Trees, 3" cal. 45 Omamental Trees
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	80	600 s.f.	2,478 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces ** All parking spaces to be located within 50 ft. of tree. *** 30% of the required parking lot trees can be small trees.	80 parking spaces	8 trees, 3" cal.	9 trees, 3" cal. 1 existing tree
PARKING AREA SCREENING			
STANDARD	Landscape berm or screening shrubs	PROVIDED	
All head parking to be screened from street view	3' ht. Screen	Screening shrubs (3' ht.)	
COMPATABILITY BUFFER LANDSCAPING			
STANDARD	Square Footage	REQUIRED	PROVIDED
Compatibility Buffer Along North Res. Adj. One Shade Tree per 400 s.f. of Comp. Buffer	6,481 s.f.	25 ft. 16 trees, 3" cal.	25 ft. 13 trees, 3" cal. 3 existing trees
Min. 6' Masonry Wall Understory Screening Plants		6 ft. masonry wall 6' Screening Shrubs	6' masonry wall 6' Screening Shrubs

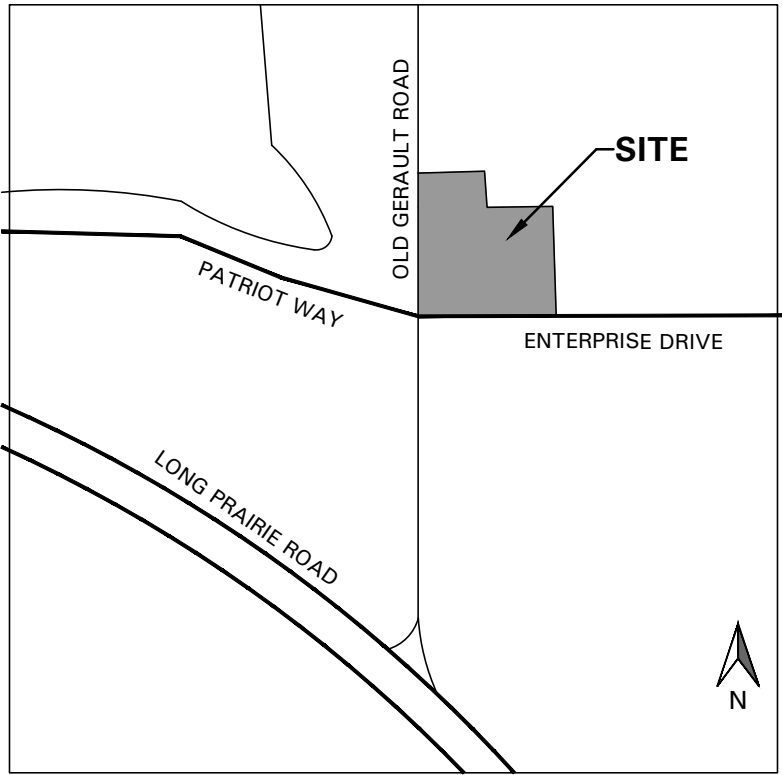
LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

VICINITY MAP
NOT TO SCALE



GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
AP	<i>Pinus nigra</i>	Austrian Pine	7	6' ht.	B&B or container grown, full to base, 3' spread
BC	<i>Taxodium distichum</i>	Bald Cypress	85	5 gal.	container full, 20" spread, 36" o.c.
BO	<i>Quercus macrocarpa</i>	Bur Oak	4	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
CE	<i>Ulmus crassifolia</i>	Cedar Elm	7	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
ERC	<i>Juniperus virginiana</i>	Eastern Redcedar	7	6' ht.	container grown, full to base, 3' spread
LE	<i>Ulmus parvifolia</i> 'Sempervirens'	Lacebark Elm	10	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis</i> 'Oklahoma'	Oklahoma Redbud	23	6' ht.	container grown, 4' spread min.
TYH	<i>Ilex vomitoria</i>	Tree Yaupon Holly	22	6' ht.	container grown, tree form, 3-5 trunk, 3' clear trunk, no cross canes, 4' spread, matching
SHRUBS/GROUND COVER					
DBH	<i>Ilex cornuta</i> 'Dwarf Burford'	Dwarf Burford Holly	122	5 gal.	container full, 24" spread, 36" o.c.
IH	<i>Raphiolepis indica</i> 'Jack Evans'	Indian Hawthorne 'Jack Evans'	85	5 gal.	container full, 20" spread, 36" o.c.
LOR	<i>Loropetalum chinensis</i> 'Plum Delight'	Loropetalum 'Plum Delight'	77	5 gal.	container full, 20" spread, 36" o.c.
MIS	<i>Miscanthus sinensis</i> 'Adagio'	Miscanthus 'Adagio'	48	5 gal.	container full, 36" o.c.
NRS	<i>Ilex spp.</i> 'Nellie R. Stevens'	Nellie R. Stevens Holly	8	7 gal.	container full to base, 36" ht., 36" o.c.
NR-6	<i>Ilex spp.</i> 'Nellie R. Stevens'	Nellie R. Stevens Holly	65	15 gal.	container full to base, 36" ht., 48" o.c.
SG	<i>Salvia greggii</i> 'Red'	Salvia Greggii	115	5 gal.	container full, 20" spread 24" o.c.

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.



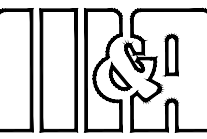
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4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

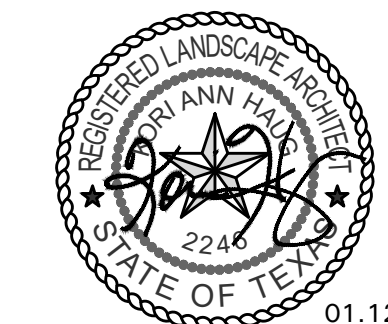


BUILT TO SUIT FOR
NIAGARA CONSERVATION ON OLD GERAULT
TEXAS
FLOWER MOUND,



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.

1440 DALLAS PARKWAY
SUITE 500
DALLAS, TEXAS 75244
(214) 865-0885



01.12.21

DATE: 01.12.2021

JOB # 20-204
LANDSCAPE PLAN

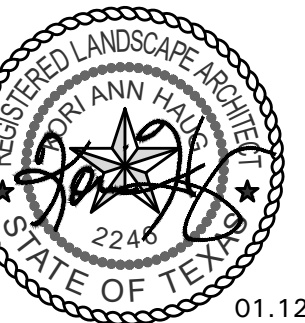
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L2.01

NIAGARA CONSERVATION ON OLD GERAULT
 FLOWER MOUND, TEXAS

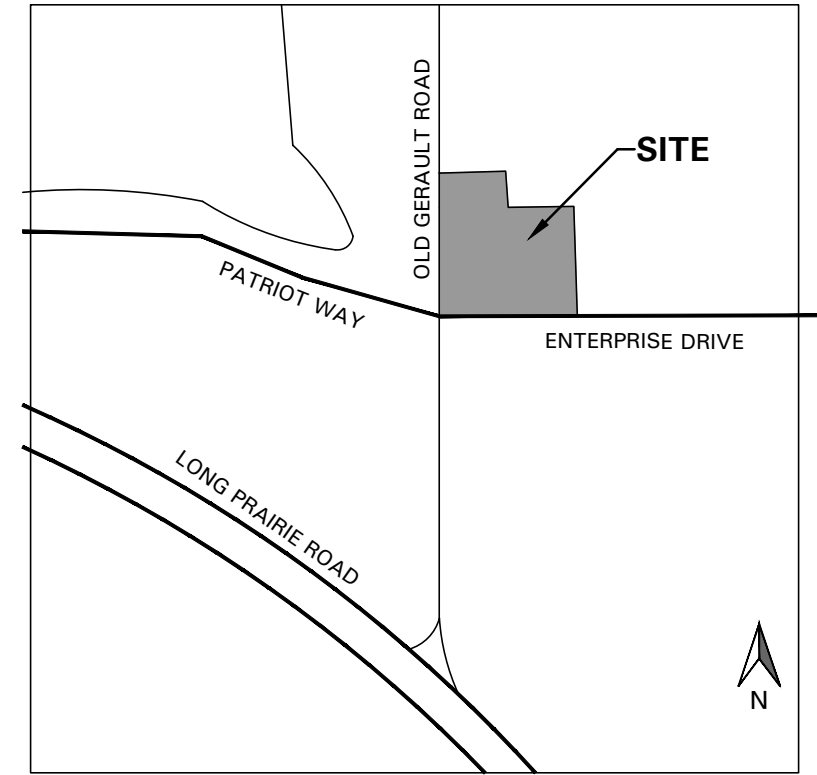


HNHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C



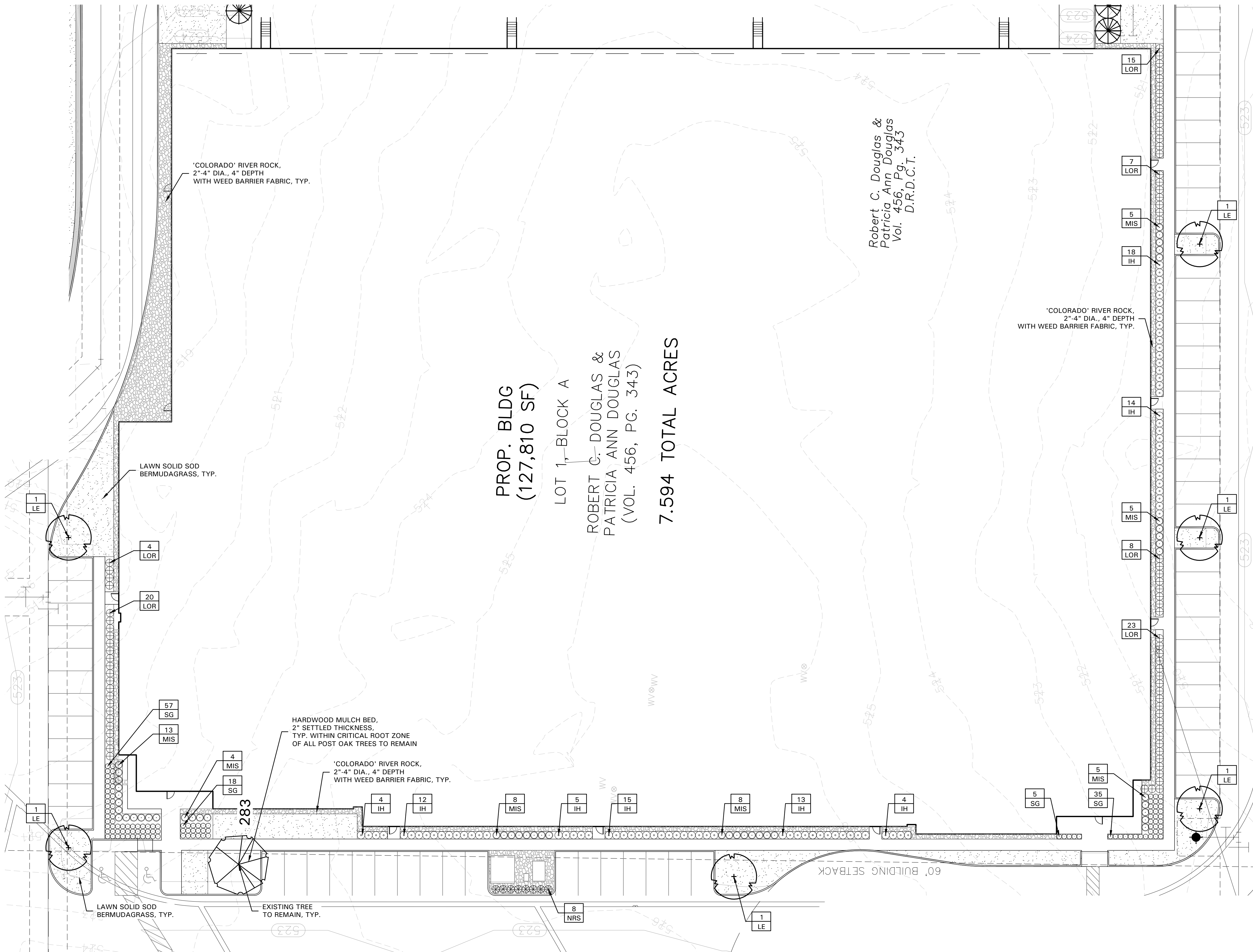
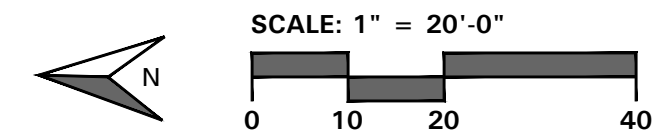
3 # 20-204
LANDSCAPE
ENLARGEMENT PLAN
SHEET:

2.02



REFER TO L2.01 FOR PLANT LIST

- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office



SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs and grasses)
- Bed preparation and fertilization
- Notification of sources
- Water and maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition; by American National Standards Institute, Inc. (Z60.1) – plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
- The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:

- Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

- a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

- b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

- c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

- C. Selection of Plant Material:
- Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.

- Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

- Landscape Architect will provide a key identifying each tree located on site. Written verification will be required to document material selection, source and delivery schedules to site.

- Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

do not measure from branch or root tip-to-tip.

- Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

- Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

- Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

- Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

- Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

- Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

- Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

- Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

- Protect plants during delivery to prevent damage to root balls or decimation of leaves. Keep plants moist at all times. Cover all materials during transport.

- Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

- Remove rejected plant material immediately from job site.

- To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

- B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as

specified at no additional cost to the Owner.

- Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, and measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

- Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

- Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.

- Physical properties as follows:
 - Clay – between 7-27 percent
 - Silt – between 15-25 percent
 - Sand – less than 52 percent

- Organic matter shall be 3%-10% of total dry weight.

- If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

- D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

- E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

- F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

- G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

- H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDGE Heavy Duty Steel.

- B. Staking Material for Shade Trees: refer to details.

- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

- D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

- E. River Rock: "Colorado" or native river rock, 2" - 4" dia.

- F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.

- B. All planting areas shall be conditioned as follows:

- Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.

- All planting areas shall receive a two (2") inch layer of specified mulch.

- Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

C. Grass Areas:

- Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

- B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

- C. Position the trees and shrubs in their intended location as per plan.

- D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.

- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

- F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over three-quarter (¾") inch in diameter. Plants should be thoroughly moist before removing containers.

- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.

- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per

tree planting detail as approved by the Landscape Architect if the percolation test fails.

- Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top ½ of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of "root scoring".

- Do not wrap trees.

- Do not over prune.

- Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.

- All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.

- Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3") feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.

- Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.

- Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

- Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.

- Pruning shall be done with clean, sharp tools.

- Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.

- Steel Curbing Installation:

- Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.

- All steel curbing shall be free of kinks and abrupt bends.

- Top of curbing shall be ½" maximum height above final finished grade.

- Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.

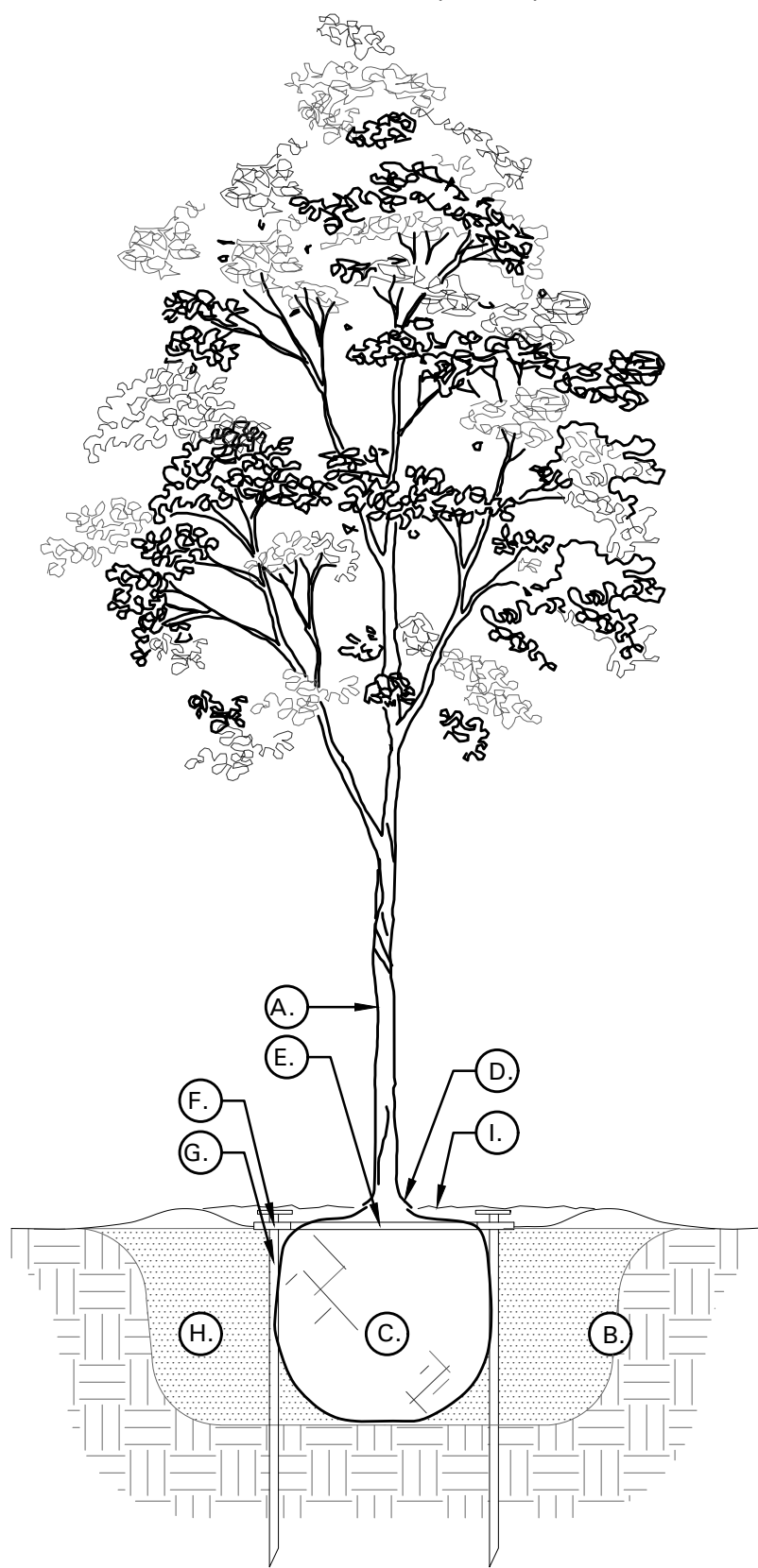
- Do not install steel edging along sidewalks or curbs.

- Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org

- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.

- C. ROOT BALL: REMOVE TOP ½ BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.

- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.

- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL. TRUNK SHOULD BE IN THE CENTER OF THE RING.

- F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.

- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

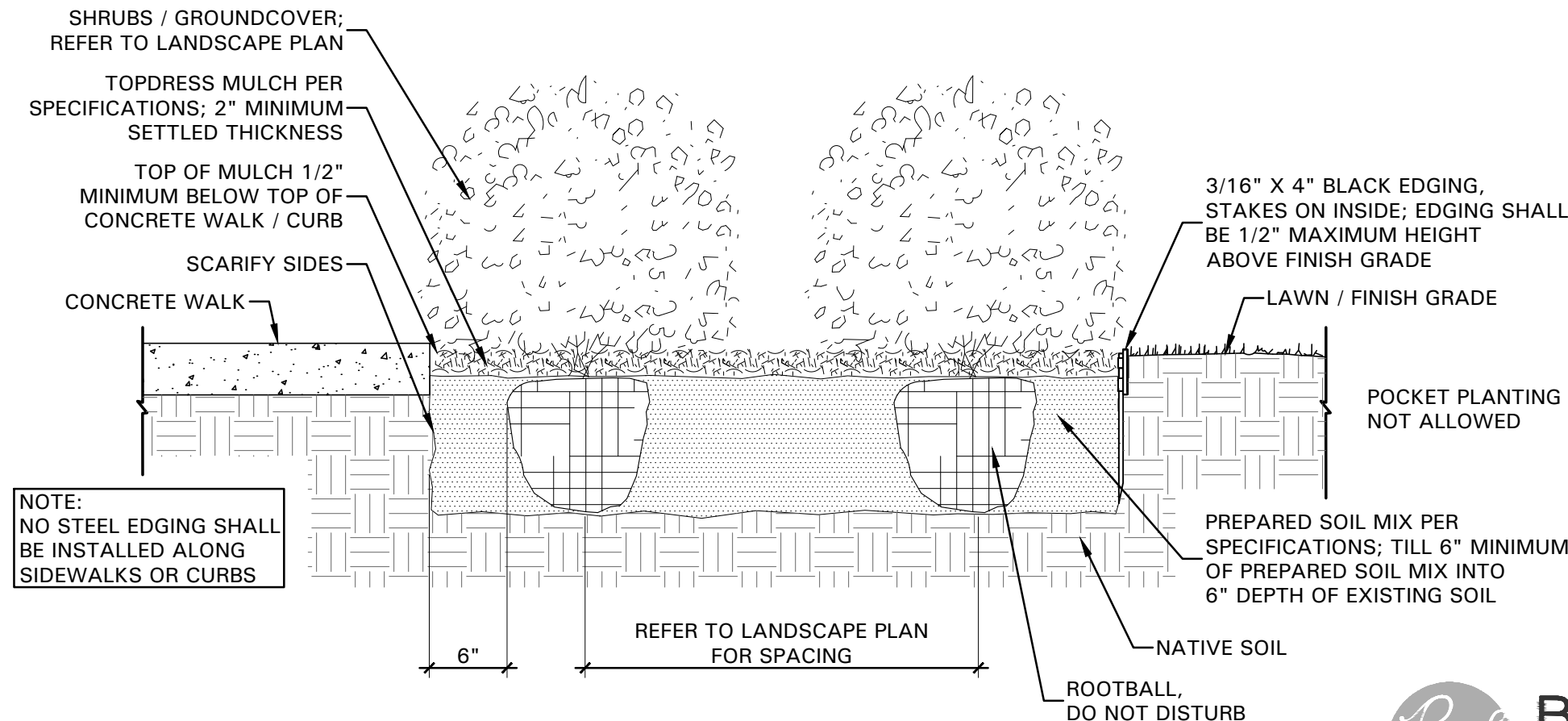
- H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.

- I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE SHOULD NOT BE VISIBLE.

- J. TREE STAKES: TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM: Tree Stake Solutions ATTN: Jeff Tuley (903) 678-6143 jeff@treestakesolutions.com www.treestakesolutions.com

OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.

- K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



NOTE: NO STEEL EDGING SHALL BE INSTALLED ALONG SIDEWALKS OR CURBS

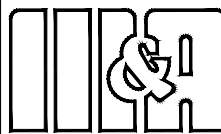
02 SHRUB / GROUNDCOVER DETAIL NOT TO SCALE

01 TREE PLANTING DETAIL NOT TO SCALE



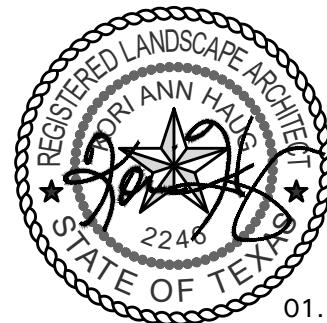
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND, TEXAS

BUILD TO SUIT FOR



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.

1440 DALLAS PARKWAY
SUITE 500
DALLAS TEXAS 75244
972.960.0880



01.12.21

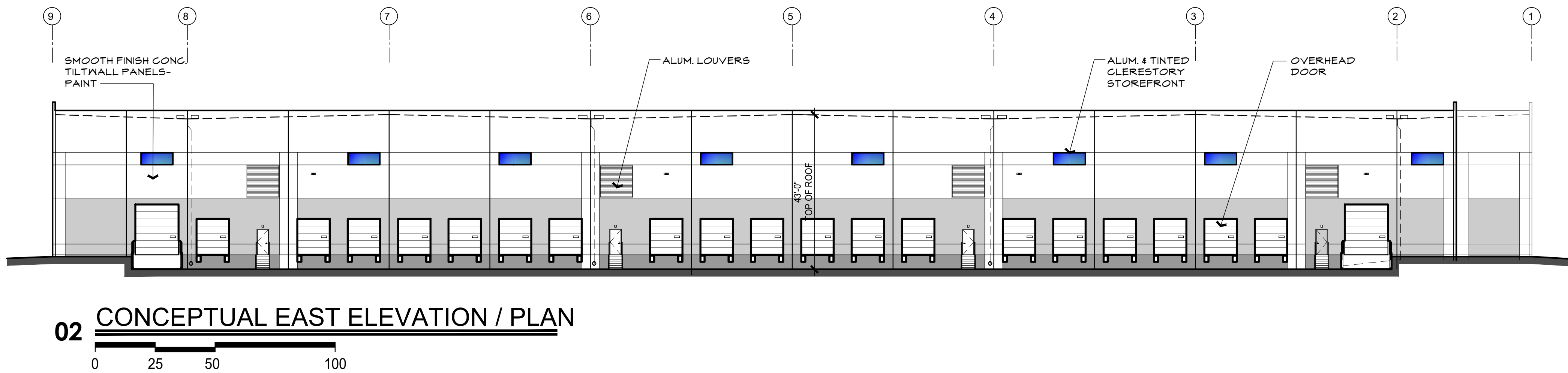
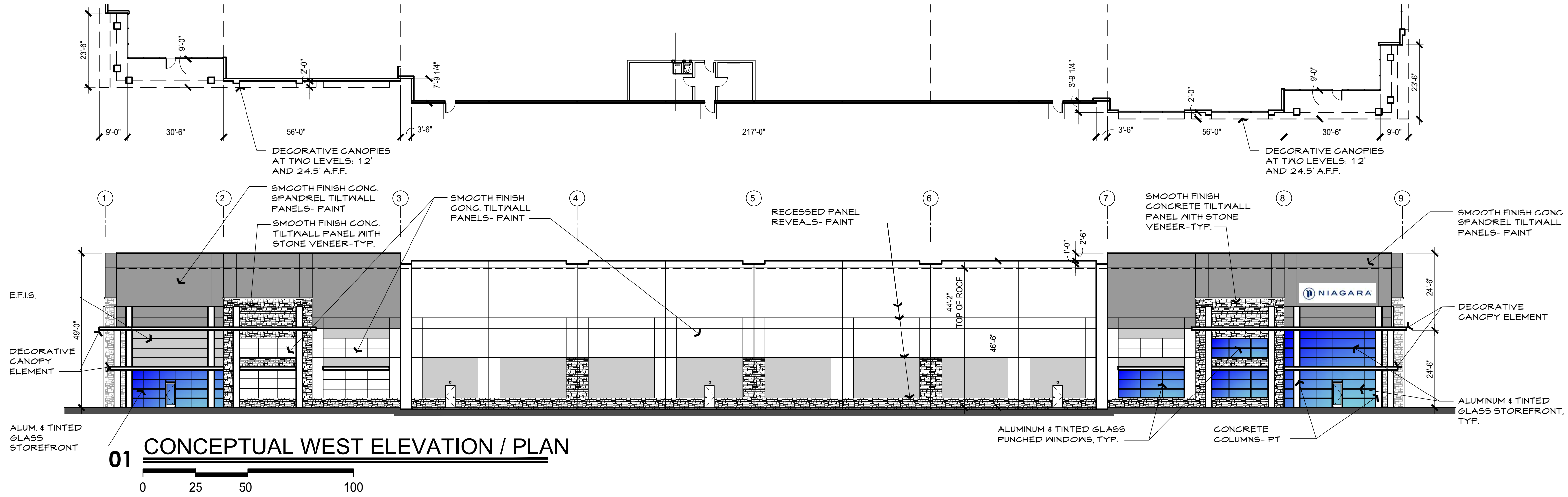
DATE: 01.12.2021

JOB # 20-204
LANDSCAPE SPECIFICATIONS
AND DETAILS
SHEET:

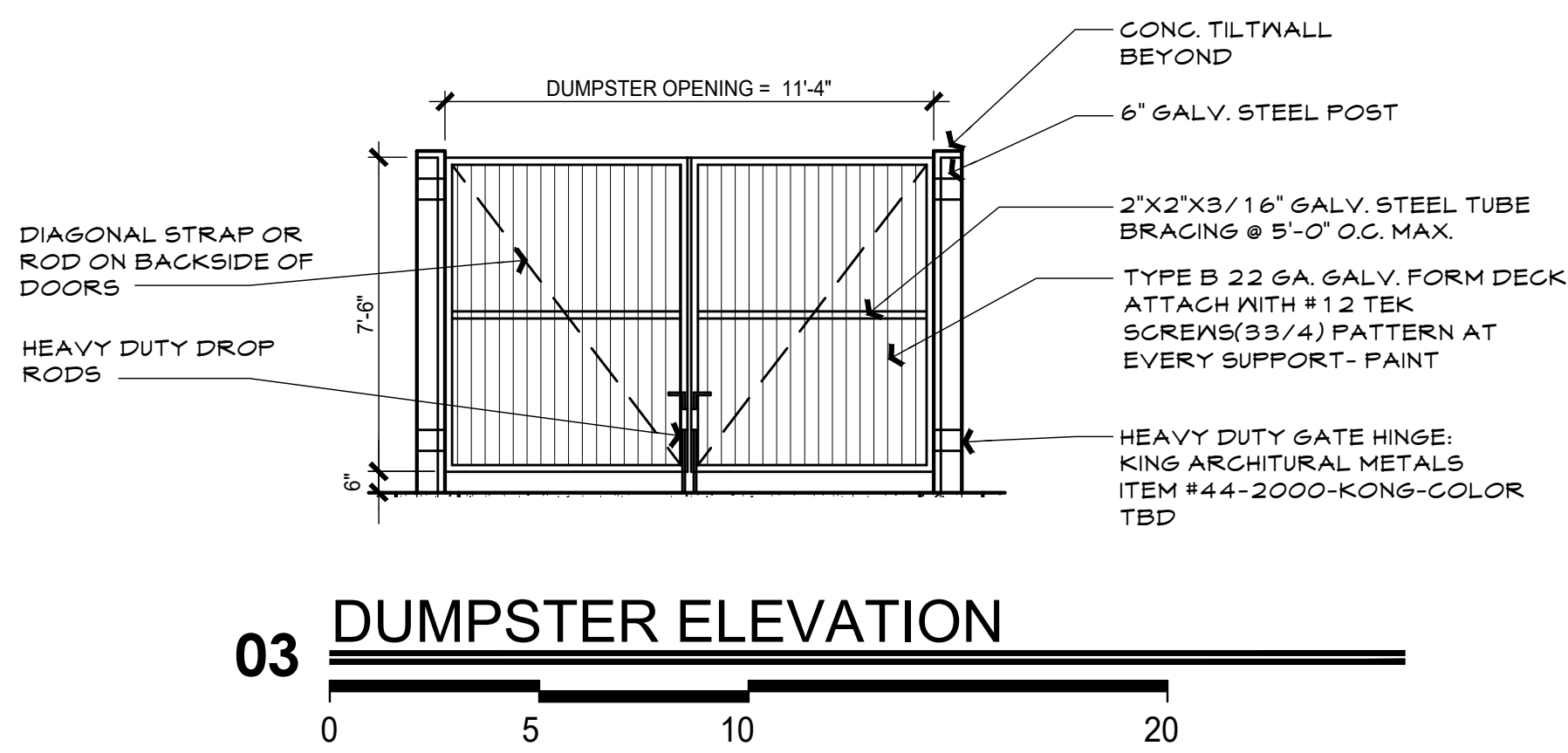
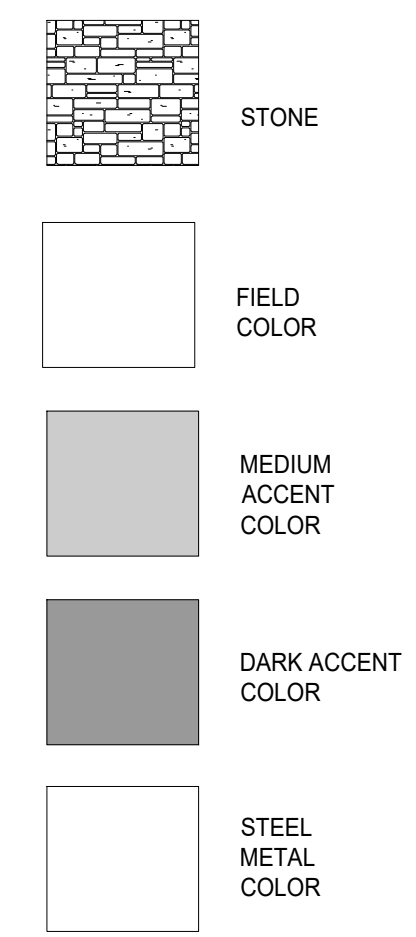
L2.03



• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office



COLOR SELECTION KEY



MATERIAL USE TABLE

MATERIAL	NORTH ELEV.	SOUTH ELEV.	EAST ELEV.	WEST ELEV.
1. TOTAL FACADE S.F.	14,209 S.F.	14,209 S.F.	16,523 S.F.	19,756 S.F.
2. FACADE (EXCLUSIVE OF DOOR AND WINDOWS)	13,875 S.F.	13,457 S.F.	13,137 S.F.	18,161 S.F.
3. DOORS AND WINDOWS S.F.	334 S.F.	752 S.F.	2,386 S.F.	1,595 S.F.
4. PRIMARY MASONRY TOTALS- (MIN. 80%)	13,614 S.F. and 98%	13,379 S.F. and 99.5%	13,137 S.F. and 100%	17,566 S.F. and 96.7%
*TILT WALL S.F.	13,094 S.F. and 94%	11,828 S.F. and 88%	13,137 S.F. and 100%	15,687 S.F. and 86.4%
*TEXTURED STONE S.F.	520 S.F. and 4%	1,551 S.F. and 11.5%		1,879 S.F. and 10.3%
5. SECONDARY TOTALS - (MAX. 20%)	261 S.F. and 2%	78 S.F. AND .5%		595 S.F. and 3.3%
*METAL ACCENT S.F.	94 S.F. and 1%	78 S.F. and .5%		250 S.F. and 1.4%
*EIFS (STUCCO)	167 S.F. and 1%			345 S.F. and 1.9%

NOTE:
ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.



NIAGARA CONSERVATION ON OLD GERAULT

TEXAS
FLOWER MOUND,

BUILT TO SUIT FOR



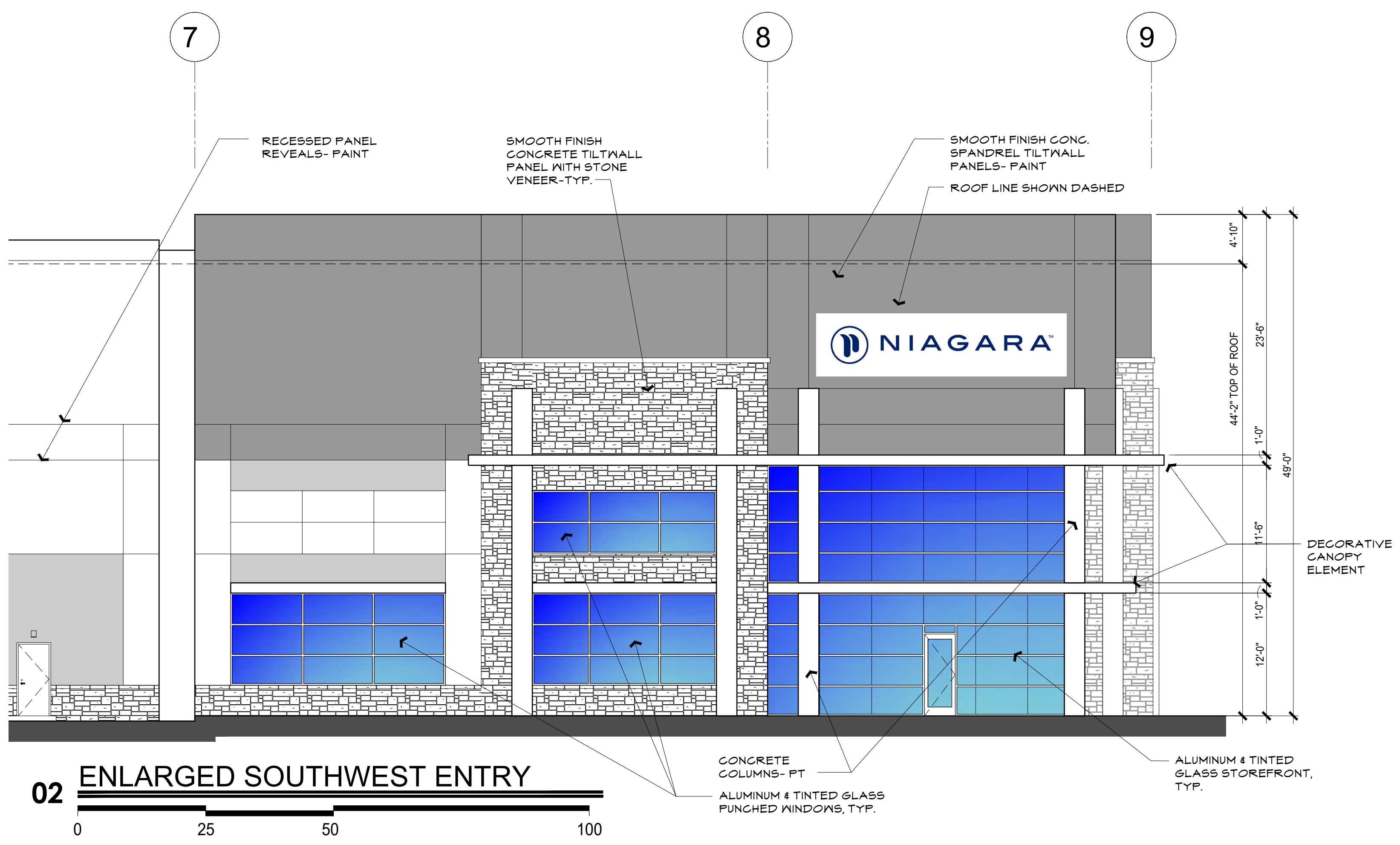
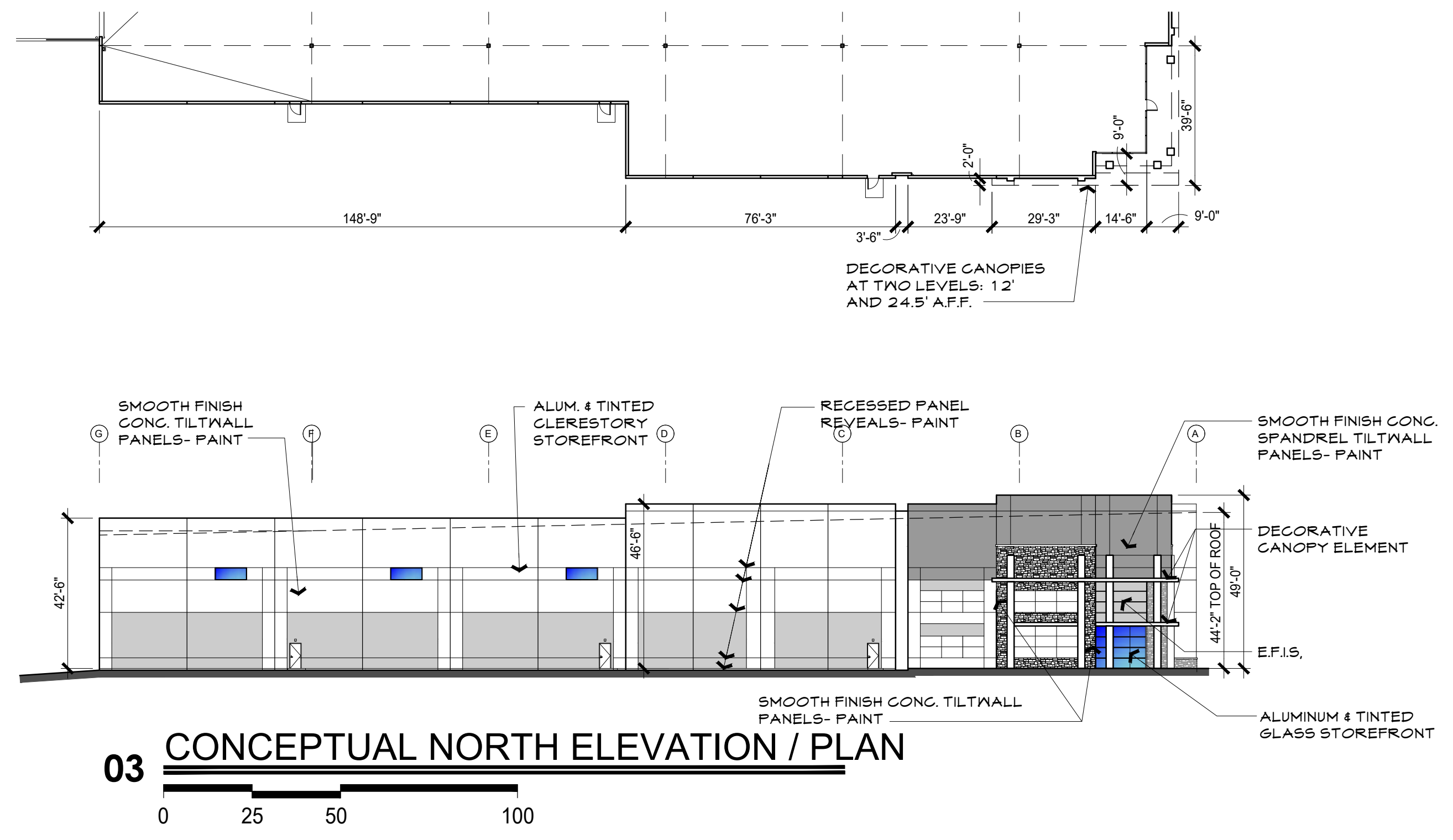
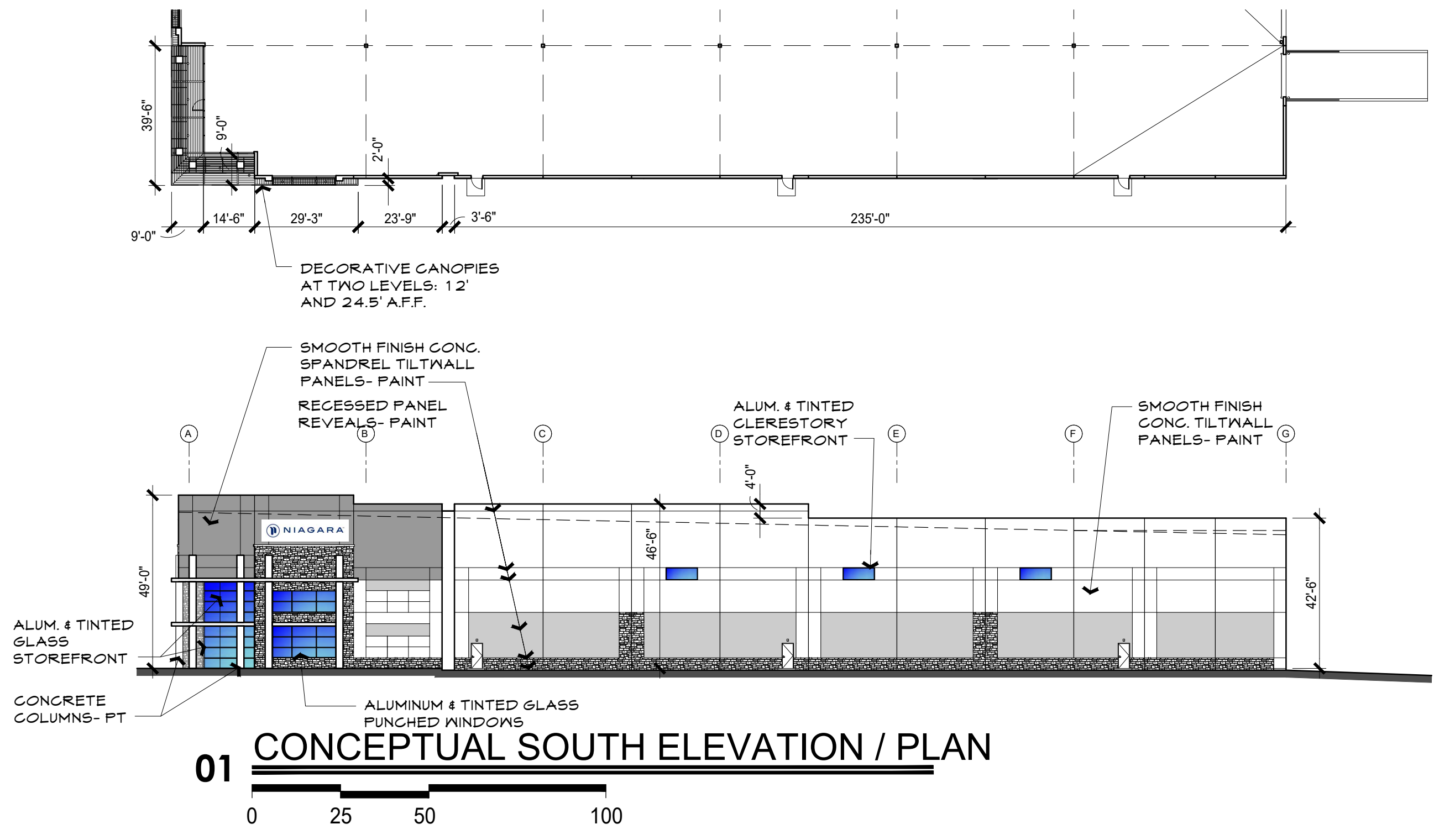
MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
1400 DALLAS PARKWAY
SUITE 400
DALLAS TEXAS 75244
(214) 960-0000

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

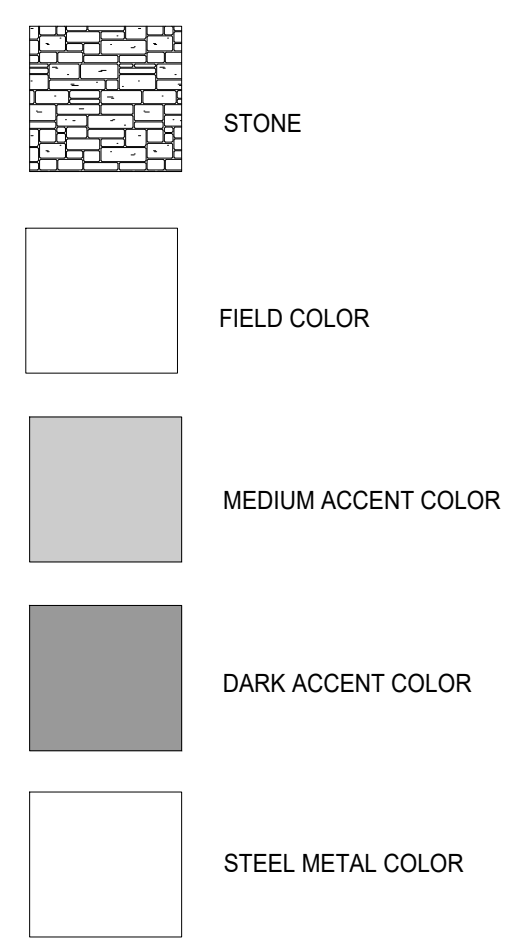
DATE: 01.08.2021
JOB # 20-204

SHEET:

A6.00



COLOR SELECTION KEY



MATERIAL USE TABLE

MATERIAL	NORTH ELEV.	SOUTH ELEV.	EAST ELEV.	WEST ELEV.
1. TOTAL FACADE S.F.	14,209 S.F.	14,209 S.F.	16,523 S.F.	19,756 S.F.
2. FACADE (EXCLUSIVE OF DOOR AND WINDOWS)	13,875 S.F.	13,457 S.F.	13,137 S.F.	18,161 S.F.
3. DOORS AND WINDOWS S.F.	334 S.F.	752 S.F.	2,386 S.F.	1,595 S.F.
4. PRIMARY MASONRY TOTALS - (MIN. 80%)	13,614 S.F. and 98%	13,379 S.F. and 99.5%	13,137 S.F. and 100%	17,566 S.F. and 96.7%
*TILT WALL S.F.	13,094 S.F. and 94%	11,828 S.F. and 88%	13,137 S.F. and 100%	15,687 S.F. and 86.4%
*TEXTURED STONE S.F.	520 S.F. and 4%	1,551 S.F. and 11.5%		1,879 S.F. and 10.3%
5. SECONDARY TOTALS - (MAX. 20%)	261 S.F. and 2%	78 S.F. AND .5%		595 S.F. and 3.3%
*METAL ACCENT S.F.	94 S.F. and 1%	78 S.F. and .5%		250 S.F. and 1.4%
*EIFS (STUCCO)	167 S.F. and 1%			345 S.F. and 1.9%

NOTE:
ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.



BUILT TO SUIT For
NIAGARA CONSERVATION ON OLD GERAULT
TEXAS
FLOWER MOUND,

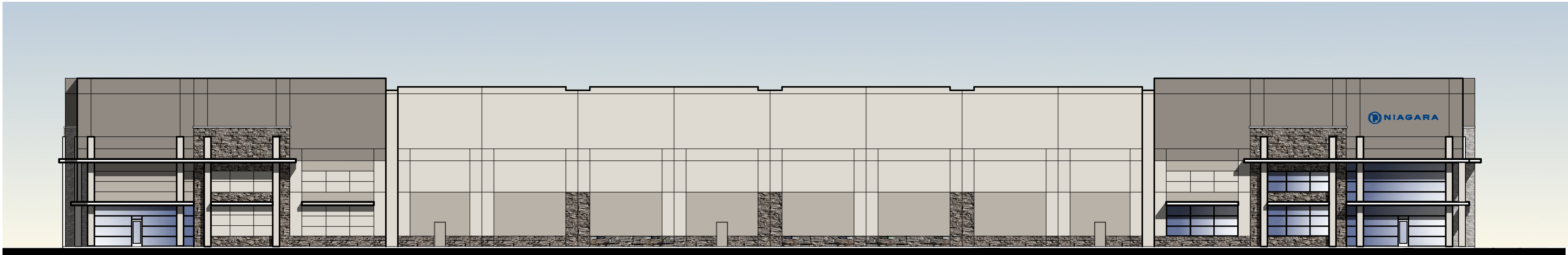


NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

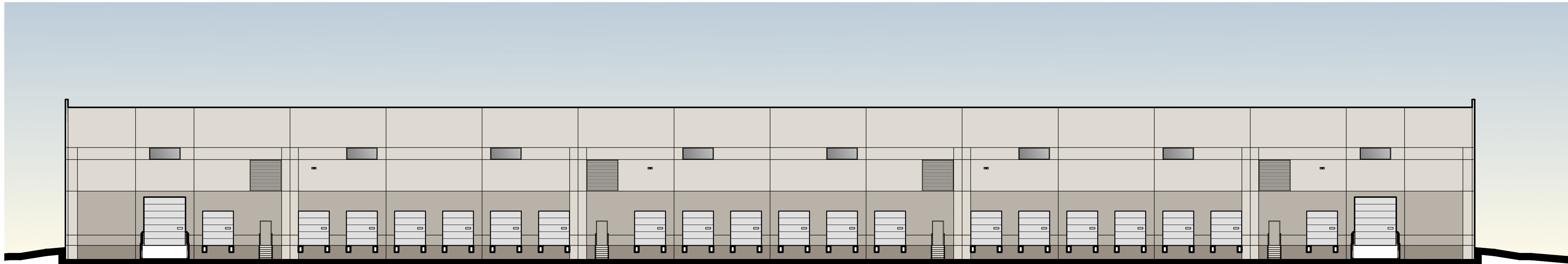
DATE: 01.08.2021
JOB # 20-204

SHEET:

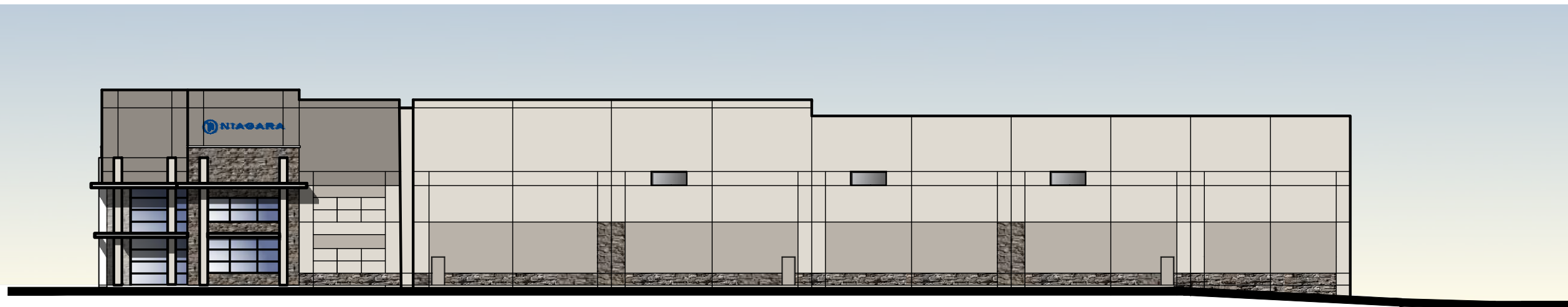
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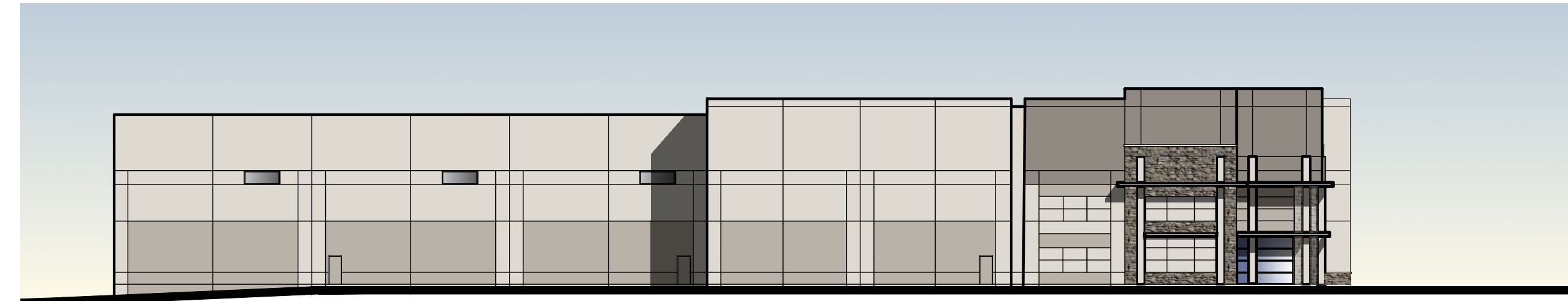
01 WEST ELEVATION



02 EAST ELEVATION



03 SOUTH ELEVATION

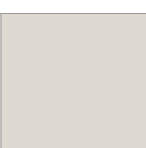


04 NORTH ELEVATION

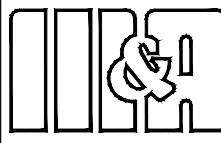


05 ENLARGED SOUTHWEST ENTRY

COLOR SELECTION KEY

	CORONADO STONE ARTISAN LEDGE - FALMOUTH
	SHERWIN WILLIAMS 7631 CITY LOFT
	SHERWIN WILLIAMS 7023 REQUISITE GRAY
	SHERWIN WILLIAMS 7018 DOVETAIL

BUILT TO SUIT FOR
NIAGARA CONSERVATION ON OLD GERAULT
FLOWER MOUND, TEXAS



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
1405 DALLAS PARKWAY
SUITE 400
DALLAS TEXAS 75244
(214) 460-4000

DATE: 01.08.2021
JOB # 20-204
P.O.D. ELEVATIONS
SHEET:

From: [John Walsh](#)
To: [Lexin Murphy](#)
Cc: [JP Walton](#); [Tom Smolik](#); [Alex Flores](#); ["Keith E. Marlowe"](#); ["Kyle Cutler"](#)
Subject: Request to table item ZPD ZPD20-0005 and all associated items until February 1, 2021
Date: Tuesday, December 29, 2020 3:27:25 PM
Attachments: [image002.jpg](#)

Lexin,

Per our conversation earlier today, please accept this request by TIG Real Estate Services, Inc., on behalf of Niagara Conservation to table the matters related to ZPD 20-0005 and to be considered at the next scheduled Town Council meeting of February 1, 2021. As we discussed, the entire Niagara team is working diligently to address the matters raised at the December Town Council meeting in which this item was before it. We are working on several modifications to the design and layout of the proposed site to appropriately address concerns expressed by some council members and to attempt to preserve additional legacy trees. This effort requires extensive work by our A & E team that cannot be completed quickly enough for your staff to have an adequate time to review and comment on these modifications prior to the Town Council meeting scheduled for January 4, 2021.

