

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

4/18/2022

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

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

Comments regarding any agenda item can be sent to the Town Council
by emailing towncouncil@flower-mound.com or calling 972.874.6005

Please silence all electronic devices in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing". Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours. To speak to Council during public comment, please fill out a [comment form](#).

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor depending on the amount of speakers
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Operational updates

G. FUTURE AGENDA ITEMS

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

Town Council Meeting Agenda
April 18, 2022
Page 2

H. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, April 21
2. A regular meeting is scheduled for Monday, May 2

I. CONSENT ITEMS

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

1. Minutes 4/4- Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2022.
2. Fire Code Ordinance- Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the International Fire Code, 2021 edition and local amendments thereto.
3. Adoption of 2021 IBC- Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Building Code, 2021 edition, and local amendments thereto.
4. Adoption of 2021 IRC- Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Residential Code, 2021 edition, and local amendments thereto.
5. Adoption of 2021 IECC- Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Energy Conservation Code, 2021 edition, and local amendments thereto.
6. Adoption of 2021 IPC- Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Plumbing Code, 2021 edition, and local amendments thereto.
7. Adoption of 2021 IMC- Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Mechanical Code, 2021 edition, and local amendments thereto.
8. Adoption of 2021 ISPSC- Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Swimming Pool and Spa Code, 2021 edition, and local amendments thereto.
9. Fuel Purchase- Consider approval of the purchase of unleaded and diesel fuels through an existing Interlocal Agreement with Tarrant County, in the estimated annual amount of \$832,000.
10. 3rd FY 21-22 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21 and No. 05-22 for adjustments to the General Fund, Library Development Fund, and Vehicle and Equipment Replacement Fund.
11. 2021-22 CIP Amend 4- Consider approval of Amendment No. 4 to the Fiscal Year 2021-2022 Capital Improvement Program.

Town Council Meeting Agenda
April 18, 2022
Page 3

J. REGULAR ITEMS

12. Landscape Maintenance Program- Consider approval of the Best Value Bid Nos. 2022-31-A (Northwest), 2022-32-A (Southeast), 2022-33-A (Southwest & Twin Coves Park) and 2022-34-A (Northeast) Landscape Maintenance Program to BrightView Landscape Services at the unit prices bid, in the estimated annual amount of \$1,144,509.70; and authorize the Mayor to execute same on behalf of the Town.
13. Notice of Intent - CO 2022- Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2022, in the principal amount not to exceed \$8,800,000, for the purpose of paying for waterworks and sewer system improvements.
14. ZPD21-0014 - Cross Timbers Business Park- Public Hearing to consider an ordinance amending the zoning (ZPD21-0014 – Cross Timbers Business Park) from Interim Holding (IH) and Agricultural District (A) to Planned Development District No.188 (PD-188) with Campus Industrial and Industrial District-2 uses including a Comprehensive Sign Package, an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances and with certain other waivers, exceptions and modifications to the Code of Ordinances, subject to the terms and conditions in the attached Development Agreement and authorization for the Mayor to execute same on behalf of the Town after approval of the terms by the Town Attorney. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (P&Z recommended denial by a vote of 6 to 0 at its April 11, 2022, meeting.)
15. TRP21-0038 Cross Timbers Business Park- Public Hearing to consider an application for a tree removal permit (TRP21-0038) for one (1) specimen tree on property proposed for development as Cross Timbers Business Park. The property is generally located north of Cross Timbers Road and west of US 377. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).
16. RVU Tycoon - Chapter 380- Public Hearing to consider approval of Chapter 380 Agreement between the Town of Flower Mound and Restaurant Ventures Unlimited Tycoon (RVU Tycoon)

K. CLOSED MEETING

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

- a. Consultation with Town Attorney.
 - 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

Town Council Meeting Agenda**April 18, 2022****Page 4**

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

L. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: April 14, 2022, at 3:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076. Additional time limits will be provided to members of the public that need to address the Town Council through a translator.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: April 18, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 4, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 4/4

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

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 4TH DAY OF APRIL 2022, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

[Click here](#) for meeting video link (subject to change)

The Town Council met in a regular meeting with the following members present:

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Henry Lucio	Police Captain

A. CALL MEETING TO ORDER

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

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

Chaplain Russ McNamer gave the invocation and Mayor France led the pledges.

D. TOWN MANAGER'S REPORT

1. Development application process overview and Cross Timbers Business Park (CTBP) update.

Mr. Childers provided background information on the item and clarified some recent public statements.

Ms. Murphy provided an overview on how the application process works, including an update on the CTBP.

DI. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Mitzi Rodriguez, 11304 Misty Ridge Dr	Crow Warehouse/Distribution Center
2.	Paul Stone, 1868 Meyerwood N	Minutes
3.	Brian Taylor, 6909 Broomsedge Dr	My Candidacy for FMTC Place 3

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 2

4.	Saket Puri, 3604 Saint Mark Dr	Invitation for "DARSHANA"
5.	Kendra Stephenson, 4801 Steinbeck	CTBP
6.	Tom Clark, 8704 Baltusrol Dr	Warehouses
7.	Cindy Clark, 8704 Baltusrol Dr	Warehouses
8.	Victor Worley, 11612 Little Elm Creek	Cross Timbers Business Park
9.	Carolyn Strensrud, 5232 Ravine Ridge Ct	Warehouses
10.	John Jobe, 11358 Misty Ridge	Warehouse
11.	Dennis Byington, 6605 Elderberry Way	Cross Timbers Warehouses
12.	Abraham Morones, 4065 Bordeaux Cir	Cross Timbers Business Park
13.	Maria Brown, 6709 Canyon Oak Ct	Warehouse
14.	Mark Harris, 10909 Autumn Leaf Ct	Warehouses
15.	Candice Pettit, 11359 Gable Cir	Warehouses-Cross Timbers
16.	Chris Drew, 5209 Ravine Ridge Cir	Cross Timbers Business Park
17.	Dave Aistrup, 6641 Elderberry Way	Distribution Center
18.	Pat Aistrup, 6641 Elderberry Way	Warehouses
19.	Stacie Bambauer, 6925 Basket Flower	Warehouse
20.	Linda Williams, 6929 Broomsedge Dr	Warehouses in Flower Mound
21.	Khalid Touati, 4833 Long Pond Trl	Cross Timbers Business Park
22.	Chris Withrow, 11490 Misty Ridge	Distribution Center
23.	Laura Brown, 11324 Bull Head Ln	Distribution Center
24.	Jerry Brown, 11324 Bull Head Ln	Cross Timbers Business Park
25.	Larry Mathis, 6336 Savannah Oak Trl	Distribution Center
26.	Eric Vitek, 11316 Bull Head Ln	Warehouse
27.	Beckett Klemetsen, 6925 Basket Flower Rd	No Cross Timbers Warehouse
28.	Mark Flores, 6312 Crossvine Trl	Cross Timbers Business Park
29.	Claudia Villasana-Munoz, 11604 Slumber Falls Dr	Warehouses
30.	Dan Klemetsen, 6925 Basket Flower Rd	Distribution Center
31.	Vitayaraghava Kattamudi, 7105 Antelope Dr	Warehouses
32.	Jacob Nishida, 6620 Dolan Falls Dr	Opposition to Cross Timber Business Park
33.	Lynne Gwinn, 6620 Roughleaf Ridge	Warehouse
34.	David Barnhisel, 6335 Willow Ridge Trl**	Warehouse
35.	Sameer Baranwal, 4812 Trailwood	No to warehouse
36.	Randee Ward, 5905 Pine Valley Dr	Warehouses/Distribution Center in Canyon Falls
37.	Eric Jensen, 6209 Savannah Oak Trl, Argyle	Cross Timbers Business Park
38.	Christa Call, 10612 Smoky Oak Trl, Argyle	Cross Timbers Business Park
39.	Andrew Hering, 1016 Lamp Post Ln, Argyle	Crow warehouse
40.	Rachal Capulli, 6916 Broomsegde Dr, Argyle	Warehouse Development
41.	Aaron Zamora, 7120 Elk Springs Dr, Argyle	Warehouses
42.	Srinivas Manchikalapati, 10630 Smoky Oak Trl, Argyle	Warehouse
43.	Austin Cartlidge, 11601 Slumber Falls, Argyle	Cross Timbers Distribution
44.	Matt Slator, 2001 Winthrop Hill, Argyle	Warehouses
45.	Alex Pisciotta, 3716 Watermill Way, Northlake	Warehouse
46.	Caleb J Brown, 4217 Greenthread Way, Northlake	Warehouses
47.	Ken Schrage, 3325 Meridian Dr, Northlake**	Warehouse
48.	Kim Pisciotta, 3716 Watermill Way CF, Northlake	Cross Timbers Business Park

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 3

49.	Rena Hardeman, Northlake	Proposed Zoning @1171/377
50.	Sharilyn Wilken, 11620 Cedar Grove, Roanoke	CTBP
51.	Valerie Hall, 11367 Bull Head*	
52.	Katie O'Connor Smith, 1512 Twistleaf Rd*	
53.	Heidi Schultz-Berns, 6612 Dolan Falls*	
54.	Diane Wyshywaniuk, 6383 Prairie Brush Trl*	
55.	Richard Garcia, 6383 Prairie Brush Trl*	
56.	Keerthi Reddy, 11508 Misty Ridge Dr*	
57.	Hina Lakhani, 11609 Rust Falls Rd*	
58.	Samantha Hart, 1524 Rustic Timbers*	
59.	Amir Lakhani, 11609 Rust Falls Rd*	
60.	Joshua Bostick, 11383 Misty Ridge Dr*	
61.	Marissa Bostick, 11383 Misty Ridge Dr*	
62.	Tiffany Drew, 5209 Ravine Ridge Ct*	
63.	Catherine Ascencio, 10905 Smoky Oak*	
64.	Tracey Villalon-Arriaga, 10913 Smoky Oak Trl*	
65.	Shellby Hemmen, 5205 Ravine Ridge Ct*	
66.	Debbie Lonewsky, 11371 Misty Ridge Dr*	
67.	Rick Berns, 6612 Dolan Falls*	
68.	Luke Stensrud, 5232 Ravine Ridge Ct*	
69.	Ron Heck, 5200 Ravine Ridge Ct*	
70.	Nancy Heck, 5200 Ravine Ridge Ct*	
71.	Lori Villalon-Arriaga, 10913 Smoky Oak Trl*	
72.	Shannon Robbins, 5201 Ravine Ridge Ct*	
73.	Alison Mosely, 10925 Smoky Oak Trl*	
74.	Erin Kenny, 5216 Ravine Ridge Ct*	
75.	Scott Kenny, 5216 Ravine Ridge Ct*	
76.	Jason Robbins, 5201 Ravine Ridge Ct*	
77.	Scott Morgan, 6409 Whiskerbrush*	
78.	Tayton Morgan, 6409 Whiskerbrush*	
79.	Melanie Bostick, 11383 Misty Ridge*	
80.	Pati Gann, 11616 Cedar Grove*	
81.	Sonny Gann, 11616 Cedar Grove*	
82.	Rebekah Armstrong, 4021 Dendron Dr*	
83.	William Luckett, 6404 Prairie Brush Tr*	
84.	Diane Campbell, 6936 Basket Flower Rd*	
85.	Christie Fowler, 11116 Smoky Oak Ct*	
86.	Anthony Daliso, 11395 Misty Ridge Dr*	
87.	Denise Daliso, 11395 Misty Ridge Dr*	
88.	Alison Flener, 6617 Roughleaf Ridge Dr*	
89.	Shirley Luckett, 6404 Prairie Brush Trl*	
90.	Jeff Brown, 6709 Canyon Oak Ct*	
91.	Sally Allen, 11621 Cedar Grove*	
92.	Michael Allen 11621 Cedar Grove*	
93.	Dorinda Kanthack, 6358 Prairie Brush Trl*	
94.	Chris Vochoska, 6401 Prairie Brush Trl*	
95.	Sandy Vochoska, 6401 Prairie Brush Trl*	
96.	Bryan Kanthack, 6358 Prairie Brush Trl*	

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 4

97.	James Saxon, 5113 High Ridge Trl*
98.	Jackie Saxon, 5113 High Ridge Trl*
99.	Mary & Ciro Panico, 11617 Cedar Grove*
100.	Carolyn Glover, 6209 Savannah Oak Trl*
101.	Thomas Snyder, 11621 Slumber Falls Dr*
102.	Laurie Snyder, 11621 Slumber Falls Dr*
103.	Nathan Bryan, 6928 Basket Flower Rd*
104.	Christine Taylor, 6909 Broomsedge Dr*
105.	Alicia Lansberry, 11401 Winecup Rd*
106.	Katherine Davison, 11405 Winecup Rd*
107.	Debbie Worley, 11612 Little Elm Creek*
108.	Laxman D Katre, 11559 Winecup Rd*
109.	Erika Klemetsen, 6925 Basket Flower Rd*
110.	Alicia Dzurenko, 6604 Elderberry Way*
111.	Ava Klemetsen, 6925 Basket Flower Rd*
112.	Danielle Barfield, 11382 Misty Ridge Dr*
113.	Caleb Barfield, 11382 Misty Ridge Dr*
114.	Robert Giangliulo, 6312 Cedar Sage Trl*
115.	Jackie Giangliulo, 6312 Cedar Sage Trl*
116.	Ronald Hall, 11367 Bull Head Ln*
117.	Linda Hooper, 4609 Largo Dr*
118.	Henry*
119.	Jessica Butler, 4300 Cozy Pine*
120.	Elizabeth Barber, 4508 Tour 18 Dr*
121.	Mark Faust, 6363 Prairie Brush Trl*
122.	Barbara Catrett, 10816 Pedernales Falls*
123.	Justin Smith, 1512 Twistleaf Rd*
124.	Stacy Pace, 11609 Cedar Grove*
125.	Judith Faust, 6363 Prairie Brush Trl*
126.	Craig Morrow, 4508 Tour 18 Dr*
127.	Rajesh Kumas Natarajan, 5008 High Ridge Dr*
128.	Sadhana Rajesh, 5008 High Ridge Dr*
129.	Satya Sudesh, 4812 High Ridge Trl*
130.	Mia Aldridge, 6201 Whiskerbrush Rd*
131.	Rod Aldridge, 6201 Whiskerbrush Rd*
132.	Alicia McCammon, 4412 Overlook Ridge*
133.	Vinay Tomer, 11517 Feather Rd*
134.	William Aritua, 6924 Basket Flower Rd*
135.	Fernanda Aritua, 6924 Basket Flower Rd*
136.	Ruth Angel, 11300 Dusty Trail Ct*
137.	James Caldwell, 11363 Gable Cir*
138.	Nanda Gopal Akarapu, 6629 Elderberry Way*
139.	Laverne Amsterdam, 5705 Pine Valley Dr*
140.	Aaron Young, 10920 Falling Leaf Trl*
141.	Ron Huebner, 3908 Sunnyview Ln*
142.	Gavin M*
143.	Avinash Kumar, 4812 Trailwood*
144.	Gerald Rossi, 10920 Smoky Oak Tr Argyle*