In addition, we are requesting that the item related to an exception for leaving the existing overhead lines in place in lieu of providing an underground electrical system be withdrawn. It is our intent to comply with the ordinance in relation to that item.

Thank you for your input and consideration of this request.

John Walsh

John M. Walsh III , CRE

President and CEO

TIG Real Estate Services, Inc.

4350 Beltway Dr, Addison, TX 75001

214 546 5328 (C) | 214 546 5328 (D) ljwalsh@tigusa.com | www.tigusa.com

Trusted Partner in Commercial Real Estate for 25 Years



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From: John Walsh
Sent: Tuesday, January 26, 2021 4:39 PM
To: Lexin Murphy
Cc: JP Walton; Tom Smolik; Alex Flores; 'Keith E. Marlowe'; 'Kyle Cutler'
Subject: Request to table item ZPD ZPD20-0005 and all associated items until February 15, 2021

Lexin,

Following our Zoom meeting with the homeowners in the Southgate neighborhood last night it is clear that in order to fully respond to the ideas that were shared in the meeting that the Owner's team will not be able to be fully prepared by deadline for submittals for the February 1, 2021 council meeting. Please accept this request by TIG Real Estate Services, Inc., on behalf of Niagara Conservation, to table the matters related to ZPD 20-0005 until the February 15, 2021 meeting of the council. The entire Niagara team continues to work diligently to address the matters raised at the December Town Council meeting, and last night's neighborhood event. In order to provide a cohesive plan that incorporates elements related to the park that is controlled by the homeowner's association, our team will need additional time to address the scope and manner of work that is being proposed in the park buffer property to provide both a safer playground and a visual screen for automobile lights. We confirm that our previous request that the item related to an exception for leaving the existing overhead lines in place in lieu of providing an underground electrical system be withdrawn.

John Walsh

John M. Walsh III , CRE
President and CEO

TIG Real Estate Services, Inc.
4350 Beltway Dr, Addison, TX 75001
www.tigusa.com

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TOWN COUNCIL AGENDA ITEM NO. 23

REGULAR ITEM

DATE: March 1, 2021

FROM: James Hoefert, Environmental Review Analyst

ITEM: Public Hearing to consider an application for a tree removal permit (TRP20-0021) for twenty-two (22) specimen trees on property proposed for development as Niagara Conservation. The property is generally located north of Enterprise Road and east of Old Gerault Road. (The Environmental Conservation Commission recommended approval by a vote of 4 to 3 at its November 4, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, meeting.)

BACKGROUND INFORMATION: The Niagara Conservation development is generally located north of Enterprise Road and east of Old Gerault Road. The site is approximately 7.594 acres in size. The site is currently zoned for Agricultural (A) uses and master planned for Campus Industrial within the Lakeside Business District. The applicant is requesting to rezone the site to Planned Development District No. 179 (PD-179) with Campus Industrial uses. According to the tree survey for the project, the site contains thirty-two (32) specimen trees. The applicant's initial request was to remove twenty-five (25) specimen trees and the Environmental Conservation Commission (ECC) recommended approval of that request. After the December 7, 2020, Town Council meeting, the applicant amended their concept plans by adjusting the fire lane along on the north side of the property, adjusting the grade to the east of the retention pond, and re-routing a storm water line, to preserve three (3) of the specimen trees previously requested for removal. The specimen trees proposed for removal are all in good to poor condition and are located within the proposed buildable area.

The following is a list of the twenty-two (22) specimen trees being requested for removal:

Tree #36 – 19" cedar elm;	Tree #327 – 24" post oak;
Tree #133 – 25" cedar elm;	Tree #328 – 22" post oak;
Tree #147 – 20" cedar elm;	Tree #329 – 25" post oak;
Tree #153 – 19" cedar elm;	Tree #330 – 33" post oak;
Tree #155 – 19" cedar elm;	Tree #337 – 26" post oak;
Tree #165 – 24" cedar elm;	Tree #393 – 33" post oak (fair condition);
Tree #234 – 30" post oak;	Tree #398 – 27" post oak;
Tree #250 – 28" post oak (poor condition);	Tree #407 – 31" post oak;
Tree #274 – 19" cedar elm (fair condition);	Tree #408 – 30" post oak;
Tree #285 – 31" post oak;	Tree #409 – 23" post oak; and
Tree #313 – 32" post oak;	Tree #417 – 22" cedar elm (poor condition)

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their sizes, 1,124" of replacement trees, equaling 375 three-inch caliper trees, will be required for the twenty-two (22) specimen trees being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. The caliper-inch cash value fee for the removed trees may be paid instead of planting mitigation trees. The developer is proposing to preserve existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its November 4, 2020, meeting. The ECC recommended approval of the requested permit to remove the twenty-two (22) specimen trees, along with three (3) additional specimen trees (Tree #'s 129, 134 and 189). A link to the ECC meetings can be found at:

<https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of February 1, 2021, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Revised Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Revised Tree Survey.

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



January 15, 2021

Mr. James Hoefert

Environmental Review Analyst
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: **Letter of Intent – Specimen Tree Removal for Niagra**
300 Old Gerault Road, Flower Mound, Texas

Dear Mr. Hoefert:

Niagra has proposed development for a 127,810 square foot building on 7.53 acres along Gerault Road. This is a challenging site to develop, as we are requesting to remove several specimen and protected trees. We have worked closely with the civil engineer, architect, and developer to save as many trees on site as possible.

The intent of this letter is to summarize the total amount of Specimen Trees located at 300 Old Gerault Road and to individually identify those trees being proposed for removal along with an explanation why removal is necessary and comments on tree health if applicable. All tree information listed below references the Tree Survey Field Data, tree locations, and proposed site development as reflected on sheet L1.00, "Specimen Tree Plan" dated September 30, 2020. Also attached to this letter are labeled photos of the existing specimen trees listed below.

The site contains a total of thirty-two (32) Specimen Trees. Twenty-two (22) of these trees are being proposed for removal, individually identified with reason for removal as follows:

# 36	19"	Cedar Elm to be removed for site grading.
# 133	25.5"	Cedar Elm to be removed for drive aisle.
# 147	20"	Cedar Elm within building footprint.
# 153	19"	Cedar Elm to be removed for drive aisle.
# 155	19.5"	Cedar Elm to be removed for drive aisle.
# 165	24"	Cedar Elm to be removed for drive aisle.
# 234	30"	Post Oak to be removed for Old Gerault Road curb.
# 250	28"	Post Oak in poor condition to be removed for Old Gerault Road curb.
# 274	19.5"	Cedar Elm to be removed for drive aisle.
# 285	31"	Post Oak to be removed for drive aisle.
# 313	32.2"	Post Oak to be removed for drive aisle.
# 327	24.5"	Post Oak within building footprint.
# 328	22.5"	Post Oak within building footprint.
# 329	25.5"	Post Oak within building footprint.
# 330	33.5"	Post Oak within building footprint.
# 337	26"	Post Oak within building footprint.
# 393	33"	Post Oak within building footprint.

# 398	27"	Post Oak within building footprint.
# 407	31"	Post Oak within building footprint.
# 408	30.5	Post Oak within building footprint.
# 409	23"	Post Oak within building footprint.
# 417	22"	Cedar Elm in poor condition within building footprint.

In addition to the Specimen Trees referenced above, there are one hundred and sixty-four (164) Protected Trees, with one hundred and fifty-four (154) Protected Trees proposed for removal. All of these trees, with the exception of two (2), are located within "Buildable Area" or "Dedicated R.O.W. Buildable Area" and all of the Protected Trees are indicated to be in good health.

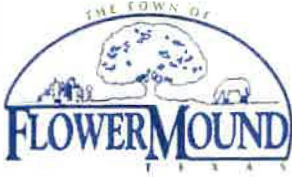
Thank you for your time and consideration with this matter and please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kori Haug', with a stylized flourish at the end.

Kori Haug, ASLA, CLARB
President
Belle Firma, Inc.

DocuSign Envelope ID: D149CD34-60D7-4983-A7AB-4715A2E84B2D



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Kori Haug, ASLA, CLARB

Address:

4245 N. Central Expressway, Suite 501
Dallas, Texas 75205

Phone:

(214) 865-7192

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s): Kyle Cutler

Address: 1200 Lakeside Pkwy #450 Flower Mound, Texas 75028

3. Location and Legal Description of Property:

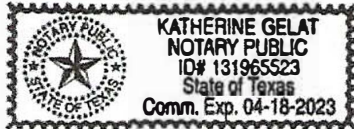
300 Old Gerault Road Flower Mound, Texas 75028

See attached for Legal Description

Page 2 of 3.

4. Owner's Authorization of Representation

I, Kyle Cuthers, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



[Signature]
Signature of Owner

Given Under My Hand and Seal of Office
This the 9 Day of October, 2020

Katherine R Gelat
Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I

Kori Haug, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Kori Haug
Signature of Applicant

Landscape Architect License No. 2246
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 9 Day of October, 2020

M. L. Eakin
Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 10/09/2020 by
(initials) JRH

Niagara Conservation - Specimen trees proposed for removal

Tree #36 – 19" cedar elm



Tree #133 – 25" cedar elm



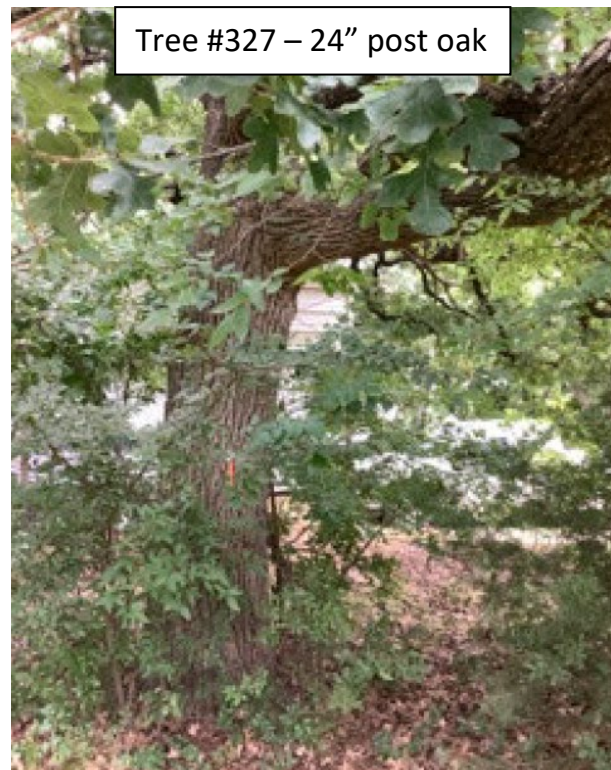
Tree #147 – 20" cedar elm



Tree #153 – 19" cedar elm









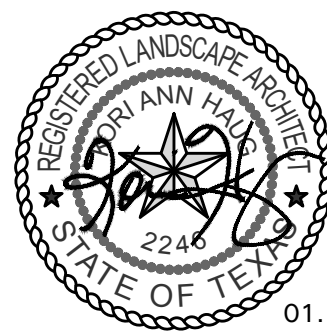






BUILT TO SUIT FOR
NIAGARA CONSERVATION ON OLD GERAULT
TEXAS
FLOWER MOUND,

MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
1440 DALLAS PARKWAY
SUITE 501
DALLAS, TEXAS 75244
(972) 980-0880



DATE: 01.15.2021
JOB # 20-204
SPECIMEN TREE PLAN
SHEET:

L1.00

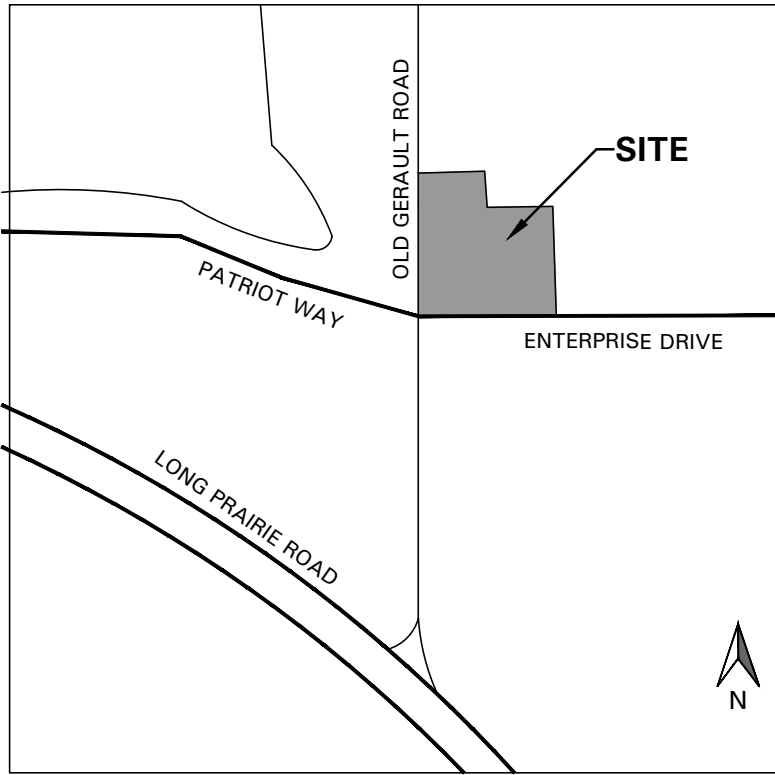
• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office



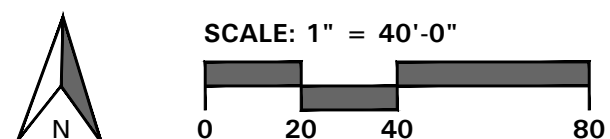
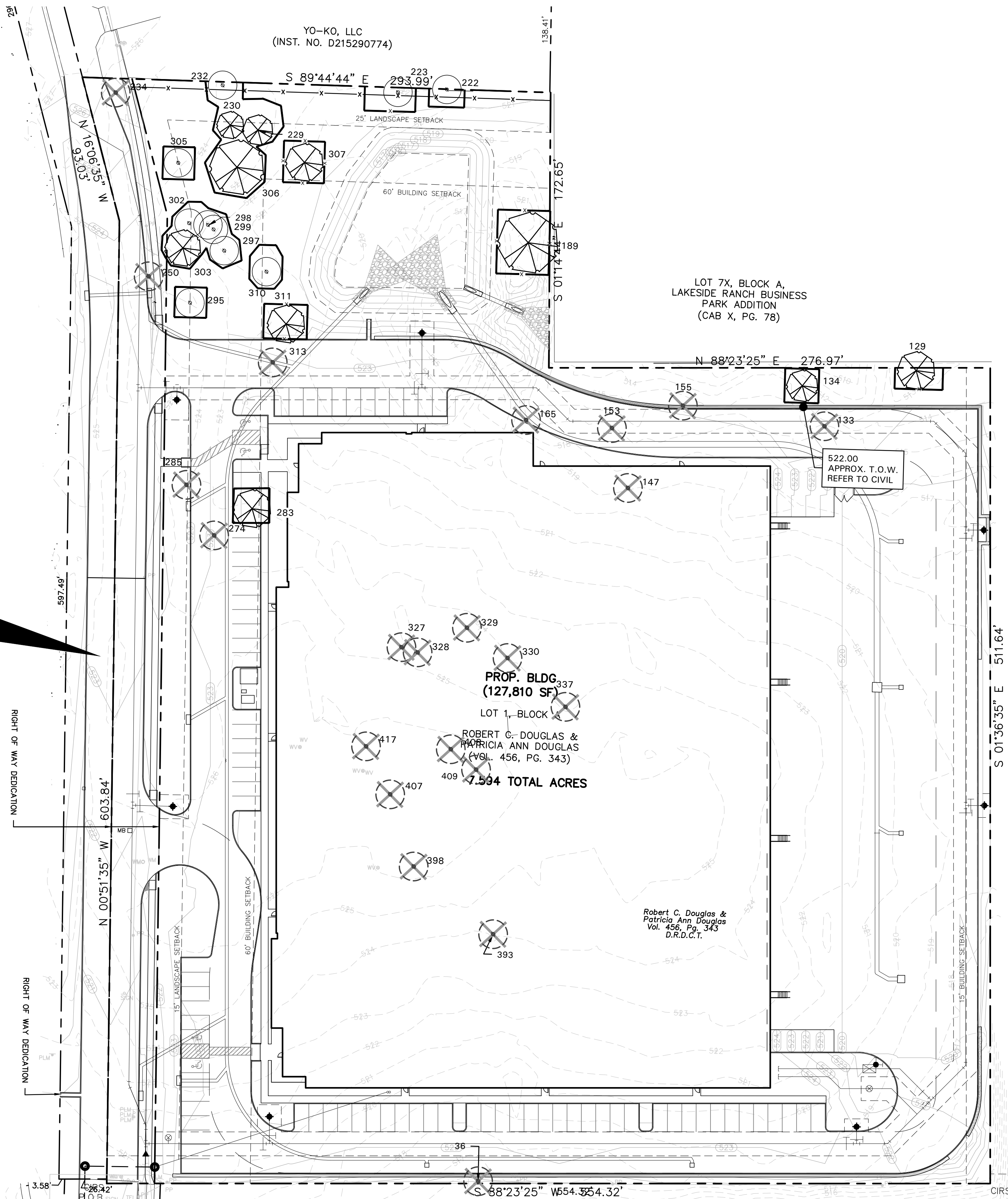
EXISTING TREE LEGEND

- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- TREE PROTECTION FENCING TO REMAIN

VICINITY MAP
NOT TO SCALE



TREE SURVEY FIELD DATA								
No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks
36	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
129	20	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
133	25	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
134	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
147	20	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
153	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
155	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
165	24	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
189	28	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
229	28	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	5	BUILDABLE AREA
230	23	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
234	30	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
250	28	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	POOR		
274	19	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	FAIR		
283	31	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
285	31	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
303	24	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	FAIR	1	
306	36	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
307	23	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	4	BUILDABLE AREA
311	30	POST OAK	QUERCUS STELLATA	TO REMAIN	PROTECTED-SPECIMEN	GOOD	6	BUILDABLE AREA
313	32	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
327	24	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
328	22	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
329	25	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
330	33	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
337	26	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
393	33	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	FAIR		
398	27	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
407	31	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
408	30	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
409	23	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED-SPECIMEN	GOOD		
417	22	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED-SPECIMEN	POOR		Measurement taken at 1' ht.
Total Caliper Inches of Specimen Trees on Site (Total: 32 Specimen Trees)							822.0	
Total Caliper Inches of Specimen Trees to be Removed							562.0	
Total Mitigation Required for Specimen Trees Removed							1,124.0	
Replacement Trees Required for Specimen Trees to be Removed							375.0	
Total Tree Credits for Specimen Trees to Remain							46.0	
Total Protected Trees on Site							164.0	





TOWN COUNCIL AGENDA ITEM NO. 24

REGULAR ITEM

DATE: March 1, 2021

FROM: JP Walton, Interim Director of Economic Development/Assistant to the Town Manager

ITEM: **Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 300 Old Gerault Road (Niagara Conservation, Inc., aka Deus, LLC). (Niagara Conservation, Inc., aka Deus, LLC). (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, Meeting.)**

BACKGROUND INFORMATION: Establishment of a reinvestment zone on the 7.59 acre property will facilitate a proposed Tax Abatement and Chapter 380 Agreement between the Town and Niagara Conservation, Inc. (aka Deus, LLC), in exchange for the company constructing a 127,810 square foot office, warehouse, and distribution facility on this site. The facility will operate as Niagara's headquarters.

Chapter 312 of the Texas Tax Code requires that municipalities wishing to execute a Tax Abatement Agreement designate a Tax Abatement Reinvestment Zone by ordinance after a public hearing. Notice of the subject public hearing appeared in the Denton Record-Chronicle on Saturday, November 28, 2020. Additionally, all other applicable taxing entities (Tarrant County & Lewisville Independent School District) were notified of the intention to establish the reinvestment zone.

Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting. At the January 4 meeting the applicant requested to be postponed until February 1, 2021, and Town Council moved to postpone the item by a vote of 4 to 1. At the February 1st meeting the applicant requested to be postponed until February 15, 2021, and Town Council moved to postpone the item by a vote of 4 to 1.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

All financial analysis will be provided in conjunction with the Niagara Conservation, Inc. Tax Abatement and Chapter 380 Agreement item.

LEGAL REVIEW: Drew Larkin with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Draft ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL TAX ABATEMENT, WITHIN THE TOWN OF FLOWER MOUND, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas (sometimes hereinafter referred to as the "Town") desires to promote the development or redevelopment of a certain contiguous geographic area within the Town of Flower Mound, Texas, by the creation of a reinvestment zone for commercial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended; and,

WHEREAS, a public hearing before the Town Council of the Town was scheduled and held at 6:00 p.m. on December 7, 2020, such date being at least seven (7) days after the date of publication of the notice of such public hearing, pursuant to Section 312.201(d) of the Texas Tax Code, as amended; and,

WHEREAS, the Town Council held such public hearing after publishing notice of such public hearing, and giving written notice to all taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone; and,

WHEREAS, the Town at such public hearing invited any interested person to appear and speak for or against the creation of the Tax Abatement Reinvestment Zone, the boundaries of the proposed Tax Abatement Reinvestment Zone, whether all or part of the territory should be included in such proposed Tax Abatement Reinvestment Zone, and the concept of tax abatement;

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

The Town, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of the Tax Abatement Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the Town, and mailed to all property taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and

- (b) That the boundaries of the Tax Abatement Reinvestment Zone should be the area as described in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That creation of the Tax Abatement Reinvestment Zone for commercial tax abatement with boundaries as described in Exhibit A will result in benefits to the Town, and to the land included within the Zone, and the improvements sought are feasible and practical; and
- (d) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the Town”; and
- (e) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the Town’s Tax Abatement Guidelines and Criteria; and
- (f) That the Improvements proposed for the Tax Abatement Reinvestment Zone are feasible and practical and would be a benefit to the land and to the Town after the expiration of any tax abatement agreement.

SECTION 3

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the Town of Flower Mound, Texas, hereby creates a Tax Abatement Reinvestment Zone for commercial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone is hereby designated.

SECTION 4

The Tax Abatement Reinvestment Zone shall take effect immediately upon passage of this Ordinance. The Tax Abatement Reinvestment Zone is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation of the Tax Abatement Reinvestment Zone does not affect an existing tax abatement agreement.

SECTION 5

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

SECTION 6

Any provision of any prior ordinance of the Town, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the Town, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 7

This Ordinance shall become effective immediately upon 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 1st DAY OF MARCH, 2021.

APPROVED:

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Exhibit "A"

LEGAL DESCRIPTION

DESCRIPTION, of a 7.594 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas; said tract being all of that certain tract of land described in Warranty Deed to Robert C. Douglas & Patricia Ann Douglas recorded in Volume 456, Page 343 of the Deed Records of Denton County, Texas; said 7.594 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "A.R.S." cap set for corner in Old Gerault Road (a variable width right-of-way);, said point being the northwest corner of said Old Gerault Road as dedicated by plat recorded in Cabinet U, Page 484 of the Plat Records of Denton County, Texas;

THENCE, North 00 degrees, 51 minutes, 35 seconds West, along the approximate centerline of said Old Gerault Road, a distance of 603.83 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner;

THENCE, North 16 degrees, 06 minutes, 35 seconds West, continuing along the said approximate centerline of said Old Gerault Road a distance of 93.03 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being the southwest corner of that certain tract of land described in Warranty Deed to YO-KO LLC recorded in Instrument No. D215290774 of the Official Public Records of Denton County, Texas;

THENCE, South 89 degrees, 44 minutes, 44 seconds East, departing the said centerline of Old Gerault Road and along the south line of said YO-KO LLC tract, a distance of 293.99 feet to a 1/2-inch iron rod found for corner; said point being the southeast corner of said YO-KO LLC tract and being in the west line of Lot 7X, Block A of the lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas recorded in Cabinet X, Page 78 of said Plat Records;

THENCE, South 01 degrees, 14 minutes, 44 seconds East, along the said west line of Lot 7X, a distance of 172.65 feet to a 5/8-inch iron rod found for corner at the southwest corner of said Lot 7X;

THENCE, North 88 degrees, 23 minutes, 25 seconds East, along the south line of said Lot 7X, a distance of 276.97 feet to a 1-inch pipe found for corner at the northernmost northwesterly corner of Lot 1R, Block A of Lakeside Trade Center, an addition to the Town of Flower Mound, Texas recorded in Cabinet V, Page 843 of said Plat Records;

THENCE, South 01 degrees, 36 minutes, 35 seconds East, departing the said south line of Lot 7X and along the west line of said Lot 1R, a distance of 511.64 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being an ell corner of said Lot 1R;

THENCE, South 88 degrees, 23 minutes, 25 seconds West, a north line of said Lot 1R, passing at a distance of 520.67 feet, the westernmost northwest corner of said Lot 1R, continuing for a total distance of 554.32 feet to the POINT OF BEGINNING;

CONTAINING: 330,798 square feet or 7.594 acres of land, more or less.



TOWN COUNCIL AGENDA ITEM NO. 25

REGULAR ITEM

DATE: March 1, 2021

FROM: JP Walton, Interim Director of Economic Development/Assistant to the Town Manager

ITEM: **Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its February 1, 2021, Meeting.)**

BACKGROUND INFORMATION: The subject request relates to the proposed Tax Abatement and Chapter 380 Agreement between the Town and Niagara Conservation, Inc. (aka Deus, LLC). Niagara Conservation proposes to make an approximately \$12+ million capital investment in the land and construction of a 127,810 square foot office, warehouse, and distribution facility, as well as related site improvements on 7.59 acres at 300 Old Gerault Road. The site is generally located at the northeast corner of Old Gerault and Enterprise Roads, on an unimproved portion of Old Gerault Road in the Lakeside Business District. The facility will be owned and occupied by Niagara, serving as the company's corporate headquarters, with staff relocating from Niagara's current leased space in Suite 450 at 1200 Lakeside Parkway and their current offices in New Jersey. Niagara has been a Flower Mound resident since 2014 but has been in existence since 1977. The facility is expected to employ approximately 70+ individuals.

Niagara Conservation is one of the leading manufacturers and wholesalers of water and energy conservation products in the world. The company offers toilet tanks and bowls under the Niagara flapperless brand, providing also showerheads, low-flow aerators, compact fluorescent lamps, water-, energy- and gas-efficient conservation kits and various weatherization products. The company has explored various real estate options in the area, with the desire to remain in Flower Mound, but found limited options. The identification of this site was ideal, as it allows the company to construct a facility according to their specific needs, and is near their current operations, which will aid in employee retention and limit the disruption due to the relocation.

The subject property at 300 Old Gerault Road has attracted several interested parties over the years, including a truck rental facility, construction storage yard, mini-storage, speculative industrial, co-working and daycare, religious institutions, and now Niagara Conservation. On the surface, the site is of interest to many users, but contains significant development obstacles, which has caused most to walk away. The site is an irregular shape, has topography issues, requires construction of a large retaining wall along the rear of the site, possesses uncertainty surrounding the presence and potential burial of the overhead powerlines and poles, contains a number of trees requiring mitigation, requires construction of Old Gerault with its development, includes an existing home to be demolished that possesses asbestos, and the land requires environmental remediation due to oil contamination.

Niagara Conservation has requested incentive assistance in order to offset the extraordinary costs associated with developing the subject site, which are estimated at well over \$750,000.

On August 17, 2020, and September 9, 2020, Town Council met in Closed Session to discuss Niagara's incentive request. Most recently, on November 9, 2020, Planning & Zoning Commission recommended approval of the rezoning of the property from (A) Agricultural Zoning to (PD #179) Planned Development with Campus Industrial uses.

The proposed Tax Abatement and Chapter 380 Agreement provides for an 8-year, 75% real property tax abatement (total estimated savings \$193,249), a grant equal to 75% of impact fees (\$62,250 in savings), and a building permit fee waiver (\$107,348). A 10-year cost-benefit analysis indicates a total cost to the Town of \$362,847, providing a minimum net benefit of \$446,260. The payback period to the Town is approximately 8 years; however, the applicant and staff's estimates related to estimated values are extremely conservative, which will likely result in a reduced payback period. A secondary cost-benefit analysis was also conducted, which considers additional factors, such as anticipated purchases at the site, hotel stays for visitors to the site, spin-off jobs as a result of the additional business activity, additional sales tax generated as a result employee purchases, and the cost of needed government services. When factoring in these additional estimated revenues and expenses for the Town, the secondary cost-benefit analysis indicates a payback period of 6 years, resulting in a 10-year net benefit to the Town of \$462,063.

In accordance with Section 312.207 of the Texas Tax Code, on November 28, 2020, notice of the subject public hearing was posted on the Town's bulletin board and on the Town's website.

Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting. At the January 4 meeting the applicant requested to be postponed until February 1, 2021, and Town Council moved to postpone the item by a vote of 4 to 1. At the February 1st meeting the applicant requested to be postponed until February 15, 2021, and Town Council moved to postpone the item by a vote of 4 to 1.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: One-time grant equal to 75% of assessed impact fees.

Proposed Expenditure/(Revenue):	Account Number:
\$62,250	100-600-57000-5320

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

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Tax Abatement and Chapter 380 Incentive Agreement as to form and legality.

ATTACHMENTS:

1. Tax Abatement & Chapter 380 Agreement
2. Cost-Benefit Analysis and Summary

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

**TAX ABATEMENT AND CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
DEUS, LLC
(NIAGARA CONSERVATION)**

This Tax Abatement and Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”) and Deus, LLC., a Texas limited liability company (“**Owner**”). Town and Owner may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, on or about December 17, 2007, the Town adopted Resolution No. 37-07 electing to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code; and

WHEREAS, the Town also adopted and/or reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the “**Town’s Tax Abatement Guidelines and Criteria**”); and

WHEREAS, the Town’s Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town, as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, on or about March 1, 2021, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. ____ establishing a Tax Abatement Reinvestment Zone (“**Zone**”) in the Town of Flower Mound, Texas, for commercial-office tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner owns the real property located within the Zone and seeks to receive incentives from the Town, including tax abatement; and

WHEREAS, this abatement of real property taxes will maintain and enhance the economic and employment base of the Town, thereby benefiting the Town, in accordance with the Tax Abatement Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, finds that the contemplated use of the real property, and the Improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment within the Zone in the Town of Flower Mound, Texas, in accordance with the purposes for its creation, and are in compliance with the Town’s Tax Abatement Guidelines and Criteria, and Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the Town also desires to provide incentives to the Owner pursuant to Chapter 380 of the Texas Local Government Code to locate an office-warehouse building in the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State and Town, by eliminating unemployment or underemployment in the State and Town, and enhancing business and commercial activity within the State and Town; and

WHEREAS, the Town finds that it is in the public interest to provide the tax abatement and 380 agreement.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Owner”, “Parties”, “Party”, “Zone”, and “Town’s Tax Abatement Guidelines and Criteria” shall have the meanings provided above.

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Owner, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity. Notwithstanding the foregoing, the term “Affiliate” includes Niagara Conservation Corp. (“Niagara”) and any Affiliate of Niagara.

“Base Year Tax Value” means the assessed value of the Real Property (land only) according to the Tarrant Appraisal District as of January 1, 2021.

“Capital Investment” means the actual costs attributable to the construction of the Improvements and related infrastructure, including the actual construction costs of all buildings, site preparation, structures, infrastructure, utilities, landscaping and on-site improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, permit and

inspection fees. It does not include insurance costs, marketing costs, or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the Town to Owner certifying the Improvements’ compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

“Expiration Date” shall mean the 10th anniversary date of the date Owner receives a Certificate of Occupancy for the Improvements, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“First Year of Abatement” shall mean January 1 of the calendar year immediately following the date Owner receives a Certificate of Occupancy for the Improvements.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Impact Fee Grant” means the grant from the Town in an amount equal to 75% of the Town impact fees (water, wastewater, and roadway) paid by Owner and received by the Town, which are attributable to the construction of the Improvements.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or company governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Owner or any property or any business owned by the Owner within the Town.

“Improvements” means the one-story, approximately 127,810 square foot office-warehouse building identified on Exhibits “A” and “B” and other ancillary improvements such as reasonably required parking and landscaping more fully described in the submittals filed by Owner with the Town, and to be constructed upon the Real Property.

“Payment Request” means a written request from Owner to Town for payment of the Impact Fee Grant, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Owner is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Person” means an individual, a corporation, partnership, limited liability company, association, trust, or other legal entity or organization.

“Real Property” means the approximately 7.59-acre tract of land located at 300 Old Gerault Road, generally at the northeast corner of Old Gerault and Enterprise Road, Town of Flower Mound, Texas, and as depicted on the attached Exhibit “A” and more particularly described by metes and bounds description on the attached Exhibit “C”.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Owner.

“Taxable Value” shall mean the appraised value of the Improvements as certified by the Tarrant Appraisal District, or its successor, for a given year.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Owner and the Improvements to the Town. The terms of this Agreement shall implement the program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 OWNER OBLIGATIONS

As consideration for the tax abatements, Impact Fee Grant, and waiver of fees by Town, the Owner agrees and covenants as follows:

3.1 Construction of Improvements. Owner agrees to design and construct, or cause to be designed and constructed, the Improvements. Owner must: (i) submit a full and complete building permit application for construction of the Improvements, as deemed acceptable by the Town, no later than September 1, 2021; (ii) receive all necessary permits permitting construction of the Improvements from all applicable governmental authorities no later than January 1, 2022; and (iii) subject to events of Force Majeure, receive a Certificate of Occupancy for the Improvements on or before June 1, 2023.

3.2 Capital Investment. Owner agrees to make a Capital Investment of at least \$7,000,000 million. In addition, Owner agrees to provide Town with documentation evidencing a minimum Capital Investment of \$7,000,000 no later than ninety (90) days from the date the Owner receives a Certificate of Occupancy for the Improvements. Such documentation must be in a form

reasonably acceptable to Town, and must contain a breakdown of costs paid by Owner and proof of payment in the form of contractor and/or subcontractor paid invoices and receipts.

3.3 Compliance with Laws. Owner agrees to construct the Improvements in accordance with the site plan attached hereto as Exhibit “A”, the elevations and materials shown on the attached Exhibit “B”, and all applicable federal, state and local laws, codes, and regulations (or valid waivers thereof).

3.4 Tenancy. Owner agrees that Owner or an Affiliate will continuously operate an office, warehouse, and distribution operation within the Improvements beginning on the date the Owner or Affiliate receives a Certificate of Occupancy for the Improvements and continuing thereafter throughout the Term of this Agreement.

3.5 Good Standing. Owner shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.6 Audit. Owner shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Owner’s office, during Owner’s normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Owner’s performance of this Agreement (“**Owner Records**”), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Owner’s operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Owner’s performance of this Agreement. Town agrees, to the extent allowed by law, to maintain the confidentiality of the Owner Records. The Parties acknowledge that the Texas Public Information Act, Texas Government Code, Section 552.001 et seq. (“**Act**”) requires that public records must be promptly disclosed by the Town upon request unless specifically exempted from disclosure. If compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or public records request (including under the Act or any Town ordinance, resolution or regulation implementing the Act), or similar processes, to disclose any of the Owner Records, the Town, as appropriate, shall use its best efforts to immediately provide Owner with prompt notice. Notwithstanding any term in this Agreement to the contrary, the Town’s disclosure of Owner Records in compliance with a court order or an opinion from the Attorney General of Texas will not be considered a default or breach of this Agreement.

ARTICLE 4 TOWN OBLIGATIONS

Subject to Owner’s continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Article, Town will be obligated to do the following:

4.1 Tax Abatement.

(a) Subject to the terms and conditions of this Agreement, Town hereby grants Owner

an abatement of seventy-five percent (75%) of the Taxable Value of the Improvements constructed upon the Real Property for a period of eight (8) consecutive years, beginning with the First Year of Abatement. The actual percentage of Taxable Value of the Real Property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Improvements that exceeds the Base Year Tax Value.

(b) The Real Property and Improvements are not in an improvement project financed by tax increment bonds.

(c) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the Town.

(d) The Real Property is not owned or leased by any member of the Town's Town Council or any member of the Town's Planning and Zoning Commission.

(e) Owner shall, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the Town that it is in compliance with each term of the Agreement.

(f) The Real Property and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the Town's Comprehensive Zoning Ordinance and all other Town development and building regulations, as amended or otherwise specified in this Agreement, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone.

(g) It shall be the responsibility of the Owner to file an annual exemption application form for the Real Property with the Tarrant Appraisal District. A copy of the respective exemption application shall be submitted to the Town upon request.

(h) Upon the receipt of reasonable notice, Owner will provide access to and authorize inspection of the Real Property and Improvements by Town employees to ensure that the Improvements are made according to the specifications and conditions of this Agreement.

4.2 Impact Fee Grant. The Town agrees to pay Owner the Impact Fee Grant within forty-five (45) days after: (i) the Owner receives a Certificate of Occupancy for the Improvements; and (ii) the Town's receipt of a Payment Request.

4.3 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for construction of the Improvements: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees, development permit fees, engineering inspection fees, and lighting plan review fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Owner or Town, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Owner shall have become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by Town, if Owner suffers an Event of Bankruptcy or Insolvency; or
- (e) upon written notice by Owner or Town, if any subsequent Federal or State legislation or any final non-appealable judgment of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Repayment.

(a) Owner Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), or (d), Owner shall within thirty (30) days of termination refund to Town: (i) an amount equal to the amount of the Impact Fee Grant and all fee waivers that have been provided by Town to Owner prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid; and (ii) all real property taxes abated under this Agreement.

(b) Additional Remedies. Upon termination of this Agreement by Town, all taxes abated as a result of this Agreement shall become a debt to the Town as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. The Town shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax. The Town at its sole discretion has the option to provide a repayment schedule. The liquidated damages shall constitute a tax lien against the Real

Property. Further, the liquidated damages shall incur penalties and interest as provided for delinquent taxes in the Texas Tax Code and shall commence to accrue after expiration of the thirty (30) day payment period.

(c) Survival of Repayment Obligations. The repayment obligations of Owner set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Offsets. Town may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Town, to:

Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

With a copy to:

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

If intended for Owner, to:

Niagara Conservation
Attn: Kyle Cutler

1200 Lakeside Parkway, #450
Flower Mound, TX 75028
RE: TA & Ch 380 Agrmnt.-Flower
Mound/Niagara/Deus

With a copy to:

Brown Moskowitz & Kallen, PC
180 River Road
Summit, New Jersey 07901
Attention: Keith E. Marlowe, Esq.

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in 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, except as provided in any exhibits attached hereto.

6.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the balance of this Agreement will be deemed enforceable and must be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Successors and Assigns. Except for an assignment to an Affiliate of Owner, this Agreement may not be assigned without the prior written consent of the Town.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination for such period of time. All other representations, warranties, covenants, and obligations shall expire.

6.14 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

6.15 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Impact Fee Grant, abate taxes, or otherwise extracts or imposes any penalty or other restriction upon the payment of the Impact Fee Grant or abatement of taxes, such payment and abatements will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Owner as of the effective date of such limitation or restriction and Owner shall not be obligated to repay or compensate Town for any prior benefits provided to Owner, unless required to do so by law or court order. Town shall not take any action to seek a legislative interpretation or file an original petition in any action seeking a judicial interpretation which would limit or restrict Town's ability to pay the Impact Fee Grant, abate taxes, or otherwise extract or impose any penalty or other restriction upon the payment of the Impact Fee Grant or abatement of taxes. In any suit brought by a person not a Party to this Agreement, Owner shall have a reasonable time period to appeal any such judicial interpretation at its sole cost and expense and Town shall reasonably cooperate with any such appeals; provided, however, that Town is not obligated to become a party in any suit or expend any funds in cooperating with Owner.

6.16 Undocumented Workers. Owner certifies that Owner and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner or any of their branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Owner of the violation.

6.17 Governmental Function. The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or to attraction of major investment in the Zone that would be a benefit to the Real Property. The Parties further agree this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

6.18 Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, on this ____ day of _____, 2021.**

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Steve Dixon, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2021,
Steve Dixon, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on
behalf of said Town.

Notary Public, State of Texas

OWNER:

DEUS, LLC.

By: _____
Name: Kyle Cutler
Title: Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021,
by _____, the _____ of DEUS, LLC.

Notary Public, State of Texas

EXHIBIT “A”

Site Plan

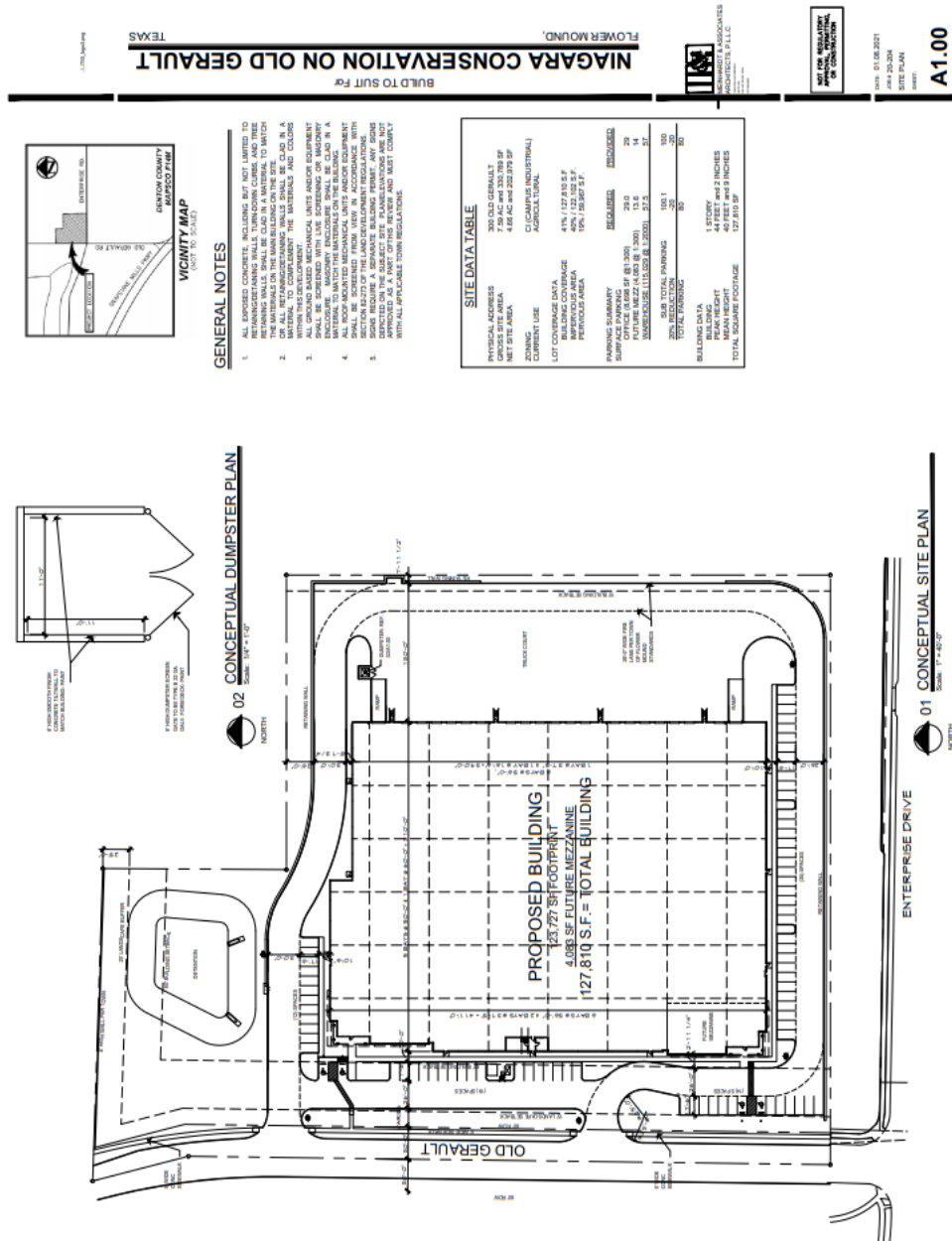


EXHIBIT “B”

Building Elevations

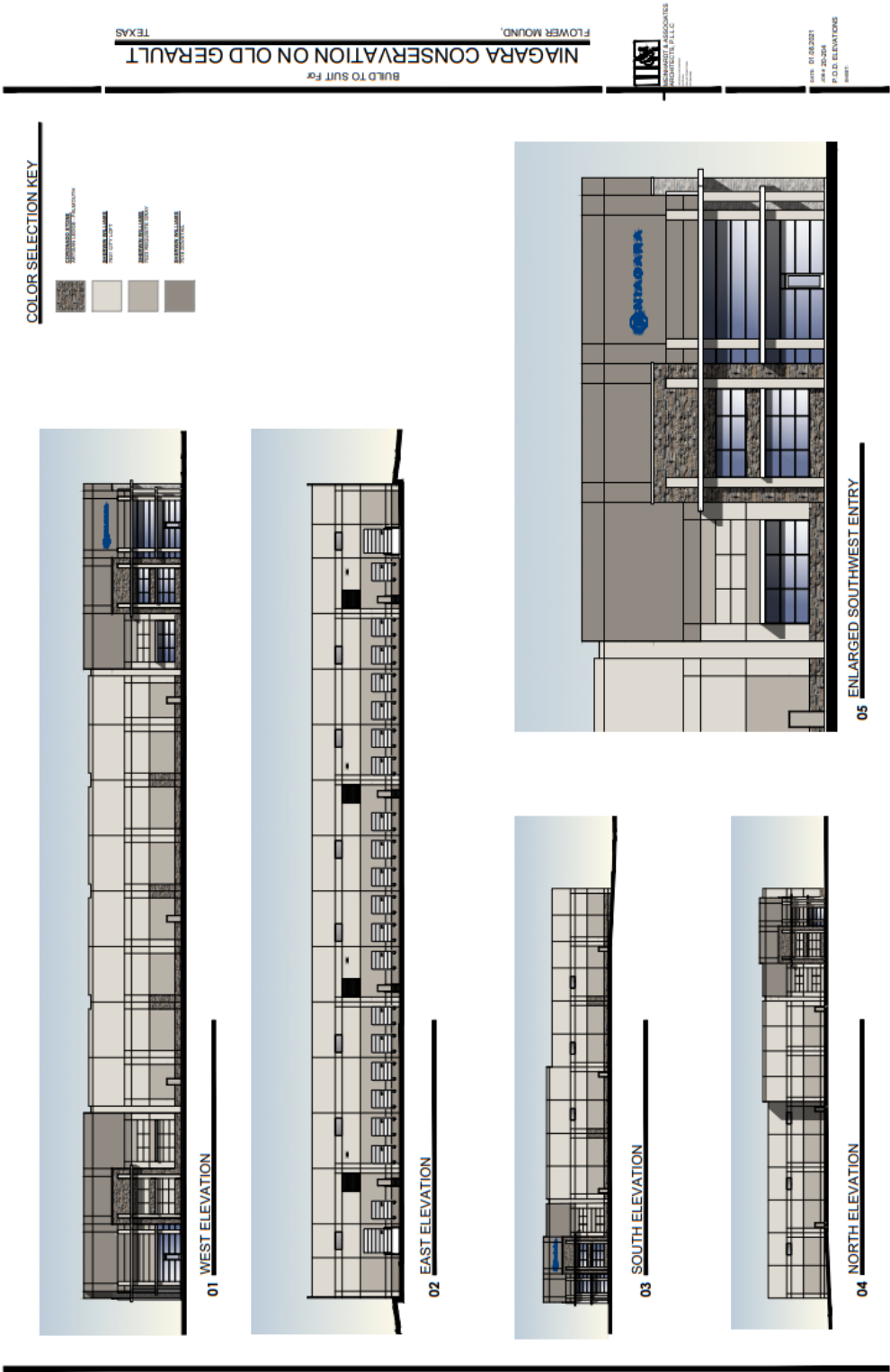


EXHIBIT "C"

Legal Description

DESCRIPTION, of a 7.594 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas; said tract being all of that certain tract of land described in Warranty Deed to Robert C. Douglas & Patricia Ann Douglas recorded in Volume 456, Page 343 of the Deed Records of Denton County, Texas; said 7.594 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "A.R.S." cap set for corner in Old Gerault Road (a variable width right-of-way);, said point being the northwest corner of said Old Gerault Road as dedicated by plat recorded in Cabinet U, Page 484 of the Plat Records of Denton County, Texas;

THENCE, North 00 degrees, 51 minutes, 35 seconds West, along the approximate centerline of said Old Gerault Road, a distance of 603.83 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner;

THENCE, North 16 degrees, 06 minutes, 35 seconds West, continuing along the said approximate centerline of said Old Gerault Road a distance of 93.03 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being the southwest corner of that certain tract of land described in Warranty Deed to YO-KO LLC recorded in Instrument No. D215290774 of the Official Public Records of Denton County, Texas;

THENCE, South 89 degrees, 44 minutes, 44 seconds East, departing the said centerline of Old Gerault Road and along the south line of said YO-KO LLC tract, a distance of 293.99 feet to a 1/2-inch iron rod found for corner; said point being the southeast corner of said YO-KO LLC tract and being in the west line of Lot 7X, Block A of the lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas recorded in Cabinet X, Page 78 of said Plat Records;

THENCE, South 01 degrees, 14 minutes, 44 seconds East, along the said west line of Lot 7X, a distance of 172.65 feet to a 5/8-inch iron rod found for corner at the southwest corner of said Lot 7X;

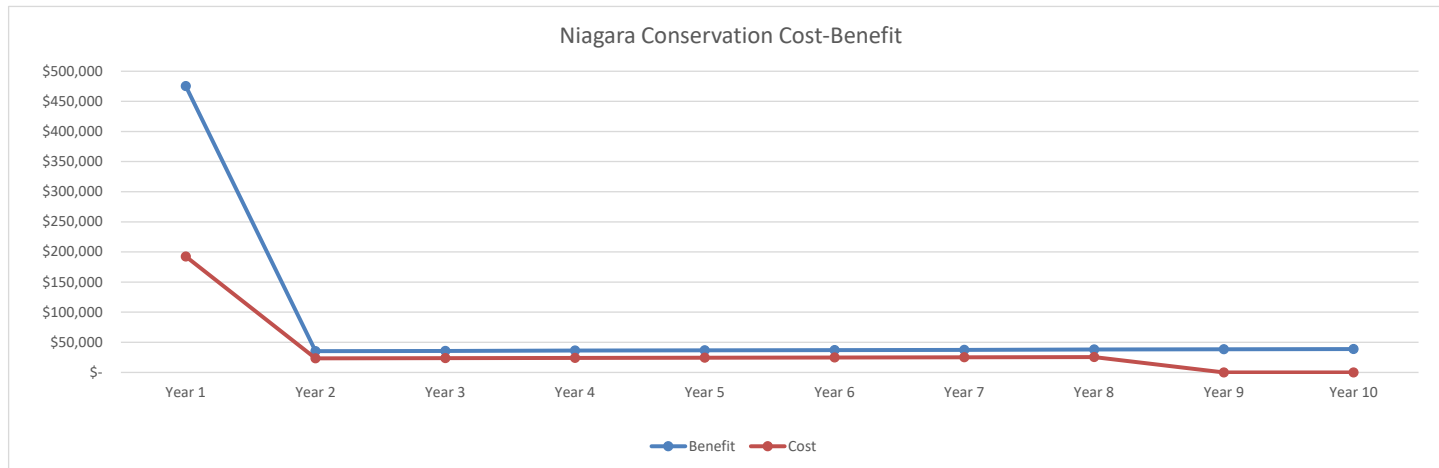
THENCE, North 88 degrees, 23 minutes, 25 seconds East, along the south line of said Lot 7X, a distance of 276.97 feet to a 1-inch pipe found for corner at the northernmost northwesterly corner of Lot 1R, Block A of Lakeside Trade Center, an addition to the Town of Flower Mound, Texas recorded in Cabinet V, Page 843 of said Plat Records;

THENCE, South 01 degrees, 36 minutes, 35 seconds East, departing the said south line of Lot 7X and along the west line of said Lot 1R, a distance of 511.64 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being an ell corner of said Lot 1R;

THENCE, South 88 degrees, 23 minutes, 25 seconds West, a north line of said Lot 1R, passing at a distance of 520.67 feet, the westernmost northwest corner of said Lot 1R, continuing for a total distance of 554.32 feet to the POINT OF BEGINNING;

CONTAINING: 330,798 square feet or 7.594 acres of land, more or less.

Niagara Incentive												
Benefit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
+1.5% rate	Real Property Value (75% of cap inv.)	\$ 7,000,000	\$ 7,105,000	\$ 7,211,575	\$ 7,319,749	\$ 7,429,545	\$ 7,540,988	\$ 7,654,103	\$ 7,768,914	\$ 7,885,448	\$ 8,003,730	
	Real Property Tax Revenue	\$ 30,555	\$ 31,013	\$ 31,479	\$ 31,951	\$ 32,430	\$ 32,916	\$ 33,410	\$ 33,911	\$ 34,420	\$ 34,936	\$ 327,022
1% Depreciation	Business Personal Property Value	\$ 1,000,000	\$ 990,000	\$ 980,100	\$ 970,299	\$ 960,596	\$ 950,990	\$ 941,480	\$ 932,065	\$ 922,745	\$ 913,517	
	Business Personal Property Tax Revenue	\$ 4,365	\$ 4,321	\$ 4,278	\$ 4,235	\$ 4,193	\$ 4,151	\$ 4,110	\$ 4,068	\$ 4,028	\$ 3,988	\$ 41,737
	Building Permit Fees	\$ 49,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,348
	Impact Fees	\$ 83,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,000
	Engineering Inspection Fee	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
	Development Permit Fee	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Tree Mitigation	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
75%	Real Property Abatement	\$ 22,916	\$ 23,260	\$ 23,609	\$ 23,963	\$ 24,322	\$ 24,687	\$ 25,058	\$ 25,433			\$ 193,249
100%	Fee Waivers	\$ 107,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,348
75%	Grant (Equal to 75% of paid Impact Fees)	\$ 62,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,250
												\$ 362,847
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	Benefit	\$ 475,268	\$ 35,335	\$ 35,757	\$ 36,186	\$ 36,623	\$ 37,067	\$ 37,520	\$ 37,980	\$ 38,448	\$ 38,924	\$ 809,107
	Cost	\$ 192,514	\$ 23,260	\$ 23,609	\$ 23,963	\$ 24,322	\$ 24,687	\$ 25,058	\$ 25,433	\$ -	\$ -	\$ 362,847
	Net Benefit	\$ 282,754	\$ 12,075	\$ 12,148	\$ 12,223	\$ 12,300	\$ 12,380	\$ 12,462	\$ 12,546	\$ 38,448	\$ 38,924	\$ 446,260

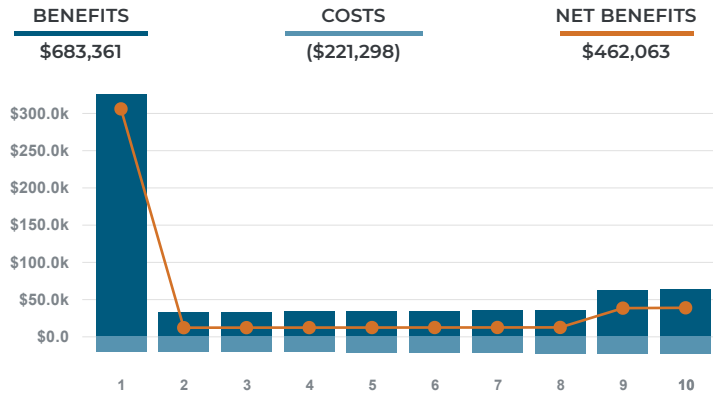


NIAGARA CONSERVATION

Niagara Scenario 1-8=Yr TA, Fee Waiver, 75% Impact Fee Rebate

Business Retention & Expansion

Town of Flower Mound



JOBS



45.5 Total

30.0 Direct
15.5 Spin-off

30.0 New Jobs @ \$50,000

This summary does not include the impact from the company's current activity including:

41.0 Retained Jobs @ \$50,000

SALARIES



\$49,412 Avg

\$50,000 Direct
\$48,272 Spin-off

CAPITAL INVEST.



\$8.0M

Buildings + FF&E

NET BENEFITS

\$462,063

Present Value \$402,125

BENEFITS

Sales Taxes	\$47,082
Real Property Taxes*	\$133,773
FF&E Property Taxes	\$41,737
Inventory Property Taxes	\$0
New Residential Property Taxes	\$1,917
Building Permits and Fees**	\$270,750
Utility Revenue	\$163,465
Utility Franchise Fees	\$0
Miscellaneous Taxes and User Fees	\$24,637

Benefits Subtotal \$683,361

COSTS

Cost of Government Services	(\$57,833)
Cost of Utility Services	(\$163,465)

Costs Subtotal (\$221,298)

*Above values exclude

Real Property Abatement \$193,249

**Above values exclude

Grant (Equal to 75% of paid Impact Fees) \$62,250

Fee Waivers \$107,348

INCENTIVE ANALYSIS

\$362,846

Total Incentive

\$12,095

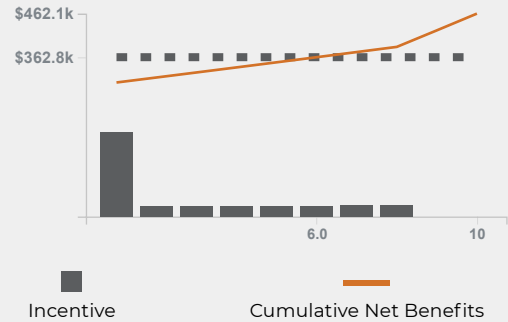
Per Job

12.7%

Rate of Return

6.0 Yrs

Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$462,063
COUNTY	\$196,487
SCHOOL	\$255,709
OTHER	\$306,447

**TOWN COUNCIL AGENDA ITEM NO. 26****REGULAR ITEM**

DATE: March 1, 2021

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

ITEM: Consider the approval of an ordinance adopting updated land use assumptions and updated capital improvements plans, and to update and amend certain provisions of Chapter 42, "Impact Fees," regarding the imposition of impact fees and amending Appendix A, "Fee Schedule", accordingly. (The Capital Improvements Advisory Committee recommended approval by a vote of 9 to 0 at its November 9, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its December 7, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its January 4, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its February 1, 2021, meeting.)

BACKGROUND INFORMATION: This item provides for the 5-year update of the Town's Impact Fee program as required by state law. It includes updates to the Town's land use assumptions, capital improvements plan and the imposition of impact fees that reflect the Town's current infrastructure and projected needs to serve new development during the next ten years.

Impact fees allow the Town to recoup costs associated with infrastructure needed to serve new development. The Town is required by Chapter 395 of the Texas Local Government Code to update impact fees every five years. The Town's last impact fee update was done in 2015. The 2020 Impact Fee update, performed by Kimley-Horn and Associates, Inc., determines the maximum fee allowed by state law. The Town Council sets the actual fee to be collected from new development.

A public hearing to discuss updated land use assumptions, updated capital improvements plans, and updated impact fees was held on December 7, 2020. The public hearing was tabled until, February 1, 2021. At the February 1, 2021, meeting, Town Council closed the public hearing and voted to approve the following items attached to the ordinance; Exhibit A - Land Use Assumptions, Exhibit B – Water Impact Fee Update, Exhibit C – Wastewater Impact Fee Update, Exhibit E Water and Wastewater Impact Fees, and the updated capital improvements plans for water and wastewater. Town Council voted to table the remaining ordinance items including; Exhibit D – Roadway Impact Fee Update, Exhibit F – Roadway Impact Fees and the capital improvement plans for roadway, until the next council meeting. Pursuant to state law, action by Town Council to finalize the remaining approvals of the capital improvement plans and selection of the impact fees must occur within 30 days of the closure of the public hearing.

BOARD REVIEW/CITIZEN FEEDBACK: The Capital Improvements Advisory Committee recommended approval to update land use assumptions, capital improvements plans, and to amend certain provisions of Chapter 42, "Impact Fees" by a vote of 9 to 0 at its November 9, 2020, meeting.

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle) for all Impact Fee amendment requests. At the time this report was written, staff had received no correspondence regarding the request.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: The draft ordinance was prepared by Lindsey Hale with Taylor, Olson, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Draft Ordinance
2. 2020 Roadway Impact Fee Update

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY AMENDING CHAPTER 42, "IMPACT FEES," TO ADOPT UPDATED LAND USE ASSUMPTIONS AND UPDATED CAPITAL IMPROVEMENTS PLANS; PROVIDING AN UPDATE TO CERTAIN PROVISIONS REGARDING THE IMPOSITION OF IMPACT FEES; AMENDING APPENDIX A "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS RELATIVE TO CHAPTER 42 IMPACT FEES; MAKING FINDINGS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound ("Town") is a home-rule municipality possessing the full power of local self-government pursuant to Article II, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its home rule charter; and

WHEREAS, the Town has previously adopted ordinances in compliance with Chapter 395 of the Texas Local Government Code regarding the calculation, assessment and collection of impact fees for roadways, water and wastewater facilities; and

WHEREAS, the Impact Fees Ordinance has been codified in Chapter 42 of the Code of Ordinances, Town of Flower Mound, Texas; and

WHEREAS, Texas Local Government Code Section 395.052 requires a municipality imposing an impact fee to update the land use assumptions and capital improvements plan at least once every five (5) years; and

WHEREAS, the Town provided notice as required by law and held a public hearing regarding updated Land Use Assumptions, updated Capital Improvements Plans and updates to the manner of imposing impact fees before the Capital Improvements Advisory Committee ("CIAC") on or about November 9, 2020; and

WHEREAS, the CIAC recommended approval of the updated Land Use Assumptions, updated Capital Improvements Plans and updates to the manner of imposing impact fees; and

WHEREAS, the Town Council finds that the Town has complied with Chapter 395 of the Texas Local Government Code in the amendment of the land use assumptions, capital improvements plan, and imposition of impact fees; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Capital Improvements Advisory Committee, the Town Council of the Town of Flower Mound, Texas, has determined that the proposed amendments to adopt the updated Land Use Assumptions and updated Capital Improvement Plans and to amend certain provisions regarding the manner of imposing impact fees to assure the availability of adequate roadway, water and wastewater facilities and services in order to serve new development consistent with the policies set forth in the Town's Master Plan,

as amended are in the best interest and in support of the health, safety, morals and general welfare of the citizens of Flower Mound and the public;

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

SECTION 1

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

SECTION 2

That Section 42-1, "Capital Improvement Plans Adopted," of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby repealed and replaced with a new Section 42-1 entitled "Land Use Assumptions and Capital Improvement Plans Adopted" to read as follows:

"Sec. 42-1. Land Use Assumptions And Capital Improvement Plans Adopted.

- (a) The Town Council hereby adopts the Land Use Assumptions as set forth in the 2020 Land Use Assumptions for Impact Fee Update dated November 2020, attached hereto as Exhibit A and incorporated herein for all purposes allowed by law.
- (b) The Town Council hereby adopts the Water System Capital Improvement Plan as set forth in the Water Impact Fee Update Report for 2020 dated November 2020, attached hereto as Exhibit B and incorporated herein for all purposes allowed by law.
- (c) The Town Council hereby adopts the Wastewater System Capital Improvements Plan as set forth in the Wastewater Impact Fee Update Report for 2020 dated November 2020, attached hereto as Exhibit C and incorporated herein for all purposes allowed by law.
- (d) The Town Council hereby adopts the Roadway System Capital Improvement Plan as set forth in the Roadway Impact Fee Update Report for 2020 dated January 2021, attached hereto as Exhibit D and incorporated herein for all purposes allowed by law."

SECTION 3

That Section 42-37, "Fee Calculation," of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by deleting existing subparagraphs (b) and (c) and replacing them with new subparagraphs (b) and (c) to read as follows:

- (b) Water impact fees. Water impact fees per service unit shall be calculated by dividing the maximum recoverable cost for impact fee by the projected number of additional service units, less any water impact fee credits applicable to the

property pursuant to Section 42-38. Based upon the adopted land use assumptions and capital improvements plan, the maximum recoverable cost to provide water service to a service unit is based upon a single Town-wide service area as provided in Exhibit B to this Ordinance. Based upon this cost per service unit, the water impact fees by water meter size are as listed in Exhibit E attached hereto and incorporated herein for all purposes allowed by law.

Exception. Water impact fees for nonresidential development determined to have met the criteria of the SMARTGrowth program, economic development incentive policy shall be assessed at twenty-five percent (25%) of the maximum fee for equivalent residential connections as provided in Exhibit E attached hereto and incorporated herein for all purposes allowed by law.

- (c) *Wastewater impact fees.* Wastewater impact fees per service unit shall be calculated by dividing the maximum recoverable cost for impact fee by the projected number of additional service units, less any wastewater impact fee credits applicable to the property pursuant to Section 42-38. Based upon the adopted land use assumptions and capital improvements plan, the maximum recoverable cost to provide wastewater service to a service unit is based upon the four (4) service areas that provide sewer as provided in Exhibit C to this Ordinance. The cost-per-service unit for wastewater impact fees by water meter size is as listed in Exhibit E to this Ordinance.

Exception. Wastewater impact fees for nonresidential development determined to have met the criteria of the SMARTGrowth program, economic development incentive policy shall be assessed at twenty-five percent (25%) of the maximum fee as provided in Exhibit E to this Ordinance.”

SECTION 4

That Section 42-76, “Fee Assessment,” of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended in part by deleting existing subparagraph (a) and replacing it with new subparagraph (a) to read as follows:

- (a) Road impact fees shall be assessed at the maximum fee per service unit for each service area. Road impact fees shall be assessed at fifty percent (50%) of the maximum fee per service unit for nonresidential development for each service area. Further, Road impact fees for nonresidential development determined to have met the criteria of the SMARTGrowth program, economic development incentive policy shall be assessed at

twenty-five percent (25%) of the maximum fee per service unit. The impact fee per service unit for each service area is established in Section 42-77 which shall be equal to the maximum impact fee per service unit.

SECTION 5

That existing Exhibits A, B, C, and D to Chapter 42 "Impact Fees" of the Code of Ordinances of the Town of Flower Mound, Texas, are hereby repealed in their entirety and replaced with Exhibits A, B, C, and D adopted herein.

SECTION 6

That Appendix A, "Fee Schedule" of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by the deletion of the existing provisions, charts, and tables regarding Chapter 42 "Impact Fees" contained therein and the replacement thereof with Exhibits E and F attached to this Ordinance.

SECTION 7

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

SECTION 8

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 9

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 1st DAY OF FEBRUARY 2021 AND BY A VOTE OF _____ TO _____ ON THE 1st DAY OF MARCH 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

Land Use Assumptions
November 2020

EXHIBIT B

Water Impact Fee Update
November 2020

EXHIBIT C

Wastewater Impact Fee Update
November 2020

EXHIBIT D

Roadway Impact Fee Update
January 2021

EXHIBIT E

Water and Wastewater Impact Fees

Exhibit E

**WATER IMPACT FEES
PLATS FILED ON OR AFTER MARCH 1, 2021**

Meter Size (in inches)	Town Wide Service Area
5/8"x 3/4" PD	\$3,741
3/4" PD	\$5,612
1" PD	\$9,353
1 1/2" PD	\$18,705
2" PD	\$29,928
2" Compound	\$29,928
2" Turbine	\$59,856
3" Compound	\$65,468
3" Turbine	\$130,935
4" Compound	\$112,230
4" Turbine	\$243,165
6" Compound	\$252,518
6" Turbine	\$523,740
8" Compound	\$336,690
8" Turbine	\$897,840
10" Turbine	\$1,309,350

**WASTEWATER IMPACT FEES
PLATS FILED ON OR AFTER MARCH 1, 2021**

Meter Size (inches)	Service Area				
	Cross Timbers Conservation District	Long Prairie District	Lakeside District	Denton Creek District	Prairie Vista District
5/8"x 3/4" PD	\$0	\$2,290	\$1,942	\$467	\$365
3/4" PD	\$0	\$3,435	\$2,913	\$701	\$548
1" PD	\$0	\$5,725	\$4,855	\$1,168	\$913
1 1/2" PD	\$0	\$11,450	\$9,710	\$2,335	\$1,825
2" PD	\$0	\$18,320	\$15,536	\$3,736	\$2,920
2" Compound	\$0	\$18,320	\$15,536	\$3,736	\$2,920
2" Turbine	\$0	\$36,640	\$31,072	\$7,472	\$5,840
3" Compound	\$0	\$40,075	\$33,985	\$8,173	\$6,388
3" Turbine	\$0	\$80,150	\$67,970	\$16,345	\$12,775
4" Compound	\$0	\$68,700	\$58,260	\$14,010	\$10,950
4" Turbine	\$0	\$148,850	\$126,230	\$30,355	\$23,725
6" Compound	\$0	\$154,575	\$131,085	\$31,523	\$24,638
6" Turbine	\$0	\$320,600	\$271,880	\$65,380	\$51,100
8" Compound	\$0	\$206,100	\$174,780	\$42,030	\$32,850
8" Turbine	\$0	\$549,600	\$466,080	\$112,080	\$87,600
10" Turbine	\$0	\$801,500	\$679,700	\$163,450	\$127,750

EXHIBIT F

Roadway Impact Fees

Exhibit F						
ROAD IMPACT FEES SERVICE AREA A PLATS FILED ON OR AFTER MARCH 1, 2021						
To determine Road Impact Fees for Service Area A, the following equation should be used: (Impact Fee Per Development Unit Service Area A) x (Number of Development Units)						
					Service Area A	
Maximum Impact Fee Per Vehicle-Mile					\$ 627.00	
Land Use Category	ITE Land Use Code	Development Unit	Vehicle Miles per Development Unit	% Assessed of Maximum Impact Fee	Impact Fee Per Development Unit Service Area A	
RESIDENTIAL						
Single-Family Detached Housing	210	Dwelling Unit	4.85	100%	\$ 3,040.95	
Apartment/Multi-family	220	Dwelling Unit	2.74		\$ 1,717.98	
Residential Condominium/Townhome	220	Dwelling Unit	2.74		\$ 1,717.98	
Senior Adult Housing-Detached	251	Dwelling Unit	1.47		\$ 921.69	
Senior Adult Housing-Attached	252	Dwelling Unit	1.27		\$ 796.29	
Assisted Living	254	Beds	1.27		\$ 796.29	
INDUSTRIAL						
General Light Industrial	110	1,000 SF GFA	3.16	100%	\$ 1,981.32	
Industrial Park	130	1,000 SF GFA	2.00		\$ 1,254.00	
Warehousing	150	1,000 SF GFA	0.95		\$ 595.65	
Mini-Warehouse	151	1,000 SF GFA	0.85		\$ 532.95	
LODGING						
Hotel	310	Room	1.93	100%	\$ 1,210.11	
Motel / Other Lodging Facilities	320	Room	1.22		\$ 764.94	
RECREATIONAL						
Golf Course	430	Acre	1.10	100%	\$ 689.70	
Miniature Golf Course	431	Hole	1.30		\$ 815.10	
Golf Driving Range	432	Tee	4.91		\$ 3,078.57	
Multiplex Movie Theater	445	Screens	82.38		\$ 51,652.26	
Ice Skating Rink	465	1,000 SF GFA	5.23		\$ 3,279.21	
Racquet / Tennis Club	491	Court	15.01		\$ 9,411.27	
Recreational Community Center	495	1,000 SF GFA	9.08		\$ 5,693.16	
INSTITUTIONAL						
Church	560	1,000 SF GFA	2.04	100%	\$ 1,279.08	
Day Care Center	565	1,000 SF GFA	10.87		\$ 6,815.49	
Primary/Middle School (1-8)	522	Students	0.30		\$ 188.10	
High School	530	Students	0.24		\$ 150.48	
Junior / Community College	540	Students	0.57		\$ 357.39	
University / College	550	Students	0.78		\$ 489.06	
MEDICAL						
Clinic	630	1,000 SF GFA	16.15	100%	\$ 10,126.05	
Hospital	610	1,000 SF GFA	4.78		\$ 2,997.06	
Nursing Home	620	Beds	1.08		\$ 677.16	
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	12.16		\$ 7,624.32	
OFFICE						
Corporate Headquarters Building	714	1,000 SF GFA	3.60	100%	\$ 2,257.20	
General Office Building	710	1,000 SF GFA	6.90		\$ 4,326.30	
Medical-Dental Office Building	720	1,000 SF GFA	17.04		\$ 10,684.08	
Single Tenant Office Building	715	1,000 SF GFA	10.26		\$ 6,433.02	
Office Park	750	1,000 SF GFA	6.42		\$ 4,025.34	
COMMERCIAL						
Automobile Related						
Automobile Care Center	942	1,000 SF GFA	4.15	100%	\$ 2,602.05	
Automobile Parts Sales	843	1,000 SF GFA	6.23		\$ 3,906.21	
Gasoline/Service Station	944	Vehicle Fueling Position	4.88		\$ 3,059.76	
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	3.69		\$ 2,313.63	
New Car Sales	840	1,000 SF GFA	5.44		\$ 3,410.88	
Quick Lubrication Vehicle Shop	941	Servicing Positions	6.47		\$ 4,056.69	
Automated Car Wash	948	1,000 SF GFA	1.83		\$ 1,147.41	
Tire Store	848	1,000 SF GFA	6.38		\$ 4,000.26	
Dining						
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	46.06		100%	\$ 28,879.62
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	39.96			\$ 25,054.92
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	15.70			\$ 9,843.90
Quality Restaurant	931	1,000 SF GFA	12.32			\$ 7,724.64
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	36.70			\$ 23,010.90
Other Retail						
Free-Standing Discount Store	815	1,000 SF GFA	9.47		\$ 5,937.69	
Nursery (Garden Center)	817	1,000 SF GFA	13.60		\$ 8,527.20	
Home Improvement Superstore	862	1,000 SF GFA	3.78		\$ 2,370.06	
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	11.20		\$ 7,022.40	
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	14.69		\$ 9,210.63	
Shopping Center	820	1,000 SF GFA	7.04		\$ 4,414.08	
Supermarket	850	1,000 SF GFA	16.56		\$ 10,383.12	
SERVICES						
Walk-In Bank	911	1,000 SF GFA	16.19	100%	\$ 10,151.13	
Drive-In Bank	912	Drive-in Lanes	39.27		\$ 24,622.29	

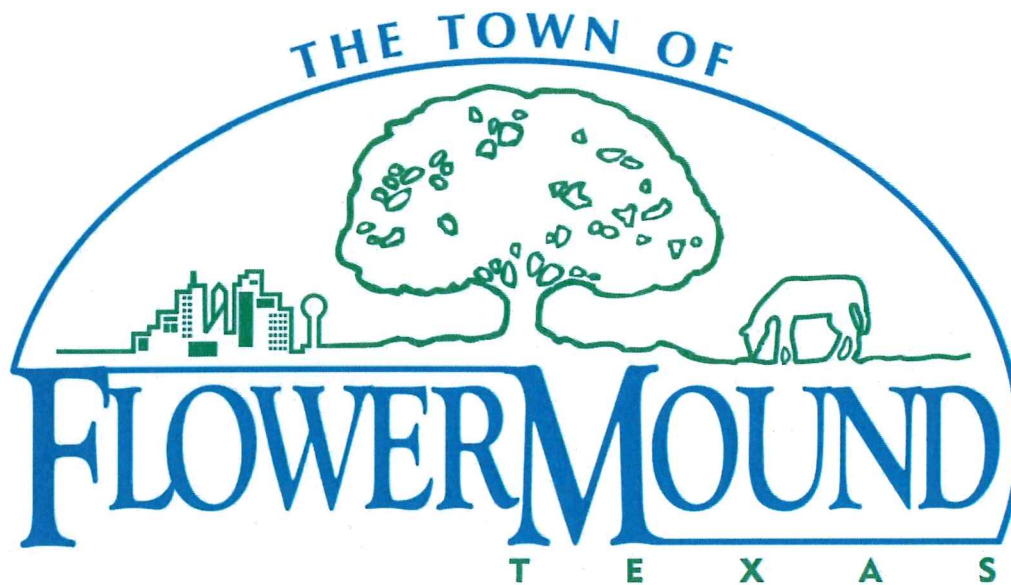
Exhibit F						
ROAD IMPACT FEES SERVICE AREA B PLATS FILED ON OR AFTER MARCH 1, 2021						
To determine Road Impact Fees for Service Area B, the following equation should be used: (Impact Fee Per Development Unit Service Area B) x (Number of Development Units)						
					Service Area B	
Maximum Impact Fee Per Vehicle-Mile					\$ 3,706.00	
Land Use Category	ITE Land Use Code	Development Unit	Vehicle Miles per Development Unit	% Assessed of Maximum Impact Fee	Impact Fee Per Development Unit Service Area B	
RESIDENTIAL						
Single-Family Detached Housing	210	Dwelling Unit	4.85	100%	\$ 17,974.10	
Apartment/Multi-family	220	Dwelling Unit	2.74		\$ 10,154.44	
Residential Condominium/Townhome	220	Dwelling Unit	2.74		\$ 10,154.44	
Senior Adult Housing-Detached	251	Dwelling Unit	1.47		\$ 5,447.82	
Senior Adult Housing-Attached	252	Dwelling Unit	1.27		\$ 4,706.62	
Assisted Living	254	Beds	1.27		\$ 4,706.62	
INDUSTRIAL						
General Light Industrial	110	1,000 SF GFA	3.16	100%	\$ 11,710.96	
Industrial Park	130	1,000 SF GFA	2.00		\$ 7,412.00	
Warehousing	150	1,000 SF GFA	0.95		\$ 3,520.70	
Mini-Warehouse	151	1,000 SF GFA	0.85		\$ 3,150.10	
LODGING						
Hotel	310	Room	1.93	100%	\$ 7,152.58	
Motel / Other Lodging Facilities	320	Room	1.22		\$ 4,521.32	
RECREATIONAL						
Golf Course	430	Acre	1.10	100%	\$ 4,076.60	
Miniature Golf Course	431	Hole	1.30		\$ 4,817.80	
Golf Driving Range	432	Tee	4.91		\$ 18,196.46	
Multiplex Movie Theater	445	Screens	82.38		\$ 305,300.28	
Ice Skating Rink	465	1,000 SF GFA	5.23		\$ 19,382.38	
Racquet / Tennis Club	491	Court	15.01		\$ 55,627.06	
Recreational Community Center	495	1,000 SF GFA	9.08		\$ 33,650.48	
INSTITUTIONAL						
Church	560	1,000 SF GFA	2.04	100%	\$ 7,560.24	
Day Care Center	565	1,000 SF GFA	10.87		\$ 40,284.22	
Primary/Middle School (1-8)	522	Students	0.30		\$ 1,111.80	
High School	530	Students	0.24		\$ 889.44	
Junior / Community College	540	Students	0.57		\$ 2,112.42	
University / College	550	Students	0.78		\$ 2,890.68	
MEDICAL						
Clinic	630	1,000 SF GFA	16.15	100%	\$ 59,851.90	
Hospital	610	1,000 SF GFA	4.78		\$ 17,714.68	
Nursing Home	620	Beds	1.08		\$ 4,002.48	
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	12.16		\$ 45,064.96	
OFFICE						
Corporate Headquarters Building	714	1,000 SF GFA	3.60	100%	\$ 13,341.60	
General Office Building	710	1,000 SF GFA	6.90		\$ 25,571.40	
Medical-Dental Office Building	720	1,000 SF GFA	17.04		\$ 63,150.24	
Single Tenant Office Building	715	1,000 SF GFA	10.26		\$ 38,023.56	
Office Park	750	1,000 SF GFA	6.42		\$ 23,792.52	
COMMERCIAL						
Automobile Related						
Automobile Care Center	942	1,000 SF GFA	4.15	100%	\$ 15,379.90	
Automobile Parts Sales	843	1,000 SF GFA	6.23		\$ 23,088.38	
Gasoline/Service Station	944	Vehicle Fueling Position	4.88		\$ 18,085.28	
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	3.69		\$ 13,675.14	
New Car Sales	840	1,000 SF GFA	5.44		\$ 20,160.64	
Quick Lubrication Vehicle Shop	941	Servicing Positions	6.47		\$ 23,977.82	
Automated Car Wash	948	1,000 SF GFA	1.83		\$ 6,781.98	
Tire Store	848	1,000 SF GFA	6.38		\$ 23,644.28	
Dining						
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	46.06		100%	\$ 170,698.36
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	39.96			\$ 148,091.76
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	15.70			\$ 58,184.20
Quality Restaurant	931	1,000 SF GFA	12.32			\$ 45,657.92
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	36.70			\$ 136,010.20
Other Retail						
Free-Standing Discount Store	815	1,000 SF GFA	9.47		100%	\$ 35,095.82
Nursery (Garden Center)	817	1,000 SF GFA	13.60			\$ 50,401.60
Home Improvement Superstore	862	1,000 SF GFA	3.78			\$ 14,008.68
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	11.20			\$ 41,507.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	14.69			\$ 54,441.14
Shopping Center	820	1,000 SF GFA	7.04			\$ 26,090.24
Supermarket	850	1,000 SF GFA	16.56			\$ 61,371.36
SERVICES						
Walk-In Bank	911	1,000 SF GFA	16.19	100%	\$ 60,000.14	
Drive-In Bank	912	Drive-in Lanes	39.27		\$ 145,534.62	

Exhibit F						
ROAD IMPACT FEES SERVICE AREA C PLATS FILED ON OR AFTER MARCH 1, 2021						
To determine Road Impact Fees for Service Area C, the following equation should be used: (Impact Fee Per Development Unit Service Area C) x (Number of Development Units)						
					Service Area C	
Maximum Impact Fee Per Vehicle-Mile					\$ 3,294.00	
Land Use Category	ITE Land Use Code	Development Unit	Vehicle Miles per Development Unit	% Assessed of Maximum Impact Fee	Impact Fee Per Development Unit Service Area C	
RESIDENTIAL						
Single-Family Detached Housing	210	Dwelling Unit	4.85	100%	\$ 15,975.90	
Apartment/Multi-family	220	Dwelling Unit	2.74		\$ 9,025.56	
Residential Condominium/Townhome	220	Dwelling Unit	2.74		\$ 9,025.56	
Senior Adult Housing-Detached	251	Dwelling Unit	1.47		\$ 4,842.18	
Senior Adult Housing-Attached	252	Dwelling Unit	1.27		\$ 4,183.38	
Assisted Living	254	Beds	1.27		\$ 4,183.38	
INDUSTRIAL						
General Light Industrial	110	1,000 SF GFA	3.16	100%	\$ 10,409.04	
Industrial Park	130	1,000 SF GFA	2.00		\$ 6,588.00	
Warehousing	150	1,000 SF GFA	0.95		\$ 3,129.30	
Mini-Warehouse	151	1,000 SF GFA	0.85		\$ 2,799.90	
LODGING						
Hotel	310	Room	1.93	100%	\$ 6,357.42	
Motel / Other Lodging Facilities	320	Room	1.22		\$ 4,018.68	
RECREATIONAL						
Golf Course	430	Acre	1.10	100%	\$ 3,623.40	
Miniature Golf Course	431	Hole	1.30		\$ 4,282.20	
Golf Driving Range	432	Tee	4.91		\$ 16,173.54	
Multiplex Movie Theater	445	Screens	82.38		\$ 271,359.72	
Ice Skating Rink	465	1,000 SF GFA	5.23		\$ 17,227.62	
Racquet / Tennis Club	491	Court	15.01		\$ 49,442.94	
Recreational Community Center	495	1,000 SF GFA	9.08		\$ 29,909.52	
INSTITUTIONAL						
Church	560	1,000 SF GFA	2.04	100%	\$ 6,719.76	
Day Care Center	565	1,000 SF GFA	10.87		\$ 35,805.78	
Primary/Middle School (1-8)	522	Students	0.30		\$ 988.20	
High School	530	Students	0.24		\$ 790.56	
Junior / Community College	540	Students	0.57		\$ 1,877.58	
University / College	550	Students	0.78		\$ 2,569.32	
MEDICAL						
Clinic	630	1,000 SF GFA	16.15	100%	\$ 53,198.10	
Hospital	610	1,000 SF GFA	4.78		\$ 15,745.32	
Nursing Home	620	Beds	1.08		\$ 3,557.52	
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	12.16		\$ 40,055.04	
OFFICE						
Corporate Headquarters Building	714	1,000 SF GFA	3.60	100%	\$ 11,858.40	
General Office Building	710	1,000 SF GFA	6.90		\$ 22,728.60	
Medical-Dental Office Building	720	1,000 SF GFA	17.04		\$ 56,129.76	
Single Tenant Office Building	715	1,000 SF GFA	10.26		\$ 33,796.44	
Office Park	750	1,000 SF GFA	6.42		\$ 21,147.48	
COMMERCIAL						
Automobile Related						
Automobile Care Center	942	1,000 SF GFA	4.15	100%	\$ 13,670.10	
Automobile Parts Sales	843	1,000 SF GFA	6.23		\$ 20,521.62	
Gasoline/Service Station	944	Vehicle Fueling Position	4.88		\$ 16,074.72	
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	3.69		\$ 12,154.86	
New Car Sales	840	1,000 SF GFA	5.44		\$ 17,919.36	
Quick Lubrication Vehicle Shop	941	Servicing Positions	6.47		\$ 21,312.18	
Automated Car Wash	948	1,000 SF GFA	1.83		\$ 6,028.02	
Tire Store	848	1,000 SF GFA	6.38		\$ 21,015.72	
Dining						
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	46.06		100%	\$ 151,721.64
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	39.96			\$ 131,628.24
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	15.70			\$ 51,715.80
Quality Restaurant	931	1,000 SF GFA	12.32			\$ 40,582.08
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	36.70			\$ 120,889.80
Other Retail						
Free-Standing Discount Store	815	1,000 SF GFA	9.47		\$ 31,194.18	
Nursery (Garden Center)	817	1,000 SF GFA	13.60		\$ 44,798.40	
Home Improvement Superstore	862	1,000 SF GFA	3.78		\$ 12,451.32	
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	11.20		\$ 36,892.80	
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	14.69		\$ 48,388.86	
Shopping Center	820	1,000 SF GFA	7.04		\$ 23,189.76	
Supermarket	850	1,000 SF GFA	16.56		\$ 54,548.64	
SERVICES						
Walk-In Bank	911	1,000 SF GFA	16.19	100%	\$ 53,329.86	
Drive-In Bank	912	Drive-in Lanes	39.27		\$ 129,355.38	

Town of Flower Mound, Texas

2020 Roadway Impact Fee Update

January 2021



Prepared for:
Town of Flower Mound

Prepared by:
Kimley»»Horn

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Phone: 817 335 6511

TBPE Firm Registration Number: F-928

Project Number: 061000201

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Peter C. Kelly
1-20-2021

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EXECUTIVE SUMMARY

Introduction

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Across the country, they are used to fund police and fire facilities, parks, schools, roads, and utilities. In Texas, the legislature has allowed their use for roadway and drainage, water, and wastewater facilities. In 2020, the Town of Flower Mound began its update of the previously adopted (2015) Roadway, Water, and Wastewater Impact Fees as a funding tool for infrastructure needs as a result of growth in the Town.

In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development towards new infrastructure needs. Impact Fees are a mathematical calculation that determine a maximum fee that would be equivalent to growth paying for growth. This study's purpose is to calculate the maximum impact fee per service unit of new growth.

The Maximum Impact Fee is considered an appropriate measure of the impacts generated by a new unit of development on a city's infrastructure system. An impact fee program is anticipated to be designed so that it is **predictable** for both the development community and city. An impact fee program is **transparent**. This report describes in detail how the fee is calculated and how the Capital Improvements Advisory Committee (CIAC) monitors the Impact Fee program. An impact fee program is **flexible** in that funds can be used on priority projects and not just on projects adjacent to a specific development. An impact fee program is both **equitable** and **proportional** in that every new development pays an equal fee that is directly related to its systemwide impact.

Impact Fee Basics

Service Areas

A Service Area is a geographic area within which a unique maximum impact fee is determined. All fees collected within the Service Area must be spent on eligible improvements within the same Service Area. For Roadway Impact Fees, the Service Area may not exceed a 6-mile diameter trip length. In Flower Mound, this results in the creation of three (3) separate Roadway Service Areas. For Water and Wastewater Impact Fees, this study utilizes a singular Service Area for the Water and Wastewater components respectively. The Water and Wastewater Impact Fees are addressed in a separate report.

Land Use Assumptions

The Impact Fee determination is required to be based on the projected growth and corresponding capacity needs in a 10-year window. This study considers the years 2020-2030. The 10-year increase in residential units is projected to be 5,044 units within the Town Limits. The 2030 projections show an increase of 8,022,000 square feet of non-residential land uses over the 10-year window. These projections set the basis for determining loadings and demands to serve new growth. The distribution of residential and non-residential growth utilized information from historical population data and input from Town staff.

Service Units

The “service unit” is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used to quantify the supply and demand for roads and utilities in the Town. Service units are attributable to an individual unit of development and utilized to calculate the maximum impact fee of a development.

For roadway purposes, the service unit is defined as a vehicle-mile. A “vehicle-mile” refers to the capacity consumed in a single lane by a vehicle making a trip one mile in length during the PM peak hour. The PM peak hour is the one-hour period during the afternoon/evening when the highest vehicular volumes are observed. In accordance with the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*, the PM Peak is used as the basis for transportation planning and the estimation of trips caused by new development.

Capital Improvement Plans

The Town and project staff have identified the roadway, water, and wastewater projects needed to accommodate the projected growth over the next ten (10) years within the Town of Flower Mound. These projects include existing, proposed, and recently completed projects that were determined based on their current or anticipated impact on each defined Service Area and the Town as a whole.

Roadway Impact Fee Capital Improvement Plan

The Town of Flower Mound Thoroughfare Plan is the ultimate plan for the roadway infrastructure within the Town Limits. The projects on the Roadway Impact Fee Capital Improvement Plan were selected from the Thoroughfare Plan and cover existing, proposed, and completed roadway improvements, as well as intersection improvements with 10-year growth potential. The project team and Town staff identified roadway and intersection projects with a projected total project cost (not impact fee eligible cost) of \$170,120,119 over three (3) Roadway Service Areas.

Recoverable Project Costs

Impact Fees are a one-time fee meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs within a ten-year window. With this consideration, the maximum assessable impact fee does not specifically cover the entire cost of a roadway, water, or wastewater project. The calculations that determine the percentage of a project's cost that is impact fee eligible are defined as the project's *recoverable cost*.

Roadway Recoverable Project Costs

The recoverable costs for roadway projects are calculated by first determining the net capacity of vehicle-miles supplied to support future growth within a 10-year window. This net capacity is then multiplied by the percentage of roadway capacity added attributable to this 10-year growth. This growth percentage is obtained through the derivation of a *transportation demand factor* (TDF), which computes the total vehicle-miles associated to a single land use development unit. The TDF is applied to both the net vehicle-miles supplied and the vehicle-mile growth projections to calculate the growth percentage needed to determine the total recoverable project costs, which total \$116,345,778 (pre-finance) over three (3) Roadway Service Areas. Per state law this recoverable cost is reduced to account for future ad valorem tax revenues from the new development.

Maximum Assessable Impact Fee Calculation

In simplest terms, the maximum impact fee allowable by law is calculated by dividing the recoverable cost of the Capital Improvement Plans by the number of new service units of development. In accordance with state law, both the cost of the Capital Improvement Plan and the number of new service units of development used in the equation

are based on the growth and corresponding capacity needs projected to occur within a 10-year window. This calculation is performed for each service area individually; each service area has a stand-alone Capital Improvement Plan and 10-year growth projection.

In practice, there are many factors that complicate this calculation. The maximum impact fee allowable by law for each service area is shown on the following page:

Roadway Service Area	Roadway Maximum Fee Per Single Family Dwelling ¹
A	\$3,041
B	\$17,974
C	\$15,976

Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of impact fees. A Capital Improvements Advisory Committee (CIAC) is required to review the Land Use Assumptions and Capacity Plan used in calculating the maximum fee, and to provide the Committee's findings for consideration by the Town Council. This CIAC also reviews the calculation and resulting maximum fees and provides its findings to the Town Council. The composition of the CIAC is required to have adequate representation of the building and development communities. In Flower Mound this is the Planning & Zoning Commission plus representatives from the Real Estate and Development communities. The Town Council then conducts a public hearing on the Land Use Assumptions, Capital Improvements Plan, and Impact Fee Ordinance.

Following policy adoption, the CIAC is tasked with advising the Town Council of the need to update the Land Use Assumptions or the Capital Improvements Plan at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

Chapter 395 of the Texas Local Government Code requires a total of two (2) public hearings before Council to approve an impact fee program. The first public hearing to discuss the land use assumptions and capacity plans was held on October 5, 2020. The second public hearing is scheduled to be held on February 1, 2021 with the intent of presenting a proposal for impact fee calculations and the adoption of an impact fee report (this study) and ordinance.

I. Introduction

Chapter 395 of the Texas Local Government Code describes the procedure Texas cities must follow in order to create and implement Impact Fees. Senate Bill 243 (SB 243) amended Chapter 395 in September 2001 to define an Impact Fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

Chapter 395 mandates that impact fees be reviewed and updated at least every five (5) years. Accordingly, the Town of Flower Mound has initiated a review of its Land Use Assumptions, Capital Improvement Plan (CIP), and Roadway Impact Fees. The Town has retained Kimley-Horn and Associates, Inc. to provide professional transportation engineering services for the 2020 update of their Roadway Impact Fees. This report includes the details of the Roadway Impact Fee calculation methodology in accordance with Chapter 395 and the adopted revisions to the Land Use Assumptions, Capital Improvement Plan, and refinement of the Land Use Equivalency Table.

This report introduces and references two of the basic inputs to the Roadway Impact Fee:

1. **Land Use Assumptions** (Pg. 2)
2. **Capital Improvement Plan** (Pg. 4)

Information from the Land Use Assumptions and this Capital Improvement Plan is used extensively throughout the remainder of the report.

This report consists of a detailed discussion of the methodology for the computation of impact fees and is broken down into two components:

1. **Methodology for Roadway Impact Fees** (Pg. 8)
2. **Roadway Impact Fee Calculation** (Pg. 19)

The components of the **Methodology for Roadway Impact Fee** include development of:

- Service Areas
- Service Units
- Cost Per Service Unit
- Cost of the CIP
- Service Unit Calculation

The components of the Roadway Impact Fee Calculation include:

- Maximum Assessable Impact Fee Per Service Unit
- Service Unit Demand Per Unit of Development

This report also includes a section concerning the **Plan for Awarding the Roadway Impact Fee Credit**. This plan, prepared by NewGen Strategies, details the maximum assessable impact fee per service unit the Town of Flower Mound may apply under Chapter 395 of the Texas Local Government Code.

The final section of the report is the **Conclusion**, which presents the findings of the update analysis and summarizes the report.

II. Roadway Impact Fee Calculation Inputs

A. Land Use Assumptions

In order to assess an impact fee, land use assumptions must be developed to provide the basis for population and employment growth projections within a political subdivision. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and population in the service area. The land use assumptions used in this report were developed and presented in a separate report titled 2020 Land Use Assumptions for Impact Fee Update (September 2020, Kimley-Horn and Associates, Inc.).

The future land use map and the geographic boundaries of the impact fee service areas for roadway facilities are shown in **Exhibit 1**. The Town of Flower Mound is divided into three (3) service areas, each based on a six (6) mile limit as required in Chapter 395.

Table 1 summarizes the residential and non-residential projections by service area within the Town of Flower Mound for 2020 and 2030. The Build Out projections are provided for reference purposes only. The information provided in **Table 1** was taken from the previously referenced 2020 Land Use Assumptions for Impact Fee Update.

Table 1. Residential and Non-Residential Projections for the Town of Flower Mound

Service Area	Year	Population	Units	Employment			
				Basic	Service	Retail	Total
A	2020	62,370	22,082	8,781,000	5,127,000	4,315,000	18,223,000
	2030	66,980	23,884	9,930,000	7,491,000	5,891,000	23,312,000
	Buildout	70,070	25,092	10,769,000	8,440,000	6,619,000	25,828,000
B	2020	11,775	4,169	41,000	477,000	115,000	633,000
	2030	12,108	4,299	41,000	537,000	115,000	693,000
	Buildout	13,154	4,708	41,000	547,000	140,000	728,000
C	2020	3,940	1,395	55,000	139,000	0	194,000
	2030	11,901	4,507	690,000	1,148,000	1,229,000	3,067,000
	Buildout	28,619	11,042	3,321,000	3,452,000	4,004,000	10,777,000
Total	2020	78,085	27,646	8,877,000	5,743,000	4,430,000	19,050,000
	2030	90,988	32,690	10,661,000	9,176,000	7,235,000	27,072,000
	Buildout	111,842	40,842	14,131,000	12,439,000	10,763,000	37,333,000

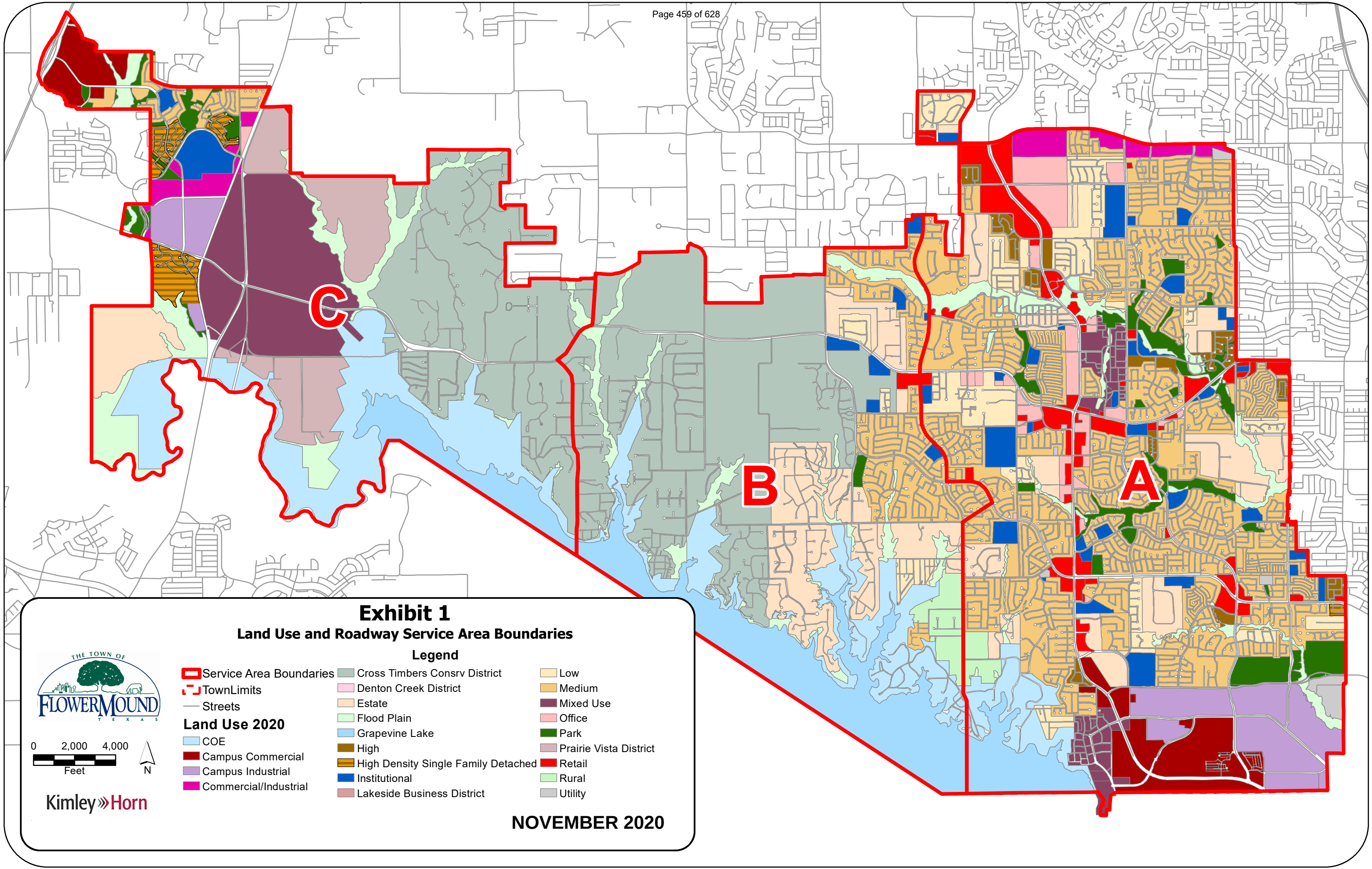


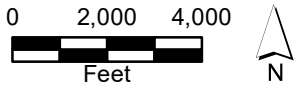
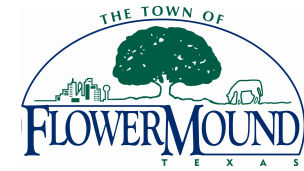
Exhibit 1

Land Use and Roadway Service Area Boundaries

Legend

- | | | |
|-------------------------|-------------------------------------|------------------------|
| Service Area Boundaries | Cross Timbers Consvr District | Low |
| Town Limits | Denton Creek District | Medium |
| Streets | Estate | Mixed Use |
| Land Use 2020 | Flood Plain | Office |
| COE | Grapevine Lake | Park |
| Campus Commercial | High | Prairie Vista District |
| Campus Industrial | High Density Single Family Detached | Retail |
| Commercial/Industrial | Institutional | Rural |
| | Lakeside Business District | Utility |

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B. Capital Improvement Plan

The Town has identified the Town-funded transportation projects needed to accommodate the projected growth within the Town. The Capital Improvement Plan (CIP) for Roadway Impact Fees is made up of the following:

- Recently completed projects with excess capacity available to serve new growth;
- Projects currently under construction; and
- All remaining projects needed to complete the Town's Master Thoroughfare Plan.

The CIP includes arterial and collector class roadway facilities as well as intersection improvements. All of the facilities are part of the currently adopted Master Thoroughfare Plan.

The CIP for Roadway Impact Fees for the 2020 Impact Fee Update is listed in **Table 2** and mapped in **Exhibit 2**. The table shows the length of each project as well as the facility's Master Thoroughfare Plan classification. The CIP was developed in conjunction with input from Town of Flower Mound staff and represents those projects that will be needed to accommodate the growth projected in the 2020 Land Use Assumptions for Impact Fee Update.

Table 2.A. Roadway Improvement Plan for Roadway Impact Fees – Service Area A

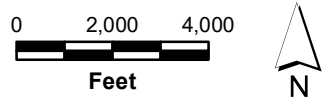
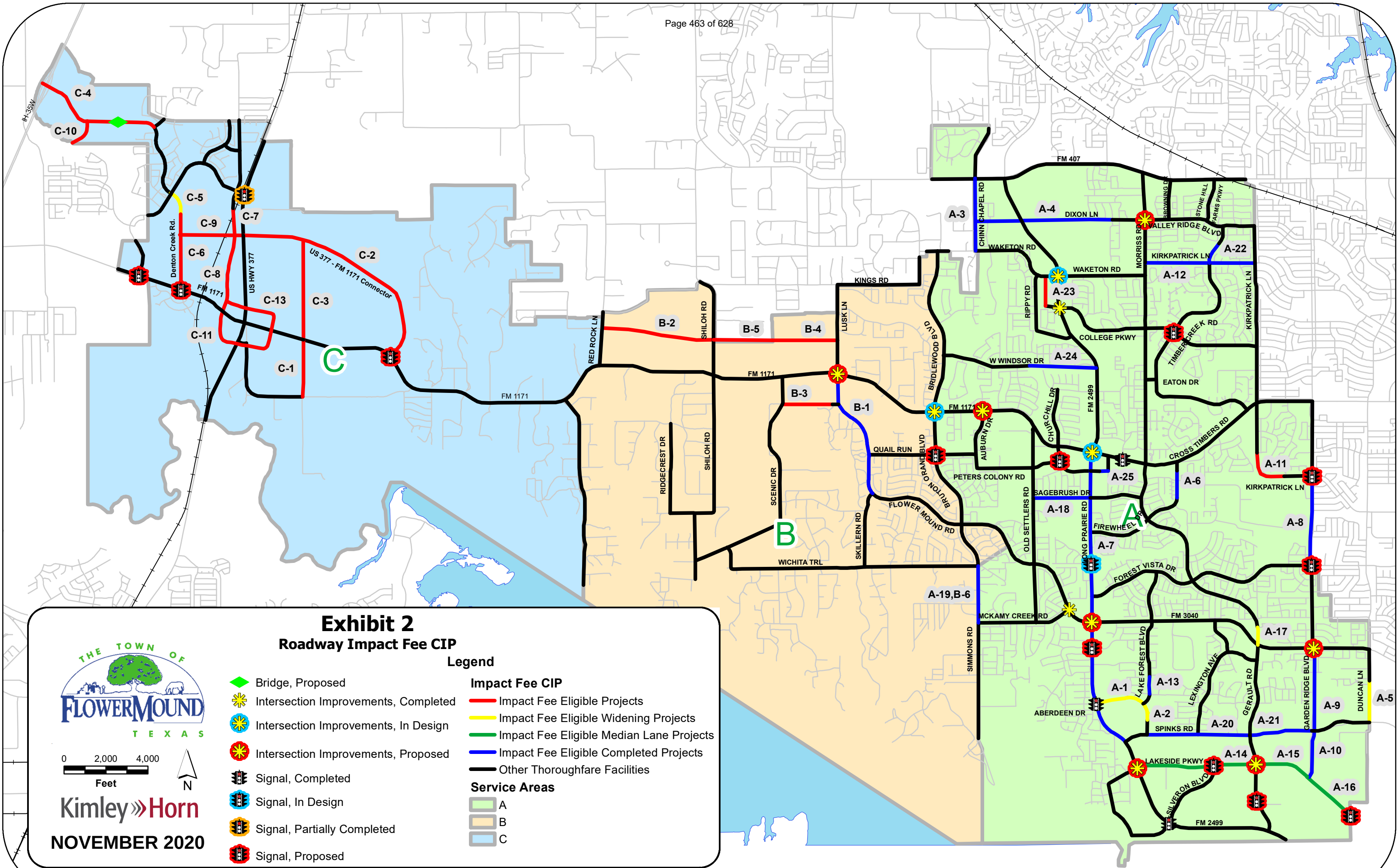
Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
Service Area A	A-1	UMAD	Aberdeen Dr	FM 2499 (Long Prairie Rd) to 1340' N of Spinks Rd	0.48	100%
	A-2	UMAD	Aberdeen Dr	1340' N of Spinks Rd to 700' N of Spinks Rd	0.12	100%
	A-3	UMAU	Chinn Chapel Rd	FM 407 (Justin Rd) to Waketon Rd	0.66	50%
	A-4	UMAD	Dixon Ln	Chinn Chapel Rd to Crestside Dr	1.24	100%
	A-5	UMAU	Duncan Ln	Honeysuckle Way to Spinks Rd	0.38	50%
	A-6	UMAU	Firewheel Dr	515' S of FM 1171 to 140' S of Hearthstone Dr	0.24	100%
	A-7	P6D	FM 2499 (Long Prairie Rd)	FM 1171 (Cross Timbers) to Spinks Rd	2.73	100%
	A-8	GUA	Garden Ridge Blvd	Bellaire Blvd to Forest Vista Dr	0.81	50%
	A-9	GUA	Garden Ridge Blvd	FM 3040 to Spinks Rd	0.75	100%
	A-10	GUA	Garden Ridge Blvd	Spinks Rd to Lakeside Pkwy	0.42	100%
	A-11	UC	Kirkpatrick Ln	Morriss Rd to Kirkpatrick Ln	0.99	100%
	A-12	UMAD	Kirkpatrick Ln	Spanish Oak Dr to 1310' W of Garden Ridge Blvd	0.41	100%
	A-13	UC	Lake Forest Blvd	75' S of Lincoln Ct to Foxborough Trail	0.15	100%
	A-14	P6D	Lakeside Pkwy	FM 2499 (Long Prairie Rd) to Gerault Rd	1.08	100%
	A-15	P6D	Lakeside Pkwy	Gerault Rd to Garden Ridge Blvd	0.50	100%
	A-16	P6D	Lakeside Pkwy	Garden Ridge Blvd to South Town Limit	0.53	100%
	A-17	UMAD	Morriss Rd	Mandarin Way to Flower Mound Rd	0.16	100%
	A-18	UC	Sagebrush Dr	Old Settlers Rd to FM 2499 (Long Prairie Rd)	0.51	100%
	A-19,B-6	UMAU	Simmons Rd	Wichita Trail to McKamy Creek Rd	0.51	50%
	A-20	UMAD	Spinks Rd	Aberdeen Dr to Gerault Rd	0.93	100%
	A-21	UMAD	Spinks Rd	Gerault Rd to Garden Ridge Blvd	0.56	100%
	A-22	UMAU	Timber Creek Rd	445' S of Glenn Hollow Ln to Kirkpatrick Ln	0.20	100%
	A-23	UC	Waketon/College Connector	Waketon Rd to College Pkwy	0.27	100%
	A-24	UC	Windsor Dr	Amy Ln to FM 2499 (Long Prairie Rd)	0.60	100%
	A-25	UC	Yucca Dr	440' E of FM 2499 to 460' S of FM 1171	0.08	100%
	S-1		Intersection	College Pkwy. at Timber Creek Rd.		100%
	S-2		Intersection	Bruton Orand Blvd. at Quail Run Rd.		50%
	S-3		Intersection	Churchill Dr. at Peters Colony Rd.		100%
	S-4		Intersection	Cross Timbers Rd. at Forums Dr.		100%
	S-5		Intersection	Garden Ridge Blvd. at Kirkpatrick Ln.		100%
	S-6		Intersection	FM 2499 (Long Prairie Rd.) at Chaparral Ln.		100%
	S-7		Intersection	Garden Ridge Blvd. at Forest Vista Rd.		100%
	S-8		Intersection	FM 2499 (Long Prairie Rd.) at Northshore Blvd.		100%
	S-9		Intersection	FM 2499 (Long Prairie Rd.) at Aberdeen Dr.		100%
	S-10		Intersection	Lakeside Pkwy. at Silveron Blvd.		100%
	S-11		Intersection	FM 2499 (Long Prairie Rd.) at Silveron Blvd.		100%
	S-12		Intersection	Gerault Rd. at Old Gerault Rd.		100%
	S-13		Intersection	Lakeside Pkwy. at Enterprise Dr.		100%
	I - 1		Intersection Improvement	Dixon Ln. at Morriss Rd.		100%
	I - 2		Right-turn lane - all directions	FM 2499 (Long Prairie Rd.) at Waketon Rd.		100%
	I - 3		Intersection Improvement	FM 2499 (Long Prairie Rd.) at College Pkwy.		100%
	I - 4		Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.		50%
	I - 5		Intersection Improvement	Cross Timbers Rd. at Auburn Dr.		100%
	I - 6		Westbound right-turn lane	Cross Timbers Rd. at FM 2499 (Long Prairie Rd.)		100%
	I - 7		Intersection Improvement	Flower Mound Rd. at McKamy Creek Rd.		100%
	I - 8		Second left-turn lane, EB and SB	Flower Mound Rd. at FM 2499 (Long Prairie Rd.)		100%
	I - 9		Intersection Improvement	Flower Mound Rd. at Garden Ridge Blvd.		100%
	I - 10		Intersection Improvement	FM 2499 (Long Prairie Rd.) at Lakeside Pkwy.		100%
	I-11		Intersection Improvement	Lakeside Pkwy. At Gerault Rd.		100%

Table 2.B. Roadway Improvement Plan for Roadway Impact Fees – Service Area B

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
Service Area B	B-1	UMAD	Flower Mound Rd	FM 1171 (Cross Timbers) to Skillern Rd	1.21	100%
	B-2	RC	Red Rock/Shiloh Connector	Red Rock Ln to Shiloh Rd	1.01	100%
	B-3	RC	Scenic /Flower Mound Connector	Scenic Dr to Alcott Ave	0.45	100%
	B-4	RC	Shiloh Rd/Lusk Ln Connector	2820' E of Shiloh Rd to Lusk Ln	0.58	100%
	B-5	RC	Shiloh Rd/Lusk Ln Connector	Shiloh Rd to 2820' E of Shiloh Rd	0.53	50%
	A-19,B-6	UMAU	Simmons Rd	Wichita Trail to McKamy Creek Rd	0.51	50%
	S-2		Intersection	Bruton Orand Blvd. at Quail Run Rd.		50%
	I - 4		Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.		50%
	I-12		Intersection Improvement	Cross Timbers Rd. at Flower Mound Rd.		100%

Table 2.C. Roadway Improvement Plan for Roadway Impact Fees – Service Area C

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
Service Area C	C-1	RC	CrossTimbers/Dunham Connector	Cross Timbers Rd to Dunham Rd	0.51	100%
	C-2	GRA	CrossTimbers/US 377 Connector1	US 377 to Cross Timbers Rd	2.14	100%
	C-3	RC	CrossTimbers/US 377 Connector2	CrossTimbers/US 377 Connector1 to Cross Timbers Rd	0.90	100%
	C-4	UMABL	Denton Creek Blvd	IH-35 Diamond Interchange to 120' NW of Prairie Ridge Rd	1.17	100%
	C-5	UMABL	Denton Creek Blvd	Canyon Falls Dr to 1155' S of Canyon Falls Dr	0.23	100%
	C-6	UMABL	Denton Creek Blvd	1155' S of Canyon Falls Dr to Cross Timbers Rd	0.68	100%
	C-7	UC	Stonecrest Rd	850' S of Canyon Falls Dr to UMAB 1	0.24	100%
	C-8	UC	Stonecrest Rd	UMAB 1 to Cross Timbers Rd	0.70	100%
	C-9	UMABL	UMAB 1	Denton Creek Blvd to US 377	0.57	100%
	C-10	UMABL	UMAB2	Denton Creek Blvd to West Town Limit	0.27	100%
	C-11	UC	Urban Collector 1	Cross Timbers Road to Cross Timbers Rd	0.83	100%
	C-12	UC	Urban Collector 1	Stonecrest Rd to Cross Timbers Rd	0.59	100%
	S-14		Intersection	US 377 at Canyon Falls Dr.		100%
	S-15		Intersection	Cross Timbers Rd. at Canyon Falls Dr.		50%
	S-16		Intersection	Cross Timbers Rd. at Denton Creek Blvd.		100%
	S-17		Intersection	Cross Timbers Rd. at Cross Timbers/US 377 Connector 1		100%



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III. Methodology for Roadway Impact Fees

A. Service Areas

The three (3) service areas used in the 2020 Roadway Impact Fee Update are shown in the previously referenced **Exhibit 1**. These service areas cover the entire corporate boundary of the Town of Flower Mound. Chapter 395 of the Texas Local Government Code specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” The roadway service areas used in the 2020 Roadway Impact Fee Update are the same as in the previous impact fee update (adopted in 2015).