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 5

145.	Laura Rossi, 10920 Smoky Oak Tr, Argyle*
146.	John Rock, 517 Cooper St, Argyle*
147.	Tiffany Beacon Rock, 517 Cooper St, Argyle*
148.	Trivia Spencer, 1109 Boxelder Ln, Argyle*
149.	Michael Longman, 7012 Antelope Dr, Argyle*
150.	Brent Capulli, 6916 Broomsedge Dr, Argyle*
151.	Suman Mukka, 7108 Elk Springs Dr, Argyle*
152.	Sonal Patel, 3709 Birchwood Ct, Argyle*
153.	Matt Slaton, 2001 Winthrop Hill, Argyle*
154.	Premanshu Gupta, 7012 Elk Springs Dr, Argyle*
155.	Prather Nadarajah, 7006 Hickory Falls Dr, Argyle*
156.	Jamie Brady, 801 Swift Creek Rd, Argyle*
157.	Debra VanHoef 6605 Roughleaf Rd, Argyle*
158.	Bob VanHoef 6605 Roughleaf Rd, Argyle*
159.	Sandra Hasten, 11701 Slumber Falls, Argyle*
160.	Bill Hasten, 11701 Slumber Falls, Argyle*
161.	Alice Bienvenu, 1404 Tumbleweed Trl, Argyle*
162.	Paula Cuva, 11409 Antler Ridge Way, Argyle*
163.	Kimberly Cartridge, 11601 Slumber Falls Dr, Argyle*
164.	Stacey Leonard, 11500 Antler Ridge, Argyle*
165.	Haylie Leonard, 11500 Antler Ridge Way, Argyle*
166.	Hunter Leonard, 11500 Antler Ridge Way, Argyle*
167.	Salish Patel, 3709 Birchwood Ct, Argyle*
168.	Karlie Leonard, 11500 Antler Ridge Way, Argyle*
169.	Kenzie Leonard, 11500 Antler Ridge Way, Argyle*
170.	Kammie Leonard, 11500 Antler Ridge Way, Argyle*
171.	Kathy Helms, 320 Parkhurst, Highland Village*
172.	Sharon Schneider, 309 Village Tree, Highland Village*
173.	Mike & Meredith Garcia, 1116 Boxelder Trl, Northlake*
174.	Karla Summers, 3812 Driftwood Ln, Northlake*
175.	Joseph Mistretta, 1009 Daylily Dr, Northlake*
176.	Timothy Russell, 1112 Daylily, Northlake*
177.	Sandy Bolinger, 3807 Applewood Ln, Northlake*
178.	Bowen Bolinger, 3807 Applewood Ln, Northlake*
179.	Patsy Aranda, 3601 Meridian Dr, Northlake*
180.	Mohit Ranjan, 3220 Willow Brooke Rd, Northlake*
181.	Shaan Varghese, 11716 Bull Creek Dr, Northlake*
182.	Craig Bower, 1717 Twistleaf Rd, Northlake*
183.	Greg Anderson, 3509 Northdale Ln, Northlake*
184.	Sara Vance, 1001 Daylily, Northlake*
185.	Laura Forester, 6421 Dolan Falls Dr, Northlake*
186.	John Lybarger, 1009 Indian Grass Ln, Northlake*
187.	Dana Anderson, 3509 Northdale Ln, Northlake*
188.	Gary Penrod, 1411 Tumbleweed Tr, Northlake*
189.	Lydia Penrod, 1411 Tumbleweed Trl, Northlake*
190.	Dane McWilliams, 4212 Mistflower Way, Northlake*

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022**PAGE 6**

191.	Shane Anderson, 1428 Westview, Northlake*
192.	Kristin Anderson, 1428 Westview, Northlake*
193.	Jay Lowery, 1521 Wolfberry Ln, Northlake*
194.	Divya Patel, 1158 Berrydale Dr, Northlake*
195.	June Limato, 1541 Westview Ln, Northlake*
196.	Richard Limato, 1541 Westview Ln, Northlake*
197.	Babu Vasa, 1037 Wimberly Ln, Northlake*
198.	Durga Gudimetla, 1025 Wimberley Ln, Northlake*
199.	Dawn Schwalm, 1108 Berrydale, Northlake*
200.	Nicki Gazlay, 1101 Uplands Dr, Northlake*
201.	James Gazlay, 1101 Uplands Dr, Northlake*
202.	Ken & Briana Fullenkamp, 1404 Westview Ln, Northlake*
203.	Richard Lange, 4201 Cozy Pine, Northlake*
204.	Linda Lange, 4201 Cozy Pine Dr, Northlake*
205.	Viral Patel, 1158 Berrydale Dr, Northlake*
206.	Jordan Morrell, 3208 Willowbrooke Rd, Northlake*
207.	Elaine Morrell, 3208 Willowbrooke Rd, Northlake*
208.	Angela Hammond, 1709 Twistleaf, Northlake*
209.	Zachary Leonard, 1005 Corralberry Dr, Northlake*
210.	Katie Leonard, 1005 Corralberry Dr, Northlake*
211.	Amy Bruza, 1005 Corralberry Dr, Northlake*
212.	Reyna Salas-Gonzalez, 3509 Meridian Dr, Northlake*
213.	Robert Carlson, 11325 Bull Head Ln, Roanoke*
214.	Michele Carlson, 11325 Bull Head Ln, Roanoke*
215.	Eddie Wilken, 11620 Cedar Grove, Roanoke***
216.	Sonya Randall, 11362 Bull Head Ln, Roanoke*
217.	Randy Randall, 11362 Bull Head Ln, Roanoke*

*Indicated do not wish to speak but to record opposition to warehouses/Cross Timbers Business Park

**Submitted a speaker card in opposition of warehouses/Cross Timbers Business Park; however, not present when called

***Speaker card indicates support for an agenda item; however, no agenda number or subject noted

Town Council recessed at 8:03 p.m. and reconvened at 8:22 p.m.

F. ANNOUNCEMENTS

Councilmember Martin announced there is an article about the Flower Mound Cabin in the Texas Coop Magazine.

Councilmember Schiestel announced the following Town Council candidate forum dates:

- April 12 (11am) at the Senior Center
- April 14 (7pm) at Town Hall

Mayor Pro Tem Bumgarner announced there will be a low cost pet vaccination clinic at the Animal Services Center on April 30.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 7

Deputy Mayor Pro Tem Sharma announced that the Town is currently conducting a retail and restaurant survey and encouraged residents to participate. He also announced that on KFMB is conducting a recycling day at the Flower Mound High School on April 9.

Mayor France announced that last week Flower Mound won the Mayoral chili cook off challenge at McAuliffe Elementary School.

G. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Bumgarner indicated the Town's noise ordinance is vague in some areas, including as it relates to animals, and he would like to discuss that. He would also like to discuss the use of electronic leashes.

There was Council consensus to proceed with a future agenda item on both topics.

Councilmember Engel indicated the need to look at development out west, including the Denton Creek bridge, and to discuss how the western part of Town will be shaped. He noted there are 100s of acres that are one acre estate lots, and they will be adjacent to the Northlake industrial park. He emphasized the importance of sooner than later given the Town is currently going through the budget process and consideration needs to be given to a Master Plan update.

There was Council consensus to proceed with the discussion; however, with the timing being at the June Strategic Planning Session.

H. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, 4/18
2. A work session is scheduled for Thursday, 4/21

Mayor France announced the above referenced meetings and confirmed that all members of Council plan to be present.

3. Discuss hosting a Lakeside Development Discussion on 4/28, 11am-2pm

There was Council discussion regarding the proposed date of 4/28, and given not all members of Council were available on that date, it was decided that the Town Secretary would coordinate with Economic Development for proposed dates.

4. Discuss and consider rescheduling the Strategic Planning Session (SPS) from 6/24 to 6/16

There was Council consensus to reschedule the 6/24 SPS to 6/16.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on March 21, 2022.
2. Consider approval of Quote Number: 02-10514-22-001 Co-op Contract Number: USC 15-JLP-023 from Trane for the replacement of three rooftop HVAC units at the Municipal Courts and Police building in the amount of \$71,970.00.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 8

3. Consider approval of a Development Agreement for the CNIK Addition Project for the amount not to exceed \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval of the Professional Services Agreement with RJN Group, Inc., for Flow Monitoring and Analysis associated with the Inflow and Infiltration project, in the amount of \$246,046.00; and authorization for the Mayor to execute same on the behalf of the Town.
5. Consider approval of Change Order No. 1 for the Bakers Branch Stabilization at 1612 Strait Lane project, amending the contract with KEC Retaining Walls & Construction, Inc., to provide an increase to the contract in the amount of \$74,154.90; and authorization for the Mayor to execute on behalf of the Town.
6. Consider approval of the purchase of one T770 T4 Bobcat per Town of Flower Mound Specifications and Vendor Quote from Bobcat Equipment Company in the amount of \$63,378.26; and authorization for the Mayor to execute on behalf of the Town.
7. Consider approval of the purchase of one 2022 Ford F350 Regular Cab One Ton Truck with Dump Body and one 2022 Ford F550 Crew Cab One Ton Truck with Service Body per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$58,853.50 and \$53,768.66, respectively; and authorization for the Mayor to execute on behalf of the Town.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1 – 7, as presented in the agenda caption. 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:

Motion passed

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

J. REGULAR ITEMS

8. The second of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew." and to consider adopting an ordinance reinstating the Town of Flower Mound Juvenile Curfew Ordinance, which expired on February 18, 2022.

Staff Presentation

Captain Lucio gave a presentation identifying or noting:

- State statute requirements
- Definitions (minors and curfew hours)
- Curfew violation (explanation) and defenses
- Statistics (violations and citations)
- How the ordinance is used by police personnel

and he responded to questions from Council regarding:

- Are there any changes to the existing ordinance
- Definition of other activities

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 9

Mayor France opened the Public Hearing at 8:47 p.m. No one spoke. Mayor France closed the Public Hearing at 8:47 p.m.

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

ORDINANCE NO. 12-22

AN ORDINANCE ADOPTING THE TOWN'S JUVENILE CURFEW REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

9. Public Hearing to consider an ordinance granting Specific Use Permit No. 474 (SUP21-0008– River Walk Retail Phase II) to permit a fast food restaurant with a drive-through window. The property is generally located south of Promenade Way and east of Long Prairie Road. (P&Z recommended approval by a vote of 4 to 2 at its March 28, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Concept plan
- Site photos
- Unresolved issue (bypass lane)
- SUP Conditions (hours of operation and signage)
- Concept elevations

and she responded to questions or concerns from Council regarding:

- Clarification regarding the site location
- Type of restaurant

Applicant Presentation

Michael Beaty, MRW Investors, LLC

Mr. Beaty gave a presentation identifying or noting:

- Location
- Original plan (2009) and revised plan (2013)
- Initial entitlements
- Current entitlements
- Forums townhomes
- Central Promenade Plaza
- Site plan
- Landscape plan

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022**PAGE 10**

- Building elevations

and he responded to questions or comments from Council regarding (some were after the public hearing):

- Who is the tenant
- Traffic concerns on Gramercy
- Use of signage to route traffic
- The vision of patio seating being replaced with a drive thru
- Trash collection services and noise levels
- Drive thru hours
- Developer agreement description and how a drive thru restaurant fits
- If they would go forward with the restaurant without the drive thru
- Plans for the open area as described by the resident during the public hearing

Mayor France opened the Public Hearing at 9:10 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	Hubert & Cathy Robichaux, 2541 Gramercy Park Dr	David Burns, 4025 Dendron Dr
	Bob Blum, 3916 Saturn St	
	Leah Davies, 2537 Gramercy Park Dr	

Mayor France closed the Public Hearing at 9:21 p.m.

There was Council discussion regarding:

- Overall concept of the River Walk
- Disappointed applicant won't go forward without the drive thru
- Concerns that the drive thru is not a good use for this area (not enough space and neighborhood congestion)
- Residents interested in keeping with the original plan and no drive-thru restaurant

Mayor Pro Tem Bumgarner moved to deny SUP21-0008– River Walk Retail Phase II. Deputy Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed (to deny)

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

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

10. Public Hearing to consider a request for a Replat (RP22-0002 – Trimble Addition Lot 1 & 2, Block A) to create two residential lots with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 11

Ordinances. The property is generally located east of High Road and south of Arabian Circle. (P&Z recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)

11. Public Hearing to consider an ordinance granting a Specific Use Permit No. 476 (SUP21-0011– 3800 High Road Accessory Dwelling) to permit an accessory dwelling. The property is generally located east of High Road and south of Arabian Circle. (P&Z recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)

Staff Presentation

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

- General and detailed location
- Land use and zoning
- Concept plan
- Site photos
- Plat
- Exception
- Accessory dwelling regulations
- Concept elevations

and she, Ms. Bruce, or Mr. Dalton responded to questions or comments from Council regarding:

- Lot to lot drainage and water flow

Applicant Presentation

Marcus Trimble

Mr. Trimble responded to questions or concerns from Council regarding:

- Ag exemption status

Mayor France opened the Public Hearing at 9:39 p.m. No one spoke. Mayor France closed the Public Hearing at 9:39 p.m.

Item 10

Councilmember Martin moved to approve as presented. Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

Item 11

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

ORDINANCE NO. 13-22

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. 476 (SUP-476) FOR

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 12

AN ACCESSORY DWELLING ON CERTAIN PROPERTY SITUATED IN THE J.T. STEWART SURVEY, ABSTRACT NUMBER 1193, DENTON COUNTY, TEXAS, AND ZONED AGRICULTURAL DISTRICT (A); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

12. Public Hearing to consider an ordinance granting Specific Use Permit No. 477 (SUP21-0012– Ivybrook Academy – Prairie Plaza Building 6) to permit a day care center use. The property is generally located north of Cross Timbers Road and west of Long Prairie Road. (P&Z recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- SUP concept site plan (proposed changes)
- Site photos
- Approved site plan, landscape plan, and elevations
- SUP conditions

Applicant Presentation

Matthew Peterson, DB Constructors

Mr. Peterson gave a presentation identifying or noting:

- Company background
- Renderings
- Elevations
- Overall building area
- Parking and queuing
- Playground equipment

and he responded to questions or comments from Council regarding:

- Whether it's a day care or school
- Student enrollment

Mayor France opened the Public Hearing at 9:50 p.m. No one spoke. Mayor France closed the Public Hearing at 9:50 p.m.

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

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 13

Mayor Pro Tem Bumgarner recused himself for discussion and action on items 13 and 14.

Mayor France opened items 13 and 14 at the same time.

13. Public Hearing to consider an ordinance for rezoning (ZPD21-0011 – Townlake Phase Five & Six) from Agricultural District (A) to Planned Development District No. 187 (PD-187) for a cluster development with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (ECC recommended approval of the Open Space Management Plan by a vote of 6 to 0 at its February 1, 2022, meeting.) (P&Z recommended approval by a vote of 5 to 0 at its March 28, 2022, meeting.)
14. Public Hearing to consider an application for a tree removal permit (TRP21-0036) for forty-seven (47) specimen trees on property proposed for development as Townlake Phase Five & Six residential development. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).

Ms. Murphy gave a presentation for items 13 and 14 identifying or noting:

- General and detailed location
- Land use and zoning
- Cluster development summary/intent
- Concept landscape plan
- Exception request
- Site photos
- Concept plan details
- Concept plan comparison
- Open space exhibit
- Specimen tree survey

Applicant Presentation

Mike Boswell, Toll Brothers

Mr. Boswell gave a presentation identifying or noting:

- Background information (phases)
- Extension of Town Lake
- Concept plan specifics
- Oil and gas board variance requests
- Park land dedication proposal
- Tree protection plan
- Open space plan
- Design criteria
- Existing drainage
- Purpose of the Cross Timbers
- The story of two concept plan
- Open space exhibit
- Specimen tree survey
- Survey says
- Incentives

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 14

- Milestones

and he responded to questions or concerns from Council regarding:

- Clarification regarding setbacks from the gas well
- Proposal summary (overview of the project)
- Slope impacts
- Tree preservation
- Drainage
- Impact to Scenic Rd

Mayor France opened the Public Hearing at 10:32 p.m. No one spoke. Mayor France closed the Public Hearing at 10:32 p.m.

Item 13

Councilmember Engel moved to approve as presented. Councilmember Martin seconded the motion.

ORDINANCE NO. 15-22

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 107.262 ACRES OF LAND SITUATED IN THE JOSEPH CLARK SURVEY, ABSTRACT NO. 231 AND THE M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 935, FROM AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT-187 (PD-187) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS 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 CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, SHARMA, ENGEL, MARTIN

NAYS: NONE

RECUSED: BUMGARNER

Item 14

Councilmember Schiestel moved to approve as presented. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, SHARMA, SCHIESTEL

NAYS: NONE

RECUSED: BUMGARNER

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 4, 2022

PAGE 15

L. BOARDS/COMMISSIONS

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

No discussion or action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 10:35 p.m. on April 4, 2022, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 11:38 p.m. on April 4, 2022, and no action was taken on the following items:

- a. Consultation with Attorney.
 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
 2. Cross Timbers Business Park application (ZPD21-0014)
 3. Estuary Pointe Development
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
- 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.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 11:38 p.m. on Monday, April 4, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: April 18, 2022

FROM: Paul Henley, Fire Chief 

ITEM: Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the *International Fire Code*, 2021 edition and local amendments thereto.