B. Service Units

The “service unit” is a measure of consumption or use of the roadway facilities by new development. In other words, it is the measure of supply and demand for roads in the Town. For transportation purposes, the service unit is defined as a vehicle-mile.

Another aspect of the service unit is the service volume that is provided (supplied) by a lane-mile of roadway facility. This number, also referred to as capacity, is a function of the facility type, facility configuration, number of lanes, and level of service. Below is the definition for vehicle-mile.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length. The PM Peak is commonly used as the basis for transportation planning and the estimation of trips caused by new development.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the Flower Mound Thoroughfare Plan (see **Appendix B**).

Total Vehicle-Miles of Demand: Based on the 10-year growth projections. The demand is equal to PM Trip Rate (trips) * Trip Length (miles).

The hourly service volumes used in the Roadway Impact Fee Update are based upon Thoroughfare Capacity Criteria published by the North Central Texas Council of Governments (NCTCOG) and applied to the Town of Flower Mound. **Tables 3A** and **3B** shows the service volumes as a function of the facility type.

Table 3A. Level of Use for Proposed Facilities
(used in Appendix B – CIP Units of Supply)

Roadway Type (MTP Classifications)	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
P6D – Major Arterial	Divided	750
GUA – Greenway Urban Arterial	Divided	650
GRA – Greenway Rural Arterial	Divided	650
UMAD – Urban Minor Arterial	Divided	650
UMABL* – Urban Minor Arterial	Divided	650
UMAU – Urban Minor Arterial	Undivided	525
UC – Urban Collector	Undivided	425
RC – Rural Collector	Undivided	425

*(BL) – Facilities with bike lanes

Table 3B. Level of Use for Existing Facilities
(used in Appendix C – Existing Facilities Inventory)

Roadway Type	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
7U	Seven lane undivided (TWLTL)	750
6D	Six lane divided	750
5U	Five lane undivided (TWLTL)	625
4D	Four lane divided	650
4U	Four lane undivided	525
3U	Three lane undivided (TWLTL)	525
2U-H	High Speed, Limited Access Two lane	750
2U	Two lane undivided	475
2U-R	Rural Cross-Section (i.e. gravel, dirt, etc.)	150

C. Cost Per Service Unit

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Roadway Impact Fee, this is the cost for each vehicle-mile of travel. This cost per service unit is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel at a level of service corresponding to the Town's standards. The cost per service unit is calculated for each service area based on a specific list of projects within that service area.

The second component of the cost per service unit is the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period. Chapter 395 requires that impact fees be assessed only to pay for growth projected to occur in the Town limits within the next ten-years, a concept that will be covered in a later section of this report (see **Section III.E**). As noted earlier, the units of demand are vehicle-miles of travel.

D. Cost of the CIP

The costs that may be included in the cost per service unit are all of the implementation costs for the Roadway Impact Fee Update, as well as project costs for arterial system elements within the Capital Improvement Plan. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "...including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;
3. Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the Capital Improvement Plan who is not an employee of the political subdivision."

The engineer's opinion of the probable costs of the projects in the CIP is based, in part, on the calculation of a unit cost of construction. This means that a cost per linear foot of roadway is calculated based on an average price for the various components of roadway construction. This allows the probable cost to be determined by the type of facility being constructed, the number of lanes, and the length of the project. The costs for location-specific items such as bridges, highway ramps, drainage structures, and any other special components are added to each project as appropriate. In addition, based upon discussions with Town of Flower Mound staff, projects in which the Town has contributed a portion of the total project cost have been included in the CIP as lump sum costs. The following is a detailed description of the costing worksheet/methodology for the Roadway Impact Fee CIP.

1. Overview of Roadway Impact Fee CIP Costing Worksheets

For each project a specific costing worksheet was developed (see **Appendix A**). Each worksheet contained the following four (4) main components:

- Project Information,
- Construction Pay Items,
- Construction Component Allowances and
- Summary of Costs and Allowances

Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 10/16/2020

Project Information

Project Information:		Description:	Project No.	A-2
Name:	Aberdeen Dr	This project consists of the widening of the existing two-lane concrete facility into a four-lane divided Urban Minor Arterial.		
Limits:	1340' N of Spinks Rd to 700' N of Spinks Rd			
Impact Fee Class:	UMAD (1/2)			
Ultimate Class:	UMAD			
Length (lf):	655			
Service Area(s):	A			

Construction Pay Items

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
112	Unclassified Street Excavation	946	CY	\$ 27.00	\$ 25,545
212	10" Lime Stabilization	2,038	SY	\$ 15.00	\$ 30,567
312	8" Reinforced Concrete	1,892	SY	\$ 73.00	\$ 138,132
412	Block Sod with 4" Topsoil (with sidewalk)	509	SY	\$ 10.00	\$ 5,094
512	4' Sidewalk	2,620	SF	\$ 8.00	\$ 20,960
Paving Construction Cost Subtotal:					\$ 220,298

Construction Component Allowances

Major Construction Component Allowances**:				
Item Description	Notes	Allowance		Item Cost
✓ Prep ROW		5%	\$	11,015
✓ Traffic Control	Construction Phase Traffic Control	15%	\$	33,045
✓ Pavement Markings/Markers		5%	\$	11,015
✓ Roadway Drainage	Standard Internal System	35%	\$	77,104
✓ Special Drainage Structures	None Anticipated	\$0	\$	-
✓ Water	Minor Adjustments	5%	\$	11,015
✓ Sewer	Minor Adjustments	5%	\$	11,015
✓ Establish Turf / Erosion Control		2%	\$	4,406
✓ Illumination	Standard Illumination System	6%	\$	13,218
Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal: \$ 171,833
Paving and Allowance Subtotal:				\$ 392,131
Construction Contingency: 15%				\$ 58,820
Construction Cost TOTAL:				\$ 451,000

Summary of Costs and Allowances

Impact Fee Project Cost Summary				
Item Description	Notes:	Allowance		Item Cost
Construction:		-	\$	451,000
Engineering/Survey/Testing:		20%	\$	90,200
Mobilization		6%	\$	27,060
ROW/Easement Acquisition:	Existing Alignment	15%	\$	67,650
Impact Fee Project Cost TOTAL:				\$ 636,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound. The planning level cost projections shall not supersede the Town's Design Criteria and Construction Standards in the Code of Ordinances or the determination of the Town Engineer for a specific project.

2. Project Information

In order to correctly estimate the cost of a roadway project, several attributes are first identified:

- Project Number – Identifies which Service Area the project is in with a corresponding number. The corresponding number does not represent any prioritizations and is used only to identify projects. For example, Project A-10 is in Service Area A and is the 10th project on the list.
- Name – A unique identifier for each project. In some cases where roadway names are unknown the connecting limits may be used such as US 377 – FM 1171.
- Limits – Represents the beginning and ending location for each project.
- Impact Fee Class – The costing class to be used in the analysis. The impact fee class provides the width for the various elements in the roadway. The construction costs are variable, based on the proposed Thoroughfare Plan classification of the roadway. For example, UMAU stands for Urban Minor Arterial Undivided. A UMAU Impact Fee Class means the entire roadway is to be constructed. Additional classifications are utilized in cases where a portion of the facility currently exists and the road is only to be widened. The following notations are used for these projects:
 - “(1/2)” for facilities where half the facility still needs to be constructed;
 - “(1/6)” for future six-lane principal arterial facilities where one additional lane is needed
 - “(1/3)” for future six-lane principal arterial facilities where two additional median lanes are needed
 - “(2/3)” for future six-lane principal arterial facilities where four additional lanes are needed
- Ultimate Class – The functional classification on Flower Mound's Thoroughfare Plan.
- Length (ft) – The distance measured in feet that is used to cost out the project.
- Service Area(s) – Represents the service areas where the project is located.
- Description – Used to describe the project type assumed in the costing such as a widening or reconstruction.

3. Construction Pay Items

A typical roadway project consists of a number of costs, including the following: planning, survey, design engineering, permitting, right-of way acquisition, construction and inspection. While the construction cost component of a project may actually consist of approximately 100 various pay items, a simplified approach was used for developing the conceptual level project costs. Each new project's construction cost was divided into three cost components: roadway construction cost, major construction component allowances, and summary of cost and allowances.

4. Construction Component Allowances

A percentage of the paving construction cost is allotted for various major construction component allowances, as appropriate. These allowances include traffic control, pavement markings and signage, roadway drainage, illumination, minor water and sewer adjustments, landscaping and irrigation. These allowance percentages are also based on historical data.

In addition, lump sum dollar allowances are provided for special drainage structures, railroad crossings, and intersection improvements where needs are anticipated. The paving and allowance subtotal is given a fifteen percent (15%) contingency.

5. Summary of Cost and Allowances

To determine the total Impact Fee Project Cost, twenty percent (20%) of the construction cost total is added for engineering, surveying, and testing. An additional six percent (6%) of the construction cost total is added for mobilization.

Percentages are also allotted for ROW/easement acquisition. ROW/easement acquisition was based on whether the project was an existing alignment or future alignment. For an existing alignment, the ROW/easement acquisition cost was provided an allotment equal to 15% of the construction cost total. For a new alignment, the ROW/easement acquisition cost was equal to 30% of the construction cost total. The value for ROW/easement acquisition is an estimated contribution allocation and does not represent actual ROW/easement acquisition needs.

The Impact Fee Project Cost Total is the Construction Cost Total plus engineering, surveying, testing, and inspection; plus ROW/easement acquisition; and minus roadway escrow agreements.

Table 4.A – 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area A

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
Service Area A	A-1	UMAD	Aberdeen Dr	FM 2499 (Long Prairie Rd) to 1340' N of Spinks Rd	0.48	100%	\$ 1,454,821	\$ 1,454,821
	A-2	UMAD	Aberdeen Dr	1340' N of Spinks Rd to 700' N of Spinks Rd	0.12	100%	\$ 636,000	\$ 636,000
	A-3	UMAU	Chinn Chapel Rd	FM 407 (Justin Rd) to Waketon Rd	0.66	50%	\$ 2,728,803	\$ 1,364,402
	A-4	UMAD	Dixon Ln	Chinn Chapel Rd to Crestside Dr	1.24	100%	\$ 5,297,438	\$ 5,297,438
	A-5	UMAU	Duncan Ln	Honeysuckle Way to Spinks Rd	0.38	50%	\$ 562,532	\$ 281,266
	A-6	UMAU	Firewheel Dr	515' S of FM 1171 to 140' S of Hearthstone Dr	0.24	100%	\$ 603,525	\$ 603,525
	A-7	P6D	FM 2499 (Long Prairie Rd)	FM 1171 (Cross Timbers) to Spinks Rd	2.73	100%	\$ 1,515,721	\$ 1,515,721
	A-8	GUA	Garden Ridge Blvd	Bellaire Blvd to Forest Vista Dr	0.81	50%	\$ 1,146,031	\$ 573,016
	A-9	GUA	Garden Ridge Blvd	FM 3040 to Spinks Rd	0.75	100%	\$ 1,891,126	\$ 1,891,126
	A-10	GUA	Garden Ridge Blvd	Spinks Rd to Lakeside Pkwy	0.42	100%	\$ 2,504,704	\$ 2,504,704
	A-11	UC	Kirkpatrick Ln	Morriss Rd to Kirkpatrick Ln	0.99	100%	\$ 3,794,884	\$ 3,794,884
	A-12	UMAD	Kirkpatrick Ln	Spanish Oak Dr to 1310' W of Garden Ridge Blvd	0.41	100%	\$ 5,243,000	\$ 5,243,000
	A-13	UC	Lake Forest Blvd	75' S of Lincoln Ct to Foxborough Trail	0.15	100%	\$ 1,400,601	\$ 1,400,601
	A-14	P6D	Lakeside Pkwy	FM 2499 (Long Prairie Rd) to Gerault Rd	1.08	100%	\$ 4,375,554	\$ 4,375,554
	A-15	P6D	Lakeside Pkwy	Gerault Rd to Garden Ridge Blvd	0.50	100%	\$ 2,018,856	\$ 2,018,856
	A-16	P6D	Lakeside Pkwy	Garden Ridge Blvd to South Town Limit	0.53	100%	\$ 2,145,590	\$ 2,145,590
	A-17	UMAD	Morriss Rd	Mandarin Way to Flower Mound Rd	0.16	100%	\$ 1,009,492	\$ 1,009,492
	A-18	UC	Sagebrush Dr	Old Settlers Rd to FM 2499 (Long Prairie Rd)	0.51	100%	\$ 3,209,771	\$ 3,209,771
	A-19,B-6	UMAU	Simmons Rd	Wichita Trail to McKamy Creek Rd	0.51	50%	\$ 1,128,789	\$ 564,395
	A-20	UMAD	Spinks Rd	Aberdeen Dr to Gerault Rd	0.93	100%	\$ 448,253	\$ 448,253
	A-21	UMAD	Spinks Rd	Gerault Rd to Garden Ridge Blvd	0.56	100%	\$ 968,297	\$ 968,297
	A-22	UMAU	Timber Creek Rd	445' S of Glenn Hollow Ln to Kirkpatrick Ln	0.20	100%	\$ 690,850	\$ 690,850
	A-23	UC	Waketon/College Connector	Waketon Rd to College Pkwy	0.27	100%	\$ 1,353,000	\$ 1,353,000
	A-24	UC	Windsor Dr	Amy Ln to FM 2499 (Long Prairie Rd)	0.60	100%	\$ 1,058,867	\$ 1,058,867
	A-25	UC	Yucca Dr	440' E of FM 2499 to 460' S of FM 1171	0.08	100%	\$ 214,416	\$ 214,416
	S-1		Intersection	College Pkwy. at Timber Creek Rd.		100%	\$ 275,000	\$ 275,000
	S-2		Intersection	Bruton Orand Blvd. at Quail Run Rd.		50%	\$ 275,000	\$ 137,500
	S-3		Intersection	Churchill Dr. at Peters Colony Rd.		100%	\$ 990,000	\$ 990,000
	S-4		Intersection	Cross Timbers Rd. at Forums Dr.		100%	\$ 179,000	\$ 179,000
	S-5		Intersection	Garden Ridge Blvd. at Kirkpatrick Ln.		100%	\$ 275,000	\$ 275,000
	S-6		Intersection	FM 2499 (Long Prairie Rd.) at Chaparral Ln.		100%	\$ 375,000	\$ 375,000
	S-7		Intersection	Garden Ridge Blvd. at Forest Vista Rd.		100%	\$ 275,000	\$ 275,000
	S-8		Intersection	FM 2499 (Long Prairie Rd.) at Northshore Blvd.		100%	\$ 275,000	\$ 275,000
	S-9		Intersection	FM 2499 (Long Prairie Rd.) at Aberdeen Dr.		100%	\$ 380,000	\$ 380,000
	S-10		Intersection	Lakeside Pkwy. at Silveron Blvd.		100%	\$ 275,000	\$ 275,000
	S-11		Intersection	FM 2499 (Long Prairie Rd.) at Silveron Blvd.		100%	\$ 390,000	\$ 390,000
	S-12		Intersection	Gerault Rd. at Old Gerault Rd.		100%	\$ 275,000	\$ 275,000
	S-13		Intersection	Lakeside Pkwy. at Enterprise Dr.		100%	\$ 275,000	\$ 275,000
	I - 1		Intersection Improvement	Dixon Ln. at Morriss Rd.		100%	\$ 375,000	\$ 375,000
	I - 2		Right-turn lane - all directions	FM 2499 (Long Prairie Rd.) at Waketon Rd.		100%	\$ 1,473,000	\$ 1,473,000
	I - 3		Intersection Improvement	FM 2499 (Long Prairie Rd.) at College Pkwy.		100%	\$ 333,000	\$ 333,000
	I - 4		Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.		50%	\$ 375,000	\$ 187,500
	I - 5		Intersection Improvement	Cross Timbers Rd. at Auburn Dr.		100%	\$ 375,000	\$ 375,000
I - 6		Westbound right-turn lane	Cross Timbers Rd. at FM 2499 (Long Prairie Rd.)		100%	\$ 492,000	\$ 492,000	
I - 7		Intersection Improvement	Flower Mound Rd. at McKamy Creek Rd.		100%	\$ 336,000	\$ 336,000	
I - 8		Intersection Improvement	Flower Mound Rd. at FM 2499 (Long Prairie Rd.)		100%	\$ 2,210,000	\$ 2,210,000	
I - 9		Intersection Improvement	Flower Mound Rd. at Garden Ridge Blvd.		100%	\$ 375,000	\$ 375,000	
I - 10		Intersection Improvement	FM 2499 (Long Prairie Rd.) at Lakeside Pkwy.		100%	\$ 375,000	\$ 375,000	
I-11		Intersection Improvement	Lakeside Pkwy. At Gerault Rd.		100%	\$ 375,000	\$ 375,000	
	Service Area Project Cost Subtotal							\$ 55,900,844
	2020 Roadway Impact Fee Update Cost Per Service Area							\$ 30,000
	Total Cost in SERVICE AREA A							\$ 55,930,844

**Table 4.B – 10-Year Capital Improvement Plan for Roadway Impact Fees
with Conceptual Level Project Cost Projections – Service Area B**

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
Service Area B	B-1	UMAD	Flower Mound Rd	FM 1171 (Cross Timbers) to Skillern Rd	1.21	100%	\$ 680,380	\$ 680,380
	B-2	RC	Red Rock/Shiloh Connector	Red Rock Ln to Shiloh Rd	1.01	100%	\$ 6,845,000	\$ 6,845,000
	B-3	RC	Scenic /Flower Mound Connector	Scenic Dr to Alcott Ave	0.45	100%	\$ 3,067,000	\$ 3,067,000
	B-4	RC	Shiloh Rd/Lusk Ln Connector	2820' E of Shiloh Rd to Lusk Ln	0.58	100%	\$ 3,945,000	\$ 3,945,000
	B-5	RC	Shiloh Rd/Lusk Ln Connector	Shiloh Rd to 2820' E of Shiloh Rd	0.53	50%	\$ 3,611,000	\$ 1,805,500
	A-19,B-6	UMAU	Simmons Rd	Wichita Trail to McKamy Creek Rd	0.51	50%	\$ 1,128,789	\$ 564,395
	S-2		Intersection	Bruton Orand Blvd. at Quail Run Rd.		50%	\$ 275,000	\$ 137,500
	I - 4		Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.		50%	\$ 230,000	\$ 115,000
	I-12		Intersection Improvement	Cross Timbers Rd. at Flower Mound Rd.		100%	\$ 375,000	\$ 375,000
	Service Area Project Cost Subtotal							\$ 17,534,775
	2020 Roadway Impact Fee Update Cost Per Service Area							\$ 30,000
Total Cost in SERVICE AREA B								\$ 17,564,775

**Table 4.C – 10-Year Capital Improvement Plan for Roadway Impact Fees
with Conceptual Level Project Cost Projections – Service Area C**

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
Service Area C	C-1	RC	CrossTimbers/Dunham Connector	Cross Timbers Rd to Dunham Rd	0.51	100%	\$ 3,483,000	\$ 3,483,000
	C-2	GRA	CrossTimbers/US 377 Connector1	US 377 to Cross Timbers Rd	2.14	100%	\$ 22,005,000	\$ 22,005,000
	C-3	RC	CrossTimbers/US 377 Connector2	CrossTimbers/US 377 Connector1 to Cross Timbers Rd	0.90	100%	\$ 6,090,000	\$ 6,090,000
	C-4	UMABL	Denton Creek Blvd	IH-35 Diamond Interchange to 120' NW of Prairie Ridge Rd	1.17	100%	\$ 28,014,000	\$ 28,014,000
	C-5	UMABL	Denton Creek Blvd	Canyon Falls Dr to 1155' S of Canyon Falls Dr	0.23	100%	\$ 1,435,000	\$ 1,435,000
	C-6	UMABL	Denton Creek Blvd	1155' S of Canyon Falls Dr to Cross Timbers Rd	0.68	100%	\$ 4,323,000	\$ 4,323,000
	C-7	UC	Stonecrest Rd	850' S of Canyon Falls Dr to UMAB 1	0.24	100%	\$ 3,137,000	\$ 3,137,000
	C-8	UC	Stonecrest Rd	UMAB 1 to Cross Timbers Rd	0.70	100%	\$ 5,437,000	\$ 5,437,000
	C-9	UMABL	UMAB 1	Denton Creek Blvd to US 377	0.57	100%	\$ 4,444,000	\$ 4,444,000
	C-10	UMABL	UMAB2	Denton Creek Blvd to West Town Limit	0.27	100%	\$ 3,512,000	\$ 3,512,000
	C-11	UC	Urban Collector 1	Cross Timbers Road to Cross Timbers Rd	0.83	100%	\$ 10,995,000	\$ 10,995,000
	C-12	UC	Urban Collector 1	Stonecrest Rd to Cross Timbers Rd	0.59	100%	\$ 4,577,000	\$ 4,577,000
	S-14		Intersection	US 377 at Canyon Falls Dr.		100%	\$ 205,000	\$ 205,000
	S-15		Intersection	Cross Timbers Rd. at Canyon Falls Dr.		50%	\$ 275,000	\$ 137,500
	S-16		Intersection	Cross Timbers Rd. at Denton Creek Blvd.		100%	\$ 275,000	\$ 275,000
	S-17		Intersection	Cross Timbers Rd. at Cross Timbers/US 377 Connector 1		100%	\$ 275,000	\$ 275,000
							Service Area Project Cost Subtotal	
						2020 Roadway Impact Fee Update Cost Per Service Area		\$ 30,000
						Total Cost in SERVICE AREA C		\$ 98,374,500
						Total CIP COST		\$ 170,120,119

Notes:

- The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.
- The planning level cost projections shall not supersede the Town's design standards contained within the Subdivision Ordinance or the determination of the Town Engineer for a specific project.
- The project cost total within each Service Area may differ from the total shown in the Summary sheets contained within **Appendix A** due to some projects that are split between multiple service areas.

E. Service Unit Calculation

The basic service unit for the computation of Flower Mound's roadway impact fees is the vehicle-mile of travel during the evening peak-hour. To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year period.

The growth in vehicle-miles from 2020 to 2030 is based upon projected changes in residential and non-residential growth for the period. In order to determine this growth, baseline estimates of population, basic square feet, service square feet, and retail square feet for 2020 were made by the Town, along with projections for each of these demographic statistics through 2030. The Land Use Assumptions for 2020 Impact Fee Update details the growth estimates used for the impact fee determination.

The residential and non-residential statistics in the Land Use Assumptions provide the “independent variables” that are used to calculate the existing (2020) and projected (2030) transportation service units used to establish the roadway impact fee maximum rates within each service area. The roadway demand service units (vehicle-miles) for each service area are the sum of the vehicle-miles “generated” by each category of land use in the service area.

For the purpose of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected population is converted to dwelling units. The number of dwelling units in each service area is multiplied by a transportation demand factor to compute the vehicle-miles of travel that occur during the evening peak hour. This factor computes the average amount of demand caused by the residential land uses in the service area. The transportation demand factor is discussed in more detail below.

For non-residential land uses, the process is similar. The Land Use Assumptions provide existing and projected number of building square footages for three (3) categories of non-residential land uses – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

Building square footage is the most common independent variable for the estimation of non-residential trips in the Institute of Transportation Engineers’ (ITE) Trip Generation Manual, 10th Edition. This characteristic is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development or development modification that would require the assessment of an impact fee.

The existing and projected Land Use Assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a transportation demand factor is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The transportation demand factors are aggregate rates derived from two sources – the ITE Trip Generation Manual, 10th Edition and the latest Regional Origin-Destination Travel Survey performed by NCTCOG. ITE’s Trip Generation Manual, 10th Edition provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. These trips are called pass-by trips, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double counting trips.

The next component of the transportation demand factor accounts for the length of each trip. The average trip length for each category is based on the region-wide travel characteristics survey conducted by NCTCOG.

The computation of the *transportation demand factor* is detailed in the following equation:

$$TDF = T * (1 - P_b) * L_{\max}$$

where... $L_{\max} = \min (L * OD \text{ or } SA_L)$

Variables:

- TDF = Transportation Demand Factor,
- T = Trip Rate (peak hour trips / unit),
- P_b = Pass-By Discount (% of trips),
- L_{max} = Maximum Trip Length (miles),
- L = Average Trip Length (miles), and
- OD = Origin-Destination Reduction (50%)
- SA_L = Max Service Area Trip Length (see **Table 5**)

The maximum trip length was limited to six (6) miles based on the maximum trip length within each service area. Chapter 395 of the Texas Local Government Code allows for a service area of six (6) miles, and the service areas within Flower Mound are approximately six (6) miles in distance.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Roadway Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Flower Mound to both residential and non-residential land uses. To avoid counting these trips as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is assessed to each land use. This methodology is consistent with that used in the National Household Travel Survey.

Table 5 shows the derivation of the Transportation Demand Factor for the residential land uses and the three (3) non-residential land use categories. The values utilized for all variables shown in the transportation demand factor equation are also shown in the table.

Table 5. Transportation Demand Factor Calculations

Variable	Residential (ITE 210)	Basic (ITE 110)	Service (ITE 710)	Retail (ITE 820)
T	.99	0.63	1.15	3.81
P _b	0%	0%	0%	34%
L	9.79	10.02	14.65	5.60
L _{max} *	4.90	5.01	6.00	2.80
TDF	4.85	3.16	6.90	7.04

The application of the demographic projections and the transportation demand factors are presented in the 10-Year Growth Projections in **Table 6**. This table shows the total vehicle-miles by service area for the years 2020 and 2030. These estimates and projections lead to the Vehicle-Miles of Travel for both 2020 and 2030.

Table 6. 10-Year Growth Projections

Year 2020

SERVICE AREA	RESIDENTIAL VEHICLE-MILES			SQUARE FEET ⁴			TRANS. DEMAND FACTOR ⁵				NON-RESIDENTIAL VEHICLE-MILES ⁹				TOTAL VEHICLE MILES ¹⁰
	DWELLING UNITS ¹	TDF ²	VEHICLE MILES ³	BASIC	SERVICE	RETAIL	BASIC ⁶	SERVICE ⁷	RETAIL ⁸	BASIC	SERVICE	RETAIL	TOTAL		
			0.99				0.63	1.15	2.51						
A	22,082	4.85	107,098	8,781,000	5,127,000	4,315,000	3.16	6.90	7.04	27,748	35,376	30,381	93,505	200,603	
B	4,169	4.85	20,220	41,000	477,000	115,000	3.16	6.90	7.04	130	3,291	810	4,231	24,451	
C	1,395	4.85	6,766	55,000	139,000	0	3.16	6.90	7.04	174	959	0	1,133	7,989	
Totals	27,646		134,083	8,877,000	5,743,000	4,430,000				28,052	39,626	31,191	98,869	232,952	

Year 2030

SERVICE AREA	RESIDENTIAL VEHICLE-MILES			SQUARE FEET ⁴			TRANS. DEMAND FACTOR ⁵				NON-RESIDENTIAL VEHICLE-MILES ⁹			TOTAL VEHICLE MILES ¹⁰
	DWELLING UNITS ¹	TDF ²	VEHICLE MILES ³	BASIC	SERVICE	RETAIL	BASIC ⁶	SERVICE ⁷	RETAIL ⁸	BASIC	SERVICE	RETAIL		
A	23,884	0.99	115,837	9,930,000	7,491,000	5,891,000	0.63	1.15	3.81					
B	4,299	4.85	20,850	41,000	537,000	115,000	3.16	6.90	7.04	31,379	51,688	41,478	124,545	
C	4,507	4.85	21,859	690,000	1,148,000	1,229,000	3.16	6.90	7.04	130	3,705	810	4,645	
Totals	32,690		158,547	10,661,000	9,176,000	7,235,000				33,689	63,314	50,941	147,944	
													306,491	

VEHICLE-MILES OF INCREASE¹¹ (2020 - 2030)

SERVICE AREA	VEH-MILES
A	39,780
B	1,045
C	32,714
Total	73,538

Notes:

- ¹ From Land Use Assumptions for 2020 Impact Fees Update Report
- ² Transportation Demand Factor for each Service Area (from LUVMET) using Single Family Detached Housing land use and trip generation rate
- ³ Calculated by multiplying TDF by the number of dwelling units
- ⁴ Trip generation rate and Transportation Demand Factors from LUVMET for each land use
- ⁵ 'Basic' corresponds to General Light Industrial land use and trip generation rate
- ⁶ 'Service' corresponds to General Office land use and trip generation rate
- ⁷ 'Retail' corresponds to Shopping Center land use and trip generation rate
- ⁸ Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use
- ⁹ Residential plus non-residential vehicle-mile totals for each Service Area
- ¹⁰ Total Vehicle-Miles (2020) subtracted from Total Vehicle-Miles (2030)

IV. Roadway Impact Fee Calculation

A. Maximum Assessable Impact Fee Per Service Unit

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Roadway Impact Fee CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the 10-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. **Table 7** illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation.

Table 7. Maximum Assessable Roadway Impact Fee Computation

Line	Title	Description
1	<i>Total Vehicle-Miles of Capacity Added by the CIP</i>	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from Appendix B – CIP Service Units of Supply)

Each project identified in the Impact Fee CIP will add a certain amount of capacity to the Town's roadway network based on its length and classification. This line displays the total amount added within each service area.

2	<i>Total Vehicle-Miles of Existing Demand</i>	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added (from Appendix B – CIP Service Units of Supply)
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A number of facilities identified in the Impact Fee CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

3	<i>Total Vehicle-Miles of Existing Deficiencies</i>	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from Appendix C – Existing Roadway Facilities Inventory)
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In order to ensure that existing deficiencies on the Town's roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient – even those not identified on the Impact Fee CIP – will have these additional vehicle-miles removed from the calculation.

4	<i>Net Amount of Vehicle-Miles of Capacity Added</i>	A measurement of the number of vehicle-miles added by the CIP that will not be utilized by existing demand (Line 1 – Line 2 – Line 3)
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This calculation identifies the portion of the Impact Fee CIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

5	<i>Total Cost of the CIP within the Service Area</i>	The total cost of the projects within each service area (from Table 4 : 10-Year Capital Improvement Plan with Conceptual Level Cost Opinions)
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This line simply identifies the total cost of all projects identified in each service area.

6	<i>Cost of Net Capacity Supplied</i>	The total CIP cost (Line 5) prorated by the ratio of Net Capacity Added (Line 4) to Total Capacity Added (Line 1). $[(\text{Line 4} / \text{Line 1}) * (\text{Line 5})]$
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Using the ratio of vehicle-miles added by the Roadway Impact Fee CIP available to serve future growth to the total vehicle-miles added, the total cost of the CIP is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	<i>Cost to Meet Existing Needs and Usage</i>	The difference between the Total Cost of the CIP (Line 5) and the Cost of the Net Capacity supplied (Line 6). (Line 5 – Line 6)
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This line is provided for informational purposes only – it is to present the portion of the total cost of the Roadway Impact Fee CIP that is required to meet existing demand.

8	<i>Total Vehicle-Miles of New Demand over Ten Years</i>	Based upon the growth projection provided in the Land Use Assumptions , an estimate of the number of new vehicle-miles within the service area over the next ten years (from Table 6)
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This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	<i>Percent of Capacity Added Attributable to New Growth</i>	The result of dividing Total Vehicle-Miles of New Demand (Line 8) by the Net Amount of Capacity Added (Line 4), limited to 100% (Line 10). This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth.
10	<i>Chapter 395 Check</i>	

In order to ensure that the vehicle-miles added by the Roadway Impact Fee CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the number of vehicle-miles added by the Roadway Impact Fee CIP exceeds the growth projected to occur in the next ten years, the Roadway Impact Fee CIP cost is reduced accordingly.

11	<i>Cost of Capacity Added Attributable to New Growth</i>	The result of multiplying the Cost of Net Capacity Added (Line 6) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (Line 9).
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This value is the total Impact Fee CIP project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

A. Plan For Awarding the Roadway Impact Fee Credit

Chapter 395 of the Texas Local Government Code requires the Capital Improvement Plan for Roadway Impact Fees contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code states:

“(7) A plan for awarding:

- (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
- (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan...”

The plan following 395.014(7)(A) is summarized, as prepared by NewGen Strategies, in **Appendix D** and **E**, Plan for Awarding the Roadway Impact Fee Credit. The following table summarizes the portions of **Table 7** that utilize this credit calculation.

Line	Title	Description
12	<i>Financing Costs</i>	(from Appendix D – Plan for Awarding the Roadway Impact Fee Credit)
13	<i>Interest Earnings</i>	(from Appendix D – Plan for Awarding the Roadway Impact Fee Credit)
14	<i>Cost of the CIP and Financing Attributable to New Growth</i>	The sum of the Cost of Capacity Added Attributable to New Growth, Financing Costs, and Interest Earnings. (Line 11 + Line 12 + Line 13)
15	<i>Pre-Credit Maximum Fee Per Service Unit</i>	Found by dividing the Cost of the CIP and Financing Attributable to New Growth (Line 14) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 14 / Line 8)
16	<i>Credit for Ad Valorem Taxes</i>	A credit for the portion of ad valorem taxes projected to be generated by the new service units, as per Section 395.014 of the Local Government Code. (from Appendix D – Plan for Awarding the Roadway Impact Fee Credit)
17	<i>Recoverable Cost of CIP and Financing</i>	The difference between the Cost of the CIP and Financing Attributable to New Growth (Line 14) and the Credit for Ad Valorem Taxes (Line 16). (Line 14 + Line 16)
18	<i>Maximum Assessable Fee Per Service Unit</i>	Found by dividing the Recoverable Cost of the CIP and Financing (Line 17) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 17 / Line 8)

Table 8. Maximum Assessable Roadway Impact Fee

SERVICE AREA:		A	B	C
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE CIP (FROM CIP UNITS OF SUPPLY, APPENDIX B)	40,792	5,645	16,352
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM CIP UNITS OF SUPPLY, APPENDIX B)	20,744	1,133	0
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING FACILITIES INVENTORY, APPENDIX C)	3,329	31	1,244
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	16,719	4,481	15,108
5	TOTAL COST OF THE CIP WITHIN SERVICE AREA (FROM TABLE 4)	\$ 55,930,844	\$ 17,564,775	\$ 98,374,500
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	\$ 22,923,803	\$ 13,942,915	\$ 90,890,530
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	\$ 33,007,041	\$ 3,621,860	\$ 7,483,970
8	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (FROM TABLE 6 and Land Use Assumptions)	39,780	1,045	32,714
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	237.9%	23.3%	216.5%
10	IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE	100.0%	23.3%	100.0%
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 6 * LINE 10)	\$ 22,923,803	\$ 3,248,699	\$ 90,890,530
12	FINANCING COSTS (FROM APPENDIX D)	\$ 2,660,443	\$ 717,918	\$ 21,232,053
13	INTEREST EARNINGS (FROM APPENDIX D)	\$ (115,162)	\$ (91,866)	\$ (2,746,439)
14	COST OF CIP AND FINANCING ATTRIBUTABLE TO GROWTH (LINE 11 + LINE 12 + LINE 13)	\$ 25,469,084	\$ 3,874,751	\$ 109,376,144
15	PRE-CREDIT MAX FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 14 / LINE 8)	\$ 640	\$ 3,708	\$ 3,343
16	CREDIT FOR AD VALOREM TAXES (FROM APPENDIX D)	\$ (540,992)	\$ (1,984)	\$ (1,614,052)
17	RECOVERABLE COST OF CIP AND FINANCING (LINE 14 + LINE 16)	\$ 24,928,092	\$ 3,872,766	\$ 107,762,092
18	MAX ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 17 / LINE 8)	\$ 627	\$ 3,706	\$ 3,294

B. Service Unit Demand Per Unit of Development

The Roadway Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the Town utilizes the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 9**. This table lists the predominant land uses that may occur within the Town of Flower Mound. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of uses are found in this table. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The trip rates presented for each land use is a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the evening peak hour by each land use per development unit. The next column, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The source of the trip generation and pass-by statistics is ITE's Trip Generation Manual, 10th Edition, the latest edition of the definitive source for trip generation data. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The adjusted trip length values are based on the Regional Origin-Destination Travel Survey performed by the North Central Texas Council of Governments (NCTCOG). The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation service unit demand. If the adjusted trip length is above six (6) miles, the maximum trip length used for calculation is reduced to six (6) miles. This reduction, as discussed previously, limits the maximum trip length to the approximate size of the service areas.

The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the Transportation Demand Factor, is used in the impact fee estimate to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by Town ordinance) in order to determine the impact fee for a development.

Table 9. Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev. Unit
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.63			0.63	10.02	50%	5.01	5.01	3.16
Industrial Park	130	1,000 SF GFA	0.40			0.40	10.02	50%	5.01	5.01	2.00
Warehousing	150	1,000 SF GFA	0.19			0.19	10.02	50%	5.01	5.01	0.95
Mini-Warehouse	151	1,000 SF GFA	0.17			0.17	10.02	50%	5.01	5.01	0.85
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.99			0.99	9.79	50%	4.90	4.90	4.85
Townhomes	220	Dwelling Unit	0.56			0.56	9.79	50%	4.90	4.90	2.74
Multi-family Housing (Apartment/Condominium)	220	Dwelling Unit	0.56			0.56	9.79	50%	4.90	4.90	2.74
Senior Adult Housing-Detached	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Attached	252	Dwelling Unit	0.26			0.26	9.79	50%	4.90	4.90	1.27
Assisted Living	254	Beds	0.26			0.26	9.79	50%	4.90	4.90	1.27
LODGING											
Hotel	310	Room	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Room	0.38			0.38	6.43	50%	3.22	3.22	1.22
RECREATIONAL											
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Multiplex Movie Theater	445	Screens	13.73			13.73	15.77	50%	7.89	6.00	82.38
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Racquet / Tennis Club	491	Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
Recreational Community Center	495	1,000 SF GFA	2.31			2.31	7.86	50%	3.93	3.93	9.08
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.16	4.16	2.04
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.75	1.75	10.87
Primary/Middle School (1-8)	522	Students	0.17			0.17	3.49	50%	1.75	1.75	0.30
High School	530	Students	0.14			0.14	3.49	50%	1.75	1.75	0.24
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.22	0.57
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.22	0.78
MEDICAL											
Clinic	630	1,000 SF GFA	3.28			3.28	9.85	50%	4.93	4.93	16.15
Hospital	610	1,000 SF GFA	0.97			0.97	9.85	50%	4.93	4.93	4.78
Nursing Home	620	Beds	0.22			0.22	9.85	50%	4.93	4.93	1.08
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.93	4.93	12.16
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	0.60			0.60	14.65	50%	7.33	6.00	3.60
General Office Building	710	1,000 SF GFA	1.15			1.15	14.65	50%	7.33	6.00	6.90
Medical-Dental Office Building	720	1,000 SF GFA	3.46			3.46	9.85	50%	4.93	4.93	17.04
Single Tenant Office Building	715	1,000 SF GFA	1.71			1.71	14.65	50%	7.33	6.00	10.26
Office Park	750	1,000 SF GFA	1.07			1.07	14.65	50%	7.33	6.00	6.42

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

Table 9 Cont'd. Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev Unit
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.15
Automobile Parts Sales	843	1,000 SF GFA	4.91	43%	A	2.80	4.45	50%	2.23	2.23	6.23
Gasoline/Service Station	944	Vehicle Fueling Position	14.03	42%	A	8.14	1.20	50%	0.60	0.60	4.88
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	13.99	56%	B	6.16	1.20	50%	0.60	0.60	3.69
New Car Sales	840	1,000 SF GFA	2.43	20%	B	1.94	5.60	50%	2.80	2.80	5.44
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.23	2.23	6.47
Automated Car Wash	948	1,000 SF GFA	5.08	40%	B	3.05	1.20	50%	0.60	0.60	1.83
Tire Store	848	1,000 SF GFA	3.98	28%	A	2.87	4.45	50%	2.23	2.23	6.38
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	32.67	50%	A	16.34	5.64	50%	2.82	2.82	46.06
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	28.34	50%	B	14.17	5.64	50%	2.82	2.82	39.96
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.77	43%	A	5.57	5.64	50%	2.82	2.82	15.70
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	5.64	50%	2.82	2.82	12.32
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	43.38	70%	A	13.01	5.64	50%	2.82	2.82	36.70
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.83	30%	C	3.38	5.60	50%	2.80	2.80	9.47
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.60
Home Improvement Superstore	862	1,000 SF GFA	2.33	42%	A	1.35	5.60	50%	2.80	2.80	3.78
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.29	49%	A	5.25	5.60	50%	2.80	2.80	14.69
Shopping Center	820	1,000 SF GFA	3.81	34%	A	2.51	5.60	50%	2.80	2.80	7.04
Supermarket	850	1,000 SF GFA	9.24	36%	A	5.91	5.60	50%	2.80	2.80	16.56
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.19
Drive-In Bank	912	Drive-in Lanes	27.15	35%	A	17.65	4.45	50%	2.23	2.23	39.27

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

Table 10. Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description	Development Unit
INDUSTRIAL			
General Light Industrial	110	Emphasis on activities other than manufacturing; typically employing fewer than 500 workers	1,000 SF GFA
Industrial Park	130	Area containing a number of industries or related facilities	1,000 SF GFA
Warehousing	150	Devoted to storage of materials but may have included office and maintenance areas	1,000 SF GFA
Mini-Warehouse	151	Facilities with a number of units rented to others for the storage of goods	1,000 SF GFA
RESIDENTIAL			
Single-Family Detached Housing	210	Single-family detached homes on individual lots	Dwelling Unit
Townhomes	220	Single-family attached homes on individual lots	Dwelling Unit
Multi-family Housing (Apartment/Condominium)	220	At least 3 rental dwelling units and one or two levels (floors) per building	Dwelling Unit
Senior Adult Housing-Detached	251	Consists of detached independent living developments that include amenities such as golf courses and swimming pools	Dwelling Unit
Senior Adult Housing-Attached	252	Consists of attached independent living developments that include limited social or recreation services	Dwelling Unit
Assisted Living	254	Residential settings that provide either routine general protective oversight or assistance with activities	Beds
LODGING			
Hotel	310	Lodging facilities that typically have on-site restaurants, lounges, meeting and/or banquet rooms, or other retail shops and services	Room
Motel / Other Lodging Facilities	320	Lodging facilities that may have small on-site restaurant or buffet area but little or no meeting space	Room
RECREATIONAL			
Golf Course	430	May include municipal courses and private country clubs; may have driving ranges, pro shops, and restaurant/banquet facilities	Acre
Miniature Golf Course	431	One or more individual putting courses; category should not be used when part of a larger entertainment center (with batting cages, video game centers, etc)	Hole
Golf Driving Range	432	Facilities with driving tees for practice; may provide individual or group lessons; may have pro shop and/or refreshment facilities	Tee
Multiplex Movie Theater	445	Movie theater with audience seating, minimum of ten screens, lobby, and refreshment area	Screens
Ice Skating Rink	465	Rinks for ice skating and related sports; may contain spectator areas and refreshment facilities	1,000 SF GFA
Racquet / Tennis Club	491	Indoor or outdoor facilities specifically designed for playing tennis	Court
Recreational Community Center	495	Category includes racquet clubs, health/fitness clubs, can include facilities such as YMCA's	1,000 SF GFA
INSTITUTIONAL			
Church	560	Churches and houses of worship	1,000 SF GFA
Day Care Center	565	Generally includes facilities for care of pre-school aged children, generally includes classrooms, offices, eating areas, and playgrounds	1,000 SF GFA
Primary/Middle School (1-8)	522	Serves students who have not yet entered high school	Students
High School	530	Serves students who have completed middle or junior high school	Students
Junior / Community College	540	Two-year junior, community or technical colleges	Students
University / College	550	Four-year universities or colleges that may or may not offer graduate programs	Students
MEDICAL			
Clinic	630	Facilities with limited diagnostic and outpatient care	1,000 SF GFA
Hospital	610	Medical and surgical facilities with overnight accommodations	1,000 SF GFA
Nursing Home	620	Rest and convalescent homes with residents who do little or no driving	Beds
Animal Hospital/Veterinary Clinic	640	Rest and convalescent homes with residents who do little or no driving	1,000 SF GFA
OFFICE			
Corporate Headquarters Building	714	Office building housing corporate headquarters of a single company or organization	1,000 SF GFA
General Office Building	710	Office buildings which house multiple tenants	1,000 SF GFA
Medical-Dental Office Building	720	Multi-tenant building with offices for physicians and/or dentists	1,000 SF GFA
Single Tenant Office Building	715	Single tenant office buildings other than corporate headquarters	1,000 SF GFA
Office Park	750	Office buildings (typically low-rise) in a campus setting and served by a common roadway system	1,000 SF GFA

Table 10 Cont'd. Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description	Development Unit
COMMERCIAL			
Automobile Related			
Automobile Care Center	942	Automobile repair and servicing including stereo installations and upholstery	1,000 SF GFA
Automobile Parts Sales	843	Retail sale of auto parts but no on-site vehicle repair	1,000 SF GFA
Gasoline/Service Station	944	Gasoline sales without convenience store or car wash; may include repair	Vehicle Fueling Position
Gasoline/Service Station w/ Conv Market	945	Gasoline sales with convenience store where the primary business is gasoline sales	Vehicle Fueling Position
New Car Sales	840	New car dealerships, typically with automobile servicing, part sales, and used car sales	1,000 SF GFA
Quick Lubrication Vehicle Shop	941	Primary business is to perform oil changes and fluid/filter changes with other repair services not provided	Servicing Positions
Automated Car Wash	948	Allows for mechanical cleaning of the exterior of vehicles; manual cleaning and detailing may also take place	1,000 SF GFA
Tire Store	848	Primary business is sales and installation of tires; usually do not have large storage or warehouse area	1,000 SF GFA
Dining			
Fast Food Restaurant with Drive-Thru Window	934	High-turnover fast food restaurant for carry-out and eat-in customers with a drive-thru window	1,000 SF GFA
Fast Food Restaurant without Drive-Thru Window	933	High-turnover fast food restaurant for carry-out and eat-in customers, but without a drive-thru window	1,000 SF GFA
High Turnover (Sit-Down) Restaurant	932	Restaurants with turnover rates less than one hour; typically includes moderately-priced chain restaurants	1,000 SF GFA
Quality Restaurant	931	Restaurants with turnover rates of one hour or longer; typically require reservations	1,000 SF GFA
Coffee/Donut Shop with Drive-Thru Window	937	Coffee and Donut restaurants with drive-through windows, hold long store hours and have limited indoor seating	1,000 SF GFA
Other Retail			
Free-Standing Discount Store	815	Category includes free-standing stores with off-street parking; typically offer a variety of products and services with long store hours	1,000 SF GFA
Nursery (Garden Center)	817	Building with a yard of planting or landscape stock; may have office, storage, shipping or greenhouse facilities	1,000 SF GFA
Home Improvement Superstore	862	Warehouse-type facilities offering a large variety of products and services including lumber, tool, paint, lighting, and fixtures, among other items.	1,000 SF GFA
Pharmacy/Drugstore w/o Drive-Thru Window	880	Facilities that primarily sell prescription and non-prescription drugs without a drive-through window	1,000 SF GFA
Pharmacy/Drugstore w/ Drive-Thru Window	881	Facilities that primarily sell prescription and non-prescription drugs with a drive-through window	1,000 SF GFA
Shopping Center	820	Integrated group of commercial establishments; planning, owned, and managed as a unit	1,000 SF GFA
Supermarket	850	Primary business is sale of groceries, food, and household cleaning items; may include photo, pharmacy, video rental, and/or ATM	1,000 SF GFA
SERVICES			
Walk-In Bank	911	Banks with their own parking lots, no drive-in lanes but contain non-drive-through ATMs	1,000 SF GFA
Drive-In Bank	912	Banking facilities to conduct financial transactions from the vehicle; also usually a part of a walk-in bank	Drive-in Lanes

V. Sample Calculations

The following section details two (2) examples of maximum assessable Roadway Impact Fee calculations.

Example 1: Development Type - One (1) Unit of Single-Family Housing in Service Area A

Roadway Impact Fee Calculation Steps – Example 1	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	From Table 10 [Land Use – Vehicle-mile Equivalency Table] Development Type: 1 Dwelling Unit of Single-Family Detached Housing Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 4.85
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit
	From Table 8, Line 20 [Maximum Assessable Fee Per Service Unit] Service Area A: \$627
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 1 * 4.85 * \$627 Maximum Assessable Impact Fee = \$3,041

Example 2: Development Type – 125,000 square foot Home Improvement Superstore in Service Area C

Roadway Impact Fee Calculation Steps – Example 2	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	From Table 10 [Land Use – Vehicle-mile Equivalency Table] Development Type: 125,000 square feet of Home Improvement Superstore Development Unit: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 3.78
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit
	From Table 8, Line 20 [Maximum Assessable Fee Per Service Unit] Service Area C: \$3,294
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 125 * 3.78 * \$3,294 Maximum Assessable Impact Fee = \$1,556,415

VI. Conclusion

The Town of Flower Mound has established a process to implement the assessment and collection of roadway impact fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable roadway impact fee that could be assessed by the Town of Flower Mound within each of the three (3) service areas. The maximum assessable roadway impact fees calculated in this report are presented in the table below:

Service Areas	A	B	C
2020 Roadway Impact Fee Study Maximum Assessable Fee Per Vehicle-Mile	\$627	\$3,706	\$3,294

This document serves as a guide to the assessment of roadway impact fees pertaining to future development and the Town's need for roadway improvements to accommodate that growth. Following the public hearing process, the Town Council may establish an amount to be assessed (if any) up to the maximum established within this report and update the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this update are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Capital Improvement Plan are appropriately incorporated into the process.

VII. APPENDICES

A. Conceptual Level Project Cost Projections

SERVICE AREA A
SERVICE AREA B
SERVICE AREA C

B. CIP Service Units of Supply

C. Existing Roadway Facilities Inventory

D. Plan For Awarding the Roadway Impact Fee Credit Summary

E. Plan For Awarding the Roadway Impact Fee Credit Supporting Exhibits

A. Conceptual Level Project Cost Projections

Town of Flower Mound - 2020 Roadway Impact Fee Update
Capital Improvement Plan for Roadway Impact Fees
Appendix A - Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area A

#	Class	Project	Limits	Status	Project Cost
A-1	UMAD	Aberdeen Dr	FM 2499 (Long Prairie Rd) to 1340' N of Spinks Rd	Widening	\$ 1,454,821
A-2	UMAD	Aberdeen Dr	1340' N of Spinks Rd to 700' N of Spinks Rd	Widening	\$ 636,000
A-3	UMAU	Chinn Chapel Rd	FM 407 (Justin Rd) to Waketon Rd	Completed	\$ 2,728,803
A-4	UMAD	Dixon Ln	Chinn Chapel Rd to Crestside Dr	Completed	\$ 5,297,438
A-5	UMAU	Duncan Ln	Honeysuckle Way to Spinks Rd	Widening	\$ 562,532
A-6	UMAU	Firewheel Dr	515' S of FM 1171 to 140' S of Hearthstone Dr	Completed	\$ 603,525
A-7	P6D	FM 2499 (Long Prairie Rd)	FM 1171 (Cross Timbers) to Spinks Rd	Completed	\$ 1,515,721
A-8	GUA	Garden Ridge Blvd	Bellaire Blvd to Forest Vista Dr	Completed	\$ 1,146,031
A-9	GUA	Garden Ridge Blvd	FM 3040 to Spinks Rd	Completed	\$ 1,891,126
A-10	GUA	Garden Ridge Blvd	Spinks Rd to Lakeside Pkwy	Completed	\$ 2,504,704
A-11	UC	Kirkpatrick Ln	Morris Rd to Kirkpatrick Ln	Completed	\$ 3,794,884
A-12	UMAD	Kirkpatrick Ln	Spanish Oak Dr to 1310' W of Garden Ridge Blvd	New	\$ 5,243,000
A-13	UC	Lake Forest Blvd	75' S of Lincoln Ct to Foxborough Trail	Completed	\$ 1,400,601
A-14	P6D	Lakeside Pkwy	FM 2499 (Long Prairie Rd) to Gerault Rd	Widening	\$ 4,375,554
A-15	P6D	Lakeside Pkwy	Gerault Rd to Garden Ridge Blvd	Widening	\$ 2,018,856
A-16	P6D	Lakeside Pkwy	Garden Ridge Blvd to South Town Limit	Widening	\$ 2,145,590
A-17	UMAD	Morris Rd	Mandarin Way to Flower Mound Rd	Widening	\$ 1,009,492
A-18	UC	Sagebrush Dr	Old Settlers Rd to FM 2499 (Long Prairie Rd)	Completed	\$ 3,209,771
A-19,B-6	UMAU	Simmons Rd	Wichita Trail to McKamy Creek Rd	Completed	\$ 1,128,789
A-20	UMAD	Spinks Rd	Aberdeen Dr to Gerault Rd	Completed	\$ 448,253
A-21	UMAD	Spinks Rd	Gerault Rd to Garden Ridge Blvd	Completed	\$ 968,297
A-22	UMAU	Timber Creek Rd	445' S of Glenn Hollow Ln to Kirkpatrick Ln	Completed	\$ 690,850
A-23	UC	Waketon/College Connector	Waketon Rd to College Pkwy	New	\$ 1,353,000
A-24	UC	Windsor Dr	Amy Ln to FM 2499 (Long Prairie Rd)	Completed	\$ 1,058,867
A-25	UC	Yucca Dr	440' E of FM 2499 to 460' S of FM 1171	Completed	\$ 214,416

Signal Installation And Intersection Improvements

S-1		Intersection	College Pkwy. at Timber Creek Rd.	Proposed	\$ 275,000
S-2		Intersection	Bruton Orand Blvd. at Quail Run Rd.	Proposed	\$ 275,000
S-3		Intersection	Churchill Dr. at Peters Colony Rd.	Proposed	\$ 990,000
S-4		Intersection	Cross Timbers Rd. at Forums Dr.	Completed	\$ 179,000
S-5		Intersection	Garden Ridge Blvd. at Kirkpatrick Ln.	Proposed	\$ 275,000
S-6		Intersection	FM 2499 (Long Prairie Rd.) at Chaparral Ln.	In Design	\$ 375,000
S-7		Intersection	Garden Ridge Blvd. at Forest Vista Rd.	Proposed	\$ 275,000
S-8		Intersection	FM 2499 (Long Prairie Rd.) at Northshore Blvd.	Proposed	\$ 275,000
S-9		Intersection	FM 2499 (Long Prairie Rd.) at Aberdeen Dr.	Completed	\$ 380,000
S-10		Intersection	Lakeside Pkwy. at Silveron Blvd.	Proposed	\$ 275,000
S-11		Intersection	FM 2499 (Long Prairie Rd.) at Silveron Blvd.	Completed	\$ 390,000
S-12		Intersection	Gerault Rd. at Old Gerault Rd.	Proposed	\$ 275,000
S-13		Intersection	Lakeside Pkwy. at Enterprise Dr.	Proposed	\$ 275,000
I - 1		Intersection Improvement	Dixon Ln. at Morris Rd.	Proposed	\$ 375,000
I - 2		Right-turn lane - all directions	FM 2499 (Long Prairie Rd.) at Waketon Rd.	In Design	\$ 1,473,000
I - 3		Intersection Improvement	FM 2499 (Long Prairie Rd.) at College Pkwy.	Completed	\$ 333,000
I - 4		Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.	In Design	\$ 375,000
I - 5		Intersection Improvement	Cross Timbers Rd. at Auburn Dr.	Proposed	\$ 375,000
I - 6		Westbound right-turn lane	Cross Timbers Rd. at FM 2499 (Long Prairie Rd.)	In Design	\$ 492,000
I - 7		Intersection Improvement	Flower Mound Rd. at McKamy Creek Rd.	Completed	\$ 336,000
I - 8		Intersection Improvement	Flower Mound Rd. at FM 2499 (Long Prairie Rd.)	Proposed	\$ 2,210,000
I - 9		Intersection Improvement	Flower Mound Rd. at Garden Ridge Blvd.	Proposed	\$ 375,000
I - 10		Intersection Improvement	FM 2499 (Long Prairie Rd.) at Lakeside Pkwy.	Proposed	\$ 375,000
I-11		Intersection Improvement	Lakeside Pkwy. At Gerault Rd.	Proposed	\$ 375,000

TOTAL \$ 59,008,921

Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-1
Name:	Aberdeen Dr	This project consists of the widening of the existing two-lane concrete facility into a four-lane divided Urban Minor Arterial. The Town's anticipated contribution is \$1,455,000.		
	FM 2499 (Long Prairie Rd) to 1340' N			
Limits:	of Spinks Rd			
Impact Fee Class:	UMAD (1/2)			
Ultimate Class:	UMAD			
Length (lf):	2,545			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 1,459,821
Non-Recoverable Funds:	\$5,000 Escrow		\$ (5,000)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,454,821

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

The planning level cost projections shall not supersede the Town's Design Criteria and Construction Standards in the Code of Ordinances or the determination of the Town Engineer for a specific project.

Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-2
Name:	Aberdeen Dr	This project consists of the widening of the existing two-lane concrete facility into a four-lane divided Urban Minor Arterial.		
Limits:	1340' N of Spinks Rd to 700' N of Spinks Rd			
Impact Fee Class:	UMAD (1/2)			
Ultimate Class:	UMAD			
Length (lf):	655			
Service Area(s):	A			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
112	Unclassified Street Excavation	946	CY	\$ 27.00	\$ 25,545
212	10" Lime Stabilization	2,038	SY	\$ 15.00	\$ 30,567
312	8" Reinforced Concrete	1,892	SY	\$ 73.00	\$ 138,132
412	Block Sod with 4" Topsoil (with sidewalk)	509	SY	\$ 10.00	\$ 5,094
512	4' Sidewalk	2,620	SF	\$ 8.00	\$ 20,960
Paving Construction Cost Subtotal:					\$ 220,298
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
✓ Prep ROW		5%	\$	11,015	
✓ Traffic Control	Construction Phase Traffic Control	15%	\$	33,045	
✓ Pavement Markings/Markers		5%	\$	11,015	
✓ Roadway Drainage	Standard Internal System	35%	\$	77,104	
Special Drainage Structures	None Anticipated	\$0	\$	-	
✓ Water	Minor Adjustments	5%	\$	11,015	
✓ Sewer	Minor Adjustments	5%	\$	11,015	
✓ Establish Turf / Erosion Control		2%	\$	4,406	
✓ Illumination	Standard Illumination System	6%	\$	13,218	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal					
Allowance Subtotal:					\$ 171,833
Paving and Allowance Subtotal:					\$ 392,131
Construction Contingency: 15%					\$ 58,820
Construction Cost TOTAL:					\$ 451,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 451,000
Engineering/Survey/Testing:		20%	\$ 90,200
Mobilization		6%	\$ 27,060
ROW/Easement Acquisition:	Existing Alignment	15%	\$ 67,650
Impact Fee Project Cost TOTAL:			\$ 636,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-3
Name:	Chinn Chapel Rd	This project consisted of the construction a new four-lane undivided Urban Minor Arterial. The Town of Flower Mound contributed \$2,729,000 to this project.		
Limits:	FM 407 (Justin Rd) to Waketon Rd			
Impact Fee Class:	UMAU			
Ultimate Class:	UMAU			
Length (lf):	3,460			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 2,728,803
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 2,728,803

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-4
Name:	Dixon Ln	This project consisted of the construction a new four-lane divided Urban Minor Arterial. The Town contributed \$5,297,000 to this project.		
Limits:	Chinn Chapel Rd to Crestside Dr			
Impact Fee Class:	UC			
Ultimate Class:	UMAD			
Length (lf):	6,520			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 5,689,141
Non-Recoverable Funds:	\$391,703 Escrow		\$ (391,703)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 5,297,438

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-5
Name:	Duncan Ln	This project consists of the widening of the existing two-lane concrete facility into a four-lane undivided Urban Minor Arterial. The Town's contribution was 563,000.		
Limits:	Honeysuckle Way to Spinks Rd			
Impact Fee Class:	UMAD			
Ultimate Class:	UMAU			
Length (lf):	1,990			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 751,744
Non-Recoverable Funds:	\$189,212 RTR		\$ (189,212)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 562,532

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-6
Name:	Firewheel Dr	This project consisted of the construction of the easternmost two lanes to complete the ultimate four-lane concrete undivided Urban Minor Arterial. The Town's contribution was \$604,000.		
	515' S of FM 1171 to 140' S of			
Limits:	Hearthstone Dr			
Impact Fee Class:	UMAU (1/2)			
Ultimate Class:	UMAU			
Length (lf):	1,290			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 603,525
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 603,525

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

The planning level cost projections shall not supersede the Town's Design Criteria and Construction Standards in the Code of Ordinances or the determination of the Town Engineer for a specific project.

Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-7
Name:	FM 2499 (Long Prairie Rd) FM 1171 (Cross Timbers) to Spinks Rd	This TxDOT project consisted of the construction of the two additional through lanes within the existing median. The Town's contribution was \$1,516,000.		
Limits:	Rd			
Impact Fee Class:	UMAU (1/2)			
Ultimate Class:	P6D			
Length (lf):	14,410			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 1,515,721
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,515,721

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.
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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-8
Name:	Garden Ridge Blvd	This project consisted of the construction of half of a new Greenway Urban Arterial. The easternmost half is within the City of Lewisville. The Town's contribution was \$1,146,000. The remaining funds come from other sources.		
Limits:	Bellaire Blvd to Forest Vista Dr			
Impact Fee Class:	P6D (1/3)			
Ultimate Class:	GUA			
Length (lf):	4,290			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 6,650,404
Non-Recoverable Funds:	\$5,504,373 Interlocal Funds		\$ (5,504,373)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,146,031

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-9
Name:	Garden Ridge Blvd	This project consisted of the construction of half of a new Greenway Urban Arterial. Note, two lanes from FM 3040 to Somerset exist and are not included in the CIP cost. The Town's contribution was \$1,891,000.		
Limits:	FM 3040 to Spinks Rd			
Impact Fee Class:	GUA (1/2)			
Ultimate Class:	GUA			
Length (lf):	3,945			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 5,534,149
Non-Recoverable Funds:	\$649,377 Interlocal Funds / \$2,993,646 RTR Funds		\$ (3,643,023)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,891,126

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-10
Name:	Garden Ridge Blvd	This project consisted of the construction of a new Greenway Urban Arterial. The Town's contribution was \$2,505,000.		
Limits:	Spinks Rd to Lakeside Pkwy			
Impact Fee Class:	GUA			
Ultimate Class:	GUA			
Length (lf):	2,240			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 2,504,704
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 2,504,704

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

The planning level cost projections shall not supersede the Town's Design Criteria and Construction Standards in the Code of Ordinances or the determination of the Town Engineer for a specific project.

Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-11
Name:	Kirkpatrick Ln	This project consisted of the reconstruction of an existing two-lane asphalt facility to a concrete Urban Collector with left-turn lanes at major cross streets. The Town's contribution was \$3,795,000.		
Limits:	Morriss Rd to Kirkpatrick Ln			
Impact Fee Class:	GUA			
Ultimate Class:	UC			
Length (lf):	5,240			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 3,815,000
Non-Recoverable Funds:	\$20,116 Road Escrow		\$ (20,116)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 3,794,884

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-12
Name:	Kirkpatrick Ln	This project consists of the construction of a four-lane divided arterial. The project was part of the Denton County '08 Bond Program. The Town's anticipated contribution is \$5,243,000.		
	Spanish Oak Dr to 1310' W of			
Limits:	Garden Ridge Blvd			
Impact Fee Class:	UC			
Ultimate Class:	UMAD			
Length (lf):	2,165			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 8,718,000
Non-Recoverable Funds:	\$3,475,000 RTR		\$ (3,475,000)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 5,243,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-13
Name:	Lake Forest Blvd 75' S of Lincoln Ct to Foxborough	This project consisted of the extension of the Urban Collector. It also includes the drainage structure to accommodate the existing creek. The City's contribution was \$1,401,000.		
Limits:	Trail			
Impact Fee Class:	UMAD			
Ultimate Class:	UC			
Length (If):	810			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 1,400,601
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,400,601

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the Town of Flower Mound.

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-14
Name:	Lakeside Pkwy	This project consists of the widening of the existing four-lane concrete facility into a six-lane divided Major Arterial. The Town's anticipated costs are \$4,376,000.		
	FM 2499 (Long Prairie Rd) to Gerault			
Limits:	Rd			
Impact Fee Class:	UC			
Ultimate Class:	P6D			
Length (lf):	5,700			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 4,375,554
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 4,375,554

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-15
Name:	Lakeside Pkwy	This project consists of the widening of the existing four-lane concrete facility into a six-lane divided Major Arterial. The Town's anticipated costs are \$2,019,000.		
Limits:	Gerault Rd to Garden Ridge Blvd			
Impact Fee Class:	P6D (1/3)			
Ultimate Class:	P6D			
Length (lf):	2,630			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 2,018,856
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 2,018,856

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-16
Name:	Lakeside Pkwy	This project consists of the widening of the existing four-lane concrete facility into a six-lane divided Major Arterial. The Town's anticipated costs are \$2,146,000.		
Limits:	Garden Ridge Blvd to South Town			
Impact Fee Class:	P6D (1/3)			
Ultimate Class:	P6D			
Length (lf):	2,795			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 2,145,590
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 2,145,590

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-17
Name:	Morriss Rd	This project consisted of the widening of the existing five-lane concrete facility into a six-lane divided Major Arterial. The Town's contribution was \$1,009,000.		
Limits:	Mandarin Way to Flower Mound Rd			
Impact Fee Class:	P6D (1/3)			
Ultimate Class:	UMAD			
Length (lf):	835			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 1,409,336
Non-Recoverable Funds:	\$399,844 RTR		\$ (399,844)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,009,492

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-18
Name:	Sagebrush Dr Old Settlers Rd to FM 2499 (Long	This project consisted of the reconstruction of a two-lane asphalt facility to a concrete Urban Collector. The Town's contribution was \$3,210,000.		
Limits:	Prairie Rd)			
Impact Fee Class:	P6D (1/6)			
Ultimate Class:	UC			
Length (lf):	2,720			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 3,209,771
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 3,209,771

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-19,B-6
Name:	Simmons Rd	This project consisted of the reconstruction of an existing two-lane facility as a four-lane undivided Urban Minor Arterial. The Town contributed \$1,129,000 to the construction of this facility.		
Limits:	Wichita Trail to McKamy Creek Rd			
Impact Fee Class:	UMAU			
Ultimate Class:	UMAU			
Length (lf):	2,715			
Service Area(s):	A/B			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 1,198,860
Non-Recoverable Funds:	\$70,071 Escrow Funds		\$ (70,071)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,128,789

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-20
Name:	Spinks Rd	This project consisted of the construction of a new four-lane divided Urban Minor Arterial. The Town contributed \$448,000 to the construction of this facility.		
Limits:	Aberdeen Dr to Gerault Rd			
Impact Fee Class:	UMAU			
Ultimate Class:	UMAD			
Length (lf):	4,910			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 2,023,037
Non-Recoverable Funds:	\$1,574,784 Interlocal Funds		\$ (1,574,784)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 448,253

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-21
Name:	Spinks Rd	This project consisted of the construction of a new four-lane divided Urban Minor Arterial. The Town contributed \$968,000 to the construction of this facility.		
Limits:	Gerault Rd to Garden Ridge Blvd			
Impact Fee Class:	UMAD			
Ultimate Class:	UMAD			
Length (lf):	2,970			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:	\$889,702 Interlocal Funds	-	\$ 1,857,999
Non-Recoverable Funds:			\$ (889,702)
Engineering/Survey/Testing: ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 968,297

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-22
Name:	Timber Creek Rd 445' S of Glenn Hollow Ln to	This project consisted of the widening of the existing two-lane concrete facility to a four-lane undivided Urban Minor Arterial. The Town contributed \$691,000 to the construction of this facility.		
Limits:	Kirkpatrick Ln			
Impact Fee Class:	UMAD			
Ultimate Class:	UMAU			
Length (lf):	1,075			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 690,850
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 690,850

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-23
Name:	Waketon/College Connector	This project consists of the construction of a concrete two-lane Urban Collector.		
Limits:	Waketon Rd to College Pkwy			
Impact Fee Class:	UMAU (1/2)			
Ultimate Class:	UC			
Length (lf):	1,415			
Service Area(s):	A			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
113	Unclassified Street Excavation	1,965	CY	\$ 27.00	\$ 53,063
213	10" Lime Stabilization	4,088	SY	\$ 15.00	\$ 61,317
313	8" Reinforced Concrete	3,931	SY	\$ 73.00	\$ 286,931
413	Block Sod with 4" Topsoil (with sidewalk)	1,572	SY	\$ 10.00	\$ 15,722
513	4' Sidewalk	5,660	SF	\$ 8.00	\$ 45,280
Paving Construction Cost Subtotal:					\$ 462,312
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Prep ROW	None Anticipated		5%	\$ 23,116
	Traffic Control			0%	\$ -
✓	Pavement Markings/Markers	Standard Internal System		5%	\$ 23,116
✓	Roadway Drainage			35%	\$ 161,809
	Special Drainage Structures	None Anticipated		\$0	\$ -
✓	Water	Minor Adjustments		5%	\$ 23,116
✓	Sewer	Minor Adjustments		5%	\$ 23,116
✓	Establish Turf / Erosion Control	Standard Illumination System		2%	\$ 9,246
✓	Illumination			6%	\$ 27,739
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 291,257
Paving and Allowance Subtotal:					\$ 753,568
Construction Contingency:					15% \$ 113,035
Construction Cost TOTAL:					\$ 867,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 867,000
Engineering/Survey/Testing:		20%	\$ 173,400
Mobilization		6%	\$ 52,020
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 260,100
Impact Fee Project Cost TOTAL:			\$ 1,353,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-24
Name:	Windsor Dr	This project consisted of the construction of an Urban Collector. The Town's contribution was \$1,059,000 to the construction of this facility.		
Limits:	Amy Ln to FM 2499 (Long Prairie Rd)			
Impact Fee Class:	UC			
Ultimate Class:	UC			
Length (lf):	3,180			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 4,160,508
Non-Recoverable Funds:	\$520,000 Interlocal / \$2,581,641 RTR		\$ (3,101,641)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,058,867

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-25
Name:	Yucca Dr	This project consisted of the construction of a new Urban Collector. The Town's contribution was \$214,000.		
	440' E of FM 2499 to 460' S of FM			
Limits:	1171			
Impact Fee Class:	UC			
Ultimate Class:	UC			
Length (lf):	410			
Service Area(s):	A			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 214,416
Non-Recoverable Funds:			
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 214,416

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Town of Flower Mound - 2020 Roadway Impact Fee Update

Capital Improvement Plan for Roadway Impact Fees

Appendix A - Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area B

#	Class	Project	Limits	Status	Project Cost
B-1	UMAD	Flower Mound Rd	FM 1171 (Cross Timbers) to Skillern Rd	Completed	\$ 680,380
B-2	RC	Red Rock/Shiloh Connector	Red Rock Ln to Shiloh Rd	New	\$ 6,845,000
B-3	RC	Scenic /Flower Mound Connector	Scenic Dr to Alcott Ave	New	\$ 3,067,000
B-4	RC	Shiloh Rd/Lusk Ln Connector	2820' E of Shiloh Rd to Lusk Ln	New	\$ 3,945,000
B-5	RC	Shiloh Rd/Lusk Ln Connector	Shiloh Rd to 2820' E of Shiloh Rd	New	\$ 3,611,000
A-19,B-6	UMAU	Simmons Rd	Wichita Trail to McKamy Creek Rd	Completed	\$ 1,128,789

Signal Installation And Intersection Improvements

S-2		Intersection	Bruton Orand Blvd. at Quail Run Rd.	Proposed	\$ 275,000
I - 4		Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.	In Design	\$ 230,000
I-12		Intersection Improvement	Cross Timbers Rd. at Flower Mound Rd.	Proposed	\$ 375,000

TOTAL \$ 20,157,169

Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	B-1
Name:	Flower Mound Rd	This project consisted of the reconstruction of an existing two-lane facility to a four-lane divided Urban Minor Arterial. The Town's contribution is \$680,000 to the construction of this facility.		
Limits:	FM 1171 (Cross Timbers) to Skillern Rd			
Impact Fee Class:	UMAD			
Ultimate Class:	UMAD			
Length (lf):	6,370			
Service Area(s):	B			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 4,451,353
Non-Recoverable Funds:	\$3,770,973 Interlocal Funds		\$ (3,770,973)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 680,380

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	B-2
Name:	Red Rock/Shiloh Connector	This project consists of the construction of a concrete two-lane Rural Collector.		
Limits:	Red Rock Ln to Shiloh Rd			
Impact Fee Class:	RC			
Ultimate Class:	RC			
Length (lf):	5,345			
Service Area(s):	B			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	10,096	CY	\$ 27.00	\$ 272,595
207	8" Lime Stabilization	21,380	SY	\$ 15.00	\$ 320,700
307	8" Reinforced Concrete	20,192	SY	\$ 73.00	\$ 1,474,032
407	Block Sod with 4" Topsoil (no sidewalk)	27,319	SY	\$ 10.00	\$ 273,189
507	No Sidewalk	0	SF	\$ 8.00	\$ -
Paving Construction Cost Subtotal:					\$ 2,340,516
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
√	Prep ROW	None Anticipated		5%	\$ 117,026
	Traffic Control			0%	\$ -
√	Pavement Markings/Markers	Standard Internal System		5%	\$ 117,026
√	Roadway Drainage			35%	\$ 819,181
	Special Drainage Structures	None Anticipated		\$0	\$ -
√	Water	Minor Adjustments		5%	\$ 117,026
√	Sewer	Minor Adjustments		5%	\$ 117,026
√	Establish Turf / Erosion Control	Standard Illumination System		2%	\$ 46,810
√	Illumination			6%	\$ 140,431
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 1,474,525
Paving and Allowance Subtotal:				\$	3,815,041
Construction Contingency:				15%	\$ 572,256
Construction Cost TOTAL:				\$	4,388,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,388,000
Engineering/Survey/Testing:		20%	\$ 877,600
Mobilization		6%	\$ 263,280
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 1,316,400
Impact Fee Project Cost TOTAL:			\$ 6,845,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	B-3
Name:	Scenic /Flower Mound Connector	This project consists of the construction of a concrete two-lane Rural Collector.		
Limits:	Scenic Dr to Alcott Ave			
Impact Fee Class:	RC			
Ultimate Class:	RC			
Length (lf):	2,395			
Service Area(s):	B			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	4,524	CY	\$ 27.00	\$ 122,145
207	8" Lime Stabilization	9,580	SY	\$ 15.00	\$ 143,700
307	8" Reinforced Concrete	9,048	SY	\$ 73.00	\$ 660,488
407	Block Sod with 4" Topsoil (no sidewalk)	12,241	SY	\$ 10.00	\$ 122,411
507	No Sidewalk	0	SF	\$ 8.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,048,744
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
√	Prep ROW	None Anticipated		5%	\$ 52,437
	Traffic Control			0%	\$ -
√	Pavement Markings/Markers	Standard Internal System		5%	\$ 52,437
√	Roadway Drainage			35%	\$ 367,060
	Special Drainage Structures	None Anticipated		\$0	\$ -
√	Water	Minor Adjustments		5%	\$ 52,437
√	Sewer	Minor Adjustments		5%	\$ 52,437
√	Establish Turf / Erosion Control	Standard Illumination System		2%	\$ 20,975
√	Illumination			6%	\$ 62,925
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 660,709
Paving and Allowance Subtotal:				\$	1,709,453
Construction Contingency:				15%	\$ 256,418
Construction Cost TOTAL:				\$	1,966,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,966,000
Engineering/Survey/Testing:		20%	\$ 393,200
Mobilization		6%	\$ 117,960
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 589,800
Impact Fee Project Cost TOTAL:			\$ 3,067,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	B-4
Name:	Shiloh Rd/Lusk Ln Connector	This project consists of the construction of a concrete two-lane Rural Collector.		
Limits:	2820' E of Shiloh Rd to Lusk Ln			
Impact Fee Class:	RC			
Ultimate Class:	RC			
Length (lf):	3,080			
Service Area(s):	B			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	5,818	CY	\$ 27.00	\$ 157,080
207	8" Lime Stabilization	12,320	SY	\$ 15.00	\$ 184,800
307	8" Reinforced Concrete	11,636	SY	\$ 73.00	\$ 849,396
407	Block Sod with 4" Topsoil (no sidewalk)	15,742	SY	\$ 10.00	\$ 157,422
507	No Sidewalk	0	SF	\$ 8.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,348,698
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
✓	Prep ROW	None Anticipated		5%	\$ 67,435
	Traffic Control			0%	\$ -
✓	Pavement Markings/Markers	Standard Internal System		5%	\$ 67,435
✓	Roadway Drainage			35%	\$ 472,044
	Special Drainage Structures	None Anticipated		\$0	\$ -
✓	Water	Minor Adjustments		5%	\$ 67,435
✓	Sewer	Minor Adjustments		5%	\$ 67,435
✓	Establish Turf / Erosion Control	Standard Illumination System		2%	\$ 26,974
✓	Illumination			6%	\$ 80,922
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 849,680
Paving and Allowance Subtotal:					\$ 2,198,377
Construction Contingency:					15% \$ 329,757
Construction Cost TOTAL:					\$ 2,529,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,529,000
Engineering/Survey/Testing:		20%	\$ 505,800
Mobilization		6%	\$ 151,740
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 758,700
Impact Fee Project Cost TOTAL:			\$ 3,945,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	B-5
Name:	Shiloh Rd/Lusk Ln Connector	This project consists of the construction of a concrete two-lane Rural Collector.		
Limits:	Shiloh Rd to 2820' E of Shiloh Rd			
Impact Fee Class:	RC			
Ultimate Class:	RC			
Length (lf):	2,820			
Service Area(s):	B			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	5,327	CY	\$ 27.00	\$ 143,820
207	8" Lime Stabilization	11,280	SY	\$ 15.00	\$ 169,200
307	8" Reinforced Concrete	10,653	SY	\$ 73.00	\$ 777,693
407	Block Sod with 4" Topsoil (no sidewalk)	14,413	SY	\$ 10.00	\$ 144,133
507	No Sidewalk	0	SF	\$ 8.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,234,847
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
√	Prep ROW	None Anticipated	5%	\$	61,742
	Traffic Control		0%	\$	-
√	Pavement Markings/Markers	Standard Internal System	5%	\$	61,742
√	Roadway Drainage		35%	\$	432,196
	Special Drainage Structures	None Anticipated	\$0	\$	-
√	Water	Minor Adjustments	5%	\$	61,742
√	Sewer	Minor Adjustments	5%	\$	61,742
√	Establish Turf / Erosion Control	Standard Illumination System	2%	\$	24,697
√	Illumination		6%	\$	74,091
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	777,953
Paving and Allowance Subtotal:				\$	2,012,800
Construction Contingency:				15%	\$ 301,920
Construction Cost TOTAL:				\$	2,315,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,315,000
Engineering/Survey/Testing:		20%	\$ 463,000
Mobilization		6%	\$ 138,900
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 694,500
Impact Fee Project Cost TOTAL:			\$ 3,611,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	A-19,B-6
Name:	Simmons Rd	This project consisted of the reconstruction of an existing two-lane facility to construct a four-lane undivided Urban Minor Arterial. The Town contributed \$1,129,000 to the construction of this facility.		
Limits:	Wichita Trail to McKamy Creek Rd			
Impact Fee Class:	UMAU			
Ultimate Class:	UMAU			
Length (lf):	2,715			
Service Area(s):	A/B			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Contribution to Construction Cost:		-	\$ 1,198,860
Non-Recoverable Funds:	\$70,071 Escrow Funds		\$ (70,071)
Engineering/Survey/Testing:			
ROW/Easement Acquisition:			
Impact Fee Project Cost TOTAL:			\$ 1,128,789

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Town of Flower Mound - 2020 Roadway Impact Fee Update

Capital Improvement Plan for Roadway Impact Fees

Appendix A - Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area C

#	Class	Project	Limits	Status	Project Cost
C-1	RC	CrossTimbers/Dunham Connector	Cross Timbers Rd to Dunham Rd	New	\$ 3,483,000
C-2	GRA	CrossTimbers/US 377 Connector1	US 377 to Cross Timbers Rd	New	\$ 22,005,000
C-3	RC	CrossTimbers/US 377 Connector2	CrossTimbers/US 377 Connector1 to Cross Timbers R	New	\$ 6,090,000
C-4	UMABL	Denton Creek Blvd	IH-35 Diamond Interchange to 120' NW of Prairie Ridge	New	\$ 28,014,000
C-5	UMABL	Denton Creek Blvd	Canyon Falls Dr to 1155' S of Canyon Falls Dr	Widening	\$ 1,435,000
C-6	UMABL	Denton Creek Blvd	1155' S of Canyon Falls Dr to Cross Timbers Rd	New	\$ 4,323,000
C-7	UC	Stonecrest Rd	850' S of Canyon Falls Dr to UMAB 1	New	\$ 3,137,000
C-8	UC	Stonecrest Rd	UMAB 1 to Cross Timbers Rd	New	\$ 5,437,000
C-9	UMABL	UMAB 1	Denton Creek Blvd to US 377	New	\$ 4,444,000
C-10	UMABL	UMAB2	Denton Creek Blvd to West Town Limit	New	\$ 3,512,000
C-11	UC	Urban Collector 1	Cross Timbers Road to Cross Timbers Rd	New	\$ 10,995,000
C-12	UC	Urban Collector 1	Stonecrest Rd to Cross Timbers Rd	New	\$ 4,577,000

Signal Installation And Intersection Improvements

S-14		Intersection	US 377 at Canyon Falls Dr.	Proposed	\$ 205,000
S-15		Intersection	Cross Timbers Rd. at Canyon Falls Dr.	Proposed	\$ 275,000
S-16		Intersection	Cross Timbers Rd. at Denton Creek Blvd.	Proposed	\$ 275,000
S-17		Intersection	Cross Timbers Rd. at Cross Timbers/US 377 Connectd	Proposed	\$ 275,000

TOTAL \$ 98,482,000

Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-1
Name:	CrossTimbers/Dunham Connector	This project consists of the construction of a concrete two-lane Rural Collector.		
Limits:	Cross Timbers Rd to Dunham Rd			
Impact Fee Class:	RC			
Ultimate Class:	RC			
Length (lf):	2,720			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	5,138	CY	\$ 27.00	\$ 138,720
207	8" Lime Stabilization	10,880	SY	\$ 15.00	\$ 163,200
307	8" Reinforced Concrete	10,276	SY	\$ 73.00	\$ 750,116
407	Block Sod with 4" Topsoil (no sidewalk)	13,902	SY	\$ 10.00	\$ 139,022
507	No Sidewalk	0	SF	\$ 8.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,191,058
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
√	Prep ROW	None Anticipated		5%	\$ 59,553
	Traffic Control			0%	\$ -
√	Pavement Markings/Markers	Standard Internal System		5%	\$ 59,553
√	Roadway Drainage			35%	\$ 416,870
	Special Drainage Structures	None Anticipated		\$0	\$ -
√	Water	Minor Adjustments		5%	\$ 59,553
√	Sewer	Minor Adjustments		5%	\$ 59,553
√	Establish Turf / Erosion Control	Standard Illumination System		2%	\$ 23,821
√	Illumination			6%	\$ 71,463
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 750,366
Paving and Allowance Subtotal:				\$	1,941,424
Construction Contingency:				15%	\$ 291,214
Construction Cost TOTAL:				\$	2,233,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,233,000
Engineering/Survey/Testing:		20%	\$ 446,600
Mobilization		6%	\$ 133,980
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 669,900
Impact Fee Project Cost TOTAL:			\$ 3,483,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-2
Name:	CrossTimbers/US 377 Connector1	This project consists of the construction of a concrete four-lane Greenway Rural Arterial.		
Limits:	US 377 to Cross Timbers Rd			
Impact Fee Class:	GRA			
Ultimate Class:	GRA			
Length (lf):	11,275			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation	36,331	CY	\$ 27.00	\$ 980,925
203	10" Lime Stabilization	77,672	SY	\$ 15.00	\$ 1,165,083
303	8" Reinforced Concrete	55,122	SY	\$ 73.00	\$ 4,023,922
403	Block Sod with 4" Topsoil (no sidewalk)	77,672	SY	\$ 10.00	\$ 776,722
503	No Sidewalk	0	SF	\$ 8.00	\$ -
601	Turn Lanes and Median Openings	8,264	SY	\$ 70.00	\$ 578,484
Paving Construction Cost Subtotal:					\$ 7,525,137
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Prep ROW		5%	\$	376,257	
√ Traffic Control	None Anticipated	0%	\$	-	
√ Pavement Markings/Markers		5%	\$	376,257	
√ Roadway Drainage	Standard Internal System	35%	\$	2,633,798	
√ Special Drainage Structures	None Anticipated	\$0	\$	-	
√ Water	Minor Adjustments	5%	\$	376,257	
√ Sewer	Minor Adjustments	5%	\$	376,257	
√ Establish Turf / Erosion Control		2%	\$	150,503	
√ Illumination	Standard Illumination System	6%	\$	451,508	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal		Allowance Subtotal:	\$	4,740,836	
Paving and Allowance Subtotal:			\$	12,265,974	
Construction Contingency:			15%	\$	1,839,896
Construction Cost TOTAL:			\$	14,106,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 14,106,000
Engineering/Survey/Testing:		20%	\$ 2,821,200
Mobilization		6%	\$ 846,360
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 4,231,800
Impact Fee Project Cost TOTAL:			\$ 22,005,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-3
Name:	CrossTimbers/US 377 Connector2	This project consists of the construction of a concrete two-lane Rural Collector.		
	CrossTimbers/US 377 Connector1 to			
Limits:	Cross Timbers Rd			
Impact Fee Class:	RC			
Ultimate Class:	RC			
Length (lf):	4,755			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	8,982	CY	\$ 27.00	\$ 242,505
207	8" Lime Stabilization	19,020	SY	\$ 15.00	\$ 285,300
307	8" Reinforced Concrete	17,963	SY	\$ 73.00	\$ 1,311,323
407	Block Sod with 4" Topsoil (no sidewalk)	24,303	SY	\$ 10.00	\$ 243,033
507	No Sidewalk	0	SF	\$ 8.00	\$ -
Paving Construction Cost Subtotal:					\$ 2,082,162
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
✓ Prep ROW		5%	\$	104,108	
Traffic Control	None Anticipated	0%	\$	-	
✓ Pavement Markings/Markers		5%	\$	104,108	
✓ Roadway Drainage	Standard Internal System	35%	\$	728,757	
Special Drainage Structures	None Anticipated	\$0	\$	-	
✓ Water	Minor Adjustments	5%	\$	104,108	
✓ Sewer	Minor Adjustments	5%	\$	104,108	
✓ Establish Turf / Erosion Control		2%	\$	41,643	
✓ Illumination	Standard Illumination System	6%	\$	124,930	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal		Allowance Subtotal:	\$	1,311,762	
Paving and Allowance Subtotal:			\$	3,393,924	
Construction Contingency:			15%	\$	509,089
Construction Cost TOTAL:			\$	3,904,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,904,000
Engineering/Survey/Testing:		20%	\$ 780,800
Mobilization		6%	\$ 234,240
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 1,171,200
Impact Fee Project Cost TOTAL:			\$ 6,090,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-4
Name:	Denton Creek Blvd IH-35 Diamond Interchange to 120'	This project consists of the construction of a new four-lane Urban Minor Arterial with bike lanes and a bridge costing \$7,000,000.		
Limits:	NW of Prairie Ridge Rd			
Impact Fee Class:	UMABL			
Ultimate Class:	UMABL			
Length (lf):	6,185			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
114	Unclassified Street Excavation	21,304	CY	\$ 27.00	\$ 575,205
214	10" Lime Stabilization	45,357	SY	\$ 15.00	\$ 680,350
314	8" Reinforced Concrete	42,608	SY	\$ 73.00	\$ 3,110,368
414	Block Sod with 4" Topsoil (with sidewalk)	20,617	SY	\$ 10.00	\$ 206,167
514	4' Sidewalk	49,480	SF	\$ 8.00	\$ 395,840
601	Turn Lanes and Median Openings	4,533	SY	\$ 70.00	\$ 317,333
Paving Construction Cost Subtotal:					\$ 5,285,262
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
✓ Prep ROW		5%	\$	264,263	
✓ Traffic Control	None Anticipated	0%	\$	-	
✓ Pavement Markings/Markers		5%	\$	264,263	
✓ Roadway Drainage	Standard Internal System	35%	\$	1,849,842	
✓ Special Drainage Structures	Bridge	\$7,000,000	\$	7,000,000	
✓ Water	Minor Adjustments	5%	\$	264,263	
✓ Sewer	Minor Adjustments	5%	\$	264,263	
✓ Establish Turf / Erosion Control		2%	\$	105,705	
✓ Illumination	Standard Illumination System	6%	\$	317,116	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	10,329,715
Paving and Allowance Subtotal:				\$	15,614,977
Construction Contingency:				15%	\$ 2,342,247
Construction Cost TOTAL:				\$	17,958,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 17,958,000
Engineering/Survey/Testing:		20%	\$ 3,591,600
Mobilization		6%	\$ 1,077,480
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 5,387,400
Impact Fee Project Cost TOTAL:			\$ 28,014,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-5
Name:	Denton Creek Blvd Canyon Falls Dr to 1155' S of	This project consists of the construction of half of an Urban Minor Arterial with bike lanes.		
Limits:	Canyon Falls Dr			
Impact Fee Class:	UMABL (1/2)			
Ultimate Class:	UMABL			
Length (lf):	1,195			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
115	Unclassified Street Excavation	2,058	CY	\$ 27.00	\$ 55,568
215	10" Lime Stabilization	4,382	SY	\$ 15.00	\$ 65,725
315	8" Reinforced Concrete	4,116	SY	\$ 73.00	\$ 300,476
415	Block Sod with 4" Topsoil (with sidewalk)	3,054	SY	\$ 10.00	\$ 30,539
515	4' Sidewalk	4,780	SF	\$ 8.00	\$ 38,240
Paving Construction Cost Subtotal:					\$ 490,548
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
✓ Prep ROW		5%	\$	24,527	
Traffic Control	None Anticipated	0%	\$	-	
✓ Pavement Markings/Markers		5%	\$	24,527	
✓ Roadway Drainage	Standard Internal System	35%	\$	171,692	
Special Drainage Structures	None Anticipated	\$0	\$	-	
✓ Water	Minor Adjustments	5%	\$	24,527	
✓ Sewer	Minor Adjustments	5%	\$	24,527	
✓ Establish Turf / Erosion Control		2%	\$	9,811	
✓ Illumination	Standard Illumination System	6%	\$	29,433	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	309,045
Paving and Allowance Subtotal:				\$	799,592
Construction Contingency:				15%	\$ 119,939
Construction Cost TOTAL:				\$	920,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 920,000
Engineering/Survey/Testing:		20%	\$ 184,000
Previous Contribution			
Mobilization		6%	\$ 55,200
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 276,000
Impact Fee Project Cost TOTAL:			\$ 1,435,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-6
Name:	Denton Creek Blvd	This project consists of the construction of an Urban Minor Arterial with bike lanes.		
Limits:	1155' S of Canyon Falls Dr to Cross Timbers Rd			
Impact Fee Class:	UMABL (1/2)			
Ultimate Class:	UMABL			
Length (lf):	3,600			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
115	Unclassified Street Excavation	6,200	CY	\$ 27.00	\$ 167,400
215	10" Lime Stabilization	13,200	SY	\$ 15.00	\$ 198,000
315	8" Reinforced Concrete	12,400	SY	\$ 73.00	\$ 905,200
415	Block Sod with 4" Topsoil (with sidewalk)	9,200	SY	\$ 10.00	\$ 92,000
515	4' Sidewalk	14,400	SF	\$ 8.00	\$ 115,200
601	Turn Lanes and Median Openings	0	SY	\$ 70.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,477,800
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
✓ Prep ROW		5%	\$	73,890	
Traffic Control	None Anticipated	0%	\$	-	
✓ Pavement Markings/Markers		5%	\$	73,890	
✓ Roadway Drainage	Standard Internal System	35%	\$	517,230	
Special Drainage Structures	None Anticipated	\$0	\$	-	
✓ Water	Minor Adjustments	5%	\$	73,890	
✓ Sewer	Minor Adjustments	5%	\$	73,890	
✓ Establish Turf / Erosion Control		2%	\$	29,556	
✓ Illumination	Standard Illumination System	6%	\$	88,668	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	931,014
Paving and Allowance Subtotal:				\$	2,408,814
Construction Contingency:				15%	\$ 361,322
Construction Cost TOTAL:				\$	2,771,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,771,000
Engineering/Survey/Testing:		20%	\$ 554,200
Mobilization		6%	\$ 166,260
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 831,300
Impact Fee Project Cost TOTAL:			\$ 4,323,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-7
Name:	Stonecrest Rd	This project consists of the construction of an Urban Collector.		
Limits:	850' S of Canyon Falls Dr to UMAB 1			
Impact Fee Class:	UMABL			
Ultimate Class:	UC			
Length (lf):	1,255			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
114	Unclassified Street Excavation	4,323	CY	\$ 27.00	\$ 116,715
214	10" Lime Stabilization	9,203	SY	\$ 15.00	\$ 138,050
314	8" Reinforced Concrete	8,646	SY	\$ 73.00	\$ 631,126
414	Block Sod with 4" Topsoil (with sidewalk)	4,183	SY	\$ 10.00	\$ 41,833
514	4' Sidewalk	10,040	SF	\$ 8.00	\$ 80,320
Paving Construction Cost Subtotal:					\$ 1,072,434
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
√	Prep ROW	None Anticipated		5%	\$ 53,622
	Traffic Control			0%	\$ -
√	Pavement Markings/Markers	Standard Internal System		5%	\$ 53,622
√	Roadway Drainage			35%	\$ 375,352
	Special Drainage Structures	None Anticipated		\$0	\$ -
√	Water	Minor Adjustments		5%	\$ 53,622
√	Sewer	Minor Adjustments		5%	\$ 53,622
√	Establish Turf / Erosion Control	Standard Illumination System		2%	\$ 21,449
√	Illumination			6%	\$ 64,346
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 675,633
Paving and Allowance Subtotal:				\$	1,748,067
Construction Contingency:				15%	\$ 262,210
Construction Cost TOTAL:				\$	2,011,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,011,000
Engineering/Survey/Testing:		20%	\$ 402,200
Mobilization		6%	\$ 120,660
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 603,300
Impact Fee Project Cost TOTAL:			\$ 3,137,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-8
Name:	Stonecrest Rd	This project consists of the construction of an Urban Collector.		
Limits:	UMAB 1 to Cross Timbers Rd			
Impact Fee Class:	UC			
Ultimate Class:	UC			
Length (lf):	3,700			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
106	Unclassified Street Excavation	7,606	CY	\$ 27.00	\$ 205,350
206	8" Lime Stabilization	16,033	SY	\$ 15.00	\$ 240,500
306	8" Reinforced Concrete	15,211	SY	\$ 73.00	\$ 1,110,411
406	Block Sod with 4" Topsoil (with sidewalk)	6,578	SY	\$ 10.00	\$ 65,778
506	4' Sidewalk	29,600	SF	\$ 8.00	\$ 236,800
Paving Construction Cost Subtotal:					\$ 1,858,839
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	92,942
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		5%	\$	92,942
✓	Roadway Drainage	Standard Internal System	35%	\$	650,594
	Special Drainage Structures	None Anticipated	\$0	\$	-
✓	Water	Minor Adjustments	5%	\$	92,942
✓	Sewer	Minor Adjustments	5%	\$	92,942
✓	Establish Turf / Erosion Control		2%	\$	37,177
✓	Illumination	Standard Illumination System	6%	\$	111,530
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	1,171,069
Paving and Allowance Subtotal:				\$	3,029,907
Construction Contingency:				15%	\$ 454,486
Construction Cost TOTAL:				\$	3,485,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,485,000
Engineering/Survey/Testing:		20%	\$ 697,000
Mobilization		6%	\$ 209,100
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 1,045,500
Impact Fee Project Cost TOTAL:			\$ 5,437,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-9
Name:	UMAB 1	This project consists of the construction of an Urban Minor Arterial with bike lanes.		
Limits:	Denton Creek Blvd to US 377			
Impact Fee Class:	UC			
Ultimate Class:	UMABL			
Length (If):	3,025			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
106	Unclassified Street Excavation	6,218	CY	\$ 27.00	\$ 167,888
206	8" Lime Stabilization	13,108	SY	\$ 15.00	\$ 196,625
306	8" Reinforced Concrete	12,436	SY	\$ 73.00	\$ 907,836
406	Block Sod with 4" Topsoil (with sidewalk)	5,378	SY	\$ 10.00	\$ 53,778
506	4' Sidewalk	24,200	SF	\$ 8.00	\$ 193,600
601	Turn Lanes and Median Openings	0	SY	\$ 70.00	\$ -
Paving Construction Cost Subtotal:					\$ 1,519,726
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
✓ Prep ROW		5%	\$	75,986	
Traffic Control	None Anticipated	0%	\$	-	
✓ Pavement Markings/Markers		5%	\$	75,986	
✓ Roadway Drainage	Standard Internal System	35%	\$	531,904	
Special Drainage Structures	None Anticipated	\$0	\$	-	
✓ Water	Minor Adjustments	5%	\$	75,986	
✓ Sewer	Minor Adjustments	5%	\$	75,986	
✓ Establish Turf / Erosion Control		2%	\$	30,395	
✓ Illumination	Standard Illumination System	6%	\$	91,184	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal		Allowance Subtotal:	\$	957,428	
			Paving and Allowance Subtotal:	\$	2,477,154
			Construction Contingency:	15%	\$ 371,573
			Construction Cost TOTAL:	\$	2,849,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,849,000
Engineering/Survey/Testing:		20%	\$ 569,800
Mobilization		6%	\$ 170,940
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 854,700
Impact Fee Project Cost TOTAL:			\$ 4,444,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-10
Name:	UMAB2	This project consists of the construction of an Urban Minor Arterial with bike lanes.		
Limits:	Limit			
Impact Fee Class:	UMABL			
Ultimate Class:	UMABL			
Length (lf):	1,405			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
114	Unclassified Street Excavation	4,839	CY	\$ 27.00	\$ 130,665
214	10" Lime Stabilization	10,303	SY	\$ 15.00	\$ 154,550
314	8" Reinforced Concrete	9,679	SY	\$ 73.00	\$ 706,559
414	Block Sod with 4" Topsoil (with sidewalk)	4,683	SY	\$ 10.00	\$ 46,833
514	4' Sidewalk	11,240	SF	\$ 8.00	\$ 89,920
601	Turn Lanes and Median Openings	1,030	SY	\$ 70.00	\$ 72,086
Paving Construction Cost Subtotal:					\$ 1,200,613
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
✓ Prep ROW		5%	\$	60,031	
✓ Traffic Control	None Anticipated	0%	\$	-	
✓ Pavement Markings/Markers		5%	\$	60,031	
✓ Roadway Drainage	Standard Internal System	35%	\$	420,215	
✓ Special Drainage Structures	None Anticipated	\$0	\$	-	
✓ Water	Minor Adjustments	5%	\$	60,031	
✓ Sewer	Minor Adjustments	5%	\$	60,031	
✓ Establish Turf / Erosion Control		2%	\$	24,012	
✓ Illumination	Standard Illumination System	6%	\$	72,037	
Other:		\$0	\$	-	
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	756,386
Paving and Allowance Subtotal:				\$	1,957,000
Construction Contingency:				15%	\$ 293,550
Construction Cost TOTAL:				\$	2,251,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,251,000
Engineering/Survey/Testing:		20%	\$ 450,200
Mobilization		6%	\$ 135,060
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 675,300
Impact Fee Project Cost TOTAL:			\$ 3,512,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-11
Name:	Urban Collector 1	This project consists of the construction of an Urban Collector.		
Limits:	Cross Timbers Road to Cross Timbers Rd			
Impact Fee Class:	UMABL			
Ultimate Class:	UC			
Length (lf):	4,400			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
114	Unclassified Street Excavation	15,156	CY	\$ 27.00	\$ 409,200
214	10" Lime Stabilization	32,267	SY	\$ 15.00	\$ 484,000
314	8" Reinforced Concrete	30,311	SY	\$ 73.00	\$ 2,212,711
414	Block Sod with 4" Topsoil (with sidewalk)	14,667	SY	\$ 10.00	\$ 146,667
514	4' Sidewalk	35,200	SF	\$ 8.00	\$ 281,600
Paving Construction Cost Subtotal:					\$ 3,759,928
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	187,996
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		5%	\$	187,996
✓	Roadway Drainage	Standard Internal System	35%	\$	1,315,975
	Special Drainage Structures	None Anticipated	\$0	\$	-
✓	Water	Minor Adjustments	5%	\$	187,996
✓	Sewer	Minor Adjustments	5%	\$	187,996
✓	Establish Turf / Erosion Control		2%	\$	75,199
✓	Illumination	Standard Illumination System	6%	\$	225,596
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	2,368,755
Paving and Allowance Subtotal:				\$	6,128,682
Construction Contingency:				15%	\$ 919,302
Construction Cost TOTAL:				\$	7,048,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 7,048,000
Engineering/Survey/Testing:		20%	\$ 1,409,600
Mobilization		6%	\$ 422,880
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 2,114,400
Impact Fee Project Cost TOTAL:			\$ 10,995,000

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Town of Flower Mound
2020 Roadway Impact Fee Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 1/20/2021

Project Information:		Description:	Project No.	C-12
Name:	Urban Collector 1	This project consists of the construction of an Urban Collector.		
Limits:	Stonecrest Rd to Cross Timbers Rd			
Impact Fee Class:	UC			
Ultimate Class:	UC			
Length (lf):	3,115			
Service Area(s):	C			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
106	Unclassified Street Excavation	6,403	CY	\$ 27.00	\$ 172,883
206	8" Lime Stabilization	13,498	SY	\$ 15.00	\$ 202,475
306	8" Reinforced Concrete	12,806	SY	\$ 73.00	\$ 934,846
406	Block Sod with 4" Topsoil (with sidewalk)	5,538	SY	\$ 10.00	\$ 55,378
506	4' Sidewalk	24,920	SF	\$ 8.00	\$ 199,360
Paving Construction Cost Subtotal:					\$ 1,564,941
Major Construction Component Allowances**:					
Item Description		Notes		Allowance	Item Cost
√	Prep ROW	None Anticipated		5%	\$ 78,247
	Traffic Control			0%	\$ -
√	Pavement Markings/Markers	Standard Internal System		5%	\$ 78,247
√	Roadway Drainage			35%	\$ 547,729
	Special Drainage Structures	None Anticipated		\$0	\$ -
√	Water	Minor Adjustments		5%	\$ 78,247
√	Sewer	Minor Adjustments		5%	\$ 78,247
√	Establish Turf / Erosion Control	Standard Illumination System		2%	\$ 31,299
√	Illumination			6%	\$ 93,896
	Other:			\$0	\$ -
**Allowances based on % of Paving Construction Cost Subtotal				Allowance Subtotal:	\$ 985,913
Paving and Allowance Subtotal:				\$	2,550,854
Construction Contingency:				15%	\$ 382,628
Construction Cost TOTAL:				\$	2,934,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,934,000
Engineering/Survey/Testing:		20%	\$ 586,800
Mobilization		6%	\$ 176,040
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 880,200
Impact Fee Project Cost TOTAL:			\$ 4,577,000

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B. CIP Service Units of Supply

Town of Flower Mound - 2020 Roadway Impact Fee Update

CIP Service Units of Supply

Service Area A

1/20/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
A-1	Aberdeen Dr	FM 2499 (Long Prairie Rd) to 1340' N of Spinks Rd	0.48	4	UMAD	0	100%	650	1,252	0	1,252	\$ 1,454,821	\$ 1,454,821
A-2	Aberdeen Dr	1340' N of Spinks Rd to 700' N of Spinks Rd	0.12	4	UMAD	8	100%	650	323	1	322	\$ 636,000	\$ 636,000
A-3	Chinn Chapel Rd	FM 407 (Justin Rd) to Waketon Rd	0.66	4	UMAU	1,163	50%	525	688	381	307	\$ 2,728,803	\$ 1,364,402
A-4	Dixon Ln	Chinn Chapel Rd to Crestside Dr	1.24	4	UMAD	1,192	100%	650	3,211	1,472	1,739	\$ 5,297,438	\$ 5,297,438
A-5	Duncan Ln	Honeysuckle Way to Spinks Rd	0.38	4	UMAU	408	50%	525	396	77	319	\$ 562,532	\$ 281,266
A-6	Firewheel Dr	515' S of FM 1171 to 140' S of Hearthstone Dr	0.24	4	UMAU	36	100%	525	513	9	504	\$ 603,525	\$ 603,525
A-7	FM 2499 (Long Prairie Rd)	FM 1171 (Cross Timbers) to Spinks Rd	2.73	6	P6D	4,530	100%	750	12,282	12,364	-82	\$ 1,515,721	\$ 1,515,721
A-8	Garden Ridge Blvd	Bellaire Blvd to Forest Vista Dr	0.81	4	GUA	1,247	50%	650	1,057	507	550	\$ 1,146,031	\$ 573,016
A-9	Garden Ridge Blvd	FM 3040 to Spinks Rd	0.75	4	GUA	912	100%	650	1,942	681	1,261	\$ 1,891,126	\$ 1,891,126
A-10	Garden Ridge Blvd	Spinks Rd to Lakeside Pkwy	0.42	4	GUA	911	100%	650	1,103	386	716	\$ 2,504,704	\$ 2,504,704
A-11	Kirkpatrick Ln	Morriss Rd to Kirkpatrick Ln	0.99	2	UC	473	100%	425	844	469	374	\$ 3,794,884	\$ 3,794,884
A-12	Kirkpatrick Ln	Spanish Oak Dr to 1310' W of Garden Ridge Blvd	0.41	4	UMAD	0	100%	650	1,067	0	1,067	\$ 5,243,000	\$ 5,243,000
A-13	Lake Forest Blvd	75' S of Lincoln Ct to Foxborough Trail	0.15	2	UC	200	100%	425	131	31	100	\$ 1,400,601	\$ 1,400,601
A-14	Lakeside Pkwy	FM 2499 (Long Prairie Rd) to Gerault Rd	1.08	6	P6D	937	100%	750	4,859	1,012	3,847	\$ 4,375,554	\$ 4,375,554
A-15	Lakeside Pkwy	Gerault Rd to Garden Ridge Blvd	0.50	6	P6D	1,270	100%	750	2,242	633	1,609	\$ 2,018,856	\$ 2,018,856
A-16	Lakeside Pkwy	Garden Ridge Blvd to South Town Limit	0.53	6	P6D	999	100%	750	2,381	529	1,852	\$ 2,145,590	\$ 2,145,590
A-17	Morriss Rd	Mandarin Way to Flower Mound Rd	0.16	4	UMAD	1,981	100%	650	412	314	98	\$ 1,009,492	\$ 1,009,492
A-18	Sagebrush Dr	Old Settlers Rd to FM 2499 (Long Prairie Rd)	0.51	2	UC	476	100%	425	438	245	193	\$ 3,209,771	\$ 3,209,771
A-19,B-6	Simmons Rd	Wichita Trail to McKamy Creek Rd	0.51	4	UMAU	428	50%	525	540	110	430	\$ 1,128,789	\$ 564,395
A-20	Spinks Rd	Aberdeen Dr to Gerault Rd	0.93	4	UMAD	1,259	100%	650	2,417	1,170	1,247	\$ 448,253	\$ 448,253
A-21	Spinks Rd	Gerault Rd to Garden Ridge Blvd	0.56	4	UMAD	324	100%	650	1,464	182	1,281	\$ 968,297	\$ 968,297
A-22	Timber Creek Rd	445' S of Glenn Hollow Ln to Kirkpatrick Ln	0.20	4	UMAU	116	100%	525	428	24	404	\$ 690,850	\$ 690,850
A-23	Waketon/College Connector	Waketon Rd to College Pkwy	0.27	2	UC	0	100%	425	228	0	228	\$ 1,353,000	\$ 1,353,000
A-24	Windsor Dr	Amy Ln to FM 2499 (Long Prairie Rd)	0.60	2	UC	246	100%	425	512	148	364	\$ 1,058,867	\$ 1,058,867
A-25	Yucca Dr	440' E of FM 2499 to 460' S of FM 1171	0.08	2	UC	0	100%	425	66	0	66	\$ 214,416	\$ 214,416
S-1	Intersection	College Pkwy. at Timber Creek Rd.	0.00				100%					\$ 275,000	\$ 275,000
S-2	Intersection	Bruton Orand Blvd. at Quail Run Rd.	0.00				50%					\$ 275,000	\$ 137,500
S-3	Intersection	Churchill Dr. at Peters Colony Rd.	0.00				100%					\$ 990,000	\$ 990,000
S-4	Intersection	Cross Timbers Rd. at Forums Dr.	0.00				100%					\$ 179,000	\$ 179,000
S-5	Intersection	Garden Ridge Blvd. at Kirkpatrick Ln.	0.00				100%					\$ 275,000	\$ 275,000
S-6	Intersection	FM 2499 (Long Prairie Rd.) at Chaparral Ln.	0.00				100%					\$ 375,000	\$ 375,000
S-7	Intersection	Garden Ridge Blvd. at Forest Vista Rd.	0.00				100%					\$ 275,000	\$ 275,000
S-8	Intersection	FM 2499 (Long Prairie Rd.) at Northshore Blvd.	0.00				100%					\$ 275,000	\$ 275,000
S-9	Intersection	FM 2499 (Long Prairie Rd.) at Aberdeen Dr.	0.00				100%					\$ 380,000	\$ 380,000
S-10	Intersection	Lakeside Pkwy. at Silveron Blvd.	0.00				100%					\$ 275,000	\$ 275,000
S-11	Intersection	FM 2499 (Long Prairie Rd.) at Silveron Blvd.	0.00				100%					\$ 390,000	\$ 390,000
S-12	Intersection	Gerault Rd. at Old Gerault Rd.	0.00				100%					\$ 275,000	\$ 275,000
S-13	Intersection	Lakeside Pkwy. at Enterprise Dr.	0.00				100%					\$ 275,000	\$ 275,000
I-1	Intersection Improvement	Dixon Ln. at Morriss Rd.	0.00				100%					\$ 375,000	\$ 375,000
I-2	Right-turn lane - all directions	FM 2499 (Long Prairie Rd.) at Waketon Rd.	0.00				100%					\$ 1,473,000	\$ 1,473,000
I-3	Intersection Improvement	FM 2499 (Long Prairie Rd.) at College Pkwy.	0.00				100%					\$ 333,000	\$ 333,000
I-4	Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.	0.00				50%					\$ 375,000	\$ 187,500
I-5	Intersection Improvement	Cross Timbers Rd. at Auburn Dr.	0.00				100%					\$ 375,000	\$ 375,000
I-6	Westbound right-turn lane	Cross Timbers Rd. at FM 2499 (Long Prairie Rd.)	0.00				100%					\$ 492,000	\$ 492,000
I-7	Intersection Improvement	Flower Mound Rd. at McKamy Creek Rd.	0.00				100%					\$ 336,000	\$ 336,000
I-8	Intersection Improvement	Flower Mound Rd. at FM 2499 (Long Prairie Rd.)	0.00				100%					\$ 2,210,000	\$ 2,210,000
I-9	Intersection Improvement	Flower Mound Rd. at Garden Ridge Blvd.	0.00				100%					\$ 375,000	\$ 375,000
I-10	Intersection Improvement	FM 2499 (Long Prairie Rd.) at Lakeside Pkwy.	0.00				100%					\$ 375,000	\$ 375,000
I-11	Intersection Improvement	Lakeside Pkwy. At Gerault Rd.	0.00				100%					\$ 375,000	\$ 375,000
SUBTOTAL									40,792	20,744	20,048	\$ 59,008,921	\$ 55,900,844
2020 Roadway Impact Fee Update Cost Per Service Area												\$	30,000
TOTAL COST IN SERVICE AREA A												\$	55,930,844