BACKGROUND INFORMATION: This ordinance updates the fire code adopted by the Town from the 2018 *International Fire Code* to the 2021 *International Fire Code* and adopts local amendments to the same. This code was reviewed for adoption as a joint effort between the Fire department and the Building Inspection Division. This joint review is necessary since the fire codes and building codes are designed to work in concert with each other.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Fire Prevention and Protection Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 38 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION" TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION AND LOCAL AMENDMENTS THERETO: REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the *International Code Council* (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes") and the *International Fire Code* has been prepared by the ICC and reviewed by the North Central Texas Council of Governments (NCTCOG) and by Town staff; and,

WHEREAS the current fire prevention code in the Town is the 2018 edition of the International Fire Code, and the Town's fire prevention code should be updated to the most current published fire prevention code available: and,

WHEREAS the 2021 edition of the International Fire Code is the most current published code available that establishes provisions to permit and control all outside activities or processes that can cause a fire to start and allows citizens to burn, cook, and work outdoors with their safety, and the safety of their neighbors, in mind and addresses general design, construction, and fire safety aspects of all structures in the Town: and,

WHEREAS, the Town Council has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2021 edition of the International Fire Code and has determined that this will promote the public health, safety, and welfare of the citizens of the Town of Flower Mound and the general public: and,

WHEREAS the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs to the Town of Flower Mound.

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 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.

ORDINANCE NO. _____

2

SECTION 2

The Town of Flower Mound hereby adopts the International Fire Code, 2021 edition, including Appendix Chapters B, C, D, E, F, G, H, I, K, L, M, and N, as amended herein.

SECTION 3

From and after the effective date of this Ordinance, each section of Chapter 38 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "*Fire Prevention and Protection*" is hereby deleted and replaced with, or amended to add as appropriate, the following provision sections:

"CHAPTER 38 - FIRE PREVENTION AND PROTECTION"**Sec. 38-1. International Fire Code Adopted**

The International Fire Code, 2021 edition, including Appendix Chapters B, D, E, F, G, H, I, K, L, M, and N, copies of which are on file in the office of the town secretary, are hereby adopted and designated as the Fire Code of the town, the same as though the provisions of the International Fire Code, 2021 edition, were copied at length in this section, subject to the deletions, amendments and additions provided in section 38-5.

Sec. 38-2. Temporary restricted areas.

- (a) *Designation; marking.* The chief of the fire department and his designated assistants may from time to time designate temporary restricted areas in case of an ongoing fire, arson investigation, or temporary emergencies which endanger life or property. Such restricted areas shall be visibly marked by three-inch wide yellow tapes placed on the ground surrounding such restricted areas, which tapes shall contain the words "DO NOT CROSS."
- (b) *Entry prohibited, exceptions.* It shall be unlawful for any person other than a member of the fire department or a member of the police department or other law enforcement agency or emergency medical personnel to cross such tapes and enter into such restricted areas.

Sec. 38-3. Enforcement.

The Fire Chief, or his designee, is hereby authorized and directed to enforce all provisions of the Fire Code within the Town's corporate limits and the Town's extraterritorial jurisdiction and in accordance with the Code of Ordinances of the Town of Flower Mound, Texas.

The Fire Code shall be administered and enforced by the Fire Prevention Division, also known as the Fire Marshal's Office, of the Fire Department of the Town of Flower Mound, said division is hereby established and shall be operated under the supervision of the Fire Chief.

ORDINANCE NO. _____

3

The Fire Chief may appoint, with collaboration from the Fire Marshal, such qualified persons to the Fire Marshal's Office as shall be necessary to serve as Inspectors. Each inspector so assigned shall be authorized to enforce the provisions of the Fire Code as set forth in Section 103 of the International Fire Code. The Fire Chief may recommend to the Town Manager the employment of technical specialists, who, if such authorization is made, shall be appointed based on proper qualifications.

Members of the Fire Marshal's Office shall inspect, as often as may be necessary, any building, property, place, or thing in the Town in accordance with Section 104 of the International Fire Code and other relevant sections of the Fire Code.

Sec. 38-4. Definitions.

The following words, terms, and phrases, when used in the Fire Code adopted in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) Whenever the word "jurisdiction" is used in the International Fire Code, 2021 Edition, it shall mean the corporate limits of the Town of Flower Mound, Texas.
- (b) Whenever the phrase "Code Official" or "Fire Code Official" is used in the International Fire Code, 2021 Edition, it shall mean the Fire Chief of the Flower Mound Fire Department or his designee, the Fire Marshal.

Sec. 38-5. Amendments to the International Fire Code, 2021 edition.

The regional amendments to the International Fire Code, 2021 Edition, recommended by the North Central Texas Council of Governments ("NCTCOG Amendments") to repeal and reenact or add sections to the International Fire Code, 2021 Edition, which amendments are attached hereto as Attachment A are hereby adopted by the Town of Flower Mound, Texas, and incorporated herein by reference just as though such amendments were set forth herein in their entirety, to amend the International Fire Code, 2021 Edition. In addition, the following amendments further repeal and reenact or add sections to the International Fire Code, 2021 Edition, adopted in this article for the purpose of consistency with specific past practices and the recommendations of the North Central Texas Council of Governments, and all sections not expressly amended remain in full force and effect as adopted:

- (1) *Section 101.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

101.1 TITLE. These regulations shall be known as the Fire Code of the Town of Flower Mound, hereinafter referred to as "this code."

- (2) *Section 102.1 of the International Fire Code, 2021 edition, is hereby amended to change subparagraph 3 to read as follows and add a new subparagraph number 5 as follows:***

ORDINANCE NO. _____

4

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.
5. The provisions of this code apply to buildings built under the IRC and the IBC.

(3) *Section 102.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:*

Delete the exception.

(4) *Section 102.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:*

102.4 APPLICATION OF OTHER CODES. The design and construction of new structures shall comply with this code and other codes as applicable, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the International Building Code shall be made in accordance therewith.

(5) *Sections 103.1, 103.2, and 103.3 of The International Fire Code, 2021 edition, are hereby amended to read as follows:*

103.1 GENERAL. The Fire Code shall be enforced by the Fire Prevention Division, also known as Fire Marshal's Office (FMO). The Prevention Division is hereby established as a division of the Fire Department of the Town of Flower Mound, Texas and shall operate under the direction of the Fire Marshal of the Fire Department. The function of this division shall be the implementation, administration, and the enforcement of the provisions of this Code.

103.2 APPOINTMENT. The Fire Marshal in charge of the Fire Marshal's Office (FMO) shall be appointed by the Fire Chief of the Town of Flower Mound on the basis of proper qualifications.

103.2.1 FIRE MARSHAL'S OFFICE PERSONNEL. The members of the Fire Marshal's Office, being duly sworn officers for The State of Texas, shall have the powers and rights of a police officer in performing their duties under this code and for the Town of Flower Mound.

(6) *Section 104.1 of the International Fire Code, 2021 edition, is hereby amended to add a second paragraph to read as follows:*

Under the Fire Chief's direction, the Fire Marshal's Office is authorized to enforce all ordinances of the Town pertaining to:

1. the prevention of fires.
2. the suppression or extinguishment of dangerous or hazardous fires.

ORDINANCE NO. _____

5

3. the storage, use, and handling of hazardous materials.
4. the installation and maintenance of automatic, manual, and other private fire alarm systems and fire-extinguishing equipment.
5. the maintenance and regulation of fire escapes.
6. the elimination of fire hazards on land and in buildings, structures, and other property, including those under construction.
7. the maintenance of means of ingress and egress.
8. the investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials; and
9. the investigation of the cause, origin, and circumstances of explosions.

(7) ***Section 104.3.1 of The International Fire Code, 2021 edition, is hereby amended adding a sentence to the end of the paragraph to read as follows:***

104.3.1 WARRANT. (Preceding text remains unchanged). The Fire Marshal or authorized representative is authorized to obtain a warrant for the inspection of a building or premises pursuant to Texas Code of Criminal Procedure article 18.05, as amended.

(8) ***Section 104.12 of the International Fire Code, 2021 edition, is hereby amended by adding Sections 104.12.4, 104.12.5, and 104.12.6, to read as follows:***

104.12.4 UTILITIES. The Chief or any member of the Fire Department shall have the authority, in time of emergency, to order the disconnection of gas or electrical utilities to a building or structure when deemed necessary for the public safety, without liability therefor.

104.12.5 EVACUATION. The Chief or any member of the Fire Department shall have the authority, in time of emergency, to order the evacuation of a building or structure when deemed necessary for the safety of occupants thereof, and it shall be unlawful for any person to refuse to evacuate upon such order, or to resist or obstruct the evacuation of other persons.

104.12.6 DISASTER AUTHORITY. The Chief or any members of the Fire or Police Department shall have the authority during the period of a federal, state or town emergency or disaster declaration to evacuate areas, control traffic or take other action, or take no action as necessary to deal with a situation when such action or inaction may save lives, prevent human suffering, or mitigate property damage. An action or inaction is "effective" if it in any way contributes or can reasonably be thought to contribute to preserving lives or property or prevent human suffering.

(9) ***Section 105.5 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

ORDINANCE NO. _____

6

105.5. REQUIRED OPERATIONAL PERMITS. The Fire Code Official is authorized to issue operational permits for the operations set forth in Sections 105.5.1 through 105.5.54.

- (10) Section 105.5.29 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

105.5.29 LP-GAS. An operational permit is required for:

1. Storage and use of LP-Gas.

Exception: a permit is not required for individual containers with a 20-gallon (9.0 kg) water capacity or less serving occupancies in Group R-3.

2. Operation of cargo tankers that transport LP-Gas.

- (11) Section 105.5.49 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

105.5.49 TEMPORARY MEMBRANE STRUCTURES AND TENTS. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area of 400 square feet or greater.

Exceptions:

Tents used exclusively for recreational camping purposes.

{Remaining exceptions deleted}

- (12) Section 105.5.49 of the International Fire Code, 2021 edition, is hereby amended by adding 105.5.49.1 to read as follows:**

105.5.49.1 COOKING TENT. An operational permit is required for the operation of a cooking tent.

- (13) Section 105.5 of the International Fire Code, 2021 edition, is hereby amended by adding the following:**

105.5.53 MODEL ROCKETRY. An operational permit is required for the demonstration and use of model rockets, in accordance with NFPA 1122.

105.5.54 FIRE FIGHTER AIR REPLENISHMENT SYSTEM. An operational permit is required to maintain a FARS.

- (14) Section 105.6 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

ORDINANCE NO. _____

7

105.6 REQUIRED CONSTRUCTION PERMITS. The Fire Code Official is authorized to issue construction permits for work set forth in Sections 105.6.1 through 105.6.27.

- (15) Section 105.6 of the International Fire Code, 2021 edition, is hereby amended by adding sections 105.6.24 through 105.6.27 to read as follows:**

105.6.24 TEMPORARY MEMBRANE STRUCTURES AND TENTS. A construction permit is required to erect an air-supported temporary membrane structure, a temporary special event structure or a tent having an area of 400 square feet or greater.

Exceptions:

Tents used exclusively for recreational camping purposes.

105.6.25 ELECTRONIC ACCESS CONTROL SYSTEMS. Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.6.26 FIRE FIGHTER AIR REPLENISHMENT SYSTEM. A construction permit is required for installation of or modification to a FARS. The construction permit application shall include documentation of an acceptance and testing plan as specified in Section L105.

105.6.27 EMERGENCY AND STANDBY GENERATORS. Construction permits are required for the installation or modification of an emergency or standby generator, as specified in Section 1203.

- (16) Section 107.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

Delete this section in its entirety.

- (17) Section 107.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

107.4 WORK COMMENCING BEFORE PERMIT ISSUANCE. Any person, firm, partnership, corporation, association, or other entity who commences any work, activity, or operation regulated by this code before obtaining the necessary permits shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in the sum of not more than \$2,000.00, and each day work continues shall constitute a separate and distinct violation.

ORDINANCE NO. _____

8

- (18) ***Section 108.2.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

108.2.1. INSPECTIONS REQUEST. It shall be the duty of the permit holder or his duly authorized agent to notify the Fire Marshal when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. The permit holder shall schedule all necessary inspections at least 48 hours in advance. If the inspection fails to pass and a return inspection is necessary the return inspection shall constitute a re-inspection, and an additional fee will be assessed on the second re-inspection and each subsequent re-inspection in accordance with Section 38-10, "Schedule of Fees," Table 107, of Chapter 38, Fire Prevention and Protection, re-inspection fee.

- (19) ***Section 108.2 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 108.2.3 to read as follows:***

108.2.3 INSPECTION FEES APPLICABILITY. The Fire Chief or his designated representative shall inspect all buildings, premises, or portions thereof as often as may be necessary. Inspection fees shall be in accordance with Section 38-10 "Schedule of Fees," of Chapter 38, Fire Prevention and Protection. If the Fire Chief or his designee is required to make follow-up inspections after the initial inspection and re-inspection to determine whether a violation or violations observed during the previous inspection have been corrected, a fee shall be charged. The occupant, lessee, or person making use of the building or premise shall pay said fee or fees within thirty (30) days of being billed as a condition to continued lawful occupancy of the building or premise.

- (20) ***Section 111.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

111.1 APPEALS. Whenever the Fire Code Official shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of this Code do not apply or that the true intent and meaning of this Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the code official to the Fire Chief within thirty (30) days from the date of the decision appealed.

- (21) ***Section 112.3.5 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 110.3.5 to read as follows:***

112.3.5 CITATIONS. It is the intent of this department to achieve compliance by the traditional means of inspection, notification, granting of reasonable time to comply and re-inspection. After all reasonable means to gain compliance have failed, or when a condition exists that causes an immediate and/or extreme threat

ORDINANCE NO. _____

9

to life, property or safety from fire or explosion, the Fire Chief or his designee who has the discretionary duty to enforce a code or ordinance may issue a notice to appear (citation) for the violation. Citations shall be issued only by qualified personnel as designated by the Fire Chief.

Notwithstanding any other provision of this Code or of the International Fire Code a citation may be issued without prior notice and the opportunity to correct the condition or violation.

(22) Section 112.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

112.4 VIOLATION PENALTIES. Any person, firm, partnership, corporation, association, or other entity violating any provision of this article or of any Code provision adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$2,000.00, and when not otherwise specified, each day that prohibited conditions are allowed, kept, or maintained shall constitute a separate and distinct violation.

(23) Section 112.4 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 112.4.2 to read as follows:

112.4.2 APPLICABILITY. A person, firm, partnership, corporation, association, or other entity shall be presumed to be the violator if the person, firm, partnership, corporation, association, or other entity is the owner of occupant of the subjected property, exercises actual or apparent control over the subject property, or is listed as the water customer of the Town for the subject property.

(24) Section 112.4 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 112.4.3 to read as follows:

112.4.3 VIOLATION PENALTIES. Members of the Fire Prevention Division may issue citations or file complaints in Municipal Court as necessary for violations of the Fire Code or this article. Each day a violation continues shall be deemed a separate offense. Said violations shall be punishable by payment of a fine not to exceed \$2,000.00 dollars as determined by the judge or jury of the Town of Flower Mound Municipal Court.

(25) Section 113.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

113.4 FAILURE TO COMPLY. Any person, firm, partnership, corporation, association, or other entity who shall continue any work after having been served with a stop work order, except any work as that person is directed to perform to remove a violation or unsafe condition, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in a sum of not more than \$2,000.00,

and each day such violation continues shall constitute a separate and distinct violation.

- (26) ***Section 202 of the International Fire Code, 2021 edition, is hereby amended to add certain new definitions to be inserted in the existing list of definitions in alphabetical order and to amend certain of the current definitions, in whole or in part, to read as follows:***

ADDRESSABLE FIRE DETECTION SYSTEM. Any system capable of providing identification of each individual alarm-initiating device. The identification shall be in plain English and as descriptive as possible to specifically identify the location of the device in alarm. The system shall have the capability of alarm verification.

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include, but not limited to, the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ANALOG INTELLIGENT ADDRESSABLE FIRE DETECTION SYSTEM. Any system capable of calculating a change in value by directly measurable quantities (voltage, resistance, etc.) at the sensing point. The physical analog may be conducted at the sensing point or at the main control panel. The system shall be capable of compensating for long-term changes in sensor response while maintaining a constant sensitivity. The compensation shall have a preset point at which a detector maintenance signal shall be transmitted to the control panel. The sensor shall remain capable of detecting and transmitting an alarm while in maintenance alert.

ATRIUM. An opening connecting three or more stories... *{remaining text unchanged}*

BONFIRE is a large outdoor fire utilized for recreational or ceremonial purposes.

COOKING TENT. A tent or multiple tents without sidewalls or drops, with an aggregate area of no greater than 200 square feet that is used to cover cooking appliances or devices and is not occupied by the public. Cooking tents shall meet NFPA 701.

DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency.

ORDINANCE NO. _____

11

Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE CODE OFFICIAL. the Fire Marshal or other designated authority appointed by the Fire Chief with the duties of administration and enforcement of the code, or a duly authorized representative.

FIRE DEPARTMENT. the Town of Flower Mound Fire and Emergency Services Department.

FIRE MARSHAL'S OFFICE (FMO). The Fire Prevention Division within the Town's Department of Fire and Emergency Services.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the Fire Code Official, for the purpose of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purpose by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein... {remainder of text unchanged}.

HIGH-PILED COMBUSTIBLE STORAGE. Storage of combustible materials in closely packed piles or combustible materials on pallets, in racks or on shelves where the top of storage is greater than 12 feet (3658 mm) in height. When required by the Fire Code Official, high-piled combustible storage also includes certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets, and similar commodities, where the top of storage is greater than 6 feet (1829 mm) in height.

Any building exceeding 4,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum storage height.

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet above the lowest level of fire department vehicle access.

JURISDICTION. Is the Town of Flower Mound, Texas.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such a lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

ORDINANCE NO. _____

12

SINGLE-FAMILY RESIDENTIAL, ATTACHED DWELLING UNIT. A single-family attached residential unit is a building on an individual lot or tract of land intended for occupancy by one family that shares one or more common walls with similar adjacent units, also on individual lots such as townhomes, condominiums, or brownstones.

STANDBY PERSONNEL. Qualified fire service personnel approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief or his designee. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware.

WORK AREA. The portion or portions of a building consisting of all reconfigured spaces as indicated on the construction documents. Work area excludes other portions of the building where incidental work entailed by the intended work must be performed and portions of the building where work not initially intended by the owner is specifically required by this or other codes.

(27) Section 202 is hereby amended by adding the following sentence to the end of the current definition of "Manual Dry" under the heading "STANDPIPE, TYPE OF":

The system must be supervised as specified in Section 905.2.

(28) Section 301.1 of the International Fire Code 2021 edition, is hereby amended to read as follows:

ORDINANCE NO. _____

13

301.1. SCOPE. The provisions of this chapter shall govern the occupancy and maintenance of all structures, premises, and property for precautions against fire, the spread of fire, and life safety and the general requirements of fire and life safety.

- (29) *Section 302.1 of the International Fire Code, 2021 edition, is hereby amended, in part, to add to and revise the existing definitions contained in Section 302.1 by inserting the following definitions, in alphabetical order:*

BONFIRE is a large outdoor fire utilized for recreational or ceremonial purposes.

INCINERATOR BURNING shall be defined as the burning of natural materials within an enclosed combustion chamber constructed of brick, concrete, hollow tile, metal, or other fire resistive material and shall be equipped with a spark arrestor.

- (30) *Section 305 of the International Fire Code 2021 edition, is hereby amended to add a new Section 305.6 and Section 305.6.1 to read as follows:*

305.6 OUTDOOR WELDING. All welding processes within the Town of Flower Mound shall require an operational permit as established in Section 105.6. A 30-foot radius shall be established that is free of all combustible materials. A fire watch shall be established. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as a water barrel, garden hose or water truck with a ready water supply, shall be available for immediate utilization.

305.6.1. WEATHER CONDITIONS. Outdoor welding shall not be performed when the wind speed is 15 miles per hour (mph) or greater. The relative humidity at the time work is being performed must be 25 percent or higher.

- (31) *Section 305 of the International Fire Code 2021 edition, is hereby amended to add a new Section 305.7 read as follows:*

305.7. OUTDOOR FIRE PITS. All fire pits shall be constructed in a manner consistent with good engineering and construction practices. The fire pit shall not be installed within 10 feet of adjoining property lines, 15 feet from a residence and 10 feet from other combustible materials. The maximum diameter of a fire pit shall be 3 feet, unless approved by the Fire Marshal.

Exception:

Natural gas fueled fire pits may be installed closer than 15' from residence if approved by the Fire Code Official.

- (32) *Section 307.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:*

ORDINANCE NO. _____

14

307.1 GENERAL. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5 of this code and Sec 38-12 entitled “*General Requirements for Outdoor Burning*” of Chapter 38, *Fire Prevention and Protection*.

(33) Section 307.1.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

307.1.1 PROHIBITED OPEN BURNING. Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

(34) Section 307.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

307.2 PERMIT REQUIRED. A permit shall be obtained from the Fire Code Official in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the Fire Code Official.

(35) Section 307.2 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 307.2.2 to read as follows:

307.2.2. PERMIT TIMELINES. Open burning permits shall be in effect for a period of four (4) weeks from the date of issuance. A two-week extension may be obtained by requesting the permit time be extended prior to the expiration date of the then existing permit. For a tract of land, under common ownership, of 40 acres or larger; the permit shall be in effect for a period of two (2) months. An extension of one month for a 40-acre tract of land may be obtained by requesting the permit time to be extended prior to the permit expiring.

Recreational burn permits shall be in effect for the time specified on the permit not to exceed one week.

Incinerator permits shall last 90 days from the date of issuance and an extension of 90 days may be obtained by requesting an extension prior to the expiration date.

ORDINANCE NO. _____

15

- (36) ***Section 307.3. of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

307.3 EXTINGUISHMENT AUTHORITY. The Fire Code Official is authorized to order the extinguishment by the permit holder, another person responsible, or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

- (37) ***Section 307.3 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 307.3.1 to read as follows:***

307.3.1 ENFORCEMENT OF OUTDOOR OR OPEN BURNING VIOLATIONS. When conduct involving outdoor or open burning violates both a provision of this Fire Code and an applicable rule of the Texas Commission on Environmental Quality, such conduct may only be prosecuted or enforced under this Fire Code if the violation is the first such violation and does not involve the burning of heavy oils, asphaltic materials, potentially explosive materials, or chemical wastes. Second or subsequent violations as well as violations involving the burning of substances described by this Section shall be enforced under the following state law provisions, as applicable: Texas Water Code Section 7.187, as amended; Texas Health and Safety Code Section 382.018, as amended; and Title 30, Texas Administrative Code, Chapter 111, Subchapter B, as amended.

- (38) ***Section 307.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

307.4. LOCATION. The location for open burning shall be not less than 500 feet from any structure, fence, property line, or other combustibles. Provisions shall be made to prevent the fire from spreading to within 500 feet of any structure, fence, property line, or other combustibles; and conditions which could cause a fire to spread within 500 feet of a structure, fence, property line, or other combustibles shall be eliminated prior to the issuance of the permit. The size of any burn pile shall not exceed 5 feet in diameter and 5 feet in height.

Exception: Fires in approved incinerators that are not less than 20 feet from a structure or other combustible materials.

- (39) ***Section 307.4.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

307.4.1. BONFIRES. A bonfire shall not be conducted within the Town's corporate limits.

- (40) ***Section 307.4.3, of the International Fire Code, 2021 edition, is hereby amended to add Exception #2 to read as follows:***

Exceptions:

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

(41) Section 307.4 of the International Fire Code, 2021 edition, is hereby amended to add Sections 307.4.4 and 307.4.5 and 307.4.6 to read as follows:

307.4.4. PERMANENT OUTDOOR FIRE PIT. Permanently installed outdoor fire pits for recreational fire purposes shall not be installed within 10 feet of structure or combustible material.

Exception:

Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

307.4.5. TRENCH BURNS. Shall not be allowed in The Town of Flower Mound.

307.4.6. INCINERATOR FIRES. A fire within an incinerator shall not be conducted within 20 feet of a structure or other combustible material. Conditions which could cause a fire to spread within 20 feet of a structure or other combustible material shall be eliminated prior to ignition. Burning in an incinerator shall not be permitted on lots or tracts of land less than two acres in size. Fire must be entirely contained within the approved container with a spark arrestor in place at all times.

(42) Section 307.5 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

307.5. ATTENDANCE. Open burning, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water, barrel, garden hose, or water truck, shall be available for immediate utilization.

(43) Section 307 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 307.6 to read as follows:

307.6. BURN BAN. If it is determined that atmospheric conditions i.e., ozone action days, extended drought, or other conditions exist that make it necessary to limit outdoor processes which may cause a fire, a burn ban can be instituted. The Fire Chief or his authorized representative under an executive order shall issue an emergency declaration instituting a burn ban for all properties within the Town of Flower Mound. The burn ban shall prohibit all outdoor activities and/or processes that may start a fire. Such outdoor activities and/or processes shall include but are not limited to open burning, incinerator burning, recreational burning, outdoor

ORDINANCE NO. _____

17

welding, outside use of torches or other cutting devices that emit sparks, charcoal grills, fireworks, and outdoor fireplaces or fire pits.

- (44) Section 307 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 307.7 to read as follows:**

307.7. POSTING A DECLARATION OF A BURN BAN. The emergency declaration specified in section 307.6 shall be posted or published in the following locations:

- Official Town of Flower Mound Newspaper
- Town of Flower Mound website
- Denton County Emergency Services website

- (45) Section 307 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 307.8 to read as follows:**

307.8. VIOLATION. Persons who violate a burn ban by igniting a fire, engaging in one of the prohibited activities or allowing a prohibited activity to be carried out on property under his or her control shall be guilty of a misdemeanor offense, punishable by a fine of not less than \$500.00 or more than \$2,000.00 for each offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (46) Section 308.1.4 of the International Fire Code, 2021 edition, is amended to read as follows:**

308.1.4 OPEN-FLAME COOKING DEVICES. Open-flame cooking devices, charcoal grills, and other similar devices used for cooking shall not be located or used on combustible balconies, decks, sidewalks or within 10 feet (3048 mm) of combustible construction or opening to a building.

Exceptions:

Where the cooking device is gas-fueled and meets one of the following conditions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pounds (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100lbs. (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Multifamily dwellings, where buildings, balconies and decks are protected by an approved automatic sprinkler system, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an

ORDINANCE NO. _____

18

aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.

3. {no change}

(47) Section 308.1.5; of the International Fire Code, 2021 edition, is hereby amended to read as follows:

308.1.5 LOCATIONS NEAR COMBUSTIBLES. Open flames such as from candles, lanterns, kerosene heaters, and gas-fired heaters shall not be located on or near decorative material or similar combustible materials. Luminaria Bags with candles are prohibited.

(48) Section 308.1.6.2 of the International Fire Code, 2021 edition, Exception #3 is hereby amended to read as follows:

Exceptions:

4. Torches or flame producing devices in accordance with Section 308.1.3.

(49) Section 308.1.6.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

308.1.6.3 SKY LANTERNS. A person shall not release or cause to be released any untethered unmanned free-floating devices containing an open flame or other heat source such as, but not limited to, a sky lantern.

(50) Section 311.5 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

311.5 PLACARDS. The Fire Code Official is authorized to require marking of any vacant or abandon buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards as required by Section 311.5.1 through 311.5.5.

(51) Section 401 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 401.9 to read as follows:

401.9 FALSE ALARMS AND NUISANCE ALARMS. False alarms and nuisance alarms shall not be permitted to be given, signaled, or transmitted in any manner.

ORDINANCE NO. _____

19

- (52) ***Section 401 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 401.9.1 to read as follows:***

401.9.1 VIOLATIONS. False alarms as defined by this ordinance and the Texas Penal Code, Section 46.02, shall be enforced according to the corresponding legal procedures. False alarms as defined by the Code of Ordinances of the Town of Flower Mound, Texas, Sec 38-6 " False Fire Alarms" shall be governed by said ordinance.

- (53) ***Section 403.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

403.4 GROUP E OCCUPANCIES. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both Group E occupancies and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Section 403.4.1 through 403.4.3.

- (54) ***Section 404.2.2 of the International Fire Code, 2021 edition, is hereby amended to add a new subsection 4.10 to read as follows:***

4.10 Fire extinguishing system controls.

- (55) ***Section 405.5 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

405.5 TIME. The Fire Code Official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying condition to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. No Change
2. No Change
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

- (56) ***Section 501.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

501.4 TIMING OF INSTALLATION. When fire apparatus access roads or water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

- (57) Section 503.1.1 of the International Fire Code, 2021 edition, is hereby amended to insert the following language beginning in a new paragraph situated between the end of the current paragraph and the list of exceptions:**

For purpose of design, measurements shall not utilize arterial/thoroughfare, or collector/distributor roads as apparatus access roads.

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten foot (10') wide unobstructed level pathway around the external walls of the structure and all barriers. Pathway shall be a level and traversable surface and shall not exceed 3% grade. A continuous row of parking between the fire lane and the structure shall be considered a barrier. Landscaping and screening may also be considered a barrier based upon the location of type. Fire apparatus access roads shall not travel under or through an area covered with an awning, canopy, carport, porte-cochere, or covered structure.

The provisions of this section notwithstanding, fire lanes may be required to be located within thirty feet (30') of a building if deemed to be reasonably necessary by the Fire Chief to enable proper protection of the building.

- (58) Section 503.1.2. of the International Fire Code, 2021 edition, is hereby amended to add a sentence to read as follows:**

The Fire Code Official is also hereby authorized and empowered to establish and designate fire lanes as deemed necessary for the proper ingress and egress of emergency vehicles. Any fire lane designated by the Fire Marshal shall become effective as of the date so designated.

- (59) Section 503.1 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 503.1.4 to read as follows:**

503.1.4. EXISTING FIRE LANES. Any fire lane that has been established prior to passage of the ordinance from which this article is derived and designated by the Fire Marshal or that has been established by a separate ordinance shall be a fire lane for all intents and purposes and shall be maintained as required by this code.

- (60) Section 503.1 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 503.1.5 to read as follows:**

503.1.5 RESIDENTIAL SUBDIVISIONS. The maximum dead-end cul-de-sac length shall not exceed seven hundred and fifty feet (750') as measured from the centerline of the intersecting street to the center point of the radius.

Exception:

Where an approved automatic fire suppression system is installed per Section 903 is provided.

ORDINANCE NO. _____

21

- (61) ***Section 503.2.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

503.2.1 DIMENSIONS. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 16 feet. Where a fire hydrant is situated on or adjacent to a fire lane, or a fire apparatus access road, the minimum unobstructed width of the fire lane or fire apparatus access road shall be 26 feet. Fire lanes where there is "opposed" parking shall have an unobstructed width of not less than 26 feet.

Fire lane dimensions established by Appendix D, or other sections of this Code, shall be superseded by the criteria established by this section.

The requirement of Section D105 shall remain unchanged.

- (62) ***Section 503.2.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

503.2.2 Authority. The Fire Code Official shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue response or where they are necessary to meet public safety objectives of the jurisdiction.

- (63) ***Section 503.2.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

503.2.3 SURFACE. Construction of all fire lanes shall be in accordance with the current Town of Flower Mound Street Design Manual and this section.

Fire lanes shall be constructed of a surface capable of supporting the imposed loads of an 85,000 lb. fire apparatus. The design shall be based on standards as published in Chapter 32 of the most current version of the Engineering Design Criteria and Construction Standards for the Town of Flower Mound. In no event shall speed bumps, speed humps, or other "traffic-calming" devices be placed, installed, or located in the fire lane or fire apparatus access road unless approved by the Fire Code Official.

All fire lanes shall be maintained and kept in a good state of repair at all times by the owner and the Town of Flower Mound shall not be responsible for the maintenance thereof. It shall further be the responsibility of the owner to ensure that all fire lane markings required by Section 503.3 be kept so that they are easily distinguishable by the public.

- (64) ***Section 503.2.3 of the International Fire Code, 2021 edition, is hereby amended to add Section 503.2.3.1 to read as follows:***

503.2.3.1 MAINTENANCE GENERALLY.

ORDINANCE NO. _____

22

1. The Fire Code Official shall report any damaged, worn or poorly maintained surface conditions, markings, or signs to the owner or person in control of property upon which a fire lane exists and shall issue instructions for repair.
2. It shall be unlawful for the owner or person in control of property upon which a fire lane has been designated or exists to fail to maintain the surface of the fire lane in good condition, free of potholes and other non-approved obstructions.
3. It shall be unlawful for the owner or person in control of property upon which a fire lane has been designated or exists to fail to maintain any marking of the fire lane as required by this code in a condition that is not clearly legible.

(65) Section 503.2.4 of the International Fire Code, 2021 edition, is hereby amended as follows:

503.2.4. TURNING RADIUS. The required turning radius of a fire apparatus access road shall be a minimum of 25 feet inner radii and 45 feet exterior radii or as determined by the Fire Code Official.

(66) Section 503.2.5 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

503.2.5 DEAD ENDS. Dead-end fire apparatus access roads shall be provided with an approved fire apparatus turn around.

(67) Section 503.2.7 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

503.2.7. GRADE. The grade of the fire apparatus access road shall be no greater than 8% percent in grade based on the fire department's apparatus.