Town of Flower Mound - 2020 Roadway Impact Fee Update

CIP Service Units of Supply

10/30/2020

Service Area B

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
B-1	Flower Mound Rd	FM 1171 (Cross Timbers) to Skillern Rd	1.21	4	UMAD	848	100%	650	3,136	1,023	2,113	\$ 680,380	\$ 680,380
B-2	Red Rock/Shiloh Connector	Red Rock Ln to Shiloh Rd	1.01	2	RC	0	100%	425	861	0	861	\$ 6,845,000	\$ 6,845,000
B-3	Scenic /Flower Mound Connector	Scenic Dr to Alcott Ave	0.45	2	RC	0	100%	425	385	0	385	\$ 3,067,000	\$ 3,067,000
B-4	Shiloh Rd/Lusk Ln Connector	2820' E of Shiloh Rd to Lusk Ln	0.58	2	RC	0	100%	425	496	0	496	\$ 3,945,000	\$ 3,945,000
B-5	Shiloh Rd/Lusk Ln Connector	Shiloh Rd to 2820' E of Shiloh Rd	0.53	2	RC	0	50%	425	227	0	227	\$ 3,611,000	\$ 1,805,500
A-19,B-6	Simmons Rd	Wichita Trail to McKamy Creek Rd	0.51	4	UMAU	428	50%	525	540	110	430	\$ 1,128,789	\$ 564,395
S-2	Intersection	Bruton Orand Blvd. at Quail Run Rd.	0.00				50%					\$ 275,000	\$ 137,500
I - 4	Northbound right-turn lane	Bruton Orand Blvd. at Cross Timbers Rd.	0.00				50%					\$ 230,000	\$ 115,000
I-12	Intersection Improvement	Cross Timbers Rd. at Flower Mound Rd.	0.00				100%					\$ 375,000	\$ 375,000
SUBTOTAL									5,645	1,133	4,512	\$ 20,157,169	\$ 17,534,775
2020 Roadway Impact Fee Update Cost Per Service Area												\$	30,000
TOTAL COST IN SERVICE AREA B												\$	17,564,775

Town of Flower Mound - 2020 Roadway Impact Fee Update

CIP Service Units of Supply

10/30/2020

Service Area C

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
C-1	CrossTimbers/Dunham Connector	Cross Timbers Rd to Dunham Rd	0.51	2	RC	0	100%	425	437	0	437	\$ 3,483,000	\$ 3,483,000
C-2	CrossTimbers/US 377 Connector1	US 377 to Cross Timbers Rd	2.14	4	GRA	0	100%	650	5,551	0	5,551	\$ 22,005,000	\$ 22,005,000
C-3	CrossTimbers/US 377 Connector2	CrossTimbers/US 377 Connector1 to Cross Timbers Rd	0.90	2	RC	0	100%	425	766	0	766	\$ 6,090,000	\$ 6,090,000
C-4	Denton Creek Blvd	IH-35 Diamond Interchange to 120' NW of Prairie Ridge Rd	1.17	4	UMABL	0	100%	650	3,047	0	3,047	\$ 28,014,000	\$ 28,014,000
C-5	Denton Creek Blvd	Canyon Falls Dr to 1155' S of Canyon Falls Dr	0.23	4	UMABL	2	100%	650	589	0	589	\$ 1,435,000	\$ 1,435,000
C-6	Denton Creek Blvd	1155' S of Canyon Falls Dr to Cross Timbers Rd	0.68	4	UMABL	0	100%	650	1,772	0	1,772	\$ 4,323,000	\$ 4,323,000
C-7	Stonecrest Rd	850' S of Canyon Falls Dr to UMAB 1	0.24	2	UC	0	100%	425	202	0	202	\$ 3,137,000	\$ 3,137,000
C-8	Stonecrest Rd	UMAB 1 to Cross Timbers Rd	0.70	2	UC	0	100%	425	596	0	596	\$ 5,437,000	\$ 5,437,000
C-9	UMAB 1	Denton Creek Blvd to US 377	0.57	4	UMABL	0	100%	650	1,491	0	1,491	\$ 4,444,000	\$ 4,444,000
C-10	UMAB2	Denton Creek Blvd to West Town Limit	0.27	4	UMABL	0	100%	650	692	0	692	\$ 3,512,000	\$ 3,512,000
C-11	Urban Collector 1	Cross Timbers Road to Cross Timbers Rd	0.83	2	UC	0	100%	425	708	0	708	\$ 10,995,000	\$ 10,995,000
C-12	Urban Collector 1	Stonecrest Rd to Cross Timbers Rd	0.59	2	UC	0	100%	425	501	0	501	\$ 4,577,000	\$ 4,577,000
S-14	Intersection	US 377 at Canyon Falls Dr.					100%					\$ 205,000	\$ 205,000
S-15	Intersection	Cross Timbers Rd. at Canyon Falls Dr.					50%					\$ 275,000	\$ 137,500
S-16	Intersection	Cross Timbers Rd. at Denton Creek Blvd.					100%					\$ 275,000	\$ 275,000
S-17	Intersection	Cross Timbers Rd. at Cross Timbers/US 377 Connector 1					100%					\$ 275,000	\$ 275,000
SUBTOTAL									16,352	0	16,352	\$ 98,482,000	\$ 98,344,500

2020 Roadway Impact Fee Update Cost Per Service Area \$ 30,000

TOTAL COST IN SERVICE AREA C \$ 98,374,500

C. Existing Roadway Facilities Inventory

Town of Flower Mound - 2020 Roadway Impact Fee Update
Existing Roadway Facilities Inventory

Service Area A

10/30/2020

OBJECTID	ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	SERVICE AREA	STATUS	STATUS 2020	EXIST LANE		EXIST TYPE	TP TYPE	PM PEAK HOUR VOLUME		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
									NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		
27	Aberdeen Dr	700' N of Spinks Rd	Spinks Rd	698	0.13	A	Completed	Established	2	2	4D	UMAD	8	8	100%	650	650	172	172	1	1	171	171		
28	Aberdeen Dr	FM 2499 (Long Prairie Rd)	1340' N of Spinks Rd	2,543	0.48	A	Widening	Widening	0	2	2U	UMAD	0	0	100%	475	475	0	458	0	0	0	458		
205	Aberdeen Dr	1340' N of Spinks Rd	700' N of Spinks Rd	655	0.12	A	Widening	Widening	2	0	2U	UMAD	8	0	100%	475	475	118	0	1	0	117	0		
68	Auburn Dr	Cross Timbers Rd	Peters Colony Rd	2,164	0.41	A	Completed	Established	1	1	2U	UC	155	155	100%	475	475	195	195	64	64	131	131		
103	Bridlewood Blvd	Waketon Rd	Windsor Dr	5,148	0.97	A/B	Completed	Established	2	2	4D	UMAD	419	432	50%	650	650	634	634	204	211	429	423		
132	Bridlewood Blvd	Windsor Dr	Cross Timbers Rd	2,813	0.53	A/B	Completed	Established	2	2	4D	UMAD	455	368	50%	650	650	346	346	121	98	225	248		
36	Browning Dr	Grand Park Pl Ln	Valley Ridge Blvd	1,131	0.21	A	Completed	Established	1	1	2U	UC	413	413	100%	475	475	102	102	88	88	13	13		
126	Browning Dr	FM 407 (Justin Rd)	Grand Park Pl Ln	759	0.14	A	Completed	Established	2	2	4D	UC	413	413	100%	650	650	187	187	59	59	127	127		
69	Bruton Grand Blvd	Quail Run	Flower Mound Rd	3,727	0.71	A/B	Completed	Established	2	2	4D	UMAD	491	331	50%	650	650	459	459	173	117	286	342		
160	Bruton Grand Blvd	Cross Timbers Rd	Quail Run	2,032	0.38	A/B	Completed	Established	2	2	4D	UMAD	543	474	50%	650	650	250	250	105	91	146	159		
34	Chinn Chapel Rd	North Town Limit	FM 407 (Justin Rd)	2,535	0.48	A	Completed	Established	1	1	2U	RC	221	221	50%	475	475	114	114	53	53	61	61		
39	Chinn Chapel Rd	FM 407 (Justin Rd)	Waketon Rd	3,459	0.66	A	Completed	Completed 2015	2	2	4U	UMAD	612	551	50%	525	525	344	344	200	180	143	163		
56	Churchill Dr	Windsor Dr	Cross Timbers Rd	2,774	0.53	A	Completed	Established	1	1	2U	UC	200	200	100%	475	475	250	250	105	105	145	145		
67	Churchill Dr	Peters Colony Rd	FM 2499 (Long Prairie Rd)	1,751	0.33	A	Completed	Established	2	2	4U	UMAU	160	160	100%	525	525	348	348	53	53	295	295		
133	Churchill Dr	Cross Timbers Rd	Peters Colony Rd	675	0.13	A	Completed	Established	2	2	4U	UMAU	350	350	100%	525	525	134	134	45	45	90	90		
50	College Pkwy	Morris Rd	Kirkpatrick Ln	5,535	1.05	A	Completed	Established	2	2	4D	UMAD	270	284	100%	650	650	1,363	1,363	283	298	1,080	1,065		
52	College Pkwy	FM 2499 (Long Prairie Rd)	Morris Rd	4,620	0.88	A	Completed	Established	2	2	4D	UMAD	177	200	100%	650	650	1,138	1,138	155	175	983	963		
120	College Pkwy	Waketon/College Connector	FM 2499 (Long Prairie Rd)	676	0.13	A	Completed	Completed 2020	1	1	2U	UC	13	13	100%	475	475	61	61	2	2	59	59		
1	Cross Timbers Rd	Morris Rd	Kirkpatrick Ln	6,286	1.19	A	Completed	Established	3	3	6D	P6D	1,619	1,623	100%	750	750	2,679	2,679	1,928	1,932	751	747		
55	Cross Timbers Rd	Bruton Grand Blvd	Old Settlers Rd	5,080	0.96	A	Completed	Established	3	3	6D	P6D	1,119	1,331	100%	750	750	2,165	2,165	1,077	1,281	1,088	884		
59	Cross Timbers Rd	Kirkpatrick Ln	East Town Limit	2,659	0.50	A	Completed	Established	3	3	6D	P6D	1,659	1,808	50%	750	750	567	567	418	455	149	111		
65	Cross Timbers Rd	FM 2499 (Long Prairie Rd)	Morris Rd	2,606	0.49	A	Completed	Established	3	3	6D	P6D	1,486	1,696	100%	750	750	1,111	1,111	734	837	377	273		
66	Cross Timbers Rd	Old Settlers Rd	FM 2499 (Long Prairie Rd)	3,270	0.62	A	Completed	Established	3	3	6D	P6D	1,434	1,428	100%	750	750	1,394	1,394	888	884	505	509		
2	Dixon Ln	Chinn Chapel Rd	Crestside Dr	6,521	1.24	A	Completed	Completed 2015	2	2	4D	UMAD	561	631	100%	650	650	1,606	1,606	693	779	913	826		
201	Dixon Ln	Crestside Dr	Morris Rd	1,548	0.29	A	Completed	Established	2	2	4D	UMAD	472	612	100%	650	650	381	381	138	179	243	202		
13	Duncan Ln	Honeysuckle Way	Spinks Rd	1,989	0.38	A	Widening	Widening	1	1	2U	UMAU	204	204	50%	475	475	89	89	38	38	51	51		
202	Duncan Ln	Flower Mound Rd	Honeysuckle Way	1,491	0.28	A	Completed	Established	2	2	4U	UMAU	212	212	50%	525	525	148	148	30	30	118	118		
57	Eaton St	Morris Rd	Timber Creek Rd	501	0.09	A	Completed	Established	2	2	4D	UMAD	112	112	100%	650	650	123	123	11	11	113	113		
75	Firewheel Dr	Morris Rd	FM 2499 (Long Prairie Rd)	3,049	0.58	A	Completed	Established	2	2	4D	UMAD	127	127	100%	650	650	751	751	73	73	677	677		
138	Firewheel Dr	140' S of Hearshstone Dr	Morris Rd	1,841	0.35	A	Completed	Established	2	2	4U	UMAD	64	64	100%	650	650	453	453	22	22	431	431		
189	Firewheel Dr	515' S of FM 1171	140' S of Hearshstone Dr	1,290	0.24	A	Completed	Completed 2020	2	2	4U	UMAU	18	18	100%	525	525	257	257	4	4	252	252		
192	Firewheel Dr	Cross Timbers	420' S of Cross Timbers	425	0.08	A	Completed	Established	2	2	4U	UMAU	18	18	100%	525	525	85	85	1	1	83	83		
14	Flower Mound Rd	Garden Ridge Blvd	Duncan Ln	2,796	0.53	A	Completed	Established	3	3	6D	P6D	1,122	1,174	100%	750	750	1,191	1,191	594	622	597	570		
15	Flower Mound Rd	Lake Forest Blvd	Gerault Rd	5,538	1.05	A	Completed	Established	3	3	6D	P6D	810	1,290	100%	750	750	2,360	2,360	850	1,353	1,510	1,007		
16	Flower Mound Rd	McKamy Creek Rd	FM 2499 (Long Prairie Rd)	1,339	0.25	A	Completed	Established	3	3	6D	P6D	1,019	1,789	100%	750	750	571	571	258	454	312	117		
72	Flower Mound Rd	Simmons Rd	1660' W of Old Settlers Rd	2,731	0.52	A/B	Completed	Established	2	2	4D	UMAD	607	1,104	50%	650	650	336	336	157	285	179	51		
73	Flower Mound Rd	Old Settlers Rd	McKamy Creek Rd	2,972	0.56	A	Completed	Established	2	2	4D	UMAD	1,399	705	100%	650	650	732	732	787	397	-56	335	56	
76	Flower Mound Rd	Gerault Rd	Garden Ridge Blvd	2,553	0.48	A	Completed	Established	3	3	6D	P6D	1,243	1,323	100%	750	750	1,088	1,088	601	640	487	448		
139	Flower Mound Rd	FM 2499 (Long Prairie Rd)	Lake Forest Blvd	2,847	0.54	A	Completed	Established	3	3	6D	P6D	831	1,164	100%	750	750	1,213	1,213	448	628	765	586		
195	Flower Mound Rd	1660' W of Old Settlers Rd	Old Settlers Rd	1,639	0.31	A	Completed	Established	2	2	4D	UMAD	607	1,104	100%	650	650	404	404	188	343	215	61		
7	FM 2499 (Long Prairie Rd)	Gerault Rd	South Town Limit	921	0.17	A	Completed	Established	3	3	6D	P6D	1,019	1,789	100%	750	750	992	992	178	312	215	80		
11	FM 2499 (Long Prairie Rd)	Lakeside Village Blvd	Gerault Rd	4,812	0.91	A	Completed	Established	3	3	6D	P6D	1,191	2,490	100%	750	750	2,051	2,051	1,085	2,269	965	-219		219
30	FM 2499 (Long Prairie Rd)	FM 407 (Justin Rd)	Dixon Ln	2,179	0.41	A	Completed	Established	3	3	6D	P6D	2,161	1,150	100%	750	750	928	928	892	475	37	454		
40	FM 2499 (Long Prairie Rd)	Dixon Ln	Waketon Rd	3,251	0.62	A	Completed	Established	3	3	6D	P6D	2,285	1,320	100%	750	750	1,385	1,385	1,407	813	-22	573	22	
64	FM 2499 (Long Prairie Rd)	125' S of W Windsor Dr	Cross Timbers Rd	4,077	0.77	A	Completed	Established	3	3	6D	P6D	2,339	1,456	100%	750	750	1,737	1,737	1,806	1,124	-69	613	69	
82	FM 2499 (Long Prairie Rd)	FM 1171 (Cross Timbers)	Spinks Rd	14,410	2.73	A	Completed	Completed 2015	3	3	6D	P6D	2,950	1,580	100%	750	750	6,141	6,141	8,051	4,312	-1,910	1,829	1,910	
130	FM 2499 (Long Prairie Rd)	College Pkwy	125' S of Windsor Dr	3,427	0.65	A	Completed	Established	3	3	6D	P6D	2,339	1,456	100%	750	750	1,460	1,460	1,518	945	-58	515	58	
131	FM 2499 (Long Prairie Rd)	Waketon Rd	College Pkwy	1,533	0.29	A	Completed	Established	3	3	6D	P6D	2,353	1,411	100%	750	750	653	653	683	410	-30	244	30	
151	FM 2499 (Long Prairie Rd)	Spinks Rd	Lakeside Village Blvd	4,454	0.84	A	Completed	Established	3	3	6D	P6D	2,828	1,263	100%	750	750	1,898	1,898	2,385	1,065	-488	833	488	
33	FM 407 (Justin Road)	West Town Limit	FM 2499 (Long Prairie Rd)	3,453	0.65	A	Completed	Established	2	2	4D	UMAD	990	1,566	50%	650	650	425	425	324	512	101	-87		87
35	FM 407 (Justin Road)	FM 2499 (Long Prairie Rd)	Browning Dr	8,170	1.55	A	Completed	Established	2	2	4D	UMAD	1,307	1,539	50%	650	650	1,006	1,006	1,011	1,191	-5	-185	5	185
122	FM 407 (Justin Road)	Browning Dr	East Town Limit	3,5																					

Town of Flower Mound - 2020 Roadway Impact Fee Update
Existing Roadway Facilities Inventory

Service Area A

10/30/2020

OBJECTID	ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	SERVICE AREA	STATUS	STATUS 2020	EXIST LANE		EXIST TYPE	TP TYPE	PM PEAK HOUR VOLUME		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
									NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		
31	Kirkpatrick Ln	Spanish Oak Dr	1310' W of Garden Ridge Blvd	2,167	0.41	A	New	Future	0	0	0	UMAD	0	0	100%	0	0	0	0	0	0				
32	Kirkpatrick Ln	College Pkwy	Cross Timbers Rd	2,711	0.51	A	Completed	Established	1	1	2U	UC	326	326	50%	475	475	122	122	84	38	38			
44	Kirkpatrick Ln	Morris Rd	Cross Timbers Rd	5,240	0.99	A	Completed	Completed 2015	1	1	2U	UC	224	249	100%	475	475	471	471	222	247	249	224		
45	Kirkpatrick Ln	Lonebuck Dr	College Pkwy	3,973	0.75	A	Completed	Established	1	1	2U	UC	203	203	50%	475	475	179	179	76	102	102			
140	Kirkpatrick Ln	1340' W of Garden Ridge Blvd	Garden Ridge Blvd	1,342	0.25	A	Completed	Established	2	2	4D	UMAD	201	201	100%	650	650	330	330	51	51	279	279		
141	Kirkpatrick Ln	Cross Timbers Rd	Spanish Oak Dr	2,361	0.45	A	Completed	Established	2	2	4D	UMAD	201	201	100%	650	650	581	581	90	90	491	491		
22	Lake Forest Blvd	Flower Mound Rd	75' S of Lincoln Ct	2,718	0.51	A	Completed	Established	1	1	2U	UC	100	100	100%	475	475	244	244	51	51	193	193		
108	Lake Forest Blvd	Forest Vista Dr	Flower Mound Rd	2,453	0.46	A	Completed	Established	2	2	4D	UMAD	31	31	100%	650	650	604	604	14	14	590	590		
190	Lake Forest Blvd	Foxborough Trail	Aberdeen Dr	590	0.11	A	Completed	Established	1	1	2U	UC	100	100	100%	475	475	53	53	11	11	42	42		
191	Lake Forest Blvd	75' S of Lincoln Ct	Foxborough Trail	812	0.15	A	Completed	Completed 2020	1	1	2U	UC	100	100	100%	475	475	73	73	15	15	58	58		
9	Lakeside Pkwy	Lakeside Village Blvd	FM 2499 (Long Prairie Rd)	4,349	0.82	A	Completed	Established	2	2	4D	UMAP	349	349	100%	650	650	1,071	1,071	287	287	783	783		
10	Lakeside Pkwy	Garden Ridge Blvd	South Town Limit	2,794	0.53	A	Widening	Widening	2	2	4D	P6D	375	624	100%	650	650	688	688	198	330	489	358		
153	Lakeside Pkwy	Gerault Rd	Garden Ridge Blvd	2,630	0.50	A	Widening	Widening	2	2	4D	P6D	464	806	100%	650	650	648	648	231	401	416	246		
154	Lakeside Pkwy	FM 2499 (Long Prairie Rd)	Gerault Rd	5,701	1.08	A	Widening	Widening	2	2	4D	P6D	611	326	100%	650	650	1,404	1,404	660	352	744	1,052		
118	Lakeside Village Blvd	Lakeside Pkwy	FM 2499 (Long Prairie Rd)	2,036	0.39	A	Completed	Established	3	3	6D	P6D	772	772	100%	750	750	868	868	298	298	570	570		
24	Lexington Ave	Strait Ln	Gerault Rd	1,471	0.28	A	Completed	Established	2	2	4D	UMAD	64	64	100%	650	650	362	362	18	18	344	344		
25	Lexington Ave	Spinks Rd	Strait Ln	4,388	0.83	A	Completed	Established	2	2	4D	UMAD	70	70	100%	650	650	1,080	1,080	58	58	1,022	1,022		
48	Lonebuck Dr	Valley Ridge Blvd	Kirkpatrick Ln	1,767	0.33	A	Completed	Established	1	1	2U	UC	250	250	50%	475	475	79	79	42	42	38	38		
81	McKamy Creek Rd	Old Settlers Rd	Flower Mound Rd	1,772	0.34	A	Completed	Established	2	2	4U	UMAU	100	100	100%	525	525	352	352	34	34	319	319		
105	McKamy Creek Rd	Simmons Rd	Old Settlers Rd	2,739	0.52	A	Completed	Established	2	2	4U	UMAU	121	121	100%	525	525	545	545	63	63	482	482		
42	Morris Rd	FM 407 (Justin Rd)	Dixon Ln	2,268	0.43	A	Completed	Established	2	2	4D	UMAD	1,000	677	100%	650	650	559	559	430	291	129	268		
43	Morris Rd	Kirkpatrick Ln	Waketon Rd	598	0.11	A	Completed	Established	2	2	4D	UMAD	993	720	100%	650	650	147	147	112	82	35	66		
51	Morris Rd	Waketon Rd	College Pkwy	2,518	0.48	A	Completed	Established	2	2	4D	UMAD	993	720	100%	650	650	620	620	474	343	146	277		
60	Morris Rd	College Pkwy	Cross Timbers Rd	6,475	1.23	A	Completed	Established	2	2	4D	UMAD	1,170	742	100%	650	650	1,594	1,594	1,435	910	159	684		
77	Morris Rd	Forest Vista Dr	Mandarin Way	4,051	0.77	A	Completed	Established	2	2	4D	UMAD	1,361	620	100%	650	650	997	997	1,044	476	-47	522	47	
78	Morris Rd	Firewheel Dr	Forest Vista Dr	4,126	0.78	A	Completed	Established	2	2	4D	UMAD	1,265	789	100%	650	650	1,016	1,016	988	617	27	399		
124	Morris Rd	Dixon Ln	Kirkpatrick Ln	2,042	0.39	A	Completed	Established	2	2	4D	UMAD	1,120	803	100%	650	650	503	503	433	311	70	192		
137	Morris Rd	Cross Timbers Rd	Firewheel Dr	2,759	0.52	A	Completed	Established	2	2	4D	UMAD	1,129	678	100%	650	650	679	679	590	354	89	325		
194	Morris Rd	Mandarin Way	Flower Mound Rd	837	0.16	A	Widening	Widening	2	3	4D	UMAD	1,361	620	100%	650	650	206	309	216	98	10	211	10	
3	Old Settlers Rd	Flower Mound Rd	McKamy Creek Rd	2,784	0.53	A	Completed	Established	2	2	4U	UMAU	97	225	100%	525	525	554	554	51	119	503	435		
74	Old Settlers Rd	Cross Timbers Rd	Sagebrush Dr	3,402	0.64	A	Completed	Established	2	2	4U	UMAU	261	103	100%	525	525	677	677	168	66	508	610		
157	Old Settlers Rd	Sagebrush Dr	Flower Mound Rd	3,148	0.60	A	Completed	Established	2	2	4U	UMAU	345	539	100%	525	525	626	626	206	321	420	305		
63	Peters Colony Rd	Churchill Dr	Old Settlers Rd	1,349	0.26	A	Completed	Established	1	1	2U	UC	100	100	100%	475	475	121	121	26	26	96	96		
158	Peters Colony Rd	Auburn Dr	Old Settlers Rd	3,314	0.63	A	Completed	Established	1	1	2U	UC	100	100	100%	475	475	298	298	63	63	235	235		
159	Quail Run	Bruton Orand Blvd	Auburn Dr	1,921	0.36	A	Completed	Established	1	1	2U	UC	94	94	100%	475	475	173	173	34	34	139	139		
29	Rippy Rd	Waketon Rd	FM 2499 (Long Prairie Rd)	4,404	0.83	A	Completed	Established	1	1	2U	UC	98	98	100%	475	475	396	396	82	82	314	314		
61	Sagebrush Dr	Yucca Dr	Morris Rd	1,620	0.31	A	Completed	Established	2	2	4D	UMAD	369	369	100%	650	650	399	399	113	113	286	286		
119	Sagebrush Dr	Old Settlers Rd	FM 2499 (Long Prairie Rd)	2,718	0.51	A	Completed	Completed 2020	1	1	2U	UC	238	238	100%	475	475	244	244	123	123	122	122		
136	Sagebrush Dr	FM 2499 (Long Prairie Rd)	Yucca Dr	841	0.16	A	Completed	Established	2	2	4U	UMAU	362	362	100%	525	525	167	167	58	58	110	110		
6	Silveron Blvd	FM 2499 (Long Prairie Rd)	Lakeside Pkwy	3,741	0.71	A	Completed	Established	2	2	4D	UMAD	611	326	100%	650	650	921	921	433	231	488	690		
106	Simmons Rd	McKamy Creek Rd	White Chalk Rd	5,508	1.04	A/B	Completed	Established	1	1	2U	RC	100	100	50%	475	475	248	248	52	52	196	196		
107	Simmons Rd	Wichita Trail	McKamy Creek Rd	2,715	0.51	A/B	Completed	Completed 2015	2	2	4U	UMAU	202	226	50%	525	525	270	270	52	58	218	212		
12	Spinks Rd	Gerault Rd	Garden Ridge Blvd	2,972	0.56	A	Completed	Completed 2015	2	2	4D	UMAD	179	145	100%	650	650	732	732	101	82	631	650		
26	Spinks Rd	Aberdeen Dr	Gerault Rd	4,908	0.93	A	Completed	Completed 2015	2	2	4D	UMAD	657	602	100%	650	650	1,208	1,208	611	560	598	649		
146	Spinks Rd	Garden Ridge Blvd	Duncan Ln	2,859	0.54	A	Completed	Established	2	2	4D	UMAD	226	175	100%	650	650	704	704	122	95	582	609		
150	Spinks Rd	FM 2499 (Long Prairie Rd)	Aberdeen Dr	1,127	0.21	A	Completed	Established	2	2	4D	UMAD	657	602	100%	650	650	277	277	140	128	137	149		
45	Stone Hill Farms Pkwy	205' S of Stone Bend Ln	Valley Ridge Blvd	1,275	0.24	A	Completed	Established	1	1	2U	UMAD	158	158	100%	475	475	115	115	38	38	77	77		
127	Stone Hill Farms Pkwy	FM 407 (Justin Rd)	205' S of Stone Bend Ln	766	0.15	A	Completed	Established	2	2	4D	UMAD	146	146	100%	650	650	189	189	21	21	167	167		
23	Strait Ln	Flower Mound Rd	Lexington Ave	1,753	0.33	A	Completed	Established	1	1	2U	UC	28	28	100%	475	475	158	158	9	9	148	148		
46	Timber Creek Rd	Kirkpatrick Ln	College Pkwy	4,887	0.93	A	Completed	Established	1	1	2U	UC	47	47	100%	475	475	440	440	44	44	396	396		
47	Timber Creek Rd	445' S of Glenn Hollow Ln	Kirkpatrick Ln	1,076	0.20	A	Completed	Completed 2020	2	2	4U	UMAU	58	58	100%	525	525	214	214	12	12	202	202		
58	Timber Creek Rd	Eaton St	Cross Timbers Rd	5,257	1.00	A	Completed	Established	1	1	2U	UC	189	189	100%	475	475	473	473	188	188	285	285		
129	Timber Creek Rd	College Pkwy	Eaton St	2,490	0.47	A	Completed	Established	1	1	2U	UC	50	50	100%	475	475	224	224	24	24	200	200		
203	Timber Creek Rd	Valley Ridge Blvd	445' S of Glenn Hollow Ln	882	0.17	A	Completed	Established	2	2	4U	UMAU	58	58	100%	525	525	175	175	10	10	166	166		
125	Valley Ridge Blvd	Morris Rd	Lonebuck Dr	5,309	1.01	A	Completed	Established	2	2	4U	UMAD	412	802	100%	525	525	1,056	1,056	414					

Town of Flower Mound - 2020 Roadway Impact Fee Update
Existing Roadway Facilities Inventory

Service Area B

10/30/2020

OBJECTID	ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	SERVICE AREA	STATUS	STATUS 2020	EXIST LANE		EXIST TYPE	TP TYPE	PM PEAK HOUR VOLUME		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
									EB/NB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		
103	Bridlewood Blvd	Waketon Rd	Windsor Dr	5,148	0.97	A/B	Completed	Established	2	2	4D	UMAD	419	432	50%	650	650	634	634	204	211	429	423		
132	Bridlewood Blvd	Windsor Dr	Cross Timbers Rd	2,813	0.53	A/B	Completed	Established	2	2	4D	UMAD	455	368	50%	650	650	346	346	121	98	225	248		
69	Bruton Orand Blvd	Quail Run	Flower Mound Rd	3,727	0.71	A/B	Completed	Established	2	2	4D	UMAD	491	331	50%	650	650	459	459	173	117	286	342		
160	Bruton Orand Blvd	Cross Timbers Rd	Quail Run	2,032	0.38	A/B	Completed	Established	2	2	4D	UMAD	543	474	50%	650	650	250	250	105	91	146	159		
163	Cardinal Dr	Rocky Point Rd	Wichita Trail	1,641	0.31	B	Completed	Established	1	1	2U	RC	15	15	100%	475	475	148	148	5	5	143	143		
54	Cross Timbers Rd	Flower Mound Rd	Bruton Orand Blvd	5,133	0.97	B	Completed	Established	3	3	6D	P6D	945	1,053	100%	750	750	2,187	2,187	919	1,024	1,269	1,164		
90	Cross Timbers Rd	Red Rock Ln	Shiloh Rd	5,493	1.04	B	Completed	Established	3	3	6D	P6D	1,005	1,032	100%	750	750	2,341	2,341	1,045	1,074	1,295	1,267		
96	Cross Timbers Rd	Shiloh Rd	Flower Mound Rd	5,966	1.13	B	Completed	Established	3	3	6D	P6D	1,058	1,318	100%	750	750	2,542	2,542	1,195	1,489	1,347	1,053		
166	Cross Timbers Rd	High Rd	Red Rock Ln	2,403	0.46	B/C	Completed	Established	3	3	6D	P6D	1,005	1,032	50%	750	750	512	512	229	235	283	277		
72	Flower Mound Rd	Simmons Rd	1660' W of Old Settlers Rd	2,731	0.52	A/B	Completed	Established	2	2	4D	UMAD	607	1,104	50%	650	650	336	336	157	285	179	51		
155	Flower Mound Rd	Skilern Blvd	Simmons Rd	4,769	0.90	B	Completed	Established	2	2	4D	UMAD	291	501	100%	650	650	1,174	1,174	263	452	911	722		
162	Flower Mound Rd	FM 1171 (Cross Timbers)	Skilern Rd	6,369	1.21	B	Completed	Completed 2015	2	2	4D	UMAD	347	501	100%	650	650	1,568	1,568	419	604	1,150	964		
85	High Rd	Cross Timbers Rd	South Town Limit	9,117	1.73	B/C	Completed	Established	1	1	2U	RC	20	20	50%	475	475	410	410	17	17	393	393		
101	Kings Rd	Lusk Ln	3090' E of Lusk Ln	3,092	0.59	B	Completed	Established	1	1	2U	RC	100	100	50%	475	475	139	139	29	29	110	110		
102	Kings Rd	3090' E of Lusk Ln	North Town Limit	2,119	0.40	B	Completed	Established	1	1	2U	RC	199	199	50%	475	475	95	95	40	40	55	55		
100	Lusk Ln	Kings Rd	1315' S of Kings Rd	1,339	0.25	B	Completed	Established	1	1	2U	RC	316	316	50%	475	475	60	60	40	40	20	20		
135	Lusk Ln	Shiloh Rd/Lusk Ln Connector	Cross Timbers Rd	1,599	0.30	B	Completed	Established	1	1	2U	RC	300	300	100%	475	475	144	144	91	91	53	53		
196	Lusk Ln	1315' S of Kings Rd	Shiloh Rd/Lusk Ln Connector	1,310	0.25	B	Completed	Established	1	1	2U	RC	316	316	100%	475	475	118	118	78	78	39	39		
104	Quail Run Rd	Flower Mound Rd	Bruton Orand Blvd	3,183	0.60	B	Completed	Established	1	1	2U	UC	9	9	100%	475	475	286	286	5	5	281	281		
89	Red Rock Ln	Red Rock/Shiloh Connector	Cross Timbers Rd	1,798	0.34	B/C	Completed	Established	1	1	2U	RC	343	343	50%	475	475	81	81	58	58	22	22		
167	Red Rock Ln	North Town Limit	Red Rock/Shiloh Connector	756	0.14	B/C	Completed	Established	1	1	2U	RC	337	337	50%	475	475	34	34	24	24	10	10		
84	Red Rock/Shiloh Connector	Red Rock Ln	Shiloh Rd	5,346	1.01	B	New	Future	0	0	0	RC	0	0	100%	0	0	0	0	0	0	0	0		
93	Ridgecrest Dr	Raintree Pl	Sunset Trail	4,268	0.81	B	Completed	Established	1	1	2U	RC	3	3	100%	475	475	384	384	2	2	382	382		
94	Rocky Point Rd	Sunset Trail	Orchard Dr	3,149	0.60	B	Completed	Established	1	1	2U	RC	15	15	100%	475	475	283	283	9	9	274	274		
4	Scenic /Flower Mound Connect	Scenic Dr	Alcott Ave	2,393	0.45	B	New	Future	0	0	0	RC	0	0	100%	0	0	0	0	0	0	0	0		
95	Scenic Dr	Cross Timbers Rd	Wichita Trail	10,083	1.91	B	Completed	Established	1	1	2U	RC	15	15	100%	475	475	907	907	29	29	878	878		
193	Scenic/Flower Mound Connect	Alcott Ave	Flower Mound Rd	285	0.05	B	Completed	Completed 2020	1	1	2U	RC	0	0	100%	475	475	26	26	0	0	26	26		
91	Shiloh Rd	North Town Limits	Shiloh Rd/Lusk Ln Connector	3,108	0.59	B	Completed	Established	1	1	2U	RC	500	500	50%	475	475	140	140	147	147	-7	-7	7	7
92	Shiloh Rd	Cross Timbers Rd	Sunset Trail	6,466	1.22	B	Completed	Established	1	1	2U	RC	55	55	100%	475	475	582	582	67	67	514	514		
168	Shiloh Rd	Shiloh Rd/Lusk Ln Connector	Cross Timbers Rd	1,685	0.32	B	Completed	Established	1	1	2U	RC	500	500	100%	475	475	152	152	160	160	-8	-8	8	8
99	Shiloh Rd/Lusk Ln Connector	2820' E of Shiloh Rd	Lusk Ln	3,082	0.58	B	New	Future	0	0	0	RC	0	0	100%	0	0	0	0	0	0	0	0		
197	Shiloh Rd/Lusk Ln Connector	Shiloh Rd	2820' E of Shiloh Rd	2,822	0.53	B	New	Future	0	0	0	RC	0	0	50%	0	0	0	0	0	0	0	0		
71	Simmons Rd	Flower Mound Rd	Wichita Trail	2,213	0.42	B	Completed	Established	2	2	4U	UMAU	202	226	100%	525	525	440	440	85	95	355	345		
106	Simmons Rd	McKamy Creek Rd	White Chalk Rd	5,508	1.04	A/B	Completed	Established	1	1	2U	RC	100	100	50%	475	475	248	248	52	52	196	196		
107	Simmons Rd	Wichita Trail	McKamy Creek Rd	2,715	0.51	A/B	Completed	Completed 2015	2	2	4U	UMAU	202	226	50%	525	525	270	270	52	58	218	212		
98	Skilern Blvd	River Hill Dr	Wichita Trail	2,670	0.51	B	Completed	Established	1	1	2U	RC	18	18	100%	475	475	240	240	9	9	231	231		
156	Skilern Blvd	Flower Mound Rd	River Hill Dr	936	0.18	B	Completed	Established	1	1	2U	RC	70	70	100%	475	475	84	84	12	12	72	72		
164	Sunset Trail	Rocky Point Rd	Shiloh Rd	978	0.19	B	Completed	Established	1	1	2U	RC	12	12	100%	475	475	88	88	2	2	86	86		
165	Sunset Trail	Ridgecrest Dr	Rocky Point Rd	1,169	0.22	B	Completed	Established	1	1	2U	RC	3	3	100%	475	475	105	105	1	1	104	104		
53	Waketon Rd	525' W of Bridlewood Blvd	Bridlewood Blvd	532	0.10	B	Completed	Established	1	1	2U	RC	136	136	50%	475	475	24	24	7	7	17	17		
70	Wichita Trail	Skilern Blvd	Simmons Rd	5,373	1.02	B	Completed	Established	1	1	2U	RC	31	31	100%	475	475	483	483	32	32	452	452		
97	Wichita Trail	Scenic Dr	Skilern Blvd	7,472	1.42	B	Completed	Established	1	1	2U	RC	27	27	100%	475	475	672	672	38	38	634	634		
SUBTOTAL				144,788	27.42													37,985		12,711		25,275		31	

**Town of Flower Mound - 2020 Roadway Impact Fee Update
Existing Roadway Facilities Inventory**

Service Area C

10/30/2020

OBJECTID	ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	SERVICE AREA	STATUS	STATUS 2020	EXIST LANE		EXIST TYPE	TP TYPE	PM PEAK HOUR VOLUME		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
									NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB						
113	Canyon Falls Dr	Cross Timbers Rd	West Town Limit	1,766	0.33	C	Completed	Established	2	2	4D	UMABL	177	175	100%	650	650	435	435	59	59	376	376		
114	Canyon Falls Dr	Prairie Ridge Rd	US 377	2,558	0.48	C	Completed	Established	2	2	4D	UMABL	250	250	100%	650	650	630	630	121	121	509	509		
182	Canyon Falls Dr	West Town Limit	Denton Creek Blvd	1,613	0.31	C	Completed	Established	2	2	4D	UMABL	151	152	100%	650	650	397	397	46	46	351	351		
183	Canyon Falls Dr	Denton Creek Blvd	Prairie Ridge Rd	2,287	0.43	C	Completed	Established	2	2	4D	UMABL	250	250	100%	650	650	563	563	108	108	455	455		
88	Cross Timbers Rd	CrossTimbers/US 377 Connector1	High Rd	9,310	1.76	C	Completed	Established	3	3	6D	P6D	990	988	100%	750	750	3,968	3,968	1,746	1,742	2,222	2,225		
166	Cross Timbers Rd	High Rd	Red Rock Ln	2,403	0.46	B/C	Completed	Established	3	3	6D	P6D	1,005	1,032	50%	750	750	512	512	229	235	283	277		
170	Cross Timbers Rd	CrossTimbers/US 377 Connector2	CrossTimbers/US 377 Connector1	4,336	0.82	C	Completed	Established	3	3	6D	P6D	990	988	100%	750	750	1,848	1,848	813	811	1,035	1,036		
172	Cross Timbers Rd	US 377	CrossTimbers/US 377 Connector2	2,923	0.55	C	Completed	Established	3	3	6D	P6D	858	826	100%	750	750	1,246	1,246	475	457	771	788		
178	Cross Timbers Rd	West Town Limit	Canyon Falls Dr	1,031	0.20	C	Completed	Established	3	3	6D	P6D	858	826	50%	750	750	220	220	84	81	136	139		
179	Cross Timbers Rd	470' E of Canyon Falls Dr	US 377	5,134	0.97	C	Completed	Established	3	3	6D	P6D	858	826	100%	750	750	2,188	2,188	834	803	1,353	1,385		
198	Cross Timbers Rd	Canyon Falls Dr	470' E of Canyon Falls Dr	468	0.09	C	Completed	Established	3	3	6D	P6D	858	826	50%	750	750	100	100	38	37	62	63		
171	CrossTimbers/Dunham Connector	Cross Timbers Rd	Dunham Rd	2,718	0.51	C	New	Future	0	0	0	RC	0	0	100%	0	0	0	0	0	0	0	0		
169	CrossTimbers/US 377 Connector	US 377	Cross Timbers Rd	11,273	2.14	C	New	Future	0	0	0	GRA	0	0	100%	0	0	0	0	0	0	0	0		
87	CrossTimbers/US 377 Connector	CrossTimbers/US 377 Connector1	Cross Timbers Rd	4,756	0.90	C	New	Future	0	0	0	RC	0	0	100%	0	0	0	0	0	0	0	0		
115	Denton Creek Blvd	120' NW of Prairie Ridge Rd	Canyon Falls Dr	3,436	0.65	C	Completed	Completed 2020	2	2	4D	UMABL	81	82	100%	650	650	846	846	53	53	793	793		
180	Denton Creek Blvd	IH-35 Diamond Interchange	120' NW of Prairie Ridge Rd	6,187	1.17	C	New	Future	0	0	0	UMABL	0	0	100%	0	0	0	0	0	0	0	0		
181	Denton Creek Blvd	Canyon Falls Dr	1155' S of Canyon Falls Dr	1,196	0.23	C	Widening	Widening	2	0	2U	UMABL	2	0	100%	475	475	215	0	0	0	215	0		
187	Denton Creek Blvd	1155' S of Canyon Falls Dr	Cross Timbers Rd	3,599	0.68	C	New	Future	0	0	0	UMABL	0	0	100%	0	0	0	0	0	0	0	0		
86	Dunham Rd	Dunham/US 377 Connector	CrossTimbers/Dunham Connector	5,368	1.02	C	Completed	Established	1	1	2U	RC	1,087	1,087	100%	475	475	483	483	1,105	1,105	-622	-622	622	622
85	High Rd	Cross Timbers Rd	South Town Limit	9,117	1.73	B/C	Completed	Established	1	1	2U	RC	20	20	50%	475	475	410	410	17	17	393	393		
112	Oak Knoll Rd	Prairie Ridge Rd	Stonecrest Rd	800	0.15	C	Completed	Established	1	1	2U	UC	100	100	100%	475	475	72	72	15	15	57	57		
111	Prairie Ridge Rd	North Town Limits	Denton Creek Blvd	604	0.11	C	Completed	Established	1	1	2U	UC	0	0	100%	475	475	54	54	0	0	54	54		
186	Prairie Ridge Rd	North Town Limit	Canyon Falls Dr	2,584	0.49	C	Completed	Established	1	1	2U	UC	100	100	100%	475	475	232	232	49	49	184	184		
89	Red Rock Ln	Red Rock/Shiloh Connector	Cross Timbers Rd	1,798	0.34	B/C	Completed	Established	1	1	2U	RC	343	343	50%	475	475	81	81	58	58	22	22		
167	Red Rock Ln	North Town Limit	Red Rock/Shiloh Connector	756	0.14	B/C	Completed	Established	1	1	2U	RC	337	337	50%	475	475	34	34	24	24	10	10		
116	Stonecrest Rd	Oak Knoll Rd	Canyon Falls Dr	1,933	0.37	C	Completed	Established	1	1	2U	UC	68	68	100%	475	475	174	174	25	25	149	149		
177	Stonecrest Rd	UMAB 1	Cross Timbers Rd	3,700	0.70	C	New	Future	0	0	0	UC	0	0	100%	0	0	0	0	0	0	0	0		
184	Stonecrest Rd	850' S of Canyon Falls Dr	UMAB 1	1,256	0.24	C	New	Future	0	0	0	UC	0	0	100%	0	0	0	0	0	0	0	0		
185	Stonecrest Rd	Canyon Falls Dr	850' S of Canyon Falls Dr	880	0.17	C	Completed	Established	1	1	2U	UC	32	32	100%	475	475	79	79	5	5	74	74		
188	Stonecrest Rd	North Town Limit	Oak Knoll Rd	1,454	0.28	C	Completed	Established	1	1	2U	UC	55	55	100%	475	475	131	131	15	15	116	116		
5	UMAB 1	Denton Creek Blvd	US 377	3,027	0.57	C	New	Future	0	0	0	UMABL	0	0	100%	0	0	0	0	0	0	0	0		
117	UMAB2	Denton Creek Blvd	West Town Limit	1,405	0.27	C	New	Future	0	0	0	UMABL	0	0	100%	0	0	0	0	0	0	0	0		
175	Urban Collector 1	Cross Timbers Road	Cross Timbers Rd	4,399	0.83	C	New	Future	0	0	0	UC	0	0	100%	0	0	0	0	0	0	0	0		
176	Urban Collector 1	Stonecrest Rd	Cross Timbers Rd	3,115	0.59	C	New	Future	0	0	0	UC	0	0	100%	0	0	0	0	0	0	0	0		
109	US 377	North Town Limit	CrossTimbers/US 377 Connector1	4,661	0.88	C	Completed	Established	2	2	4D	P6D	642	647	100%	650	650	1,148	1,148	567	571	581	576		
173	US 377	Cross Timbers Rd	West Town Limit	5,019	0.95	C	Completed	Established	2	2	4D	P6D	1,215	868	100%	650	650	1,236	1,236	1,155	825	81	411		
174	US 377	CrossTimbers/US 377 Connector1	Cross Timbers Rd	4,174	0.79	C	Completed	Established	2	2	4D	P6D	657	602	100%	650	650	1,028	1,028	519	476	508	552		
SUBTOTAL				123,041	23.30													36,439		15,902		20,537		1,244	

D. Plan For Awarding the Roadway Impact Fee Credit Summary

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area A

Recoverable Impact Fee CIP Costs	\$ 22,923,803	Line 11, Max Fee Calculation Table
Financing Costs	2,660,443	See Detail Below
Existing Fund Balance	-	Page 1 of Appendix E - Service Area A
Interest Earnings	(115,162)	Page 5 of Appendix E - Service Area A
Pre Credit Recoverable Cost for Impact Fee	\$ 25,469,084	Sum of Above
Credit for Ad Valorem Revenues	(540,992)	Page 7 of Appendix E - Service Area A
Maximum Recoverable Cost for Impact Fee	\$ 24,928,092	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees.
Reference is Service Area A column, line 11 on the Max Fee Calculation Table.

Financing Costs:

New Annual Debt Service	\$ 1,037,792	(Page 3 of Appendix E - Service Area A)
Existing Annual Debt Service	9,910,380	(Page 3 of Appendix E - Service Area A)
Principal Component	(8,287,729)	(Page 4 of Appendix E - Service Area A)
Financing Costs	<u>\$ 2,660,443</u>	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. Some projects that are included in the 2020 Impact Fee Update were also included in the previous Impact Fee Updates.
To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs.

Interest Earnings:

Represents the interest earned on cash flows. Assumes a 0.438% annual interest rate based on the Town's current annual return as of 06/30/2020. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenues.
Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the Impact Fee Statute was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.
This is the maximum cost that can be recovered through impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area B

Recoverable Impact Fee CIP Costs	\$ 3,248,699	Line 11, Max Fee Calculation Table
Financing Costs	717,918	See Detail Below
Existing Fund Balance	-	Page 1 of Appendix E - Service Area B
Interest Earnings	(91,866)	Page 5 of Appendix E - Service Area B
Pre Credit Recoverable Cost for Impact Fee	\$ 3,874,751	Sum of Above
Credit for Ad Valorem Revenues	(1,984)	Page 7 of Appendix E - Service Area B
Maximum Recoverable Cost for Impact Fee	\$ 3,872,766	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees.

Reference is Service Area B column, line 11 on the Max Fee Calculation Table.

Financing Costs:

New Annual Debt Service	\$ 2,191,723	(Page 3 of Appendix E - Service Area B)
Existing Annual Debt Service	66,017	(Page 3 of Appendix E - Service Area B)
Principal Component	(1,539,822)	(Page 4 of Appendix E - Service Area B)
Financing Costs	<u>\$ 717,918</u>	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. Some projects that are included in the 2020 Impact Fee Update were also included in the previous Impact Fee Updates.

To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs.

Interest Earnings:

Represents the interest earned on cash flows. Assumes a 0.438% annual interest rate based on the Town's current annual return as of 06/30/2020. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenues.

Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the Impact Fee Statute was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.

This is the maximum cost that can be recovered through impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area C

Recoverable Impact Fee CIP Costs	\$ 90,890,530	Line 11, Max Fee Calculation Table
Financing Costs	21,232,053	See Detail Below
Existing Fund Balance	-	Page 1 of Appendix E - Service Area C
Interest Earnings	(2,746,439)	Page 5 of Appendix E - Service Area C
Pre Credit Recoverable Cost for Impact Fee	\$ 109,376,144	Sum of Above
Credit for Ad Valorem Revenues	(1,614,052)	Page 7 of Appendix E - Service Area C
Maximum Recoverable Cost for Impact Fee	\$ 107,762,092	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees.

Reference is Service Area C column, line 11 on the Max Fee Calculation Table.

Financing Costs:

New Annual Debt Service	\$ 66,250,027	(Page 3 of Appendix E - Service Area C)
Existing Annual Debt Service	-	(Page 3 of Appendix E - Service Area C)
Principal Component	(45,017,974)	(Page 4 of Appendix E - Service Area C)
Financing Costs	<u>\$ 21,232,053</u>	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. Some projects that are included in the 2020 Impact Fee Update were also included in the previous Impact Fee Updates.

To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs.

Interest Earnings:

Represents the interest earned on cash flows. Assumes a 0.438% annual interest rate based on the Town's current annual return as of 06/30/2020. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenues.

Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the Impact Fee Statute was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.

This is the maximum cost that can be recovered through impact fees.

E. Plan For Awarding the Roadway Impact Fee Credit Supporting Exhibits

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area A

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	0.438%
Annual Service Unit Growth ⁽²⁾	3,978
Available Existing Fund Balance ⁽³⁾	-
Portion of Projects Funded by Existing Debt ⁽⁴⁾	\$ 7,582,533
Non-debt Funded Project Cost ⁽⁵⁾	14,636,074
Project Cost Funded Through New Debt ⁽⁶⁾	705,197
Total Recoverable Project Cost ⁽⁷⁾	\$ 22,923,803

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal</u> ⁽⁸⁾	<u>Interest</u> ⁽⁹⁾	<u>Term</u>
1	\$ 70,520	4.00%	20
2	70,520	4.00%	20
3	70,520	4.00%	20
4	70,520	4.00%	20
5	70,520	4.00%	20
6	70,520	4.00%	20
7	70,520	4.00%	20
8	70,520	4.00%	20
9	70,520	4.00%	20
10	70,520	4.00%	20
Total	\$ 705,197		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures</u> ⁽¹⁰⁾
1	\$ 1,498,867
2	1,534,127
3	1,534,127
4	1,534,127
5	1,534,127
6	1,534,127
7	1,534,127
8	1,534,127
9	1,534,127
10	1,569,387
Total	\$ 15,341,270

(1) Town's current earnings rate as of June 30, 2020

(2) Per Kimley-Horn Impact Fee Update

(3) Assumes all existing fund balances are already encumbered

(4) Per discussion with Town staff and files

(5) Unless specified in Town CIP, Assumes 50% of new project cost funded through sources other than debt

(6) Unless specified in Town CIP, Assumes 50% of new project costs funded through new debt issues

(7) Line 11 of the Max Fee Table Report

(8) Assumes new debt issued based on Town Input

(9) Estimated interest cost provided by Town's Financial Advisor

(10) Non-debt funded capital expenditures made in equal annual amounts. Assumes new debt proceeds expended over a 2-year timeframe with Year 10 bond proceeds spent in one year.