(68) Section 503.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

503.3 MARKING. Striping, signs, or other markings, when approved by the Fire Code Official, shall be provided for fire apparatus access roads to identify such roads, or prohibit the obstruction thereof. Striping, signs, and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility.

1. Striping - Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four-inch (4") white letters at 25-

ORDINANCE NO. _____

23

foot (25') intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on both the horizontal and vertical faces of the curb.

2. Signs - Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve inches (12") wide and eighteen inches (18") high. Signs shall be painted on a white background with letters and borders in red, using not less than two-inch (2") lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Code Official.

(69) Section 503.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

503.4. OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS. Fire apparatus access roads shall not be obstructed in any manner, including parking, stopping, or standing or by any non-emergency vehicle, whether attended or unattended. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. The operator of a premise shall maintain, free of obstruction, all fire lanes on his premises. No person may mark, post, or otherwise identify a non-fire lane private vehicular passageway as a fire lane or in such a manner as tends to create confusion as to whether the passageway is a fire lane. Any unauthorized vehicle in a fire lane is:

1. Subject to removal from the premises by the operator of the premises, with the expense of removal and storage to be borne by the registered owner of the vehicle.
2. Subject to citation, as well as removal from the premises, by the Fire Marshal, or his designee or a police officer, with the expense of removal and storage to be borne by the registered owner of the vehicle; and
3. Prima facie evidence that the person in whose name the vehicle is registered is guilty of a violation of the parking provisions of this section.

(70) Section 503.4.2 of the International Fire Code, 2021 edition, is hereby added to read as follows:

503.4.2 FIRE LANE VIOLATIONS

1. The registered owner of a vehicle parked or standing in a fire apparatus access road shall be presumed to be the violator and may be held jointly and severally liable for the violation.
2. A person, firm, partnership, corporation, association, or other entity shall be presumed to be the violator and may be held jointly and severally liable for the violation if the person, firm, partnership, corporation, association, or other entity is the owner of, custodian of, or otherwise

exercises actual or apparent control over equipment, materials, or other objects obstructing a fire apparatus access road.

3. The owner, occupant, or leaseholder of the property or business directly adjacent to the portion of the fire apparatus access road obstructed shall be presumed to be the violator and may be held jointly and severally liable.

(71) Section 503.6 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

503.6 SECURITY GATES AND BARRICADES. The installation of security gates across a fire apparatus access road shall be approved by the Fire Code Official or his designee. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200. Where permitted by the fire code official, to allow the incorporation of limited access control gates across dedicated or designated fire lane easements, to ensure that emergency access routes are maintained unobstructed and that emergency vehicles are not delayed entering these properties, a separate permit must be applied for each security gate and/or barricade and must comply with the following, existing gates and or barricades shall have no greater than 12 months to comply with Sections 503.6.1 – 503.6.3.3.8

503.6.1 PERMIT REQUIRED. Prior to the installation of a gate system that extends across a fire lane, the owner or person in charge of the property must obtain a permit from the fire code official. Plans for gate systems shall be submitted to the Fire Marshal's Office for review and approval before a permit is issued. Such plans shall be of standard blueprint quality, drawn to a standard scale, listing all details, specifications, or diagrams necessary to provide a description of the work to be done and the gates mechanical operation. The permit may be revoked if the permit holder fails to maintain the gate system(s) in good working order, which may cause the delay or obstruction of emergency services gaining immediate access to the property. The fire code official may require the gates to remain open if any of the required devices are not working in accordance with Section 503.

503.6.2 DEFINITIONS. Unless otherwise expressly stated, the following words and terms shall, for purposes of subsection 503.6, have the meanings set forth below:

SECURITY GATE/PRIVACY GATE/LIMITED ACCESS GATES. Any vehicle access way from a public street to private property which has an access gate that limits or controls vehicle access onto the property.

GATE SYSTEM. A gate system includes each drive gate, pedestrian gate, operating mechanism, receiver, electrical system, chain, belt, pulley, all hardware

appliances and all other types of equipment or items necessary for each gate to function as intended and described herein.

PRIMARY DRIVE GATE TYPE. The primary drive gate type that may be installed across fire lanes shall be the sliding type. If the installation of sliding gates is not possible due to the layout of the property or buildings thereon, alternate types of gate installations may be considered.

MAIN GATE. The gate and entryway designed as the primary entrance for guests, residents, deliveries, employees, patrons, etc.

OWNER. A person, corporation partnership, association, or any other similar entity.

PRIMARY EMERGENCY ACCESS. The drive or access point designed as the primary point or one of several primary points of ingress/egress for emergency vehicles.

SECONDARY EMERGENCY ACCESS. The drive or access point designed as a secondary or back-up means of ingress/egress for emergency vehicles.

503.6.3 GENERAL REQUIREMENTS. All limited access drives from public streets shall be designed to accommodate emergency service vehicles (fire- police-medical). All limited access drives will be designated as either a primary or secondary emergency access way, as determined by the fire code official. The primary means of gate operation shall be by an approved GTT Opticom® light attenuated opening device. The light attenuated device shall be located on top of the gate or in a location not less than 9 feet tall as to prevent tampering with the equipment. An exit loop shall be provided a minimum of 14 feet from the gate if an exit loop is installed. Commercial buildings shall adhere to these requirements also. In the event of an operation failure, the gate shall open by means of the key switch that is mounted on the keypad or other approved location. Upon activation of the key switch, the affected gate shall automatically open to a lock-open and disabled condition. The gates shall remain open for a period of 20 minutes after emergency activation. Numeric keypads shall be installed at a readily accessible location at each automated drive gate for public safety personnel who may require entry in other emergencies. The numbers making up the entry code shall be determined by the fire Marshal and shall be consistent on all gate systems installed throughout the Town. The numbers shall not be changed unless ordered by the Fire Marshal verbally or by written means.

503.6.3.1 FINAL SYSTEM ACCESS (BACK-UP) ELECTRICAL DISCONNECT / CHAIN ACCESS. In the event of an Opticom or key switch failure, the gate shall open by means of an electrical power disconnect switch in a weatherproof box secured by Knox padlock. The gate shall be capable of being physically disconnected from the operator mechanism from either side of the gate. Slider gate chains shall be accessible to be cut and release the gate from the opener mechanism from either side. Swing gates shall have a Pin-Lock Too™ in the

swing arm mechanism secured by a Knox padlock. The padlock shall be accessible from either side of the gate.

503.6.3.2. ELECTRICAL EQUIPMENT PROTECTION. All electrical and electronic equipment shall be protected from physical damage and weather by approved watertight boxes or housings.

503.6.3.3 PERFORMANCE TESTS. Gates and gate systems shall be tested upon completion of the installation of a gate or gate system or when required by the fire department. Failure of a gate or gate system test will require that all affected gates shall be chained and locked in the open position until repaired and retested.

503.6.3.3.1 PERFORMANCE TEST OBSERVATION. The Fire Marshal's Office shall observe all required tests.

503.6.3.3.2 APPLICATION FOR KNOX COMPANY EQUIPMENT (KEY BOX, KEY SWITCH, PADLOCK) Key boxes, key switches and padlocks must be obtained from the Knox Company. Flower Mound receives no payment or gratuity from the Knox Company for this franchise.

503.6.3.3.3 OPTICOM GATE OPENINGS SYSTEM. All primary emergency access gates shall be equipped to operate with an approved GTT Opticom® light attenuated opening device, "Knox" key switch and fail-safe manual back-up or automatic release in the event of a failure of the electrical or mechanical system. The key switch shall be located on a keypad pedestal or call box as approved by the fire code official. All drive gates shall be equipped with a numeric keypad programmed with a code determined by the Fire Marshal.

503.6.3.3.4. AUTOMATED SECONDARY EMERGENCY ACCESS GATES. All automated secondary emergency access gates shall be equipped to operate with the Knox key switch mounted on a keypad pedestal and have an electrical disconnect contained within an approved box secured by a Knox padlock to allow manual opening of the gate by emergency personnel. All manual secondary emergency access gates shall open by means of a Knox padlock.

503.6.3.3.5 ACCOMMODATION OF OTHER SERVICES. Provisions shall be made to accommodate other services including, but not limited to, Flower Mound Police, Public Works, Sanitation Services and Utility Services Departments, as well as the United States Postal Service.

503.6.3.3.6 SPECIFIC REQUIREMENTS. The minimum clear opening width shall be not less than 24 feet and a minimum unobstructed height of 16 feet shall be maintained.

503.6.3.3.6.1 LIMITED ACCESS GATES. Limited access gates shall be designed and constructed in a workman-like manner. Gate materials shall be approved by the fire code official. Pedestrian gates shall open fully with a minimum clear span of 48 inches and be provided with a latch or other means of securing them in the open position. Automated pedestrian gates shall open freely upon loss of power. When required by the Fire Marshal, one or multiple pedestrian gates shall be released by a Knox Lock or by a key switch mounted in an approved box.

503.6.3.3.7 PRIMARY SYSTEM ACCESS (EMERGENCY) - OPTICOM SYSTEM.

Emitter receivers shall be located at each primary access gate or point as deemed necessary by the fire code official. Upon receiving the transmission of the emitter signal at any drive gate the affected gate shall automatically open.

503.6.3.3.8 SECONDARY SYSTEM ACCESS (BACK-UP) KEY SWITCH. In the event of power failure, the gate shall open by means of a battery back-up system. The gate may either open automatically or be designed to provide multiple openings through a battery powered system.

(72) Section 503.7 of the International Fire Code, 2021 edition, is hereby added to read as follows:

503.7 PREEMPTION DEVICE. When mechanically operated gates or barriers are provided, or required, across a fire apparatus access road, an approved bidirectional emergency vehicle traffic preemption device shall be provided compatible with the fire department's apparatus.

(73) Section 505.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

505.1. ADDRESS IDENTIFICATION. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the Fire Code Official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 6 inches (152.4 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, or other sign with approved 6-inch (152.4 mm) height building numerals or addresses and 4-inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20-inch (508 mm) by 30-inch (762 mm) background on border. Address numbers shall be maintained.

Exception:

R-3 Single Family occupancies shall have approved numerals of a minimum 3-1/2 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

ORDINANCE NO. _____

28

- (74) ***Section 505 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 505.4 to read as follows:***

505.4 ADDRESS MARKING IN PARKING GARAGES. An approved sign displaying the building name and address with a minimum 1-inch-high letters and numerals on a contrasting background in new and existing parking garages. The signs shall be located in each elevator lobby and at the entrance to each stairwell.

- (75) ***Section 506.1 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 506.1.3 to read as follows:***

506.1.3 KNOX BOX LOCATIONS. The key box shall be provided at the entrance to the sprinkler riser room and fire pump room. Additional key boxes shall be placed at the main entrance and other locations of large buildings when determined by the Fire Code Official if it is necessary due to the size and remoteness from the fire sprinkler riser room and/or fire pump room.

- (76) ***Section 507.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

507.4 WATER SUPPLY TEST DATE AND INFORMATION. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within six months of the fire sprinkler plan submittal. The Fire Code Official shall be notified prior to the water supply test. Water supply tests may be witnessed by the Fire Code Official as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the Fire Code Official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

- (77) ***Section 507.5.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

507.5.4. OBSTRUCTION. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage, and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

- (78) ***Section 507.5 of the International Fire Code, 2021 edition, is hereby amended to add a new section 507.5.7 to read as follows:***

507.5.7. WHERE REQUIRED. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet from a fire hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Code Official. A minimum of one fire hydrant shall be located within 50 feet of the fire department connection and on the same side of the roadway as the facility or building. Fire hydrants shall be located 5 feet (5') back from fire lane and shall not be located in the bulb of a cul-de-sac or within a turning radius. Dead end lines for hydrant leads shall not exceed more than 50 feet (50') from the underground water main.

Exception:

For Group R-3 and Group U occupancies, the distance requirement shall be 500 feet between fire hydrants along an approved route.

- (79) ***Section 509.1 of the International Fire Code, 2021 edition, is hereby amended to add a new section 509.1.2 to read as follows:***

509.1.2 SIGN REQUIREMENTS. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the Fire Code Official. The letters shall be of a color that contrasts with the background.

- (80) ***Section 509 of the International Fire Code, 2021 edition, is hereby amended to add a new section 509.3 to read as follows:***

509.3 SIGNAGE SPECIFICATIONS. Where signage is required by this section, other provisions of this code, or where required by the Fire Code Official, the construction and design shall comply with Section 512. All required signage shall be approved by the Fire Code Official prior to installation.

- (81) ***Chapter 5 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 511" Radio Signal Booster System Specification" to read as follows:***

SECTION 511

Radio Signal Booster System Specification

511.1. COMMUNICATIONS. In all new and existing buildings in which the type of construction or distance from an operational emergency services antenna or dispatch site does not provide adequate frequency or signal strength as determined by the Fire Code Official, the building owner shall be responsible for providing the equipment, installation, and maintenance of said equipment in a manner to strengthen the radio signal. The radio signal shall meet the minimum

input/output strengths according to the emergency radio system's provider and system manager. All large structures built after the effective date of this code shall be evaluated prior to the issuance of a certificate of occupancy for adequacy of emergency communications inside the structure. If the evaluation fails, the building owner shall at his expense install an approved communications system that will allow emergency responders (fire and police) to communicate from within the building to other responders outside the building. The communication system shall meet the requirements set forth in Section 510 of the current adopted and amended fire code.

(82) Chapter 5 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 512 "Fire Protection & Building Signage" is hereby adopted to read as follows:

SECTION 512

Fire Protection & Building Signage

512.1 SCOPE. The provisions of this chapter shall apply to the installation of directional, equipment and fire protection signage. All outdoor signage shall be secured by mechanical means, adhesives tapes or glues are prohibited.

512.2 REQUIREMENTS. All buildings and structures provided with an approved fire protection system, hazardous materials, high piled storage, fire department access or required by other provisions of this code or the Fire Code Official, shall be provided with signage in the locations set forth in Sections 511.3 through 511.19 and shall be approved by the Fire Code Official prior to installation.

Exception:

This section shall not require existing buildings to be provided with the required signage unless the building is renovated, altered, or as otherwise required by the Fire Code Official or other provisions of this code.

512.3 SIGN SPECIFICATIONS. All signs required by this section shall be in accordance with the following specifications, unless otherwise noted:

1. Minimum size of 12 in. x 12 in.
2. Constructed of a minimum 0.080 aluminum sheet with a minimum 0.75 radius corners.
3. Font style shall be Arial, with all letters capitalized, minimum 3 in. lettering and ½ in. width.
4. Sign face shall be traffic red.
5. Lettering and/or graphics shall be white and reflective.

Exception: The Fire Code Official may approve alternate methods and material.

512.4 FIRE DEPARTMENT CONNECTION. All buildings provided with an approved automatic fire sprinkler system or standpipe requiring a Fire Department Connection (FDC), shall indicate the location of the FDC with appropriate signage as follows:

1. Building and structures in which multiple FDC's will be located within the same subdivision, shall also indicate numerical address, suite numbers served, or other description as approved by the Fire Code Official.
2. When multiple FDC's are provided at a common location to serve different types of fire protection systems, the sign shall further indicate the type of fire protection system served.
3. Where the FDC does not serve the entire building, a sign shall be provided indicating the portions of the building served.

512.4.1 VAULT MOUNTED FDC. Vault mounted FDC's shall have a sign mounted facing the apparatus access road.

1. Signs shall be mounted on the vault facing the apparatus access road.
2. The numerical street number shall be included
3. The letters FDC shall be 4" tall minimum and the address letters & numbers shall be 2" tall minimum white reflective
4. The remote audio/visual alarm device shall be mounted to the vault.

512.4.2 REMOTE MOUNTED FDC. For fire protection systems supplied by a remotely located FDC, a sign shall be permanently mounted as following:

1. Sign shall be located directly adjacent to the FDC.
2. Shall be mounted on a signpost that extends a minimum of 7 feet above grade.
3. The numerical street number shall be included.
4. An Audio/Visual device shall be mounted at the top of the signpost.

512.4.3 FDC PROTECTION. All FDC's shall have a minimum 8-in. x 12 in. red sign with 1 ½ in. white lettering that reads "DO NOT BLOCK - BY ORDER OF THE FIRE MARSHAL" placed directly under the FDC.

512.5 FIRE PROTECTION EQUIPMENT ROOMS. Room containing fire sprinkler riser assemblies and control equipment shall be identified with a 12-in. x 12 in. sign that reads "RISER ROOM STORAGE PROHIBITED". In the fire alarm system control panel and/or other fire protection equipment is located within the same room, the sign shall include lettering identifying all equipment located therein.

512.5.1. MULTIPLE RISER IDENTIFICATION. When multiple risers are located within the same room, or in different locations within the same building, signs shall be provided to indicate the zone or floor served by the riser assembly, or the type of system serving the zone or floor. Signs shall be 8 in. X 8 in. with 2 in. lettering.

512.6 FIRE PUMP TEST HEADER. When a fire pump is provided as part of the fire protection system, a sign shall be provided to differentiate the test header from other equipment. Signs shall be red, a minimum 8 in. x 8 in. with 2 in. white lettering that reads "FIRE PUMP TEST HEADER".

512.7 ROOF ACCESS. For buildings and structures where roof access is not provided from the exterior of the building, a sign shall be provided on the door or room containing the access point. Sign shall be red 8 in. x 8 in. with 2 in. white lettering that reads "ROOF ACCESS".

512.8 WALL & POST INDICATOR VALVES. When a Wall or Post Indicator Valve (PIV) is provided as part of the fire protection system, signs shall be provided to indicate the riser and/or zone controlled by the valve. Signs shall be located directly adjacent to the control valve and shall be either mounted on a signpost or affixed to the exterior of the building.

512.9 FIRE DEPARTMENT ACCESS. In the event that fire department access is so located in an area that is not readily identifiable, or as required by the Fire Code Official, signs shall be provided and located as directed by this section or the Fire Code Official.

512.9.1 ACCESS GATES. When pedestrian access gates are provided, or otherwise required, in order to provide access to a building or facility, a minimum 8 in. x 6 in. red sign with 2 in. white lettering shall be provided on the gate that reads "F.D. ACCESS".

512.9.2 AUTOMATIC ACCESS GATES. When automatic or manual access gates are provided across a fire lane or entry/egress points to a residential subdivision, or otherwise required, in order to provide access to a building, facility or residential subdivision, a minimum 8 in. x 6 in. red sign with 2 in. white lettering shall be provided on the gate that reads "F.D. ACCESS".

512.9.3 EMERGENCY ACCESS EASEMENTS. When automatic or manual access gates are provided across an emergency access easement or fire lane to a residential subdivision, or otherwise required a minimum 8 in. x 6 in. red sign with 2 in. white lettering shall be provided on the gate that reads "F.D. ACCESS".

512.10 HAZARDOUS MATERIALS. When required by other sections of the Fire Code, or the Fire Code Official, an NFPA 704 diamond shall be posted at a location on the premise as approved by the Fire Code Official. The entire sign shall be made of a reflective material.

Exception:

Construction requirements of this section shall not apply, with the exception the sign must be reflective and a minimum of 12 in. x 12 in.

512.11 HIGH-PILED STORAGE. When high piled combustible storage, in accordance with Chapter 23, is present within a building or structure, marking shall be provided as set forth in Sections 512.11.1 through 512.11.3.

512.11.1 STRIPING. A painted red 6-in. wide traffic stripe with 4 in. painted white lettering shall be provided in all areas in which storage exceeds 12 ft., or as required by the Fire Code Official, around the perimeter of the designed storage area. The top of the stripe shall indicate the maximum storage height and shall read as follows "NO STORAGE PERMITTED ABOVE THIS LINE" at 25 ft. intervals.

Exception:

When permitted by the Fire Code Official, a 6 in. wide red stripe with no text may be allowed on the rack structures for non-publicly accessible areas where permanent signs are provided along the walls and racks per Section 511.11.2.

512.11.2 SIGNS. Permanent signs shall be placed on the ends of alternative racks to indicate "MAX. STORAGE HEIGHT XX FEET" and "NO STORAGE ABOVE THIS SIGN", for racks and areas in which a wall is not adjacent to the storage array. Signs shall be 12 in. x 12 in. with 2 in. lettering.

512.12 FLAMMABLE AND COMBUSTIBLE LIQUIDS. When required by this section or other sections of the Fire Code, signs shall be provided as follows to identify the content of the material stored or used. Signs shall be 8 in. x 8 in. with 2 in. lettering.

512.13 FIRE COMMAND ROOM. When a fire command room is provided, an 8-in. x 8 in. red sign with 2 in. white lettering shall be provided to read "FIRE COMMAND ROOM".

512.14 ELECTRICAL ROOM. When an interior electrical room is provided, an 8 in. X 8 in. red sign with 2 in. white lettering shall be provided to read "ELECTRICAL ROOM".

512.15 FIRE ALARM CONTROL PANEL. When the main fire alarm control panel is not located within the riser room, fire command room, or at the main entrance, an 8-in. x 8 in. red sign with 2 in. white lettering shall be provided to read "FIRE ALARM PANEL LOCATED IN"

512.16 SUPPLEMENTARY SIGNS. When supplementary fire alarm system control panels, such as power supplies, special hazards or similar is provided, an 8 in. x 8 in. red sign with 2 in. white lettering shall be provided to read "FIRE ALARM PANEL WITHIN" shall be provided on the entry door.

512.16.1 MECHANICAL ROOM. When an interior mechanical room is provided, an 8 in. X 8 in. red sign with 2 in. white lettering shall be provided to read "MECHANICAL ROOM".

512.17 MISCELLANEOUS SIGNS. Whenever a sign not specifically outlined in this section is required by the Fire Code Official, it shall be constructed in accordance with this section.

512.18. UTILITY SHUT OFF & IDENTIFICATION. Approved numerals of minimum one- inch (1") in height and of a color contrasting with the background shall be placed on gas and electrical meters serving all new and existing buildings or structures except R-3 occupancies. Signs identifying the utility service shall be red background with white letters secured by mechanical means above the applicable disconnect. Signs shall be a minimum 8 in. x 8 in. with 2 in. lettering - reflective.

512.19 STAIRWELL IDENTIFICATION. Stairwell identification signs shall be provided in buildings that are four (4) or more stories in height, or as required by this section. The signs shall be installed in stairways to identify each stair landing and indicate the upper and lower termination of the stairway. Signs within the stairways shall be located above the floor landing in a position that is readily visible when the door is in the open or closed position. Stairway identification signs shall indicate the numerical and/or location of the stair in a minimum 2-inch lettering and shall be constructed in accordance with Section 511.3.

Exception:

For signs located within a high-rise installed in accordance with Section 1024 of the International Building Code.

512.19.1 OCCUPANCY SIDE OF DOORS. Signs shall be located at each level on the occupancy (tenant) side of all enclosed stairways, regardless of the height of the building.

512.19.2 FLOOR LEVEL. The floor level number shall be displayed on the stairwell identification sign.

512.19.3 REENTRY. Where stairway doors are locked from the stairway side to prohibit entry to a floor, "NO RE-ENTRY" shall be placed at the bottom of the sign in a minimum 1-inch lettering.

(83) Chapter 5 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 513 "Automatic External Defibrillator (AED) Requirements" is hereby adopted to read as follows:

SECTION 513

Automated External Defibrillator (AED) Requirements

513.1 DEFINITIONS. Unless otherwise expressly stated, the following words and terms shall, for purposes of this Section 512, have the meanings set forth below:

AUTOMATED EXTERNAL DEFIBRILLATOR (AED). A heart monitor and defibrillator that meet the requirements of the Texas Health and Safety Code and applicable federal law.

AED OWNER. A person or entity that owns or possesses an Automatic External Defibrillator. Vendors or dealers that own or possess AEDs solely for resale are not included as owners for the purposes of this Ordinance.

513.1.1 PURPOSE. The purpose of this section is to promote public health, safety, and welfare by improving emergency care response times to those suffering from sudden cardiac arrest, thereby improving chances of survival. The requirements of this section are intended to provide for faster emergency response in large buildings, multi-story buildings, and/or buildings with large numbers of occupants where first responder access may be impeded due to building use, occupancy, location, layout, construction, or other reasons. This section is not intended to create a new standard of care.

513.2 DUTIES OF AED OWNER. Any person who presently owns or acquires an AED on or after the effective date of this ordinance, other than vendors or dealers of AEDs owning or possessing AEDs solely for resale purposes, shall:

513.2.1 REGISTRATION. Register the AED with the fire department Emergency Medical System Coordinator or the Fire Chief. The registration shall include information about AED location and type. A means to register the AED will be provided by the fire department.

513.2.2 INSPECTION AND MAINTENANCE. Inspect, test, store, maintain and service the AED in accordance with Texas Health and Safety Code 779.003 and in accordance with any standards established by the AED manufacturer. Documentation shall be maintained by the owner for the past 3 years of the unit being in service.

513.2.3 NOTIFICATION OF USE. Notify the fire department as soon as possible, but in no event any later than 24 hours following any use of the AED (excluding hospitals or other end-care facilities), and provide the fire department with information relevant to the incident, including but not limited to the date, time and location of use, name of person the AED was used upon, the printout from the AED, and the nature of other emergency response to the incident, including the name and address of any hospital, clinic, or medical provider to which the person was transported following the AED use. A form will be provided by the fire department.

513.2.4 TRAINING UNIT. Any AED possessed and used solely for demonstration or training purposes, and which would not be operational in an actual emergency use situation, shall be exempt from the registration requirements of this section. Any such AED shall be clearly marked on its exterior and readily identifiable as not appropriate for emergency use.

513.3 OCCUPANCIES REQUIRED TO HAVE AN AED. AEDs are required pursuant to Texas Education Code 38.017, Texas Occupations Code 258.1556, and Texas Administrative Code Title 40 TAC 19.35.

513.3.1 NEW CONSTRUCTION REQUIRING AED. At the time work begins on the site, an AED is required to be on site. Prior to issuance of Fire approval,

an AED shall be placed in all Group A "Assembly" buildings with an occupancy load of 150 or more. In all other Occupancy Use categories, an AED will be placed in buildings with an occupancy load of 200 or more.

Exceptions:

1. Single- or Multi-family dwelling units.
2. Parking Garages.

513.3.2 CHANGE OF OWNERSHIP/EXSISTING CONSTRUCTION REQUIRING AED. For any occupancy described herein; at the time of the change of ownership or at the time work begins for any remodel on the site, an AED is required to be on site. Prior to issuance of Fire approval, an AED shall be placed in all Group A "Assembly" buildings with an occupancy load of 150 or more. In all other Occupancy Use categories, an AED will be placed in buildings with an occupancy load of 200 or more.

Exceptions:

1. Single- or Multi-family dwelling units.
2. Parking Garages.

513.4 PLACEMENT. AEDs shall be conspicuously placed and readily accessible in the event of an emergency. AEDs shall be mounted such that the top of the AED is no more than 5 feet above the floor level.

513.5 LOCATION. AEDs shall be located in buildings to optimally achieve a three-minute response time to the person in need of emergency care using the AED. To achieve this separation, the first unit shall be placed in the following locations and other units placed accordingly to meet the intent of this code:

1. One AED shall be placed at the main entrance of every floor of the building.
2. AEDs shall be located on each floor such that the maximum length of travel measured from the most remote point on the floor to the AED shall not exceed 300 feet.
3. AEDs shall be located on each floor such that the maximum length of travel between any two AEDs shall not exceed 600 feet.

(84) Section 603.6.4 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 603.6.4.1 to read as follows:

603.6.4.1 PLUG ADAPTORS. Grounded plug adaptors shall not be allowed.

ORDINANCE NO. _____

37

- (85) **Section 603 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 603.11 to read as follows:**

603.11. APPLIANCES. All appliances that heat and cool shall be plugged directly into an approved receptacle.

- (86) **Section 605.4 through 605.4.2.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

605.4 FUEL OIL STORAGE SYSTEMS. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 FUEL OIL STORAGE IN OUTSIDE, ABOVE-GROUND TANKS. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 APPROVAL. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double wall/secondary containment tanks.

605.4.2 FUEL OIL STORAGE INSIDE BUILDINGS. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 and Chapter 57.

605.4.2.1 APPROVAL. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 QUANTITY LIMITS. One or more fuel oil storage tanks containing Class II, or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

- (87) **Section 606.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

606.2 WHERE REQUIRED. A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors, including but not limited to cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, or any form of roofed enclosure, as required by the Fire Code Official.

Exceptions:

1. {No change to existing Exception.}
2. {No change to existing Exception.}
3. {No change to existing Exception.}
4. {No change to existing Exception.}
5. Tents, as provided for in Chapter 31.

Additionally, fuel gas and power provided for such cooking appliances shall be interlocked with the extinguishing system, as required by Section 904.13.2. Fuel gas containers and piping/hose shall be properly maintained in good working order and in accordance with all applicable regulations.

(88) Section 807.5.2.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

807.5.2.2 ARTWORK IN CORRIDORS. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception:

Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent (50%) of the wall area.

(89) Section 807.5.2.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

807.5.2.3 ARTWORK IN CLASSROOMS. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

- (90) ***Section 807.5.5.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

807.5.5.2 ARTWORK IN CORRIDORS. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception:

Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent (50%) of the wall area.

- (91) ***Section 807.5.5.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

807.5.5.3 ARTWORK IN CLASSROOMS. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

- (92) ***Section 901.4.7 of the International Fire Code, 2021 edition, is hereby amended by adding the following sentence to the end of the existing paragraph to read as follows:***

{Current text inserted without change.} Minimum riser room size shall be 36 sq. ft., with the minimum dimension being 6 ft.

- (93) ***Section 901.4.7.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

901.4.7.1 ACCESS. Fire pump and automatic sprinkler system riser rooms shall be directly accessible from the exterior of the structure. Access doors shall be a minimum of 3 feet (3') in width and six-feet eight-inches (6'8") in height. A key box shall be provided at this door, as required by Section 506.1.

Exception:

When it is necessary to locate the fire pump room on other levels or not on an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the Fire Code Official.

ORDINANCE NO. _____

40

- (94) ***Section 901.4.7.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

901.4.7.2 MARKING ON ACCESS DOOR. Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled in accordance with the standards set forth in section 512.

- (95) ***Section 901.4.7.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:***

901.4.7.4 LIGHTING. Permanently installed artificial illumination with a minimum 90-minute battery backup shall be provided in the automatic sprinkler system riser room and fire pump rooms.

- (96) ***Section 901.4.7 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 901.4.7.5 to read as follows:***

901.4.7.5 FIRE PROTECTION EQUIPMENT ONLY. Fire pump and automatic sprinkler system riser rooms shall be limited to equipment that is intended for fire protection and operations.

- (97) ***Section 901.5 of the International Fire Code, 2021 edition, is hereby amended by adding the following language to the end of the current text:***

901.5 INSTALLATION ACCEPTANCE TESTING. {Current text inserted without change.} All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48-hour notice to the Fire Chief or his representative.

- (98) ***Section 901.6.1 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 901.6.1.1 to read as follows:***

901.6.1.1 STANDPIPE TESTING. Building owners/managers must utilize a licensed fire protection company to maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the

contractor shall connect hose from a fire hydrant or portable pumping system (as approved by the Fire Code Official) to each FDC, and flow water through the standpipe system to the roof outlet, or farthest interior outlet, to verify that each inlet connection functions properly. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved locking caps, the contractor shall install such locking caps for all FDC's as required by the Fire Code Official.
5. Upon successful completion of standpipe test, the contractor shall place a blue tag (as per "Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag") at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures as required by "Texas Administrative Code, Fire Sprinkler Rules" with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (Fire Code Official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected nighttime freezing conditions.
9. Contact the Fire Code Official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

(99) Section 901.6 of the International Fire Code, 2021 edition, is hereby amended by adding a new Section 901.6.4 to read as follows:

901.6.4 FALSE ALARMS AND NUISANCE ALARMS. False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

ORDINANCE NO. _____

42

(100) Section 901.7 of the International Fire Code, 2021 edition, is hereby amended to replace the first paragraph as follows:

901.7 SYSTEMS OUT OF SERVICE. Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the Fire Code Official shall be notified immediately and, where required by the Fire Code Official, the building shall either be evacuated, or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service... {Remaining text unchanged}

(101) Section 901.8.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

901.8.2 REMOVAL OF EXISTING OCCUPANT-USE HOSE LINES. The Fire Code Official is authorized to permit the removal of existing occupant-use hose lines and hose valves where all of the following conditions exist:

1. The hose line(s) would not be utilized by trained personnel or the fire department.
2. If the occupant-use hose lines are removed, but the hose valves are required to remain as per the Fire Code Official, such shall be compatible with local fire department fittings.