Town of Flower Mound 2020 Roadway Impact Fee Update

Debt Service and Expenses Summary Appendix E - Impact Fee Calculation Assumptions Service Area A

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 5,189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,189
2	5,189	5,189	-	-	-	-	-	-	-	-	10,378
3	5,189	5,189	5,189	-	-	-	-	-	-	-	15,567
4	5,189	5,189	5,189	5,189	-	-	-	-	-	-	20,756
5	5,189	5,189	5,189	5,189	5,189	-	-	-	-	-	25,945
6	5,189	5,189	5,189	5,189	5,189	5,189	-	-	-	-	31,134
7	5,189	5,189	5,189	5,189	5,189	5,189	5,189	-	-	-	36,323
8	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	-	-	41,512
9	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	-	46,701
10	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
11	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
12	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
13	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
14	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
15	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
16	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
17	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
18	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
19	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
20	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	51,890
21	-	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	46,701
22	-	-	5,189	5,189	5,189	5,189	5,189	5,189	5,189	5,189	41,512
23	-	-	-	5,189	5,189	5,189	5,189	5,189	5,189	5,189	36,323
24	-	-	-	-	5,189	5,189	5,189	5,189	5,189	5,189	31,134
25	-	-	-	-	-	5,189	5,189	5,189	5,189	5,189	25,945
26	-	-	-	-	-	-	5,189	5,189	5,189	5,189	20,756
27	-	-	-	-	-	-	-	5,189	5,189	5,189	15,567
28	-	-	-	-	-	-	-	-	5,189	5,189	10,378
29	-	-	-	-	-	-	-	-	-	5,189	5,189
	\$ 103,779	\$ 103,779	\$ 103,779	\$ 103,779	\$ 103,779	\$ 103,779	\$ 103,779	\$ 103,779	\$ 103,779	\$ 103,779	\$ 1,037,792

Town of Flower Mound 2020 Roadway Impact Fee Update

Debt Service and Expenses Summary

Appendix E - Impact Fee Calculation Assumptions

II. Summary of Annual Expenses

Year	New Annual Debt Service ⁽¹⁾	Annual Capital Expenditures ⁽²⁾	Annual Bond Proceeds ⁽²⁾	Existing Annual Debt Service ⁽³⁾	Annual Credit ⁽⁴⁾	Total Expense
1	\$ 5,189	\$ 1,498,867	\$ (70,520)	\$ 1,113,674	\$ (18,785)	2,528,425
2	10,378	1,534,127	(70,520)	1,035,382	(34,536)	2,474,831
3	15,567	1,534,127	(70,520)	919,087	(45,548)	2,352,713
4	20,756	1,534,127	(70,520)	797,887	(52,343)	2,229,907
5	25,945	1,534,127	(70,520)	758,626	(61,719)	2,186,459
6	31,134	1,534,127	(70,520)	707,554	(68,651)	2,133,644
7	36,323	1,534,127	(70,520)	626,128	(70,731)	2,055,327
8	41,512	1,534,127	(70,520)	512,931	(66,640)	1,951,410
9	46,701	1,534,127	(70,520)	396,318	(59,017)	1,847,609
10	51,890	1,569,387	(70,520)	380,182	(63,021)	1,867,918
11	51,890	-	-	357,599	-	409,489
12	51,890	-	-	337,699	-	389,589
13	51,890	-	-	337,631	-	389,521
14	51,890	-	-	338,708	-	390,598
15	51,890	-	-	310,824	-	362,714
16	51,890	-	-	307,424	-	359,314
17	51,890	-	-	270,228	-	322,117
18	51,890	-	-	235,718	-	287,608
19	51,890	-	-	111,613	-	163,503
20	51,890	-	-	55,166	-	107,056
21	46,701	-	-	-	-	46,701
22	41,512	-	-	-	-	41,512
23	36,323	-	-	-	-	36,323
24	31,134	-	-	-	-	31,134
25	25,945	-	-	-	-	25,945
26	20,756	-	-	-	-	20,756
27	15,567	-	-	-	-	15,567
28	10,378	-	-	-	-	10,378
29	5,189	-	-	-	-	5,189
	\$ 1,037,792	\$ 15,341,270	\$ (705,197)	\$ 9,910,380	\$ (540,992)	\$ 25,043,254

(1) Appendix E - Service Area A, Page 2

(2) Appendix E - Service Area A, Page 1

(3) Eligible Outstanding Debt Funded Projects Percent of General Projects Debt Issuance times total outstanding tax-supported annual debt service

(4) Appendix E - Service Area A, Page 7

Town of Flower Mound 2020 Roadway Impact Fee Update
Revenue Test
Appendix E - Impact Fee Calculation Assumptions
Service Area A

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 627	3,978	\$ 2,492,809	\$ 2,528,425	\$ (35,616)	(78)	(35,694)
2	627	3,978	2,492,809	2,474,831	17,978	(117)	(17,833)
3	627	3,978	2,492,809	2,352,713	140,096	229	122,492
4	627	3,978	2,492,809	2,229,907	262,902	1,112	386,507
5	627	3,978	2,492,809	2,186,459	306,350	2,364	695,221
6	627	3,978	2,492,809	2,133,644	359,165	3,832	1,058,217
7	627	3,978	2,492,809	2,055,327	437,483	5,593	1,501,293
8	627	3,978	2,492,809	1,951,410	541,399	7,761	2,050,453
9	627	3,978	2,492,809	1,847,609	645,200	10,394	2,706,047
10	627	3,978	2,492,809	1,867,918	624,891	13,221	3,344,159
11	-	-	-	409,489	(409,489)	13,751	2,948,420
12	-	-	-	389,589	(389,589)	12,061	2,570,893
13	-	-	-	389,521	(389,521)	10,407	2,191,779
14	-	-	-	390,598	(390,598)	8,745	1,809,926
15	-	-	-	362,714	(362,714)	7,133	1,454,346
16	-	-	-	359,314	(359,314)	5,583	1,100,615
17	-	-	-	322,117	(322,117)	4,115	782,613
18	-	-	-	287,608	(287,608)	2,798	497,803
19	-	-	-	163,503	(163,503)	1,822	336,123
20	-	-	-	107,056	(107,056)	1,238	230,305
21	-	-	-	46,701	(46,701)	906	184,511
22	-	-	-	41,512	(41,512)	717	143,716
23	-	-	-	36,323	(36,323)	550	107,944
24	-	-	-	31,134	(31,134)	405	77,215
25	-	-	-	25,945	(25,945)	281	51,551
26	-	-	-	20,756	(20,756)	180	30,976
27	-	-	-	15,567	(15,567)	102	15,510
28	-	-	-	10,378	(10,378)	45	5,178
29	-	-	-	5,189	(5,189)	11	-
			24,928,092	25,043,254		115,162	

Town of Flower Mound 2020 Roadway Impact Fee Update
Impact Fee Calculation
Appendix E - Impact Fee Calculation Assumptions
Service Area A

<u>Year</u> <u>Prev</u>	<u>Number of</u> <u>Years to</u> <u>End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Service Units</u>		<u>Annual Expense</u>	
		<u>Interest</u> <u>Rate</u> <u>Factor</u>	<u>Recovery</u> <u>Fee</u> <u>Factor</u>	<u>Actual</u>	<u>Escalated</u>	<u>Actual</u>	<u>Escalated</u>
1	29	1.1326	1.0000	3,978	4,506	2,528,425	2,863,820
2	28	1.1277	1.0000	3,978	4,486	2,474,831	2,790,893
3	27	1.1228	1.0000	3,978	4,466	2,352,713	2,641,609
4	26	1.1179	1.0000	3,978	4,447	2,229,907	2,492,805
5	25	1.1130	1.0000	3,978	4,428	2,186,459	2,433,575
6	24	1.1082	1.0000	3,978	4,408	2,133,644	2,364,435
7	23	1.1033	1.0000	3,978	4,389	2,055,327	2,267,713
8	22	1.0985	1.0000	3,978	4,370	1,951,410	2,143,670
9	21	1.0937	1.0000	3,978	4,351	1,847,609	2,020,791
10	20	1.0890	1.0000	3,978	4,332	1,867,918	2,034,094
11	19	1.0842	1.0000	-	-	409,489	443,974
12	18	1.0795	1.0000	-	-	389,589	420,555
13	17	1.0748	1.0000	-	-	389,521	418,648
14	16	1.0701	1.0000	-	-	390,598	417,976
15	15	1.0654	1.0000	-	-	362,714	386,444
16	14	1.0608	1.0000	-	-	359,314	381,152
17	13	1.0562	1.0000	-	-	322,117	340,205
18	12	1.0515	1.0000	-	-	287,608	302,433
19	11	1.0470	1.0000	-	-	163,503	171,181
20	10	1.0424	1.0000	-	-	107,056	111,594
21	9	1.0378	1.0000	-	-	46,701	48,468
22	8	1.0333	1.0000	-	-	41,512	42,895
23	7	1.0288	1.0000	-	-	36,323	37,369
24	6	1.0243	1.0000	-	-	31,134	31,891
25	5	1.0199	1.0000	-	-	25,945	26,460
26	4	1.0154	1.0000	-	-	20,756	21,076
27	3	1.0110	1.0000	-	-	15,567	15,738
28	2	1.0066	1.0000	-	-	10,378	10,446
29	1	1.0022	1.0000	-	-	5,189	5,200
						44,183	27,687,111

Total Escalated Expense for Entire Period	\$ 27,687,111
Total Escalated Service Units	44,183
Impact Fee for Service Area A	\$ 627

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area A

<u>Impact Fee Project Name⁽¹⁾</u>	<u>Impact Fee Project No. ⁽¹⁾</u>	<u>Total Project Cost ⁽¹⁾</u>	<u>Percent in Service Area ⁽¹⁾</u>	<u>Cost in Service Area ⁽¹⁾</u>	<u>Impact Fee Recoverable Cost ⁽²⁾</u>	<u>Debt Funded⁽³⁾</u>		<u>Non-Debt Funded⁽³⁾</u>	<u>Impact Fee Recoverable Cost</u>
						<u>Existing</u>	<u>Proposed</u>		
Roadway Improvements - Service Area A									
Aberdeen Dr	A-1	\$ 1,454,821	100%	\$ 1,454,821	\$ 595,812	\$ -	\$ 297,906	\$ 297,906	\$ 595,812
Aberdeen Dr	A-2	\$ 636,000	100%	636,000	260,469	-	130,235	130,235	260,469
Chinn Chapel Rd	A-3	\$ 2,728,803	50%	1,364,402	558,781	2,457	-	556,324	558,781
Dixon Ln	A-5	\$ 5,297,438	100%	5,297,438	2,169,529	-	-	2,169,529	2,169,529
Duncan Ln	A-6	\$ 562,532	50%	281,266	115,191	115,191	-	-	115,191
Firewheel Dr	A-7	\$ 603,525	100%	603,525	247,169	19,873	-	227,296	247,169
FM 2499 (Long Prairie Rd)	A-8	\$ 1,515,721	100%	1,515,721	620,753	409,543	-	211,210	620,753
Garden Ridge Blvd	A-9	\$ 1,146,031	50%	573,016	234,675	169,148	-	65,527	234,675
Garden Ridge Blvd	A-10	\$ 1,891,126	100%	1,891,126	774,498	631,533	-	142,965	774,498
Garden Ridge Blvd	A-11	\$ 2,504,704	100%	2,504,704	1,025,784	1,025,784	-	-	1,025,784
Kirkpatrick Ln	A-12	\$ 3,794,884	100%	3,794,884	1,554,168	1,462,745	-	91,423	1,554,168
Kirkpatrick Ln	A-13	\$ 5,243,000	100%	5,243,000	2,147,234	1,548,482	-	598,752	2,147,234
Lake Forest Blvd	A-14	\$ 1,400,601	100%	1,400,601	573,606	328,850	-	244,756	573,606
Lakeside Pkwy	A-15	\$ 4,375,554	100%	4,375,554	1,791,978	-	-	1,791,978	1,791,978
Lakeside Pkwy	A-16	\$ 2,018,856	100%	2,018,856	826,808	-	-	826,808	826,808
Lakeside Pkwy	A-17	\$ 2,145,590	100%	2,145,590	878,712	-	-	878,712	878,712
Morriss Rd	A-18	\$ 1,009,492	100%	1,009,492	413,430	167,705	-	245,726	413,430
Sagebrush Dr	A-19	\$ 3,209,771	100%	3,209,771	1,314,539	1,305,663	-	8,876	1,314,539
Simmons Rd	A-20,B-7	\$ 1,128,789	50%	564,395	231,144	-	-	231,144	231,144
Spinks Rd	A-21	\$ 448,253	100%	448,253	183,579	183,579	-	-	183,579
Spinks Rd	A-22	\$ 968,297	100%	968,297	396,559	184,779	-	211,780	396,559
Timber Creek Rd	A-23	\$ 690,850	100%	690,850	282,933	-	-	282,933	282,933
Waketon/College Connector	A-24	\$ 1,353,000	100%	1,353,000	554,112	-	277,056	277,056	554,112
Windsor Dr	A-25	\$ 1,058,867	100%	1,058,867	433,652	27,201	-	406,451	433,652
Yucca Dr	A-26	\$ 214,416	100%	214,416	87,813	-	-	87,813	87,813
Signal Installation And Intersection Improvements									
College Pkwy. at Timber Creek Rd.	S-1	\$ 275,000	100%	\$ 275,000	\$ 112,624	\$ -	\$ -	\$ 112,624	\$ 112,624
Bruton Orand Blvd. at Quail Run Rd.	S-2	\$ 275,000	50%	137,500	56,312	-	-	56,312	56,312
Churchill Dr. at Peters Colony Rd.	S-3	\$ 990,000	100%	990,000	405,448	-	-	405,448	405,448
Cross Timbers Rd. at Forums Dr.	S-4	\$ 179,000	100%	179,000	73,308	-	-	73,308	73,308
Garden Ridge Blvd. at Kirkpatrick Ln.	S-5	\$ 275,000	100%	275,000	112,624	-	-	112,624	112,624
FM 2499 (Long Prairie Rd.) at Chaparral Ln.	S-6	\$ 375,000	100%	375,000	153,579	-	-	153,579	153,579
Garden Ridge Blvd. at Forest Vista Rd.	S-7	\$ 275,000	100%	275,000	112,624	-	-	112,624	112,624
FM 2499 (Long Prairie Rd.) at Northshore Blvd.	S-8	\$ 275,000	100%	275,000	112,624	-	-	112,624	112,624
FM 2499 (Long Prairie Rd.) at Aberdeen Dr.	S-9	\$ 380,000	100%	380,000	155,626	-	-	155,626	155,626
Lakeside Pkwy. at Silveron Blvd.	S-10	\$ 275,000	100%	275,000	112,624	-	-	112,624	112,624
FM 2499 (Long Prairie Rd.) at Silveron Blvd.	S-11	\$ 390,000	100%	390,000	159,722	-	-	159,722	159,722
Gerault Rd. at Old Gerault Rd.	S-12	\$ 275,000	100%	275,000	112,624	-	-	112,624	112,624
Lakeside Pkwy. at Enterprise Dr.	S-13	\$ 275,000	100%	275,000	112,624	-	-	112,624	112,624
Dixon Ln. at Morriss Rd.	I - 1	\$ 375,000	100%	375,000	153,579	-	-	153,579	153,579
FM 2499 (Long Prairie Rd.) at Waketon Rd.	I - 2	\$ 1,473,000	100%	1,473,000	603,257	-	-	603,257	603,257
FM 2499 (Long Prairie Rd.) at College Pkwy.	I - 3	\$ 333,000	100%	333,000	136,378	-	-	136,378	136,378
Bruton Orand Blvd. at Cross Timbers Rd.	I - 4	\$ 375,000	50%	187,500	76,789	-	-	76,789	76,789
Cross Timbers Rd. at Auburn Dr.	I - 5	\$ 375,000	100%	375,000	153,579	-	-	153,579	153,579
Cross Timbers Rd. at FM 2499 (Long Prairie Rd.)	I - 6	\$ 492,000	100%	492,000	201,495	-	-	201,495	201,495
Flower Mound Rd. at McKamy Creek Rd.	I - 7	\$ 336,000	100%	336,000	137,606	-	-	137,606	137,606
Flower Mound Rd. at FM 2499 (Long Prairie Rd.)	I - 8	\$ 2,210,000	100%	2,210,000	905,090	-	-	905,090	905,090
Flower Mound Rd. at Garden Ridge Blvd.	I - 9	\$ 375,000	100%	375,000	153,579	-	-	153,579	153,579
FM 2499 (Long Prairie Rd.) at Lakeside Pkwy.	I - 10	\$ 375,000	100%	375,000	153,579	-	-	153,579	153,579
Lakeside Pkwy. At Gerault Rd.	I-11	\$ 375,000	100%	375,000	153,579	-	-	153,579	153,579
Roadway Impact Fee Project		\$ 30,000	100%	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ 30,000
Total		\$ 59,038,921		\$ 55,930,844	\$ 22,923,803	\$ 7,582,533	\$ 705,197	\$ 14,636,074	\$ 22,923,803

(1) 2020 Roadway Impact Fee Study, Appendix A

(2) Line 11 of the Max Fee Table Report

(3) Based on Contributions by Project and Planned Future Debt Financing

Town of Flower Mound 2020 Roadway Impact Fee Update

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area A

2020 Vehicle Miles (All Service Areas) ⁽¹⁾	232,952
Ten Year Growth in Vehicle Miles (Service Area A) ⁽¹⁾	39,780
Annual Growth in Vehicle Miles	<u>10</u> years 3,978

	1	2	3	4	5	6	7	8	9	10	Total
Total Debt Service Eligible for Impact Fees	\$ 1,118,863	\$ 1,045,760	\$ 934,654	\$ 818,643	\$ 784,571	\$ 738,688	\$ 662,451	\$ 554,443	\$ 443,019	\$ 432,072	\$ 7,533,162
2020 Vehicle Miles plus Service Area A Growth	236,930	240,908	244,886	248,864	252,842	256,820	260,798	264,776	268,754	272,732	
Total Debt Service Eligible for Impact Fees per Vehicle Mile	\$ 4.72	\$ 4.34	\$ 3.82	\$ 3.29	\$ 3.10	\$ 2.88	\$ 2.54	\$ 2.09	\$ 1.65	\$ 1.58	
Annual Growth in Service Area A Vehicle Miles (Cumulative)	3,978	7,956	11,934	15,912	19,890	23,868	27,846	31,824	35,802	39,780	
Annual Ad Valorem Revenue Generated by Vehicle Miles for Debt Service Eligible for Impact Fees	\$ 18,785	\$ 34,536	\$ 45,548	\$ 52,343	\$ 61,719	\$ 68,651	\$ 70,731	\$ 66,640	\$ 59,017	\$ 63,021	\$ 540,992
Credit Amount	\$ 540,992										

(1) Per Kimley-Horn Impact Fee Update

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area B

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	0.438%
Annual Service Unit Growth ⁽²⁾	105
Available Existing Fund Balance ⁽³⁾	-
Portion of Projects Funded by Existing Debt ⁽⁴⁾	\$ 50,510
Non-debt Funded Project Cost ⁽⁵⁾	1,708,877
Project Cost Funded Through New Debt ⁽⁶⁾	1,489,312
Total Recoverable Project Cost ⁽⁷⁾	\$ 3,248,699

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal</u> ⁽⁸⁾	<u>Interest</u> ⁽⁹⁾	<u>Term</u>
1	\$ 148,931	4.00%	20
2	148,931	4.00%	20
3	148,931	4.00%	20
4	148,931	4.00%	20
5	148,931	4.00%	20
6	148,931	4.00%	20
7	148,931	4.00%	20
8	148,931	4.00%	20
9	148,931	4.00%	20
10	148,931	4.00%	20
Total	\$ 1,489,312		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures</u> ⁽¹⁰⁾
1	\$ 245,353
2	319,819
3	319,819
4	319,819
5	319,819
6	319,819
7	319,819
8	319,819
9	319,819
10	394,284
Total	\$ 3,198,189

(1) Town's current earnings rate as of June 30, 2020

(2) Per Kimley-Horn Impact Fee Update

(3) Assumes all existing fund balances are already encumbered

(4) Per discussion with Town staff and files

(5) Unless specified in Town CIP, Assumes 50% of new project cost funded through sources other than debt

(6) Unless specified in Town CIP, Assumes 50% of new project costs funded through new debt issues

(7) Line 11 of the Max Fee Table Report

(8) Assumes new debt issued based on Town Input

(9) Estimated interest cost provided by Town's Financial Advisor

(10) Non-debt funded capital expenditures made in equal annual amounts. Assumes new debt proceeds expended over a 2-year timeframe with Year 10 bond proceeds spent in one year.

Town of Flower Mound 2020 Roadway Impact Fee Update

Debt Service and Expenses Summary Appendix E - Impact Fee Calculation Assumptions Service Area B

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 10,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,959
2	10,959	10,959	-	-	-	-	-	-	-	-	21,917
3	10,959	10,959	10,959	-	-	-	-	-	-	-	32,876
4	10,959	10,959	10,959	10,959	-	-	-	-	-	-	43,834
5	10,959	10,959	10,959	10,959	10,959	-	-	-	-	-	54,793
6	10,959	10,959	10,959	10,959	10,959	10,959	-	-	-	-	65,752
7	10,959	10,959	10,959	10,959	10,959	10,959	10,959	-	-	-	76,710
8	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	-	-	87,669
9	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	-	98,628
10	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
11	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
12	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
13	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
14	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
15	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
16	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
17	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
18	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
19	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
20	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	109,586
21	-	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	98,628
22	-	-	10,959	10,959	10,959	10,959	10,959	10,959	10,959	10,959	87,669
23	-	-	-	10,959	10,959	10,959	10,959	10,959	10,959	10,959	76,710
24	-	-	-	-	10,959	10,959	10,959	10,959	10,959	10,959	65,752
25	-	-	-	-	-	10,959	10,959	10,959	10,959	10,959	54,793
26	-	-	-	-	-	-	10,959	10,959	10,959	10,959	43,834
27	-	-	-	-	-	-	-	10,959	10,959	10,959	32,876
28	-	-	-	-	-	-	-	-	10,959	10,959	21,917
29	-	-	-	-	-	-	-	-	-	10,959	10,959
	\$ 219,172	\$ 219,172	\$ 219,172	\$ 219,172	\$ 219,172	\$ 219,172	\$ 219,172	\$ 219,172	\$ 219,172	\$ 219,172	\$ 2,191,723

Town of Flower Mound 2020 Roadway Impact Fee Update

Debt Service and Expenses Summary

Appendix E - Impact Fee Calculation Assumptions

II. Summary of Annual Expenses

Year	New Annual Debt Service ⁽¹⁾	Annual Capital Expenditures ⁽²⁾	Annual Bond Proceeds ⁽²⁾	Existing Annual Debt Service ⁽³⁾	Annual Credit ⁽⁴⁾	Total Expense
Prev						
1	\$ 10,959	\$ 245,353	\$ (148,931)	\$ 7,419	\$ (8)	\$ 114,791
2	21,917	319,819	(148,931)	6,897	(26)	199,676
3	32,876	319,819	(148,931)	6,122	(52)	209,834
4	43,834	319,819	(148,931)	5,315	(88)	219,949
5	54,793	319,819	(148,931)	5,054	(134)	230,600
6	65,752	319,819	(148,931)	4,713	(189)	241,164
7	76,710	319,819	(148,931)	4,171	(253)	251,516
8	87,669	319,819	(148,931)	3,417	(326)	261,648
9	98,628	319,819	(148,931)	2,640	(407)	271,748
10	109,586	394,284	(148,931)	2,533	(501)	356,971
11	109,586	-	-	2,382	-	111,968
12	109,586	-	-	2,250	-	111,836
13	109,586	-	-	2,249	-	111,835
14	109,586	-	-	2,256	-	111,842
15	109,586	-	-	2,071	-	111,657
16	109,586	-	-	2,048	-	111,634
17	109,586	-	-	1,800	-	111,386
18	109,586	-	-	1,570	-	111,156
19	109,586	-	-	744	-	110,330
20	109,586	-	-	367	-	109,954
21	98,628	-	-	-	-	98,628
22	87,669	-	-	-	-	87,669
23	76,710	-	-	-	-	76,710
24	65,752	-	-	-	-	65,752
25	54,793	-	-	-	-	54,793
26	43,834	-	-	-	-	43,834
27	32,876	-	-	-	-	32,876
28	21,917	-	-	-	-	21,917
29	10,959	-	-	-	-	10,959
	\$ 2,191,723	\$ 3,198,189	\$ (1,489,312)	\$ 66,017	\$ (1,984)	\$ 3,964,633

(1) Appendix E - Service Area B, Page 2

(2) Appendix E - Service Area B, Page 1

(3) Eligible Outstanding Debt Funded Projects Percent of General Projects Debt Issuance times total outstanding tax-supported annual debt service

(4) Appendix E - Service Area B, Page 7

Town of Flower Mound 2020 Roadway Impact Fee Update

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area B

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 3,706	105	\$ 387,277	114,791	\$ 272,486	\$ 597	273,082
2	3,706	105	387,277	199,676	187,600	1,607	462,290
3	3,706	105	387,277	209,834	177,443	2,413	642,146
4	3,706	105	387,277	219,949	167,327	3,179	812,653
5	3,706	105	387,277	230,600	156,676	3,903	973,231
6	3,706	105	387,277	241,164	146,113	4,583	1,123,927
7	3,706	105	387,277	251,516	135,761	5,220	1,264,908
8	3,706	105	387,277	261,648	125,629	5,815	1,396,353
9	3,706	105	387,277	271,748	115,529	6,369	1,518,250
10	3,706	105	387,277	356,971	30,305	6,716	1,555,272
11	-	-	-	111,968	(111,968)	6,567	1,449,870
12	-	-	-	111,836	(111,836)	6,106	1,344,140
13	-	-	-	111,835	(111,835)	5,642	1,237,947
14	-	-	-	111,842	(111,842)	5,177	1,131,282
15	-	-	-	111,657	(111,657)	4,710	1,024,336
16	-	-	-	111,634	(111,634)	4,242	916,944
17	-	-	-	111,386	(111,386)	3,772	809,330
18	-	-	-	111,156	(111,156)	3,301	701,475
19	-	-	-	110,330	(110,330)	2,831	593,976
20	-	-	-	109,954	(109,954)	2,361	486,384
21	-	-	-	98,628	(98,628)	1,914	389,670
22	-	-	-	87,669	(87,669)	1,515	303,516
23	-	-	-	76,710	(76,710)	1,161	227,967
24	-	-	-	65,752	(65,752)	855	163,070
25	-	-	-	54,793	(54,793)	594	108,871
26	-	-	-	43,834	(43,834)	381	65,418
27	-	-	-	32,876	(32,876)	215	32,756
28	-	-	-	21,917	(21,917)	95	10,935
29	-	-	-	10,959	(10,959)	24	-
			3,872,766	3,964,633		91,866	

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area B

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Service Units</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>	<u>Actual</u>	<u>Escalated</u>	<u>Actual</u>	<u>Escalated</u>
1	29	1.1326	1.0000	105	118	\$ 114,791	\$ 130,018
2	28	1.1277	1.0000	105	118	199,676	225,177
3	27	1.1228	1.0000	105	117	209,834	235,600
4	26	1.1179	1.0000	105	117	219,949	245,880
5	25	1.1130	1.0000	105	116	230,600	256,663
6	24	1.1082	1.0000	105	116	241,164	267,250
7	23	1.1033	1.0000	105	115	251,516	277,506
8	22	1.0985	1.0000	105	115	261,648	287,426
9	21	1.0937	1.0000	105	114	271,748	297,220
10	20	1.0890	1.0000	105	114	356,971	388,729
11	19	1.0842	1.0000	-	-	111,968	121,398
12	18	1.0795	1.0000	-	-	111,836	120,725
13	17	1.0748	1.0000	-	-	111,835	120,198
14	16	1.0701	1.0000	-	-	111,842	119,682
15	15	1.0654	1.0000	-	-	111,657	118,962
16	14	1.0608	1.0000	-	-	111,634	118,419
17	13	1.0562	1.0000	-	-	111,386	117,641
18	12	1.0515	1.0000	-	-	111,156	116,886
19	11	1.0470	1.0000	-	-	110,330	115,511
20	10	1.0424	1.0000	-	-	109,954	114,615
21	9	1.0378	1.0000	-	-	98,628	102,361
22	8	1.0333	1.0000	-	-	87,669	90,590
23	7	1.0288	1.0000	-	-	76,710	78,921
24	6	1.0243	1.0000	-	-	65,752	67,352
25	5	1.0199	1.0000	-	-	54,793	55,881
26	4	1.0154	1.0000	-	-	43,834	44,510
27	3	1.0110	1.0000	-	-	32,876	33,237
28	2	1.0066	1.0000	-	-	21,917	22,061
29	1	1.0022	1.0000	-	-	10,959	10,983
					1,161	3,964,633	4,301,401

Total Escalated Expense for Entire Period	\$ 4,301,401
Total Escalated Service Units	1,161
Impact Fee for Service Area B	\$ 3,706

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area B

<u>Impact Fee Project Name⁽¹⁾</u>	<u>Impact Fee Project No. ⁽¹⁾</u>	<u>Cost in Service Area ⁽¹⁾</u>	<u>Impact Fee Recoverable Cost ⁽²⁾</u>	<u>Debt Funded ⁽³⁾</u>		<u>Non-Debt Funded ⁽³⁾</u>	<u>Impact Fee Recoverable Cost</u>
<u>Existing</u>	<u>Proposed</u>						
Roadway Improvements - Service Area B							
Flower Mound Rd	B-1	\$ 680,380	\$ 124,891	\$ 50,510	\$ -	\$ 74,381	\$ 124,891
Red Rock/Shiloh Connector	B-2	6,845,000	1,256,474	-	628,237	628,237	1,256,474
Scenic /Flower Mound Connector	B-3	3,067,000	562,981	-	281,491	281,491	562,981
Shiloh Rd/Lusk Ln Connector	B-4	3,945,000	724,148	-	362,074	362,074	724,148
Shiloh Rd/Lusk Ln Connector	B-5	1,805,500	331,419	-	165,710	165,710	331,419
Simmons Rd	A-19,B-6	564,395	103,601	-	51,800	51,800	103,601
Signal Installation And Intersection Improvements							
Bruton Orand Blvd. at Quail Run Rd.	S-2	137,500	25,240	-	-	25,240	25,240
Bruton Orand Blvd. at Cross Timbers Rd.	I - 4	115,000	21,110	-	-	21,110	21,110
Cross Timbers Rd. at Flower Mound Rd.	I-12	375,000	68,835	-	-	68,835	68,835
Roadway Impact Fee Project		\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ 30,000
Total		\$ 17,564,775	\$ 3,248,699	\$ 50,510	\$ 1,489,312	\$ 1,708,877	\$ 3,248,699

(1) 2020 Roadway Impact Fee Study, Appendix A

(2) Line 11 of the Max Fee Table Report

(3) Based on Contributions by Project and Planned Future Debt Financing

Town of Flower Mound 2020 Roadway Impact Fee Update

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area B

2020 Vehicle Miles (All Service Areas) ⁽¹⁾	232,952
Ten Year Growth in Vehicle Miles (Service Area B) ⁽¹⁾	1,045
Annual Growth in Vehicle Miles	$\frac{1,045}{10 \text{ years}} = 105$

	1	2	3	4	5	6	7	8	9	10	Total
Total Debt Service Eligible for Impact Fees	\$ 18,377	\$ 28,814	\$ 38,998	\$ 49,150	\$ 59,847	\$ 70,465	\$ 80,881	\$ 91,086	\$ 101,268	\$ 112,119	\$ 651,004
2020 Vehicle Miles plus Service Area B Growth	233,057	233,161	233,266	233,370	233,475	233,579	233,684	233,788	233,893	233,997	
Total Debt Service Eligible for Impact Fees per Vehicle Mile	\$ 0.08	\$ 0.12	\$ 0.17	\$ 0.21	\$ 0.26	\$ 0.30	\$ 0.35	\$ 0.39	\$ 0.43	\$ 0.48	
Annual Growth in Service Area B Vehicle Miles (Cumulative)	105	209	314	418	523	627	732	836	941	1,045	
Annual Ad Valorem Revenue Generated by Vehicle Miles for Debt Service Eligible for Impact Fees	\$ 8	\$ 26	\$ 52	\$ 88	\$ 134	\$ 189	\$ 253	\$ 326	\$ 407	\$ 501	\$ 1,984
Credit Amount	\$ 1,984										

(1) Per Kimley-Horn Impact Fee Update

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area C

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	0.438%
Annual Service Unit Growth ⁽²⁾	3,271
Available Existing Fund Balance ⁽³⁾	-
Portion of Projects Funded by Existing Debt ⁽⁴⁾	\$ -
Non-debt Funded Project Cost ⁽⁵⁾	45,872,556
Project Cost Funded Through New Debt ⁽⁶⁾	45,017,974
Total Recoverable Project Cost ⁽⁷⁾	\$ 90,890,530

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal</u> ⁽⁸⁾	<u>Interest</u> ⁽⁹⁾	<u>Term</u>
1	\$ 4,501,797	4.00%	20
2	4,501,797	4.00%	20
3	4,501,797	4.00%	20
4	4,501,797	4.00%	20
5	4,501,797	4.00%	20
6	4,501,797	4.00%	20
7	4,501,797	4.00%	20
8	4,501,797	4.00%	20
9	4,501,797	4.00%	20
10	4,501,797	4.00%	20
Total	\$ 45,017,974		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures</u> ⁽¹⁰⁾
1	\$ 6,838,154
2	9,089,053
3	9,089,053
4	9,089,053
5	9,089,053
6	9,089,053
7	9,089,053
8	9,089,053
9	9,089,053
10	11,339,952
Total	\$ 90,890,530

(1) Town's current earnings rate as of June 30, 2020

(2) Per Kimley-Horn Impact Fee Update

(3) Assumes all existing fund balances are already encumbered

(4) Per discussion with Town staff and files

(5) Unless specified in Town CIP, Assumes 50% of new project cost funded through sources other than debt

(6) Unless specified in Town CIP, Assumes 50% of new project costs funded through new debt issues

(7) Line 11 of the Max Fee Table Report

(8) Assumes new debt issued based on Town Input

(9) Estimated interest cost provided by Town's Financial Advisor

(10) Non-debt funded capital expenditures made in equal annual amounts. Assumes new debt proceeds expended over a 2-year timeframe with Year 10 bond proceeds spent in one year.

Town of Flower Mound 2020 Roadway Impact Fee Update

Debt Service and Expenses Summary Appendix E - Impact Fee Calculation Assumptions Service Area C

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 331,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 331,250
2	331,250	331,250	-	-	-	-	-	-	-	-	662,500
3	331,250	331,250	331,250	-	-	-	-	-	-	-	993,750
4	331,250	331,250	331,250	331,250	-	-	-	-	-	-	1,325,001
5	331,250	331,250	331,250	331,250	331,250	-	-	-	-	-	1,656,251
6	331,250	331,250	331,250	331,250	331,250	331,250	-	-	-	-	1,987,501
7	331,250	331,250	331,250	331,250	331,250	331,250	331,250	-	-	-	2,318,751
8	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	-	-	2,650,001
9	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	-	2,981,251
10	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
11	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
12	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
13	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
14	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
15	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
16	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
17	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
18	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
19	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
20	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	3,312,501
21	-	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	2,981,251
22	-	-	331,250	331,250	331,250	331,250	331,250	331,250	331,250	331,250	2,650,001
23	-	-	-	331,250	331,250	331,250	331,250	331,250	331,250	331,250	2,318,751
24	-	-	-	-	331,250	331,250	331,250	331,250	331,250	331,250	1,987,501
25	-	-	-	-	-	331,250	331,250	331,250	331,250	331,250	1,656,251
26	-	-	-	-	-	-	331,250	331,250	331,250	331,250	1,325,001
27	-	-	-	-	-	-	-	331,250	331,250	331,250	993,750
28	-	-	-	-	-	-	-	-	331,250	331,250	662,500
29	-	-	-	-	-	-	-	-	-	331,250	\$ 331,250
	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 6,625,003	\$ 66,250,027

Town of Flower Mound 2020 Roadway Impact Fee Update

Debt Service and Expenses Summary

Appendix E - Impact Fee Calculation Assumptions

II. Summary of Annual Expenses

Year	New Annual Debt <u>Service</u> ⁽¹⁾	Annual Capital <u>Expenditures</u> ⁽²⁾	Annual Bond <u>Proceeds</u> ⁽²⁾	Existing Annual Debt <u>Service</u> ⁽³⁾	Annual <u>Credit</u> ⁽⁴⁾	Total <u>Expense</u>
Prev						
1	\$ 331,250	\$ 6,838,154	\$ (4,501,797)	\$ -	\$ (4,587)	\$ 2,663,020
2	662,500	9,089,053	(4,501,797)	-	(18,099)	5,231,657
3	993,750	9,089,053	(4,501,797)	-	(40,174)	5,540,832
4	1,325,001	9,089,053	(4,501,797)	-	(70,471)	5,841,785
5	1,656,251	9,089,053	(4,501,797)	-	(108,666)	6,134,841
6	1,987,501	9,089,053	(4,501,797)	-	(154,452)	6,420,305
7	2,318,751	9,089,053	(4,501,797)	-	(207,538)	6,698,469
8	2,650,001	9,089,053	(4,501,797)	-	(267,648)	6,969,609
9	2,981,251	9,089,053	(4,501,797)	-	(334,518)	7,233,989
10	3,312,501	11,339,952	(4,501,797)	-	(407,900)	9,742,756
11	3,312,501	-	-	-	-	3,312,501
12	3,312,501	-	-	-	-	3,312,501
13	3,312,501	-	-	-	-	3,312,501
14	3,312,501	-	-	-	-	3,312,501
15	3,312,501	-	-	-	-	3,312,501
16	3,312,501	-	-	-	-	3,312,501
17	3,312,501	-	-	-	-	3,312,501
18	3,312,501	-	-	-	-	3,312,501
19	3,312,501	-	-	-	-	3,312,501
20	3,312,501	-	-	-	-	3,312,501
21	2,981,251	-	-	-	-	2,981,251
22	2,650,001	-	-	-	-	2,650,001
23	2,318,751	-	-	-	-	2,318,751
24	1,987,501	-	-	-	-	1,987,501
25	1,656,251	-	-	-	-	1,656,251
26	1,325,001	-	-	-	-	1,325,001
27	993,750	-	-	-	-	993,750
28	662,500	-	-	-	-	662,500
29	331,250	-	-	-	-	331,250
	\$ 66,250,027	\$ 90,890,530	\$ (45,017,974)	\$ -	\$ (1,614,052)	\$ 110,508,531

(1) Appendix E - Service Area C, Page 2

(2) Appendix E - Service Area C, Page 1

(3) Eligible Outstanding Debt Funded Projects Percent of General Projects Debt Issuance times total outstanding tax-supported annual debt service

(4) Appendix E - Service Area C, Page 7

Town of Flower Mound 2020 Roadway Impact Fee Update

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area C

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 3,294	3,271	\$ 10,776,209	\$ 2,663,020	\$ 8,113,190	\$ 17,768	8,130,958
2	3,294	3,271	10,776,209	5,231,657	5,544,552	47,756	13,723,266
3	3,294	3,271	10,776,209	5,540,832	5,235,377	71,573	19,030,217
4	3,294	3,271	10,776,209	5,841,785	4,934,424	94,159	24,058,799
5	3,294	3,271	10,776,209	6,134,841	4,641,368	115,542	28,815,710
6	3,294	3,271	10,776,209	6,420,305	4,355,904	135,752	33,307,366
7	3,294	3,271	10,776,209	6,698,469	4,077,741	154,817	37,539,923
8	3,294	3,271	10,776,209	6,969,609	3,806,600	172,761	41,519,285
9	3,294	3,271	10,776,209	7,233,989	3,542,221	189,612	45,251,118
10	3,294	3,271	10,776,209	9,742,756	1,033,454	200,463	46,485,034
11	-	-	-	3,312,501	(3,312,501)	196,350	43,368,883
12	-	-	-	3,312,501	(3,312,501)	182,701	40,239,083
13	-	-	-	3,312,501	(3,312,501)	168,993	37,095,574
14	-	-	-	3,312,501	(3,312,501)	155,224	33,938,297
15	-	-	-	3,312,501	(3,312,501)	141,395	30,767,191
16	-	-	-	3,312,501	(3,312,501)	127,506	27,582,196
17	-	-	-	3,312,501	(3,312,501)	113,556	24,383,250
18	-	-	-	3,312,501	(3,312,501)	99,544	21,170,293
19	-	-	-	3,312,501	(3,312,501)	85,472	17,943,263
20	-	-	-	3,312,501	(3,312,501)	71,337	14,702,099
21	-	-	-	2,981,251	(2,981,251)	57,866	11,778,714
22	-	-	-	2,650,001	(2,650,001)	45,787	9,174,500
23	-	-	-	2,318,751	(2,318,751)	35,106	6,890,856
24	-	-	-	1,987,501	(1,987,501)	25,829	4,929,184
25	-	-	-	1,656,251	(1,656,251)	17,963	3,290,896
26	-	-	-	1,325,001	(1,325,001)	11,512	1,977,408
27	-	-	-	993,750	(993,750)	6,485	990,142
28	-	-	-	662,500	(662,500)	2,886	330,528
29	-	-	-	331,250	(331,250)	722	(0)
			107,762,092	110,508,531		2,746,439	

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area C

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Service Units</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>	<u>Actual</u>	<u>Escalated</u>	<u>Actual</u>	<u>Escalated</u>
1	29	1.1326	1.0000	3,271	3,705	\$ 2,663,020	\$ 3,016,268
2	28	1.1277	1.0000	3,271	3,689	5,231,657	5,899,794
3	27	1.1228	1.0000	3,271	3,673	5,540,832	6,221,205
4	26	1.1179	1.0000	3,271	3,657	5,841,785	6,530,510
5	25	1.1130	1.0000	3,271	3,641	6,134,841	6,828,207
6	24	1.1082	1.0000	3,271	3,625	6,420,305	7,114,772
7	23	1.1033	1.0000	3,271	3,609	6,698,469	7,390,653
8	22	1.0985	1.0000	3,271	3,594	6,969,609	7,656,277
9	21	1.0937	1.0000	3,271	3,578	7,233,989	7,912,050
10	20	1.0890	1.0000	3,271	3,562	9,742,756	10,609,501
11	19	1.0842	1.0000	-	-	3,312,501	3,591,461
12	18	1.0795	1.0000	-	-	3,312,501	3,575,799
13	17	1.0748	1.0000	-	-	3,312,501	3,560,205
14	16	1.0701	1.0000	-	-	3,312,501	3,544,679
15	15	1.0654	1.0000	-	-	3,312,501	3,529,221
16	14	1.0608	1.0000	-	-	3,312,501	3,513,831
17	13	1.0562	1.0000	-	-	3,312,501	3,498,507
18	12	1.0515	1.0000	-	-	3,312,501	3,483,251
19	11	1.0470	1.0000	-	-	3,312,501	3,468,061
20	10	1.0424	1.0000	-	-	3,312,501	3,452,937
21	9	1.0378	1.0000	-	-	2,981,251	3,094,091
22	8	1.0333	1.0000	-	-	2,650,001	2,738,309
23	7	1.0288	1.0000	-	-	2,318,751	2,385,572
24	6	1.0243	1.0000	-	-	1,987,501	2,035,859
25	5	1.0199	1.0000	-	-	1,656,251	1,689,151
26	4	1.0154	1.0000	-	-	1,325,001	1,345,427
27	3	1.0110	1.0000	-	-	993,750	1,004,670
28	2	1.0066	1.0000	-	-	662,500	666,859
29	1	1.0022	1.0000	-	-	331,250	331,976
						36,335	110,508,531
							119,689,104

Total Escalated Expense for Entire Period	\$ 119,689,104
Total Escalated Service Units	36,335
Impact Fee for Service Area C	\$ 3,294

Town of Flower Mound 2020 Roadway Impact Fee Update

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area C

Impact Fee Project Name ⁽¹⁾	Impact Fee	Cost in	Impact Fee	Debt Funded ⁽³⁾		Non-Debt	Impact Fee
	Project No. ⁽¹⁾	Service Area ⁽¹⁾	Recoverable Cost ⁽²⁾	Existing	Proposed	Funded ⁽³⁾	Recoverable Cost
Roadway Improvements - Service Area C							
CrossTimbers/Dunham Connector	C-1	\$ 3,483,000	\$ 3,217,945	\$ -	\$ 1,608,973	\$ 1,608,973	\$ 3,217,945
CrossTimbers/US 377 Connector1	C-2	22,005,000	20,330,430	-	10,165,215	10,165,215	20,330,430
CrossTimbers/US 377 Connector2	C-3	6,090,000	5,626,554	-	2,813,277	2,813,277	5,626,554
Denton Creek Blvd	C-4	28,014,000	25,882,148	-	12,941,074	12,941,074	25,882,148
Denton Creek Blvd	C-5	1,435,000	1,325,797	-	662,899	662,899	1,325,797
Denton Creek Blvd	C-6	4,323,000	3,994,022	-	1,997,011	1,997,011	3,994,022
Stonecrest Rd	C-7	3,137,000	2,898,276	-	1,449,138	1,449,138	2,898,276
Stonecrest Rd	C-8	5,437,000	5,023,247	-	2,511,623	2,511,623	5,023,247
UMAB 1	C-9	4,444,000	4,105,814	-	2,052,907	2,052,907	4,105,814
UMAB2	C-10	3,512,000	3,244,738	-	1,622,369	1,622,369	3,244,738
Urban Collector 1	C-11	10,995,000	10,158,286	-	5,079,143	5,079,143	10,158,286
Urban Collector 1	C-12	4,577,000	4,228,692	-	2,114,346	2,114,346	4,228,692
Signal Installation And Intersection Improvements							
US 377 at Canyon Falls Dr.	S-14	205,000	189,400	-	-	189,400	189,400
Cross Timbers Rd. at Canyon Falls Dr.	S-15	137,500	127,036	-	-	127,036	127,036
Cross Timbers Rd. at Denton Creek Blvd.	S-16	275,000	254,073	-	-	254,073	254,073
Cross Timbers Rd. at Cross Timbers/US 377 Conne	S-17	275,000	254,073	-	-	254,073	254,073
Roadway Impact Fee Project		\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ 30,000
Total		\$ 98,374,500	\$ 90,890,530	\$ -	\$ 45,017,974	\$ 45,872,556	\$ 90,890,530

(1) 2020 Roadway Impact Fee Study, Appendix A

(2) Line 11 of the Max Fee Table Report

(3) Based on Contributions by Project and Planned Future Debt Financing from Town CIP where available

Town of Flower Mound 2020 Roadway Impact Fee Update

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area C

2020 Vehicle Miles (All Service Areas) ⁽¹⁾	232,952
Ten Year Growth in Vehicle Miles (Service Area C) ⁽¹⁾	32,714
	<u>10 years</u>
Annual Growth in Vehicle Miles	3,271

	1	2	3	4	5	6	7	8	9	10	Total
Total Debt Service Eligible for Impact Fees	\$ 331,250	\$ 662,500	\$ 993,750	\$ 1,325,001	\$ 1,656,251	\$ 1,987,501	\$ 2,318,751	\$ 2,650,001	\$ 2,981,251	\$ 3,312,501	\$ 18,218,757
2020 Vehicle Miles plus Service Area C Growth	236,223	239,495	242,766	246,038	249,309	252,580	255,852	259,123	262,395	265,666	
Total Debt Service Eligible for Impact Fees per Vehicle Mile	\$ 1.40	\$ 2.77	\$ 4.09	\$ 5.39	\$ 6.64	\$ 7.87	\$ 9.06	\$ 10.23	\$ 11.36	\$ 12.47	
Annual Growth in Service Area C Vehicle Miles (Cumulative)	3,271	6,543	9,814	13,086	16,357	19,628	22,900	26,171	29,443	32,714	
Annual Ad Valorem Revenue Generated by Vehicle Miles for Debt Service Eligible for Impact Fees	\$ 4,587	\$ 18,099	\$ 40,174	\$ 70,471	\$ 108,666	\$ 154,452	\$ 207,538	\$ 267,648	\$ 334,518	\$ 407,900	\$ 1,614,052
Credit Amount	\$ 1,614,052										

(1) Per Kimley-Horn Impact Fee Update



TOWN COUNCIL AGENDA ITEM NO. 27

REGULAR ITEM

DATE: March 1, 2021

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP20-0025) for one (1) specimen tree on property proposed for development as Grace Park. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Environmental Conservation Commission recommended approval by a vote of 7-0 at its February 2, 2021, meeting).**

BACKGROUND INFORMATION: The Grace Park residential development is generally located south of Cross Timbers Road and east of Regency Park Court. The site is currently zoned for Single-Family District-15 (SF-15) uses and master planned for Low Density Residential. According to the tree survey for the project, the site contains three (3) specimen trees. The applicant is requesting to remove one (1) specimen tree (Tree #7127 – 34" pine). The specimen tree proposed for removal is in good condition, is located within the proposed street buffer along Cross Timbers Road and is impacted by the proposed water line installation.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 69" of replacement trees, equaling 23 three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. The developer is proposing to preserve existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 2, 2021, meeting. The ECC recommended approval of the requested permit to remove the specimen tree. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of February 4, 2021, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request
2. Specimen tree removal permit application
3. Photograph of the specimen tree proposed for removal
4. Tree Survey

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

December 31, 2020

**Re: Grace Park
Tree removal Permit**

Dear Mr. Hoefert,

Ridinger Associates, Inc. has performed the engineering with the Record Plat Construction Plans application for the proposed Grace Park development located at 3861 Cross Timbers Road.

A permit is requested for the tree removal shown on the Grace Park Tree Survey.

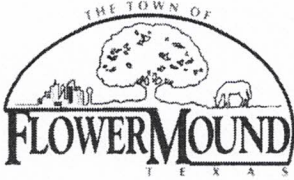
It has been determined that the tree requested to be removed (tree #7127), is located directly in the path of a Town of Flower Mound required 12" water line. Due to the size of the tree and large dripline of the tree, there is no way to feasibly preserve this tree.

We appreciate your consideration of your project and look forward to your favorable approval. Please place the Tree Removal Permit on the first available E.C.C. agenda.
Please call if you have any questions.

Respectfully,
Ridinger Associates, Inc.
P.E. Firm No. 1969



Mr. Jason Kilpatrick
Engineer



Town of Flower Mound Environmental Services
 Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
 Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:
 Matthew Clemons

Address: 3000 S. Hulen St. #124 - 401
 Fort Worth TX 76109

Phone:

Applicant's Legal Interest in the Property:

Consulting arborist retained by property owner for arborist representation.

2. Property Owner(s)

Name(s): Joseph & Jody Keahey Family Trust

Address: 3861 Cross Timbers Road
 Flower Mound, TX 75028

3. Location and Legal Description of Property:

3861 Cross Timbers Road, Flower Mound, TX 75028

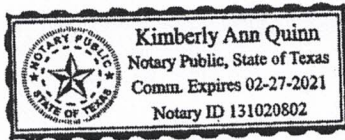
A0836A P. MALONE, TR 12, 4.9034 ACRES & A0836A P. MALONE, TR 11, 4.9034 ACRES

Page 2 of 3.

4. Owner's Authorization of Representation

I, Reginald Rembert, the owner of the above described real property, do hereby authorize Matthew Clemons to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Reg Rembert
Signature of Owner



Given Under My Hand and Seal of Office
This the 31 Day of December, 2020

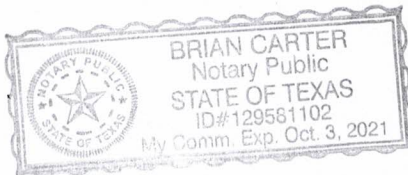
Kimberly Ann Quinn
Notary Public
In and For DEWTON County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Matthew Clemons, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Matthew Clemons
Signature of Applicant

Landscape Architect License No. _____
State of Licensure _____
Or ISA Certified Arborist No. TX 1340-A
Or Certified Forester No. _____



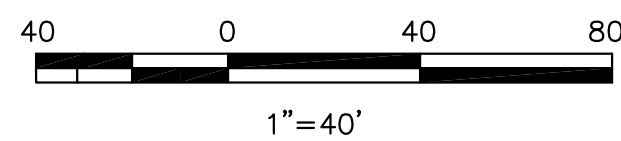
Given Under My Hand and Seal of Office
This the 31 Day of December, 2020

Brian Carter
Notary Public
In and For TARRANT County, Texas

6. Received by Town of Flower Mound on (Date) 12/31/2020 by
(initials) JRH.

Grace Park -
Specimen tree proposed for removal





3 - SPECIMEN TREES ON SITE.
1 - SPECIMEN TREES TO BE REMOVED FROM SITE.
11 - PROTECTED TREES ON-SITE.
5 - PROTECTED TREES TO BE REMOVED FROM A BUILDABLE AREA.
2 - PROTECTED TREES TO BE REMOVED FROM A PROPOSED RIGHT-OF WAY.



**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011



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GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: NOVEMBER 30, 2020
Project No. 035-030

SHEET
TS-1



TOWN COUNCIL AGENDA ITEM NO. 28

REGULAR ITEM

DATE: March 1, 2021
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Update on the River Walk at Central Park.**

BACKGROUND INFORMATION: A representative for the River Walk at Central Park will provide an update on the project. This item also allows general discussion about the development.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

ATTACHMENTS:

1. None

DRAFT MOTION: This is a general discussion item only.



TOWN COUNCIL AGENDA ITEM NO. 29

REGULAR ITEM

DATE: March 1, 2021

FROM: John Chapman, Long Range Planner

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0007 – Regulated Uses Updates) by amending Chapter 82 entitled “Development Standards,” and Chapter 98 entitled “Zoning,” of the Town’s Code of Ordinances to amend and propose new regulated uses, definitions, and parking standards for the purpose of clarifying and updating certain sections to reflect current planning practices and uses. *(The Planning and Zoning Commission recommended approval with modifications by a vote of 5 to 1 at their February 22, 2021, meeting.)***

SUMMARY DATA:

- This is a Town-initiated effort to update the Town’s Land Development Regulations governing permitted uses within the existing zoning districts.
- During the June 19, 2020, Strategic Planning Session (SPS), Town Council identified permitted uses as a topic for future discussion ([Video](#), topic starts at 3:37:21).
- Based on this guidance, staff initiated a work session on November 19, 2020, so that Council could provide additional input and direction on this ordinance amendment ([Video](#).)

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During Commissioner deliberation, the question was asked if there were any legal limitations on the Town’s ability to restrict smoking-related uses, and the answer was not known at the time of the meeting. In addition, there was discussion on the differences between the existing Farmer’s market definition and the newly proposed Boutique vendor market definition, as well as the appropriateness of the Nursing and congregate care use in the Agricultural zoning district. As such, P&Z recommended the following amendments to the draft ordinance:

- Increase the minimum required distance between any school and a smoking-related business to either 1,000 feet or the maximum amount allowed by law, whichever is less.
- Strike the words “and customers” from Section 98-980 – Farmer’s market, to ensure there is no implied requirement to provide permanent shelter/structures for customers of a Farmer’s market.
- Remove Nursing or congregate care facility as a use that is allowed with an SUP in the Agricultural district.

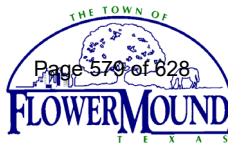
To ensure that there is adequate time by both staff and legal to research the request by P&Z and incorporate any necessary changes to the final ordinance, staff requests that this item be postponed until the next Town Council meeting on April 5, 2021.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

DRAFT MOTION: Move to postpone to April 5, 2021, including the Public Hearing.



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 2

REGULAR ITEM

DATE: February 22, 2021

FROM: John Chapman, Long Range Planner

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0007 – Regulated Uses Updates) by amending Chapter 82 entitled “Development Standards,” and Chapter 98 entitled “Zoning,” of the Town’s Code of Ordinances to amend and propose new regulated uses, definitions, and parking standards for the purpose of clarifying and updating certain sections to reflect current planning practices and uses.**

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town’s Land Development Regulations by updating and introducing language related to regulated uses and parking standards. The proposed amendment focuses on the following:

1. New and Updated Off-Street Parking Requirements
2. New and Updated Definitions
3. Undefined and Unlisted Uses
4. Updates to the Schedule of Use Regulations
5. New and Updated Special Use Conditions
6. Minor update to Accessory Building standards

This item will require final action by the Town Council, which is scheduled for March 1, 2021.

II. APPLICATION ANALYSIS

1. New and Updated Off-Street Parking Requirements

Over time, Town staff has received several comments regarding off-street parking requirements for office, restaurant, and religious assembly/institution uses from P&Z, Council, and applicants. Because of this, staff is proposing the following adjustments to address concerns:

- Amending Section 82-73 – Computing Parking and Loading Requirements, by introducing a new deviation for “Religious Assembly/Institution or Rectory,” allowing maximum parking to be in excess of 30 percent, rather than 20 percent, while maintaining mitigation requirements.

- Amending Section 82-73 – Computing Parking and Loading Requirements, by introducing a new definition for “square feet,” which clarifies the areas the Town uses to calculate off-street parking requirements.
- Amending Section 82-74 – Off-Street Parking and Loading Requirements, by creating a parking standard for assembly hall and alcoholic beverage establishments (a new use), and increasing required parking for offices.
- Amending Section 82-75 – Off-Site Parking, by updating existing regulations related to ownership by requiring an off-site shared parking irrevocable consent agreement form in all instances, regardless of ownership, in order to ensure required parking will continuously be met.

2. New and Updated Definitions

Proposals to Sec. 98-2 – Definitions, include a variety of new definitions and amendments based on feedback from P&Z, Council, and staff. The amendments include:

- Updating certain definitions in existence to include modern more current examples.
- Consolidating certain definitions without modifying regulatory requirements.
- Establishing new definitions for certain regulated uses as requested by P&Z, Council, applicants, and Town staff.

The following chart summarizes the proposed amendments.

Regulated Use	Proposal Summary	Regulated Use	Proposal Summary
<i>Accessory Retail and service uses</i>	Minor update to definition	<i>Office, medical and dental extended hours</i>	New proposed regulated use and definition
<i>Alcoholic beverage establishment</i>	New proposed regulated use and definition	<i>Pawn shop</i>	New supplemental definition. See also “Alternative financial establishment”
<i>Alternative financial establishment</i>	New proposed regulated use and definition	<i>Private shop, yard or building</i>	Update to regulated use and creating definition
<i>Amusement and recreation (indoors)</i>	Minor update to establishment examples	<i>Recycling drop-off</i>	Minor update to definition
<i>Animal exhibition</i>	Include “aviary,” as an establishment example	<i>Religious assembly/institution or rectory</i>	Renamed regulated use. See also “Church or rectory”
<i>Birthing center</i>	New supplemental definition. See also “Office, medical and dental extended care”	<i>Restaurant, drive-in</i>	Remove regulated use and definition. See also “Restaurant, fast food”
<i>Boutique vendor market</i>	New proposed regulated use and definition	<i>Restaurant, fast food</i>	Minor update to include “Restaurant, drive-in”

<i>Building materials sales or storage (outdoors)</i>	Minor update to definition	<i>Restaurant, general</i>	Update to definition to be inclusive of all food establishments not including those with drive-throughs
<i>Church or rectory</i>	Rename regulated use to "Religious assembly/institution or rectory"	<i>Retail, general (indoor)</i>	Update to definition to include square footage maximum and include supermarkets as an example
<i>Custom personal service</i>	Minor update to include microblading/makeup tattoo salon	<i>Retail, large tenant</i>	Updates to definition to simplify meaning and examples
<i>Electrical energy generating plant</i>	Minor update to definition to include renewable and nonrenewable energy	<i>Riding arena</i>	New supplementary definition to Home Occupation and accessory structures
<i>Farmers' market</i>	Correction to regulated use's name and update to % food required	<i>Rodeo grounds</i>	New supplementary definition
<i>Food truck court, accessory</i>	New proposed regulated use and definition	<i>Secondhand store</i>	Minor updates to definition
<i>Mailing and shipping service</i>	New proposed regulated use and definition	<i>Supermarket</i>	Remove definition and use. See also "Retail, general (indoor)," and "Retail, large tenant"
<i>Non-traditional smoking related business</i>	New proposed regulated use and definition	<i>Wine and/or beer retail establishment</i>	Minor update to regulated use name and definition to include, "and/or beer"
<i>Office, medical and dental</i>	Minor update to definition to include hours of operation		

3. Undefined and Unlisted Uses

Staff is proposing new language that would codify current practices as to how undefined and unlisted uses are resolved administratively. Staff would follow a four-step process to determine if the use may already be regulated or not. If a use is determined to not be regulated by Chapter 98, a Planned Development application defining and listing the use would be required.