(102) Section 901.9 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

901.9. TERMINATION OF MONITORING SERVICE. Notice shall be made to the Fire Code Official whenever contracted alarm services for monitoring of any fire alarm system are terminated for any reason, or a change in alarm monitoring provider occurs. Notice shall be made in writing to the Fire Code Official by the building owner and monitoring service provider prior to the service being terminated.

(103) Section 902 of the International Fire Code, 2021 edition, is hereby amended, in part, to add to and revise the existing definitions contained in Section 902.1 by inserting the following definitions, in alphabetical order:

SINGLE-FAMILY RESIDENTIAL, ATTACHED DWELLING UNIT. A single-family attached residential unit is a building on an individual lot or tract of land intended for occupancy by one family that shares one or more common walls with similar adjacent units, also on individual lots such as townhomes, condominiums, or brownstones.

ORDINANCE NO. _____

43

(104) Section 903.1.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

903.1.1 ALTERNATIVE PROTECTION. Alternative automatic fire extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection were recognized by the applicable standard, or as approved by the Fire Code Official.

(105) Section 903.1.2 of the International Fire Code, 2021 edition, is hereby added to read as follows:

903.1.2 SPRAY BOOTHS AND ROOMS. New and existing spray booths and spray rooms shall be protected by an approved automatic fire extinguishing system in accordance with Chapter 9.

(106) Section 903.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows and delete the exception:

903.2 WHERE REQUIRED. {Existing text remains unchanged.}

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY - NO STORAGE ALLOWED."

Delete the exception.

(107) Section 903.2.6 of the International Fire Code, 2021 Edition, is hereby amended to amend Exception #2 to read as follows:

2. An automatic sprinkler system is not required where in-home residential Group I-4 daycare facilities are at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door.

(108) Section 903.2.8 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

903.2.8 GROUP R. An automatic sprinkler system installed in accordance with Section 903.3 shall be installed throughout all buildings with a Groups R fire area, including single-family residential, attached dwelling units of three (3) or more.

(109) Section 903.2.8.5 of the International Fire Code, 2021 edition, is hereby added to read as follows:

ORDINANCE NO. _____

44

903.2.8.5 STORAGE ROOMS. Within Group R occupancies, storage areas that are leased or rented shall comply with Section 903.2.9.5.

(110) Section 903.2.9.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

Delete the exception in its entirety.

(111) Section 903.2.9 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 903.2.9.5 to read as follows:

903.2.9.5 SELF-SERVICE STORAGE FACILITY. An approved automatic sprinkler system shall be installed throughout all self-service storage facilities.

(112) Section 903.2.9.5 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 903.2.9.5.1 to read as follows:

903.2.9.5.1. VERTICAL STORAGE LIMITS. A screen shall be installed at eighteen inches (18") below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh of not less than one inch (1") nor greater than six inches (6") in size. The screen and its supports shall be installed such that all elements are at least eighteen inches (18") below any sprinkler heads, measured from the level of the sprinkler deflector.

(113) Section 903.2.11.3 and the associated exceptions of the International Fire Code, 2021 edition, are hereby amended to read as follows:

903.2.11.3 BUILDINGS MORE THAN 35 FEET IN HEIGHT. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the International Building Code, located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access measured to the finished floor.

(114) Sections 903.2.11.7 through Section 903.2.11.9 of the International Fire Code, 2021 edition, are hereby added to read as follows:

903.2.11.7 HIGH-PILED COMBUSTIBLE STORAGE. For any building with a clear height exceeding 12 feet (4,572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 SPRAY BOOTHS AND ROOMS. New and existing spray booths and spraying rooms shall be protected by an approved automatic sprinkler system and/or an approved automatic fire extinguishing system in accordance with Chapter 9 and Section 1504.

903.2.11.9. BUILDINGS OVER 4,000 SQ. FT. An automatic sprinkler system shall be installed throughout all buildings with a building area 4,000 sq. ft. or greater and in all existing buildings that are enlarged to be 4,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the International Building Code where all the following conditions apply:

- a. The structure is freestanding.
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators, or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed 3 stories.
- d. An approved fire apparatus access road is provided around the entire structure.

(115) Section 903.3.1 is hereby amended to add the following language at the end of the current text in such section:

903.3.1 STANDARDS. {Retain existing text unchanged.} For any structure or building, for which a specific use, lease, or tenant cannot be identified, such as a speculative retail or office building, the sprinkler system shall be designed to Ordinary Hazard Group II, or as permitted by the Fire Code Official.

For any structure or building with a clear height in excess of 12 feet, the sprinkler system shall be designed to provide a minimum of Ordinary Hazard Group II.

For any structure or building with a clear height in excess of 12 feet, and with a primary use of storage or warehouse, the sprinkler system shall be designed to protect Class IV Commodities to the maximum storage height.

All buildings 2 or more stories in height shall be provided with floor control valves.

Exception: If a commodity type and storage height can be determined, the sprinkler system shall be designed accordingly to the approved commodity class and storage height.

(116) Section 903.3.1.1.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

903.3.1.1.1. EXEMPT LOCATIONS. When approved by the Fire Code Official, automatic sprinklers shall not be required in the following rooms or areas where such... {text unchanged} ... because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. {Delete}
5. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

(117) Section 903.3.1.1.3 of the International Fire Code, 2021 edition, is hereby added to read as follows:

903.3.1.1.3 RESIDENTIAL SYSTEMS. In Group R occupancies, an NFPA 13 fire sprinkler system installed in accordance with 903.3.1.1 shall be required where the building is designed to exceed the maximum allowable factors of Tables 504.3, 504.4, or 506.2 of the 2021 International Building Code for the occupancy classification and construction type. For the purposes of this provision, fire walls shall not define separate buildings.

(118) Section 903.3.1.2 of the International Fire Code, 2021 edition, is hereby added to read as follows:

903.3.1.2 NFPA 13R SPRINKLER SYSTEMS. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

(119) Section 903.3.1.2.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

ORDINANCE NO. _____

47

903.3.1.2.1 BALCONIES AND DECKS. Sprinkler protection shall be provided for exterior balconies, decks, and ground floor patios of dwelling units and sleeping units. {delete the remaining}

(120) Section 903.3.1.2.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

903.3.1.2.2 CORRIDORS AND BALCONIES. Sprinkler protection shall be provided in all corridors and for all balconies.-{delete the rest of this section.}

(121) Section 903.3.1.2.3 of the International Fire Code, 2021 edition, is hereby replaced to read as follows:

903.3.1.2.3. ATTICS AND ATTACHED GARAGES. Sprinkler protection is required in attached garages, and in the following attic spaces.

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel fired equipment is installed in an un-sprinkled attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1 Provide automatic sprinkler system protection.
 - 4.2 Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3 Construct the attic using noncombustible materials.
 - 4.4 Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5 Fill the attic with noncombustible insulation.

(122) Section 903.3.1.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows.

903.3.1.3 NFPA 13D SPRINKLER SYSTEMS. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

ORDINANCE NO. _____

48

(123) Section 903.3.1.3.1 of the International Fire Code, 2021 edition is hereby added to read as follows:

903.3.1.3.1 DESIGN CRITERIA. In addition to design criteria, 13D systems shall be designed as follows:

1. Piping shall be run vertically inside interior walls and horizontally between floors and unheated garages.
2. Garages shall be protected when a living space or portion thereof is provided above.
- 3.

(124) Section 903.3.1.4 of the International Fire Code, 2021 edition, is hereby added to read as follows:

903.3.1.4 FREEZE PROTECTION. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 ATTICS. Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 HEAT TRACE/INSULATION. Heat trace/insulation shall only be allowed where approved by the Fire Code Official for small sections of large diameter water-filled pipe.

(125) Section 903.3.5 of the International Fire Code, 2021 edition is hereby amended to add a second paragraph immediately following the current paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

- (126) Section 903.3.7 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

903.3.7. FIRE DEPARTMENT CONNECTIONS. The fire department connection shall be located within five feet of the fire lane and shall be within 50 feet of a fire hydrant and on the same side of the roadway. All fire department connections shall be remotely located away from the building. The height of shall be between 18" and 36". The FDC shall be equipped with a Knox brand 5" Storz Connection, a 30 degree down angle, and locking Knox cap, unless otherwise approved. The Fire Marshal shall approve the location.

- (127) Section 903.4 of the International Fire Code, 2021 edition is hereby amended to add a second paragraph immediately after the existing paragraph to read as follows:**

{Existing text to remain unchanged.} Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Additionally, the detectors shall identify the fire area of the alarm. All control valves in the sprinkler and standpipe systems, including accessible backflow preventers; and, except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (128) Section 903.4.2 of the International Fire Code, 2021 edition is hereby amended to add a second paragraph immediately following the current paragraph to read as follows:**

{Existing text to remain unchanged.} The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating. One device shall be located at the riser room and one device shall be located as close as practicable to the fire department connection. If needed the strobe shall be pole mounted no more than 5 feet from the FDC.

- (129) Section 903.6 of the International Fire Code, 2021 edition is hereby amended to add a add a new section 903.6.1 to read as follows:**

903.6.1 SPRAY BOOTHS AND ROOMS. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with section 2404.

- (130) Sections 905.3.9 and 905.3.9.1 of the International Fire Code, 2021 edition are hereby added to read as follows:**

905.3.9. BUILDINGS EXCEEDING 10,000 SQUARE FEET. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior is more than 200 feet (60960 mm) of travel, vertically or horizontally, from the nearest point of fire department vehicle access, Class 1 automatic wet standpipes shall be provided.

Exceptions:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

(131) Section 905.4 Items 1, 3, and 5 of the International Fire Code, 2021 edition are hereby amended, and Item 7 is hereby added to read as follows:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the Fire Code Official.

2. {No change.}

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a {remainder of text unchanged}

4. {No change.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.

6. {No change.}

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

ORDINANCE NO. _____

51

- (132) Section 905.8 of the International Fire Code, 2021 edition is hereby added to read as follows:**

905.8 DRY STANDPIPES. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

- (133) Section 905.9 of the International Fire Code, 2021 edition is hereby amended to add a second controlling paragraph after the Exceptions to the existing paragraph to read as follows:**

{Existing text to remain unchanged.} Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electronically supervised to initiate a supervisory signal at the central station upon tampering.

- (134) Section 906.1 of the International Fire Code, 2021 edition is hereby added to read as follows:**

906.1 (1) delete exception 3 in its entirety.

- (135) Section 907.1.4 of the International Fire Code, 2021 edition is hereby added to read as follows:**

907.1.4 DESIGN STANDARDS. Where a new or replacement fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Exception:

Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 12 months of permit application.

- (136) Section 907.1 of the International Fire Code, 2021 edition is hereby amended to add a new Section 907.1.5 to read as follows:**

907.1.5. REQUIRED INSTALLATIONS. All commercial occupancies shall be protected by an approved manual and automatic fire alarm system. The system shall be monitored by an approved remote supervising station. Approved systems shall include full audio/visual notification services and manual pull stations at all exits. There shall be only one fire alarm control panel allowed per business address or per building.

(137) Section 907.2 of the International Fire Code, 2021 edition is hereby amended to read as follows:

907.2. WHERE REQUIRED. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in all commercial buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide the occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Manual fire alarm boxes shall be located at every exit to the building/structure and be provided in an approved location and installed in accordance with Section 907.4.2. The manual fire alarm boxes shall initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow for the elimination of the fire alarm boxes due to sprinkler installation, the requirements of this section shall supersede all other exceptions.

(138) Section 907.2.1 of the International Fire Code, 2021 edition is hereby amended to read as follows:

907.2.1 GROUP A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy. Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.
3. The occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

{Delete the exception in its entirety.}

(139) Section 907.2.3 of the International Fire Code, 2021 edition is hereby amended to read as follows:

ORDINANCE NO. _____

53

907.2.3 GROUP E. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5.2.2 and installed in accordance with 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E Day care occupancies. Unless separated by a minimum of one hundred feet (100') of open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{Exception 2 remains unchanged.}

{Delete exception 3 in its entirety.}

{Delete exception 4 in its entirety.}

(140) Section 907.2.6.4 of the International Fire Code, 2021 edition is added to read as follows:

907.2.6.4 GROUP I-4 OCCUPANCIES. Group I-4 occupancies shall be equipped with a manual fire alarm system and automatic smoke detection system installed for occupants and staff. The system shall be activated in accordance with Section 907.4.

907.2.6.4.1 MANUAL FIRE ALARM BOX. Manual fire alarm boxes are required to be located in accordance with Sections 907.4.2 and at staff-attended locations.

907.2.6.4.2 OCCUPANT NOTIFICATION. Occupant notification shall be required as per Section 907.5.

(141) Section 907.2.10 of the International Fire Code, 2021 edition is added to read as follows:

907.2.10 GROUP S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units. The occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

{Delete the exception in its entirety.}

(142) Section 907.2.13, Exception 3 of the International Fire Code, 2021 edition is hereby amended to read as follows:

907.2.13. HIGH-RISE BUILDINGS. Buildings having any floor used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system and an emergency voice alarm communications system in accordance with Section 907.2.12.3.

Exceptions:

1. {no change}
2. {no change}
3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.
4. {no change}
5. {no change}
6. {no change}

(143) Section 907.4.2 of the International Fire Code, 2021 edition is hereby amended to amend section 907.4.2.1 to read as follows:

907.4.2.1 LOCATION. Manual fire alarm boxes shall be located at every exit of the building, this placement also includes manual fire alarm boxes at the top of the stairs as the exit from stories other than ground level of the building. Manual fire alarm boxes shall be located not more than 5 feet (1524 mm) from each exit.

(144) Section 907.4.2 of the International Fire Code, 2021 edition is hereby amended to add section 907.4.2.7 to read as follows:

907.4.2.7 TYPE. Manual alarm actuating devices shall be an approved double action type. In a building or strip of buildings consisting of multiple suites or businesses, each occupancy shall have manual actuating devices installed.

(145) Section 907.5 of the International Fire Code, 2021 edition is hereby amended to add section 907.5.3 to read as follows:

907.5.3 OCCUPANT NOTIFICATION. Occupant notification in accordance with this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement, or modification of the existing fire alarm system, or as required by the Fire Code

ORDINANCE NO. _____

55

Official, for all buildings or spaces provided with an approved automatic sprinkler system.

(146) Section 907.6.1.1 of the International Fire Code, 2021 edition is hereby added to read as follows:

907.6.1.1 WIRING INSTALLATION. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

(147) Section 907.6.3 of the International Fire Code, 2021 edition is hereby amended to read as follows:

Delete all four exceptions.

(148) Section 907.6.3 of the International Fire Code, 2021 edition is hereby amended to add a new Section 907.6.3.2 to read as follows:

907.6.3.2 COMMUNICATION REQUIREMENTS. All alarm systems, new or replacement, shall transmit alarm, supervisory and trouble signals descriptively to the approved central station, remote supervisory station or proprietary supervising station as defined in NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a general alarm or zone condition.

(149) Section 907.6.6 of the International Fire Code, 2021 edition is hereby amended to add a sentence to the final paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station.

(150) Section 907.6.7 of the International Fire Code, 2021 edition is hereby amended to add a new section to read as follows:

907.6.7 WATERFLOW NOTIFICATION. When required by Section 903.4.2, an exterior audible and visible notification device shall be provided on the exterior of the building at the riser room; an exterior audible and visible device shall also be located above the Fire Department Connection, either on the aboveground

enclosure or pole mounted. The notification device shall operate on a waterflow alarm only, shall be non-silenceable and shall continue to operate after the panel is silenced on the condition the alarm was a waterflow alarm only. The notification device shall be wired from the fire alarm control panel as a dedicated latching circuit. Minimum candela rating for the notification device shall be 75 (cd) candelas.

(151) *Section 907.11 of the International Fire Code, 2021 edition is hereby amended to add a new section to read as follows:*

907.11 FIRE EXTINGUISHING SYSTEMS. Automatic fire-extinguishing systems shall be connected to the building fire alarm system where a fire alarm system is required by another section of this code or is otherwise installed.

(152) *Section 907.12 of the International Fire Code, 2021 edition is hereby amended to add a new section to read as follows:*

907.12 INTERCONNECTION. Fire alarm systems installed in multi-building developments which share a common address shall be interconnected. Each building shall be provided with a fire alarm panel which reports back to a common location for signal transmission to the monitoring station. Each building shall be provided with full command and control of its system without the need to reset from the common signal transmitting location. All alarms shall annunciate at a normally occupied location per 907.6.3.