4. Updates to the Schedule of Use Regulations

Staff is proposing amendments to the Schedule of Use Regulations including modifications to existing regulated uses, removing and/or consolidating certain regulated uses, and proposing new regulated uses.

In addition, all identified uses within the Schedule of Use Regulations would now be allowed within a Planned Development district. As Town Council has historically preferred planned developments over straight rezonings, staff wanted to ensure that option was available for any future projects. Similarly, staff is proposing amendments to the Recreational zoning district where certain regulated uses, identified by Council, P&Z, and/or staff, were found to be affiliated with the purpose of the Recreational zoning district.

5. New and Updated Special Use Conditions

The proposed amendments to certain Specific Use Conditions include the following:

- Sec. 98-990 – Recycling drop-off center. The proposed update clarifies how this use may be considered, as well as defines the maximum square footage for the required name and phone number signage.
- Sec. 98-991- Refreshment Stand and Food Truck Court, Accessory. The proposed update includes adding “Food truck court, accessory” to these conditions due to their shared operational functions and necessities.

In addition to these proposed updates, special conditions are being proposed for the following regulated uses:

- Boutique Vendor Market
- Alternative Financial Establishment
- Non-Traditional Smoking Related Business
- Alcoholic Beverage Establishment
- Retail, Large Tenant

6. Minor update to Accessory Building standards

The proposed amendments to Sec. 98-1032 – Accessory Buildings, includes adding “riding arenas” as a type of structure permitted within the SF-E, Single-Family Estate, and A, Agricultural, zoning districts. In addition, staff is proposing to remove certain language pertaining to a Specific Use Permit for riding or rodeo arenas due to this regulation no longer being needed.

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 inquiries about this item.

IV. ATTACHMENTS

1. Draft Redline Ordinance

ARTICLE III. - OFF-STREET PARKING AND LOADING^[2]

Sec. 82-73. - Computing parking and loading requirements.

The number of parking spaces required for a specific development proposal shall be based on the requirements listed in section 82-74, Off-street parking and loading space requirements, and the following provisions:

- (1) *Deviation of required spaces.* The amount of parking can be reduced or increased by 20 percent. Deviations for all uses, excluding "Religious Assembly/Institution or Rectory," in excess of 20 percent must be accompanied by a parking study and approved by the town council. Deviations for "Religious Assembly/Institution or Rectory" increasing required spaces in excess of 30 percent, or reducing required spaces in excess of 20 percent, must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.
- (9) *Square Feet.* For the purposes of Sec. 82-74, square feet includes all interior square footage not expressly intended for other purposes and all exterior square footage considered programmable open space. For the purpose of this provision, programmable open space shall mean areas that may be reconfigured for the occupation and/or use of patrons and/or employees, such as patio seating.

Sec. 82-74. - Off-street parking and loading space requirements.

The following are the off-street parking and loading space requirements:

SCHEDULE OF PARKING AND LOADING REQUIREMENTS

Use Type	Parking
<i>Educational, institutional, and special-civic uses</i>	
Church or rectory Religious Assembly/Institution or Rectory	1 space per 3 seats in main sanctuary
Medical office Office, Medical and Dental	1 space per 250 200 square feet
<i>Retail uses</i>	
Alcoholic Beverage Establishments	5 spaces plus 1 space per 1,000 square feet of production area, and 1 space per 75 square feet of remaining square feet
Restaurant	1 space per 75 square feet (if providing seating)
<i>Personal service uses</i>	
Assembly Hall	1 space per 3 seats

Office, general business and professional	1 space per 300 250 square feet
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Sec. 82-75. - Off-site parking.

Required off-street parking spaces shall be on the same lot as the principal use, provided that all or a portion of the required parking spaces may be located on a separate lot from the lot on which the principal use is located, based on the following provisions:

- (2) ~~Ownership~~*Irrevocable Consent Agreement Form*. For any proposed off-site parking, ~~If a proposed off-site parking area is not under the same ownership as the principal use to which it is accessory, all necessary legal instruments shall an~~ “off-site shared parking irrevocable consent form” provided by the Town, shall be executed and delivered to the Town of Flower Mound to ensure ~~that all the~~ required ~~number of off-street~~ parking spaces shall remain available throughout the life of the principal use(s).

Chapter 98 - ZONING^[1]

ARTICLE I. - IN GENERAL

Sec. 98-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory retail and service uses means retail or service uses, such as pharmacy, newsstand, dining room, barber or beauty shop, located within an office, ~~high-rise~~ apartment or similar building where such retail ~~and/or~~ service use is ~~incidental to the primary use and~~ designed and arranged to serve the ~~customers of the~~ primary use.

Alcoholic beverage establishment means any establishment primarily engaged in the selling and/or processing and production of alcoholic beverages, as defined within the Texas Alcoholic Beverage Code, as amended, to the general public. Such establishments are limited to the functions allowed by their Texas Alcoholic Beverage Commission permit, and the Town's local option status. Examples of uses include brewery, distillery, winery, and wine and/or beer retail establishments.

Alternative financial establishment means an establishment, other than a “Bank or savings and loan,” engaged in loaning money in exchange for personal checks and/or collateral to consumers. Typical uses include, but are not limited to, credit access businesses, check cashing business, payday advance or loan business, money transfer business, pawn shop, or car title loan business.

Amusement and recreation (indoors) means an enterprise wholly enclosed in a building offering entertainment or games of skill to the general public for a fee or charge or to members and guests of a private association. Typical uses include, but are not limited to, dancehalls, theatrical productions, bowling alleys, billiard and pool establishments, ~~boxing gyms~~, electronic video game arcades, skating rinks, ~~and~~ teen clubs, ~~escape rooms~~, ~~laser tag arenas~~, and ~~inflatable bounce house parks~~.

Animal exhibition means a collection of animals for display to the public, ~~including an aviary~~. An animal exhibition shall not include the sale, breeding or butchering of animals. Any animals classified as wild animals, defined in this section, shall be subject to all federal, state and local licensing requirements.

Birth Center means a facility or place where a woman is scheduled to give birth following a normal, uncomplicated (low-risk) pregnancy. This term does not include hospital, ambulatory surgical

center, a nursing home, or the residence of a woman giving birth. Source: Birth Center Licensing Division, Texas Department of Health.

Boutique Vendor Market means an establishment providing facilities for more than one vendor, primarily for the distribution and sale of food and unique nonfood articles, including custom, high quality merchandise, which may be upcycled or repurposed, directly to consumers. Such establishments shall not be deemed to include a secondhand store, or pawn shop.

Building materials sales or storage (outdoors) means an establishment engaged in the retail or wholesale sale of materials used in the construction of buildings or other structures, as well as the storage of construction equipment or materials on lots other than construction sites, wherein any sales, display or storage activity occurs outside of a fully enclosed building. Typical uses include, but are not limited to, lumberyards, brick and masonry supply yards, and swimming pool and spa sales, and construction and trade contractors' storage yards.

~~*Church or rectory* means a use customarily associated with a building where persons regularly assemble for religious worship and which building, together with its accessory building and uses, including the on-site housing of ministers, rabbis, priests, nuns and similar staff personnel, is maintained and controlled by a religious body organized to sustain public worship.~~

Custom personal service means barber shop, beauty shop, tailor, dressmaker, shoe shop, micro-blading/makeup tattoo salon, or similar shop offering custom service.

Electrical energy generating plant means an electrical power generating plant belonging to a privately owned utility company franchised to serve the town or its portion, where energy is generated by either renewable and/or nonrenewable resources.

~~*Farmer's market*~~*Farmer's' market* means a designated location used primarily for the distribution and sale directly to consumers of food by farmers and other producers.

Food truck court, accessory, means onsite accommodations for one (1) Mobile Food Establishment providing food and beverage sales designed and arranged to serve the customers of the primary use.

Mailing and shipping service means an establishment that conducts the retail sale of stationary products, as well as providing packaging, photocopying, printing, and mail services (both U.S. Postal and private postal services). Such establishments do not include freight transportation service, or warehousing and wholesale.

Non-traditional smoking related business means any establishment whose principal business is the offering of a service relating to, or the selling of, or renting of products or devices commonly related with "Smoke, Smokes, Smoking," as defined in Section 18-530 of the Town's Code of Ordinances.

Office, medical ~~or~~ and dental, means an office or group of offices for one or more physicians, surgeons, dentists or other health care professionals to treat sick or injured patients who do not remain overnight and are open between the hours of 7:00 AM and 10 PM.

Office, medical and dental extended care, means a facility or place where inpatient care is provided to individuals without the need for intensive care units or surgeons, and are open between the hours of 10:00 PM and 7:00 AM. This term includes, but is not limited to, birthing centers, urgent care, and dialysis centers.

Pawn shop means an establishment where money is loaned on the security of personal property pledged in the keeping of the persons engaged in the business (pawnbroker), and goods may be purchased by the pawnbroker on condition that the goods may be redeemed or repurchased by the seller for a fixed price within a fixed period (Per Texas Finance Code), and that have been licensed to transact business by the Consumer Credit Consumer under Chapter 371, Finance Code (per Texas Local Government Code). Such establishments may also engage in the retail sale of primarily used merchandise.

Private shop, yard or building means facilities that include offices, maintenance yards, and/or storage needed for development of private construction. Such establishments are not engaged in the direct sale

of materials to consumers and may include, but are not limited to, construction and trade contractors' storage yards and offices.

Recycling drop-off center means a small collection facility where presorted, nonbiodegradable and nonhazardous recyclable materials are ~~purchased or~~ accepted from the public. Typical uses include, but are not limited to, neighborhood recycling stations and thrift or charitable store collection trucks.

Religious assembly/institution or rectory means a use customarily associated with a building where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, including the on-site housing of ministers, rabbis, priests, nuns and similar staff personnel, is maintained and controlled by a religious body organized to sustain public worship.

~~*Restaurant, drive-in*, means an establishment where the principal business is the sale of food and beverages in a ready-to-consume state and that provides service exclusively to customers in motor vehicles.~~

Restaurant, fast food, means an establishment with a drive-through window and/or drive-in service, where the principal business is the sale of food and beverages in a ready-to-consume state. ~~including a drive-through and/or drive-in facility and where the design or method of operation includes any service to a customer in a motor vehicle, other than an establishment classified as a drive-in restaurant.~~ In no scenario shall this definition determine how impact fees are assessed and applied.

Restaurant, general, means an establishment where the principal business is the sale of food and beverages in a ready-to-consume state, and where a drive-through window and/or drive-in service is not provided. In no scenario shall this definition determine how impact fees are assessed and applied. ~~and where the design or principal method of operation includes one or more of the following:~~

~~(1)—A sit-down restaurant where customers, normally provided with an individual menu, are generally served in nondisposable containers by a restaurant employee at the same table or counter at which such items are consumed.~~

~~(2)—A cafeteria or cafeteria type operation where foods and beverages generally are served in nondisposable containers and consumed within the restaurant building.~~

~~(3)—A small specialty restaurant having floor area exclusively within a shopping center, sharing common parking facilities with other businesses within the center, and having access to a common interior pedestrian accessway within the center.~~

~~This use may include takeout service, but includes any service to a customer in a motor vehicle.~~

Retail, general (indoors), means a retail establishment occupying less than 25,000 square feet of floor area that does not fit the definition of any other land use classification and that does not entail any outdoors sales, service, display, storage or other activity. Typical uses include, but are not limited to, supermarkets, apparel and accessory stores, camera and photographic supply stores, clothing rental stores, consumer electronics stores, gift, novelty and souvenir shops, luggage and leather goods stores, jewelry stores, music stores, and ~~video tape~~ rental stores.

~~*Retail, single tenant*~~*Retail, large tenant*, means an establishment primarily occupied by a single tenant retail use that may include secondary accessory uses enclosed in a single building. Primary retail uses may include, but are not limited to, supermarkets, department stores, home improvement centers, discount centers and automotive sales and service. Secondary accessory uses may include, but are not limited to, banks, video rental, restaurant, fast food, garden centers and automotive service uses. means a retail establishment, not otherwise defined, occupying 25,000 square feet or more of floor area in an enclosed building, which may also include accessory retail/service uses. Typical large tenant retail uses include, but are not limited to, supermarkets, department stores, home improvement centers, and discount centers.

Riding arena means an accessory structure located on a residentially-zoned property containing an arena or track designed and used exclusively for the riding, exercising, or training of livestock, as defined by Section 6-1 of the Town of Flower Mound Code of Ordinances. Riding arenas used for business purposes shall be subject to comply with Section 98-984 – Home Occupation, and shall not be used for events open to the general public.

Rodeo grounds means a commercial structure, open to the public, containing an arena or track designed and used for the riding, training, or showing of livestock, as defined by Section 6-1 of the Town of Flower Mound Code of Ordinances.

Secondhand store means an establishment primarily engaged in the retail sale of previously owned merchandise. Any outdoor collection shall be considered a "Recycling drop-off Center," and shall comply with all applicable standards. ~~Typical uses include, but are not limited to, consignment shops and pawnshops.~~

~~*Supermarket* means a retail establishment with 6,000 square feet of floor area or more primarily offering for sale meats, fruits, vegetables, bakery products, dairy products, personal care items, cleaning products and similar household items for off-premise consumption.~~

Wine and/or beer retail establishment means any establishment which derives the majority of its gross revenue from the sale of wine ~~and/or beer~~ to the general public for off-premises personal or household consumption and rendering services incidental to the sale of such goods.

Cross reference— Definitions generally, § 1-2.

Secs. 98-3. — Undefined and Unlisted Uses

Undefined and unlisted uses. The definition of any word or phrase not listed in this code that is in question shall be defined by the development review committee from one of the following sources. Priority shall be given to sources based on their numeric order. If the undefined term is a proposed use, it shall only be permitted through approval of a Planned Development district that specifically defines and allows the proposed use in the designated location.

- (1) Any Town resolution, ordinance, code or regulation;
- (2) Any statute or regulation of the state of Texas;
- (3) Legal definitions from Texas common law or a law dictionary;
- (4) A common dictionary.

Sec. 98-4 – 98-30. - Reserved.

DIVISION 3. - A, AGRICULTURAL DISTRICT, CONSERVATION DISTRICT, AND RURAL DEVELOPMENT³¹

Sec. 98-272. - Permitted uses.

The following uses shall be permitted in the A agricultural district, subject to compliance with any applicable conditions and all other provisions of this chapter:

- ~~Carnival or circus, temporary, subject to section 98-976~~
- ~~Church or rectory~~
- Field office, temporary
- Food truck court, accessory, subject to section 98-991
- ~~Off-street parking, accessory~~
- Religious Assembly/Institution or Rectory
- Sales trailer, temporary, subject to section 98-993
- Solar Panel Systems, subject to section 98-1002

Sec. 98-273. - Specific uses.

The following uses shall be permitted in the A agricultural district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186 of this Code, specific use permits:

~~Aviary~~

~~Boutique Vendor Market, Outdoor, subject to section 98-1006~~

~~Kennel (in enclosed building only)~~

~~Kennel (with outside runs or pens)~~

~~Mortuary or funeral home~~

~~Private utility shop, yard or building~~ Private shop, yard or building

~~Veterinary hospital (inside pens)~~

Sec. 98-274. - Temporary uses.

The following uses shall be permitted in the A agricultural district only upon approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of this Code, temporary use permits:

~~Asphalt/concrete batch plant, temporary, subject to section 98-976~~

~~Carnival or circus, temporary, subject to section 98-976~~

~~Field office, temporary~~

~~Government office/classroom, temporary, subject to section 98-1005~~

~~Sales, temporary or seasonal, subject to section 98-992~~

~~Sales trailer, temporary, subject to section 98-993~~

~~Temporary special event, subject to section 98-976~~

Sec. 98-275. - Maximum dimensions.

- (a) *Maximum lot coverage.* The maximum lot coverage in the A agricultural district shall be 25 percent for all uses, subject to section 98-1029.
- (b) *Maximum floor area ratio.* There shall be no maximum floor area requirement in the A agricultural district.
- (c) *Maximum height.* The maximum height of the buildings and the structures in the A agricultural district shall be three stories or 35 feet for all uses, subject to section 98-1031.

~~Sec. 98-275. - Temporary uses.~~

~~The following uses shall be permitted in the A agricultural district only upon approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of this Code, temporary use permits:~~

~~Asphalt/concrete batch plant, temporary, subject to section 98-976~~

~~Carnival or circus, temporary, subject to section 98-976~~

~~Field office, temporary~~

~~Government office/classroom, temporary~~

~~Sales, temporary or seasonal, subject to section 98-992~~

~~Sales trailer, temporary, subject to section 98-993~~

~~Temporary special event, subject to section 98-976~~

~~(Code 1989, ch. 12, § 3.08(a); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 76-03, § 3, 11-3-2003; Ord. No. 08-20, § 5, 4-20-2020)~~

Secs. 98-279—98-300. - Reserved.

DIVISION 4. - SF-E, SINGLE-FAMILY ESTATE DISTRICT AND CONSERVATION DEVELOPMENT

Sec. 98-302. - Permitted uses.

The following uses shall be permitted in the SF-E, single-family estate district, subject to compliance with any applicable conditions and all other provisions of this chapter.

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Solar panel systems, subject to section 98-1002

Sec. 98-303. - Specific uses.

The following uses shall be permitted in the SF-E, single-family estate district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits.

~~Nursing or congregate care facility~~

Sec. 98-304. - Temporary uses.

The following uses shall be permitted in the SF-E, Single-family Estate District only upon approval of a temporary use permit in accordance with the procedures and standards of Section 6.14, Temporary use permits.

Government office/classroom, temporary, subject to section 98-1005

DIVISION 5. - SF-30 SINGLE-FAMILY DISTRICT-30

Sec. 98-332. - Permitted uses.

The following uses shall be permitted in the SF-30 single-family district-30, subject to compliance with any applicable conditions and all other provisions of this chapter.

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Solar panel systems, subject to section 98-1002

Sec. 98-334. - Temporary uses.

The following uses shall be permitted in the SF-30 single-family district-30 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 6. - SF-15 SINGLE-FAMILY DISTRICT-15

Sec. 98-362. - Permitted uses.

The following uses shall be permitted in the SF-15 single-family district-15, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Solar panel systems, subject to section 98-1002

Sec. 98-364. - Temporary uses.

The following uses shall be permitted in the SF-15 single-family district-15 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 7. - SF-10 SINGLE-FAMILY DISTRICT-10

Sec. 98-392. - Permitted uses.

The following uses shall be permitted in the SF-10 single-family district-10, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Solar panel systems, subject to section 98-1002

Sec. 98-394. - Temporary uses.

The following uses shall be permitted in the SF-10 single-family district-10 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 8. - SF-A SINGLE-FAMILY ATTACHED DISTRICT

Sec. 98-422. - Permitted uses.

The following uses shall be permitted in the SF-A single-family attached district, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Solar panel systems, subject to section 98-1002

Sec. 98-424. - Temporary uses.

The following uses shall be permitted in the SF-A single-family attached district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, **subject to section 98-1005**

DIVISION 8A. - SF-5 SINGLE FAMILY RESIDENTIAL DISTRICT

Sec. 98-432. - Permitted uses.

The following uses shall be permitted in the SF-5 single family residential district, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Solar panel systems, **subject to section 98-1002**

Sec. 98-433. - Specific uses.

The following uses shall be permitted in the SF-5 single family residential district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

~~Hospital~~

DIVISION 9. - 2F DUPLEX DISTRICT

Sec. 98-452. - Permitted uses.

The following uses shall be permitted in the 2F duplex district, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Sec. 98-454. - Temporary uses.

The following uses shall be permitted in the 2F duplex district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, **subject to section 98-1005**

DIVISION 10. - MF MULTIFAMILY DISTRICT

Sec. 98-482. - Permitted uses.

The following uses shall be permitted in the MF multifamily district, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Sec. 98-484. - Temporary uses.

The following uses shall be permitted in the MF multifamily district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, ~~subject to section 98-1005~~

DIVISION 11. - MH MOBILE HOME DISTRICT

Sec. 98-512. - Permitted uses.

The following uses shall be permitted in the MH mobile home district, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Sec. 98-514. - Temporary uses.

The following uses shall be permitted in the MH mobile home district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, ~~subject to section 98-1005~~

DIVISION 12. - O OFFICE DISTRICT¹⁴¹

Sec. 98-542. - Permitted uses.

The following uses shall be permitted in the O office district, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Church or rectory~~

~~Off-street parking, accessory~~

Mailing and shipping service

Religious Assembly/Institution or Rectory

Sec. 98-543. - Specific uses.

The following uses shall be permitted in the O office district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

~~Cleaning shop or laundry pickup station~~

Extended stay hotel, ~~subject to section 98-1004~~

Hotel or motel, ~~subject to section 98-1003~~

~~Lithographic or print shop~~

Office, medical and dental extended care

~~Recreation Center~~

Veterinary hospital (inside pens), ~~subject to section 98-998~~

Sec. 98-544. - Temporary uses.

The following uses shall be permitted in the O office district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 13. - R-1 RETAIL DISTRICT-1^[6]

Sec. 98-572. - Permitted uses.

The following uses shall be permitted in the R-1 retail district-1, subject to compliance with any applicable conditions and all other provisions of this chapter:

Alcoholic beverage establishment, subject to section 98-1009

Boutique vendor market, indoor, subject to section 98-1006

~~Church or rectory~~

~~Cleaning shop or laundry pickup station~~

~~Off-street parking, accessory~~

Mailing and shipping service

Religious Assembly/Institution or Rectory

Retail, general (indoors)

~~Retail, single tenant (less than 25,000 square feet)~~

Retail, large tenant (at least between 25,000 and 49,999 square feet), subject to section 98-1010

Sec. 98-573. - Specific uses.

The following uses shall be permitted in the R-1 retail district-1 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

Alcoholic beverage establishment, subject to section 98-1009

Amusement and recreation (indoors), subject to section 98-973

Boutique vendor market, outdoor, subject to section 98-1006

Food truck court, accessory, subject to section 98-991

Hospital

~~Laboratory, medical or dental~~

Office, medical and dental

Office, medical and dental extended care

~~Recreation Center~~

~~Retail general (indoors)~~

Restaurant, fast food

~~Retail, single tenant~~ Retail, large tenant (at least between 25,000 square feet but less than and 50,000 49,999 square feet), subject to section 98-1010

Secondhand store

Veterinary hospital (inside pens), subject to section 98-998

Sec. 98-574. - Temporary uses.

The following uses shall be permitted in the R-1 retail district-1 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, ~~subject to section 98-1005~~

DIVISION 14. - R-2 RETAIL DISTRICT-2^[6]

Sec. 98-602. - Permitted uses.

The following uses shall be permitted in the R-2 retail district-2, subject to compliance with any applicable conditions and all other provisions of this chapter:

~~Alcoholic beverage establishment, subject to section 98-1009~~

~~Church or rectory~~

~~Cleaning shop or laundry pickup station~~

Food truck court, accessory, subject to section 98-991

Mailing and shipping service

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

~~Retail, single tenant (less than 25,000 square feet)~~

~~Retail, large tenant (between at least 25,000 and 49,999 square feet), subject to section 98-1010~~

~~Retail, large tenant (at least between 50,000 and 74,999 square feet), subject to section 98-1010~~

Secondhand store

~~Supermarket~~

Sec. 98-603. - Specific uses.

The following uses shall be permitted in the R-2 retail district-2 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

~~Alcoholic beverage establishment, subject to section 98-1009~~

Boutique vendor market, outdoor, subject to section 98-1006

~~Kenel, subject to 98-986~~

~~Lithographic or print shop~~

Office, medical and dental extended care

~~Recreation Center~~

~~Retail, single tenant~~ Retail, large tenant (at least between 25,000 square feet but less than and 50,000 49,999 square feet), subject to section 98-1010

~~Retail, single tenant~~ Retail, large tenant (at least between 50,000 square feet but less than and 75,000 74,999 square feet), subject to section 98-1010

~~Veterinary hospital (inside pens)~~

Sec. 98-604. - Temporary uses.

The following uses shall be permitted in the R-2 retail district-2 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 15. - C-1 COMMERCIAL DISTRICT-1¹⁷

Sec. 98-632. - Permitted uses.

The following uses shall be permitted in the C-1 commercial district-1, subject to compliance with any applicable conditions and all other provisions of this chapter:

Alcoholic beverage establishment, subject to section 98-100

~~Auto leasing or rental~~

Boutique vendor market, indoor, subject to section 98-1006

~~Church or rectory~~

Kennel (in enclosed building only), subject to section 98-986

~~Kennel (in enclosed building only)~~

Mailing and shipping service

~~Off-street parking, accessory~~

Office, medical and dental extended care

Religious Assembly/Institution or Rectory

~~Retail, single tenant (less than 25,000 square feet)~~

~~Retail, single tenant~~Retail, large tenant (betweenat least 25,000 square feet but less thanand 50,00049,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at leastbetween 50,000 square feet but less thanand 75,0004,999 square feet), subject to section 98-1010

Retail, large tenant (at leastbetween 75,000 and 99,999 square feet), subject to section 98-1010

Secondhand store

Supermarket

~~Veterinary hospital (inside pens)~~

Sec. 98-633. - Specific uses.

The following uses shall be permitted in the C-1 commercial district-1 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

Alcoholic beverage establishments, subject to section 98-1009

Auto leasing or rental

Boutique vendor market, outdoor, subject to section 98-1006

Non-traditional smoking related business, subject to section 98-1008

~~Recycling dropoff~~Recycling drop-off center, subject to section 98-990

~~Restaurant, drive-in~~

~~Retail, single tenant~~Retail, large tenant (betweenat least 75,000 square feet but less than and 100,00099,999 square feet), subject to section 98-1010

Sec. 98-634. - Temporary uses.

The following uses shall be permitted in the C-1 commercial district-1 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 16. - C-2 COMMERCIAL DISTRICT-2^(B)

Sec. 98-662. - Permitted uses.

The following uses shall be permitted in the C-2 commercial district-2, subject to compliance with any applicable conditions and all other provisions of this chapter:

Alcoholic beverage establishment, subject to section 98-1009

Boutique vendor market, indoor, subject to section 98-1006

Boutique vendor market, out-door, subject to section 98-1006

~~Church or rectory~~

~~Cleaning shop or laundry pickup station~~

Food truck court, accessory, subject to section 98-991

Hotel or motel, subject to section 98-1003

~~Kennel, subject to section 98-986~~

Kennel (in enclosed building only), subject to section 98-986

Mailing and shipping service

~~Off-street parking, accessory~~

Office, medical and dental extended care

~~Parking lot or structure, commercial~~

Religious Assembly/Institution or Rectory

~~Retail, single tenant (less than 25,000 square feet)~~

~~Retail, single tenant~~Retail, large tenant (at leastbetween 25,000 square feet but less than and 50,00049,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at leastbetween 50,000 square feet but less than and 75,0004,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at leastbetween 75,000 square feet but less than and 10099,000-999 square feet), subject to section 98-1010

Retail, large tenant (100,000 square feet or more), subject to section 98-1010

~~Supermarket~~

~~Veterinary hospital (inside pens)~~

Sec. 98-663. - Specific uses.

The following uses shall be permitted in the C-2 commercial district-2 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

- Alcoholic beverage establishment, subject to section 98-1009
- Animal control facility
- ~~Caretaker or guard residence (mobile home), subject to section 98-975~~
- Extended stay hotel, subject to section 98-1004
- Non-traditional smoking related business, subject to section 98-1008
- ~~Recycling drop-off~~ Recycling drop-off center, subject to section 98-990
- Restaurant drive-in
- ~~Retail, single tenant~~ Retail, large tenant (1000,000 square feet or more), subject to section 98-1010

Sec. 98-664. - Temporary uses.

The following uses shall be permitted in the C-2 commercial district-2 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

- Government office/classroom, temporary, subject to section 98-1005

DIVISION 17. - I-1 INDUSTRIAL DISTRICT-1¹⁹¹

Sec. 98-692. - Permitted uses.

The following uses shall be permitted in the I-1 industrial district-1, subject to compliance with any applicable conditions and all other provisions of this chapter:

- Accessory retail/service uses
- Alternative financial establishment, subject to section 98-1007
- Auto parts and accessory sales (outdoor display)
- ~~Auto parts and sales (outdoor display)~~
- ~~Church or rectory~~
- Hotel or motel, subject to section 98-1003
- Kennel (in enclosed building only), subject to section 98-986
- ~~Kennel, subject to section 98-986~~
- Kennel (with outside runs or pens), subject to section 98-986
- Mailing and shipping service
- ~~Off street parking, accessory~~
- ~~Parking lot or structure, commercial~~
- Religious Assembly/Institution or Rectory
- ~~Restaurant, drive-in~~
- ~~Retail, single tenant (less than 25,000 square feet)~~
- ~~Retail, single tenant~~ Retail, large tenant (at least between 25,000 square feet but less than and 50,000 49,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at least between 50,000 square feet but less than and 75,000 4,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at least between 75,000 square feet but less than and 100,000 99,999 square feet), subject to section 98-1010

Retail, large tenant (100,000 square feet or more), subject to section 98-1010

~~Supermarket~~

Veterinary hospital (inside pens), subject to section 98-998

Sec. 98-693. - Specific uses.

The following uses shall be permitted in the I-1 industrial district-1 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

Alcoholic beverage establishment, subject to section 98-1009

Boutique vendor market, indoor, subject to section 98-1006

~~Caretaker or guard residence (mobile home), subject to section 98-975~~

Extended stay hotel, subject to section 98-1004

Food truck court, accessory, subject to section 98-991

~~Private utility shop, yard or building~~Private shop, yard or building

~~Recycling dropoff~~Recycling drop-off center, subject to section 98-990

~~Retail, single tenant~~Retail, large tenant (100,000 square feet or more), subject to section 98-1010

Sec. 98-694. - Temporary uses.

The following uses shall be permitted in the I-1 industrial district-1 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 18. - I-2 INDUSTRIAL DISTRICT-2^[10]

Sec. 98-722. - Permitted uses.

The following uses shall be permitted in the I-2 industrial district-2, subject to compliance with any applicable conditions and all other provisions of this chapter:

Accessory retail/service uses

~~Church or rectory~~

Hotel or motel, subject to section 98-1003

Kennel (in enclosed building only), subject to section 98-986

~~Kennel, subject to section 98-986~~

Kennel (with outside runs or pens), subject to section 98-986

Mailing and shipping service

~~Off-street parking, accessory~~

~~Parking lot or structure, commercial~~

~~Private utility shop, yard or building~~Private shop, yard or building

Religious Assembly/Institution or Rectory

~~Retail, single tenant (less than 25,000 square feet)~~

~~Retail, single tenant~~Retail, large tenant (at least between 25,000 square feet but less than and 50,000 49,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (between at least 50,000 square feet but less than and 75,000 4,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at least between 75,000 square feet but less than and 100,000 99,999 square feet), subject to section 98-1010

Retail, large tenant (100,000 square feet or more), subject to section 98-1010

~~Restaurant, general~~

~~Supermarket~~

Veterinary hospital (inside pens), subject to section 98-998

Sec. 98-723. - Specific uses.

The following uses shall be permitted in the I-2 industrial district-2 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

Alcoholic beverage establishment, subject to section 98-1009

Boutique vendor market, indoor, subject to section 98-1006

~~Caretaker or guard residence (mobile home), subject to section 98-975~~

Extended stay hotel, subject to section 98-1004

Food truck court, accessory subject to section 98-991

~~Recycling drop-off~~Recycling drop-off center, subject to section 98-990

Retail, general (outdoors)

~~Retail, single tenant~~Retail, large tenant (100,000 square feet or more), subject to section 98-1010

Sec. 98-724. - Temporary uses.

The following uses shall be permitted in the I-2 industrial district-2 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 19. - WR WATER RECREATION DISTRICT^[11]

Sec. 98-752. - Permitted uses.

The following uses shall be permitted in the WR water recreation district, subject to compliance with any applicable conditions and all other provisions of this chapter:

Amusement and recreation (indoors), subject to section 98-973

Amusement and recreation (outdoors)

~~Church or rectory~~

Hotel or motel, subject to section 98-1003

~~Off-street parking, accessory~~

Religious Assembly/Institution or Rectory

Solar panel systems, subject to section 98-1002

Sec. 98-753. - Specific uses.

The following uses shall be permitted in the WR water recreation district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

~~Amusement and recreation (indoors), subject to section 98-973~~

Extended stay hotel, subject to section 98-1004

~~Supermarket~~

Sec. 98-754. - Temporary uses.

The following uses shall be permitted in the WR water recreation district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 20. - REC RECREATIONAL DISTRICT^[12]

Sec. 98-782. - Permitted uses.

The following uses shall be permitted in the REC recreational district, subject to compliance with any applicable conditions and all other provisions of this chapter:

Amusement and recreation (indoors), subject to section 98-973

Amusement and recreation (outdoors)

Boutique vendor market, indoor, subject to section 98-1006

Boutique vendor market, outdoor, subject to section 98-1006

Day camp for children

Dude ranch

Farmers' market, subject to section 98-980

Fire station

Food truck court, accessory, subject to section 98-991

~~Off-street parking, accessory~~

~~Private utility shop, yard or building~~

Railroad track

Swimming pool, commercial

Telephone equipment station

Sec. 98-783. - Specific uses.

The following uses shall be permitted in the REC recreational district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

~~Amusement and recreation (indoors), subject to section 98-973~~

~~Amusement and recreation (outdoors)~~

~~Dude ranch~~

Extended stay hotel, subject to section 98-1004

Hotel or motel, subject to section 98-1003

Private franchise utility (not listed)

~~Recreation Center~~

Sec. 98-784. - Temporary uses.

The following uses shall be permitted in the REC recreational district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 22. - CC CAMPUS COMMERCIAL DISTRICT^[14]

Sec. 98-842. - Permitted uses.

The following uses shall be permitted in the CC campus commercial district, subject to compliance with any applicable conditions and all other provisions of this chapter:

Alcoholic beverage establishment, subject to section 98-1009

Food truck court, accessory, subject to section 98-991

Hotel or motel, subject to section 98-1003

Mailing and shipping service

~~Off-street parking, accessory~~

Office, medical and dental extended care

~~Retail, single tenant (less than 25,000 square feet)~~

Retail, large tenant (at least between 25,000 and 49,999 square feet), subject to section 98-1010

Retail, large tenant (at least between 50,000 and 74,999 square feet), subject to section 98-1010

Retail, large tenant (at least between 75,000 and 99,999 square feet), subject to section 98-1010

Retail, large tenant (100,000 square feet or more), subject to section 98-1010

Sec. 98-843. - Specific uses.

The following uses shall be permitted in the CC campus commercial district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

Alcoholic beverage establishment, subject to section 98-1009

Boutique vendor market, indoor, subject to section 98-1006

Boutique vendor market, outdoor, subject to section 98-1006

Extended stay hotel, subject to section 98-1004

~~Recycling drop-off~~ Recycling drop-off center, subject to section 98-990

Restaurant, fast food

~~Retail, single tenant~~ Retail, large tenant (at least between 25,000 square feet, but less than and 50,000 49,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at least between 50,000 square feet, but less than and 75,0004,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at least between 75,000 square feet, but less than and 100,00099,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (100,000 square feet or more), subject to section 98-1010

Secondhand store

Sec. 98-844. - Temporary uses.

The following uses shall be permitted in the CC campus commercial district only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 23. - CI CAMPUS INDUSTRIAL DISTRICT^[15]

Sec. 98-872. - Permitted uses.

The following uses shall be permitted in the CI campus industrial district, subject to compliance with any applicable conditions and all other provisions of this chapter:

Accessory retail/service uses

Hotel or motel, subject to section 98-100

Mailing and shipping service

~~Off-street parking, accessory~~

Office, medical and dental extended care

~~Recreation Center~~

~~Retail, single tenant (less than 25,000 square feet)~~

~~Retail, single tenant~~Retail, large tenant (at least between 25,000 square feet but less than and 50,00049,999 square feet), subject to section 98-1010

~~Retail, single tenant~~Retail, large tenant (at least between 50,000 square feet but less than and 75,0004,999 square feet), subject to section 98-1010

Retail, large tenant (at least between 75,000 and 99,999 square feet), subject to section 98-1010

Retail, large tenant (100,000 square feet or more), subject to section 98-1010

Sec. 98-873. - Specific uses.

The following uses shall be permitted in the CI campus industrial district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

Alcoholic beverage establishment, subject to section 98-1009

Boutique vendor market, indoor, subject to section 98-1006

Extended stay hotel, subject to section 98-1004

Private ~~utility~~ shop, yard or building

Recycling drop-off center, subject to section 98-990

~~Retail, single tenant~~Retail, large tenant (at least between 75,000 square feet, but less than and 100,00099,999 square feet), subject to section 98-1010

~~Retail, single tenant~~ Retail, large tenant (over 100,000 square feet or more), subject to section 98-1010

Sec. 98-874. - Temporary uses.

The following uses shall be permitted in the CI campus industrial district only upon approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of this Code, temporary use permits:

Government office/classroom, temporary, subject to section 98-1005

DIVISION 2. - USES

Subdivision II. - Regulations

Sec. 98-952. - Use classification.

- (c) *Schedule of use regulations.* The following use regulations schedule summarizes the use regulations of the districts. In the event of any conflict between the use regulations schedule and the text of the zoning district regulations, the text shall control. Uses that were established prior to the adoption of this chapter or its predecessors, but that are now inconsistent with the requirements of this chapter, shall be permitted if such uses meet the requirements of article V, chapter 78 of this Code, nonconformities, for a valid nonconforming use. The use regulations schedule shall be interpreted as follows:

- (6) *Circumstantial Specific Uses.* Uses identified in a particular district column with a "P/S" shall require a Specific Use Permit in accordance with the procedures and standards of the relevant section from Subdivision III. – Special Use Conditions.

SCHEDULE OF USE REGULATIONS

Use Type/Section	98-271	98-301	98-431	98-331	98-361	98-391	98-421	98-451	98-481	98-511	98-541	98-571	98-601	98-631	98-661	98-841	98-871	98-691	98-721	98-751	98-781	98-811	98-890
Residential Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Dwelling, mobile home (98-987)										P												P	*
Mobile home park (98-987)										P												P	*
Small wind energy system (lots 5 acres or more) (98-1001)	P																					P	*
Small wind energy System (lots less than 5 acres) (98-1001)	S																					S	*
Solar panel systems (98-1002)	P	P	P	P	P	P	P													P		P	*

Accessory and Temporary Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Accessory retail/service uses											P	P	P	P	P	P	P	P	P			P	*
Animal exhibition	S																					S	*
Aviary	S																						*
Building material yard and construction office											T	T	T	T	T	T	T	T	T			T	*
Caretaker or guard residence (mobile home) (98-975)															S			S	S				*
Food truck court, accessory (98-991)	P										S	S	P	P	P	P	S	S	S		P	P	*
Government office/classroom, temporary (98-1005)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	*
Off-street parking, accessory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*
Recreation Center											S	S	S				P				P	P	*
Educational, Institutional and Civic Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Animal control facility	S												S	P	P			P				P	*
Church or rectory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P		P	*
College university	P	S	PS	S	S	S	S	S	S	S	P			P	P	P	P	P	P			P	*
Fire station	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*
Hospital	S	S		S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	*
Nursing or congregate care facility	S	S							S		S			S	S			S		P		P	*
Office, medical and dental											P	P	P	P	P	P						P	*
Office, medical and dental extended care											S	S	S	P	P	P	P					P	*

Religious assembly/institution or rectory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P		P	*
Utility and Public Services Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Private franchise utility (not listed)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	*
Private utility shop, yard or building Private shop, yard or building	S																S	S	P		P	P	*
Telephone equipment station	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*
Transportation-Related Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	*
Railroad Track	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*
Retail Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	*
Alcoholic beverage establishment (98-1009)												P/S	P/S	P/S	P/S	P/S	S	S	S			P/S	*
Boutique vendor market, indoor (98-1006)												P	P	P	P	S	S	S	S		P	P	*
Boutique vendor market, outdoor (98-1006)	S											S	S	S	P	S					P	P	*
Convenience store with beer/wine sales																							*
Farmer's market Farmers' market (98-980)	S																				P	P	*
Fruit and vegetable stand (98-981)	P																					P	*
Non-traditional smoking related business (98-1008)														S	S							P	*
Private club (98-989)																							*
Restaurant, drive-in														S	S			P					*

Extended stay hotel (98-1004)											S					S	S	S	S	S	S	S	P	*
Hotel or motel (98-1003)											S					P	P	P	P	P	P	S	P	*
Mailing and shipping service											P	P	P	P	P	P	P	P	P				P	*
Office, medical and dental											P	P	P	P	P	P							P	*
Sexually oriented business (98-994)																		S	S				S	*
Studio, television or radio											S			S	S	P	P	S	S				S	*
Veterinary hospital (inside pens) (98-998)	S										S	S	S	P	P			P	P				P	*
Veterinary hospital (outside pens) (98-999)	S																	P	P				P	*
Wine retail establishment																							S	*
Recreational and Entertainment Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D	
Amusement and recreation (indoors) (98-973)	S										S	S	S	S	P	P	P	P		SP	SP	P	*	
Amusement and recreation (outdoors)	S													S	P	S	P	P		P	PS	P	*	
Day camp for children	P	S												S	S			S	S	P	P	P	*	
Drag strip or commercial racing																			S				S	*
Dude ranch	S																				SP	P	*	
Rodeo grounds	S																	S	S		S	S	*	
Shooting range, commercial																			S		S	S	*	
Swimming pool, commercial	S										P			P	P	P	P	P		S	P	P	*	

Theater, drive-in																		S	P		S	S	*
Automobile and Related Service Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Auto leasing or rental														PS	P				P			P	*
Auto painting or body shop																		P	P			P	*
Auto parts and accessory sales (outdoor display)																		P				P	*
Auto storage or auction																		P	P			P	*
Tire retreading or capping																		S	P			P	*
Wrecking or salvage yard																			S			S	*
Heavy Commercial Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Building material sales or storage (outdoors)																		S	P			S	*
Laboratory, manufacturing																		S	S			S	*
Miniwarehouse														S	S			S	P			P	*
Repair services, general																	S	S	P			S	*
Industrial Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Asphalt/concrete batching plant (permanent)																			S			S	*
Manufacturing, hazardous/objection able																			S			S	*
Agriculture and Extractive Uses	A	SF E	SF -5	SF3 0	SF1 5	SF1 0	SF A	2F	MF	M H	O	R1	R2	C1	C2	CC	CI	I1	I2	W R	RE C	PD	CB D
Livestock auction or feed lot	S																		S			S	*

Mining and quarrying	S																	S			S	*
Petroleum storage/collection facilities	S																	S		S	S	*

Sec. 98-980. - ~~Farmer's market~~ Farmers' market.

- (a) All ~~farmer's market~~ Farmers' markets shall be located in covered spaces providing shelter for vendors and customers and shall provide for adequate off-street parking. No more than ~~4920~~ percent of the display area shall be devoted to the sale of nonfood articles. All vendors shall abide by the provisions of applicable town ordinances and regulations and applicable state laws and regulations related to ~~farmer's market~~ Farmers' markets, including Texas Administrative Code, Title 25, Chapter 229, Subchapter FF.
- (b) A ~~farmer's market~~ Farmers' market may be permitted by the town to operate on any property owned by the town notwithstanding the district regulations applicable to said property.

Cross reference— Businesses, ch. 18.

Sec. 98-990. - Recycling drop-off center.

A recycling drop-off center ~~may~~ shall be permitted as an accessory use, ~~as allowed by Sec. 98-952(c) in shopping center parking lots or other appropriate places~~, subject to section 82-272 outdoor storage areas and the following conditions:

- (1) The use shall not occupy more than 500 square feet and shall not occupy any parking area required for the primary use.
- (2) The use shall employ no mechanical sorting or processing equipment.
- (3) The use shall be maintained free of litter, debris and residue on a daily basis.
- (4) Containers shall be durable and covered.
- (5) The name and phone number of a responsible party shall be clearly posted ~~on the collection bin on a sign no greater than 10 square feet in size~~.

Sec. 98-991. - Refreshment stand ~~or Food Truck Court, Accessory~~.

(a) *Generally.*

- (1) It shall be the responsibility of the applicant to comply with all provisions of this section.
- (2) All other applicable permits must be obtained.
- (3) Additional parking may be required as determined by the development review committee.
- (4) A refreshment stand or food truck court, accessory, and all appurtenances thereto, shall comply with all applicable requirements of the district in which it is located. Such facility shall not be required, however, to meet the landscaping, exterior masonry or underground utility requirements of the applicable zoning district.
- (5) A refreshment stand or food truck court, accessory, 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.
- (6) A refreshment stand or food truck court, accessory, 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.

- (7) A site plan shall be submitted providing a well delineated "safety" area to keep vehicles from entry into the stand and table area; such site plan shall be reviewed and approved by the building official and the fire marshal.
- (8) A refreshment stand or food truck court, accessory, shall be located on an approved surface of either asphalt or concrete.
- (9) A refreshment stand or food truck court, accessory, shall meet all health requirements promulgated by the state department of health and set forth in article III of chapter 18 of this Code.

(b) *Refreshment stand.*

- (1) A temporary use permit for a refreshment stand may be issued by the building official, subject to compliance with ~~the following~~ conditions related to refreshment stands.
- (2) A portable building may be used on a temporary basis as a refreshment stand for a period not to exceed six months on the same lot or parcel within any consecutive 12-month period, measured from the date of the issuance of the temporary permit.
- (3) A deposit in a sum listed in appendix A of this Code shall be required at the time the temporary permit for the refreshment stand is obtained to ensure the removal of the stand if the use is discontinued and the stand is not removed from the site within ten days of the expiration or abandonment of the permit. Such deposit will be refunded once the stand has been removed, and all other requirements have been met.

~~(1)–~~

- ~~(1) A portable building may be used on a temporary basis as a refreshment stand for a period not to exceed six months on the same lot or parcel within any consecutive 12-month period, measured from the date of the issuance of the temporary permit.~~

~~(1) It shall be the responsibility of the applicant to comply with all provisions of this section.~~

- ~~(2) A deposit in a sum listed in appendix A of this Code shall be required at the time the temporary permit for the refreshment stand is obtained to ensure the removal of the stand if the use is discontinued and the stand is not removed from the site within ten days of the expiration or abandonment of the permit. Such deposit will be refunded once the stand has been removed, and all other requirements have been met.~~

~~(3) All other applicable permits must be obtained.~~

- ~~(4) A refreshment stand and all appurtenances thereto, shall comply with all applicable requirements of the district in which it is located. Such facility shall not be required, however, to meet the landscaping, exterior masonry or underground utility requirements of the applicable zoning district.~~

~~(5) A refreshment stand 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.~~

- ~~(6) A refreshment stand in a portable building 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.~~

~~(7) A site plan shall be submitted providing a well delineated "safety" area to keep vehicles from entry into the stand and table area; such site plan shall be reviewed and approved by the building official and the fire marshal.~~

~~(8) A refreshment stand shall be located on an approved surface of either asphalt or concrete.~~

~~(9) A refreshment stand shall meet all health requirements promulgated by the state department of health and set forth in article III of chapter 18 of this Code.~~

Sec. 98-1006. – Boutique Vendor Market

- (1) It shall be the responsibility of the applicant to comply with all provisions of this section.
- (2) Land uses not permitted within the base zoning district or planned development may not operate as a vendor within the market.
- (3) All outdoor boutique vendor markets shall provide a permanent covered structure for seventy (70) percent of the maximum number of vendors to be expected.
- (4) All other applicable permits must be obtained.

Sec. 98-1007. – Alternative Financial Establishment

- (1) Alternative Financial Establishments meeting the definition of a “Credit Access Business,” as defined by the V.T.C.A., Finance Code § 393.601, shall be required to meet Chapter 18, Article XI – Credit Access Business of the Town of Flower Mound Code of Ordinances, as amended.

98-1008. – Non-Traditional Smoking Related Business

The sale of devices commonly related with “Smoke, Smokes, Smoking,” as defined in Section 18-530 of the Town’s Code of Ordinances, within 300 feet of a public school is hereby prohibited. The measurement of distance between the place of business where such devices are sold and the public school shall be:

- (1) In a direct line from the property line of the public school to the property line of the place of business, and in a direct line across intersections; or
- (2) If the place of business is located on or above the fifth story of a multistory building, in a direct line from the property line of the public school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which such devices are sold from.

98-1009. - Alcoholic Beverage Establishment

- (1) If such establishment includes a production area occupying more than 6,000 square feet for the processing and production of beverages, including canning, bottling and packaging for sale and/or distribution to retailers, drinking establishments, restaurants, or wholesalers, a Specific Use Permit shall be required as noted in Sec. 98-952(c).

98-1010. - Retail, Large Tenant

- (1) A Specific Use Permit shall be required, as noted in Sec. 98-952(c), for new construction.
- (2) A Specific Use Permit shall be required, as noted in Sec. 98-952(c), for remodeling and/or expanding a tenant space where the total square footage established would require a Specific Use Permit as new construction.-

Secs. 98-1011~~06~~—98-1020. - Reserved.

Sec. 98-1032. - Accessory buildings.

- (a) *Generally.* Attached accessory buildings shall conform to the regulations applicable to the main building to which they are attached.

- (1) *Number; area.* Except in A agricultural zoning districts, no more than two accessory buildings may be placed on any residential lot. The combined floor area of all accessory buildings shall not exceed 750 square feet or 25 percent of the floor area of the primary structure, whichever is less, except for SF-E single-family estate zoning districts, in which the combined floor area of all accessory buildings shall not exceed 1,500 square feet. In no case shall the combined area of the primary structure and accessory buildings exceed the maximum percentage of lot coverage allowed for the zoning district in which the structures are located. Accessory dwellings are not subject to these regulations and shall be governed by other provisions of this chapter.
- (2) *Barns~~and~~, stables, and riding arenas.* In SF-E single-family estate and A agricultural zoning districts, barns and/or stables directly associated with the support of a bona fide agricultural use of the property, ~~and/or riding arenas~~, shall be limited in area to that allowed by the building code for their use and construction type, but in no case shall the combined floor area of the primary use and all accessory buildings exceed the maximum percentage of lot coverage allowed for in an A or SF-E zoning district. In SF-E and A zoning districts, barns, ~~and/or~~ stables, ~~and/or riding arenas~~ shall be limited to a height of not more than twenty feet to the top of the roof. Such barns, ~~and/or~~ stables, ~~and/or riding arenas~~ shall not be located within 50 feet of any property line. ~~Riding or rodeo arenas, whether enclosed, partially enclosed, or open air, shall require a specific use permit as provided in subsection 98-952(c), schedule of use regulations.~~
- (3) *Location.* Accessory buildings must be located at least five feet from any other building or structure on the property.
- (4) *Walls abutting property line.* When accessory buildings are constructed less than five feet from any property line, no windows, doors or other penetrations of the exterior wall shall be allowed in the wall abutting that property line.



TOWN COUNCIL AGENDA ITEM NO. 30

REGULAR ITEM

DATE: March 1, 2021

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of a Construction Agreement with North Rock Construction, LLC., for the Rheudasil Park Improvements project, in the amount of \$2,460,731.85; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On November 18, 2020, bids were received and opened for the project. The Town received a total of eight bids of which six bids were verified and determined responsive. The six responsive bids were tabulated, and the lowest qualified responsive bidder was North Rock Construction, LLC., with a total bid of \$2,460,731.85. The total bid includes a base bid of \$1,991,003.71 and the four bid options of \$469,728.14. The bid options include the addition of a boardwalk, boardwalk guardrails, boardwalk lighting, and enhanced landscaping.

BOARD REVIEW/CITIZEN FEEDBACK: The Rheudasil Park Master Plan was recommended by the Parks Board at the November 6, 2014, meeting and approved by the Town Council on December 1, 2014. The Professional Services Agreement (PSA) with Studio Outside Landscape Architecture to implement the Master Plan for Rheudasil Park was approved at the October 1, 2018, Town Council meeting.

ALTERNATIVES/OPTIONS: If this item is not approved, the park project will not get constructed.

FISCAL IMPACT: \$2,460,731.85

Proposed Expenditure/(Revenue):	Account Number(s):
\$2,441,756.50	317-110-90661
\$18,975.35	310-320-90661

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

Total project cost is currently \$2,600,000. *The CIP item on this agenda adds \$300,000. If approved the total cost will be \$2,900,000. Funding sources are:

- Park Development \$ 300,000 *
- Dedicated Sales Tax \$ 2,600,000

LEGAL REVIEW: The Town's standard contract 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 Contract Agreement.

ATTACHMENTS:

1. Construction Agreement
2. Bid Tabulation

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

TOWN OF FLOWER MOUND
RHEUDASIL PARK IMPROVEMENTS

Bid # 2021-8-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 1st day of March, 2021, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Northrock Construction, LLC., a General Contractor, 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:

RHEUDASIL PARK IMPROVEMENTS,
Bid # 2021-8-B

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Million Four Hundred Sixty and Seven Hundred Thirty One Dollars and 85/100 cents (\$2,460,731.85)** 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 (300) 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 installed vegetation such as turf, groundcover, shrubs, and trees.

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 1st day of March, 2021.

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 of Flower Mound
Bid Tabulation**

Bid No: 2021-8-B - Rheudasil Park Improvements

Bid Opening: 11/18/2020 at 11:00 AM

Company	Total Base Bid
North Rock Construction LLC	\$ 1,991,003.71
J.B. & Co LLC	\$ 1,993,377.50
MSB Constructors, Inc	\$ 2,168,530.00
C. Green Scaping, LP	\$ 2,302,839.21
Cole Construction, Inc	\$ 2,656,546.30
The Fain Group, Inc	\$ 2,852,926.80

****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: November 18, 2020



SCHEDULED	4/5/2021	Consent	Consider approval of an agreement with Axon Enterprise, Inc., to purchase body worn camera products; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Water System Annual PureTec Contract
		Consent	Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2021, through April 16, 2023.
		Consent	Stonehill Pump Station Discharge Valve Replacement & 10 MG GST Rehabilitation - CO2
		Consent	ADA Transition Plan 2021 Update
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on March 1, 2021.
		Consent	Placeholder: Ordinance updating Records Management Program and Disaster Prevention & Recovery Plan for Town Records.
		Consent	Consider approval of a Professional Services Agreement for the 2020 Water and Wastewater Model Update project, with Kimley-Horn, for \$25,750.00; and authorization for the Mayor to execute same on behalf of the Town.
		Presentation	Discuss and consider the Outstanding Citizen Award Program and adding a new Lifetime Achievement category.
		Regular	Colonial Drive Reconstruction Phase II - Construction Award
	4/19/2021	Consent	Power Engineering - ring - Utility Asset Management
		Consent	FM 1171 at FM 2499 Westbound RTL - Construction Award
		Consent	Colonial Drive Reconstruction Phase II - Testing Award
	5/17/2021	Consent	FM1171 at FM2499 Westbound RTL - Testing Award
		Regular	Consider approval of a Construction Agreement with DDM Construction Corporation for the Waketon Road (Cross Timbers Drive to 1,350 feet east of Chinn Chapel) project, in the amount of \$4,796,507.45; and authorization for the Mayor to execute same on behalf of the Town.
	6/7/2021	Consent	Sentinel Oaks Water Line Replacement - Construction Award

SCHEDULED	6/7/2021	Consent	Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Waketon Road (Cross Timbers Drive to 1,350' East of Chinn Chapel) project, in the amount of \$121,308.00; and authorization for the Mayor to execute same on behalf of the Town.
	6/21/2021	Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Construction Award
	7/19/2021	Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Testing Award