(153) *Section 909.23 of the International Fire Code, 2021 edition is hereby amended to add a new section to read as follows:*

909.23 STAIRWAY OR RAMP PRESSURIZATION ALTERNATIVE. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's UL-listed smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.6.

909.23.1 VENTILATING EQUIPMENT. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.23.1.1 VENTILATION SYSTEMS. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective system with a fire-resistance rating of not less than 2 hours.

909.23.1.2 STANDBY POWER. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

909.23.1.3 ACCEPTANCE AND TESTING. Before the mechanical equipment is approved, the system shall be tested in the presence of the Fire Code Official to confirm that the system is operating in compliance with these requirements.

(154) Section 910.2, Exceptions 2 and 3 of the International Fire Code, 2021 edition are hereby amended to read as follows:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.

3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

(155) Section 910.2.3 of the International Fire Code, 2021 edition is hereby added to read as follows:

910.2.3 GROUP H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1,394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3 and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(156) Section 910.3.4, 910.3.4.1, and 910.3.4.2 of the International Fire Code, 2021 edition are hereby added to read as follows:

910.3.4 VENT OPERATION. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.4.1 through 910.3.4.2.

910.3.4.1 SPRINKLERED BUILDINGS. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

910.3.4.2 NON-SPRINKLERED BUILDINGS. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

- (157) Section 910.4.3.1 of the International Fire Code, 2021 edition is hereby amended to read as follows:**

910.4.3.1 MAKEUP AIR. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

- (158) Section 910.4.4 of the International Fire Code, 2021 edition is hereby amended to read as follows:**

910.4.4 ACTIVATION. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

- (159) Section 912.2.1 of the International Fire Code, 2021 edition is hereby amended by adding the following text to the end of the current text:**

912.2.1 VISIBLE LOCATION. The FDC shall be remotely located on the street side of buildings or facing approved fire apparatus access roads; and, set back 5 feet from the back of curb or fire lane and provided with vehicle impact protection in accordance with Section 312. FDCs shall be fully recognizable from the street, fire apparatus access road or nearest point of fire department vehicle access or as otherwise approved by the Fire Code Official.

- (160) Section 912 of the International Fire Code, 2021 edition is hereby amended to add Section 912.2.3 and 912.2.4 to read as follows:**

912.2.3 FDC IDENTIFICATION. New and existing fire department connections shall be identified in accordance with Section 512. Additionally, the barrel shall be painted traffic red.

912.2.4. HYDRANT DISTANCE. An approved fire hydrant shall be located within 50 feet, on same side of the fire lane of the fire department connection as the fire hose lays along an unobstructed path unless approved by the Fire Marshal.

- (161) Section 912.4 of the International Fire Code, 2021 edition is hereby amended to add the following text to the end of the current text:**

912.4 ACCESS. {Current text unchanged.} A minimum clear and unobstructed pathway of 10 feet shall be provided to access the fire department connection.

ORDINANCE NO. _____

60

- (162) Section 912.5 of the International Fire Code, 2021 edition is hereby amended to read as follows:**

912.5 SIGNS. Signs shall be provided on all fire department connections serving automatic sprinklers, standpipes, or fire pump connections. Where the fire department connection does not serve the entire building, the sign shall indicate the portions of the building served. All signs shall comply with Section 512.

- (163) Section 913.2.1 of the International Fire Code, 2021 edition is hereby amended to add a second paragraph and add an exception to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 feet in width and 6-8 feet in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the Fire Code Official. Access keys shall be provided in the key box as required by Section 506.1.

- (164) Section 914.3.1.2 of the International Fire Code, 2021 edition is hereby amended to read as follows:**

914.3.1.2 WATER SUPPLY TO REQUIRED FIRE PUMPS. In buildings that are more than 120 feet (128 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

- (165) Section 916.9 of the International Fire Code, 2021 edition is hereby amended by adding the following text to the end of the current text:**

916.9 SIGNAGE. {Current text unchanged.} Signs shall comply with Section 512.

- (166) Section 1006.2.1 of the International Fire Code, 2021 edition is hereby amended to read as follows:**

1006.2.1 EGRESS BASED ON OCCUPANT LOAD AND COMMON PATH OF EGRESS TRAVEL DISTANCE. Two exits or exit access doorways from any space shall be provided where the design occupant load or the common path of egress

ORDINANCE NO. _____

61

travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

(167) Section 1006.2.2.7 of the International Fire Code, 2021 edition is hereby added to read as follows:

1006.2.2.7 ELECTRICAL ROOMS. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

(168) Section 1009.1 of the International Fire Code, 2021 edition is hereby amended by adding Exception 3 to read as follows:

3. Buildings regulated under State Law and built-in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

(169) Section 1009.8 of the International Fire Code, 2021 edition is hereby amended to add an Exception 7 to read as follows:

Exceptions:

{Exceptions 1-6 No Change.}

7. Buildings regulated under State Law and built-in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

(170) Section 1010.2.5 Exceptions 3 and 4 of the International Fire Code, 2021 edition are hereby amended to insert a sentence at the beginning of each such Exception to read as follows:

Exceptions:

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. {Remainder unchanged}
4. Where a pair of doors serves a Group A, B, F, M or S occupancy {Remainder unchanged}

ORDINANCE NO. _____

62

(171) Section 1010.2.11, Item 5 of the International Fire Code, 2021 edition is hereby amended to read as follows:

5. Panic or fire exit hardware shall be required, and operation of the panic or fire exit hardware shall release the electric lock.

(172) Section 1020.2 of the International Fire Code, 2021 edition is hereby amended by adding Exception 6 to read as follows:

Exceptions:

{Exceptions 1-5 No Change.}

6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

(173) Section 1023.12 of the International Fire Code, 2021 edition of the International Fire Code, 2021 edition, is hereby amended to read as follows:

1023.12. SMOKEPROOF ENCLOSURES. In buildings required to comply with Section 403, 405, or 412 of The International Building Code, each of the exits of a building that serves stories where any floor surface is located more than 55 feet above the lowest level of fire department vehicle access or more than 30 feet below the level of exit discharge serving such floor levels shall be a smoke proof enclosure or pressurized stairway in accordance with Section 909.20 of the International Building Code.

(174) Section 1025.1 of the International Fire Code, 2021 edition is hereby amended to read as follows:

1025.1 GENREAL. Approved luminous egress path markings delineating the exit path shall be provided in high-rise buildings in accordance with this section.

(175) Section 1030.1.1.1 of the International Fire Code, 2021 edition is hereby deleted in its entirety.

ORDINANCE NO. _____

63

(176) Section 1032.2 of the International Fire Code, 2021 edition is hereby amended to read as follows:

1032.2 RELIABILITY. Required exit accesses, exits, or exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or another emergency. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress. Security devices affecting means of egress shall be subject to approval of the Fire Code Official.

(177) Section 1102 of the International Fire Code, 2021 edition is hereby amended by adding the following definition:

WORK AREA. The portion or portions of a building consisting of all reconfigured spaces as indicated on the construction documents. Work area excludes other portions of the building where incidental work entailed by the intended work must be performed and portions of the building where work not initially intended by the owner is specifically required by this or other codes.

(178) Section 1103.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

1103.2 EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS. Existing buildings that do not have approved radio coverage for emergency responders within the building, based on the existing coverage levels of the public safety communications system of the jurisdiction at the exterior and all portions of the interior of the building, shall be equipped with such coverage according to one of the following:

{Conditions remain unchanged.}

(179) Section 1103.3 of the International Fire Code, 2021 edition, is hereby amended by adding a sentence to the end of paragraph to read as follows:

Provide emergency signage as required by Section 604.4.

(180) Section 1103.5.1 of the International Fire Code, 2021 edition, is hereby amended to add a sentence to read as follows:

GROUP A2. Fire sprinkler addition shall be completed within 24 months from the date of notification by the Fire Code Official.

(181) Section 1103.5.6 of the International Fire Code, 2021 edition, is hereby added to read as follows:

ORDINANCE NO. _____

64

1103.5.6 SPRAY BOOTHS AND ROOMS. Existing spray booths and spray rooms shall be protected by an approved automatic fire extinguishing system in accordance with Section 2404.

(182) Sections 1103.7.7 and 1103.7.7.1 of the International Fire Code, 2021 edition, are hereby added to read as follows:

1103.7.7 FIRE ALARM SYSTEM DESIGN STANDARDS. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 COMMUNICATION REQUIREMENTS. Refer to Section 907.6.3.2 for applicable requirements.

(183) Section 1104.25 of the International Fire Code, 2021 edition is hereby amended to read as follows:

1104.25 EGRESS PATH MARKINGS. Existing high-rise buildings shall be provided with luminous egress path markings in accordance with Section 1025.

(184) Section 1107 'MODIFICATION AND ALTERATIONS' is hereby added to the International Fire Code, 2021 edition, to read as follows.

SECTION 1107 MODIFICATION AND ALTERATIONS

1107.1 AUTOMATIC SPRINKLER SYSTEMS. Automatic sprinkler systems shall be provided throughout a building per Section 903 where:

1. The work area is required to be provided with automatic sprinkler protection in accordance with this Code; and,
2. The work area exceeds, or the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building; or, in multi-level buildings work area exceeds or the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative

building remodel or expansion exceeds 50% of the building, must comply within 18 months of permit application.

1107.1.1 FOUR THOUSAND (4,000) SQUARE FEET. An automatic fire protection system shall be installed throughout existing buildings enlarged to 4,000 square feet or greater, regardless of its current square footage. For the purpose of this provision, new and/or existing fire walls shall not define separate buildings. Building area is defined by the reflection of the roof, commonly referred to as "drip line."

1107.2 STANDPIPES. Standpipe systems shall be provided throughout a building where:

1. The work area is required to be provided with automatic sprinkler protection per this section, and
2. Standpipes would be required in accordance with this Code.

1107.3 FIRE ALARM AND DETECTION. An approved fire alarm and detection systems shall be installed where:

1. The work area is required to be provided with fire alarm and detection system in accordance with this Code; or,
2. The work area exceeds, or the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building; or, in multi-level buildings work area exceeds or the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building, must comply within 18 months of permit application.

1107.4 CUMULATIVE WORK. Where the cumulative work over a period of time is greater than or equal to 50 percent of the building's initial floor area, the provisions of this section shall apply. Initial building floor area shall be determined by the building's original, or oldest available, building permit construction documents.

1107.5 CHANGE OF USE. Where a change of use or hazard occurs, all provisions of this Code shall be required consistent with the new use.

(185) Section 1203 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

1203.1.3 INSTALLATION. Emergency power systems and standby power systems shall be installed in accordance with the International Building Code, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.5 LOAD DURATION. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum

duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

1203.1.10 CRITICAL OPERATIONS POWER SYSTEMS (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 WHERE REQUIRED. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.26 or elsewhere identified in this code or any other referenced code.

1203.2.4 EMERGENCY VOICE/ALARM COMMUNICATIONS SYSTEMS. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

- Covered and Open Malls, Section 907.2.20 and 914.2
- Group A Occupancies, Sections 907.2.1 and 907.5.2.2
- Special Amusement Areas, Section 907.2.12 and 914.7
- High-rise Buildings, Section 907.2.13 and 914.3
- Atriums, Section 907.2.14 and 914.4
- Deep Underground Buildings, Section 907.2.19 and 914.5

1203.2.15 MEANS OF EGRESS ILLUMINATION. Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.16 MEMBRANE STRUCTURES. Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.18 SMOKE CONTROL SYSTEMS. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

- Covered Mall Building, *International Building Code*, Section 402.7
- Atriums, *International Building Code*, Section 404.7
- Underground Buildings, *International Building Code*, Section 405.8

ORDINANCE NO. _____

67

- Group I-3, *International Building Code*, Section 408.4.2
- Stages, *International Building Code*, Section 410
- Special Amusement Areas (as applicable to Group A's), *International Building Code*, Section 411
- Smoke Protected Seating, Section 1030.6.2

(189) Section 1203.2.19 is hereby amended to read as follows:

1203.2.20 COVERED AND OPEN MALL BUILDINGS. Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

1203.2.21 AIRPORT TRAFFIC CONTROL TOWERS. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment, and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

1203.2.22 SMOKEPROOF ENCLOSURES AND STAIR PRESSURIZATION ALTERNATIVE. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.6.2.

1203.2.23 ELEVATOR PRESSURIZATION. Standby power shall be provided for elevator pressurization system as required by the International Building Code, Section 909.21.5.

1203.2.24 ELIMINATION OF SMOKE DAMPERS IN SHAFT PENETRATIONS. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.

1203.2.25 COMMON EXHAUST SYSTEMS FOR CLOTHES DRYERS. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.10, Item 7.

1203.2.26 MEANS OF EGRESS ILLUMINATION IN EXISTING BUILDINGS. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the Fire Code Official. (90 minutes in I-2, 60 minutes elsewhere.)

(186) Section 1203.7 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

1203.7 ENERGY TIME DURATION. Unless a time limit is specified by the Fire Code Official, in this chapter or elsewhere in this code, or in any other referenced

ORDINANCE NO. _____

68

code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

(187) Section 2304.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

2304.1 SUPERVISION OF DISPENSING. The dispensing of fuel at motor fuel-dispensing facility shall be in accordance with the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

Any time the qualified attendant of item 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(188) Section 2401.2 of the International Fire Code, 2021 edition, is hereby deleted in its entirety.

(189) Section 3103.3.1 of the International Fire Code, 2021 edition, is hereby deleted in its entirety.

(190) Table 3206.2, footnote h of the International Fire Code, 2021 edition, is hereby amended to read as follows:

h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) ¹/₂ or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke removal systems shall be required within these areas.

(191) Section 3311.1 of the International Fire Code, 2021 edition, is hereby amended to add the following language at the end of the current text:

3311.1 REQUIRED ACCESS. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites.

Vehicle access shall be provided to within 50 feet (15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign.

(192) Section 5003.3.1.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

5003.3.1.4. RESPONSIBILITY FOR HAZARDOUS MATERIAL(S) INCIDENT. Any party(ies) who accidentally, negligently, or intentionally causes or is responsible for a hazardous material{s) incident within the Town shall institute and complete all actions necessary to abate and remediate the effects of such an event at its sole cost. In addition, any such party(ies) shall be liable for the payment of all costs incurred by the fire department, police department, health department, public works department, or other departments or agencies which respond to or assist to abate such an event. The remedy provided by this section shall be in addition to any other remedies provided by law.

(193) Section 5003.3.1.4 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 5003.3.1.4.1 and Section 5003.3.1.4.2 to read as follows:

5003.3.1.4.1. COSTS INCURRED. Costs incurred by the fire department, police department, health department, public works department, or other departments of the Town shall include, but not be limited to, expenses attributable to the abatement or cleanup of any hazardous materials incident, including costs of personnel, costs of equipment operations, costs of materials and supplies, costs of specialists, experts or other contract labor not in the full-time employment of the Town, disposal costs, overhead costs, overtime costs and any other incidental costs incurred by the Town. Basic costs associated with the fire department services shall be \$400.00 per hour for each engine or truck company and \$ 250.00 per hour for each medical unit or utility vehicle. The responsible party(ies) shall be billed for the recovery of the costs described above as follows:

1. For the first hour of an incident, measured from the time the first fire department vehicle arrives at the incident scene, only the cost of materials, supplies, disposal, and specialists/experts not in the full-time employment of the Town shall be billed.

2. Beginning one hour after the first fire department vehicle arrives at the incident scene, all costs described in this section shall be billed.

5003.3.1.4.2. LEGAL ACTION AND COLLECTION OF DAMAGES.

Notwithstanding any penal provision of this article, the Town Attorney is authorized to file suit on behalf of the Town, the Fire Chief, or his authorized representative or both as may be necessary to enforce the provisions of this chapter and for the collection of damages as provided herein.

(194) Section 5601.1.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

5601.1.3 FIREWORKS. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited. The presence or use of fireworks within the jurisdiction of the Town of Flower Mound in violation of this Ordinance is hereby declared to be a common and public nuisance. The restrictions of this section shall be applicable and in force throughout the territory of the Town of Flower Mound, Texas. The owner, lessee or occupant of the property or structure where fireworks are being stored or used shall be deemed responsible for violating this section.

Exceptions:

1. Only when approved for fireworks displays, storage and handling of fireworks as allowed in Section 5604 and 5608.
2. The use of fireworks for approved display as allowed in Section 5608.
3. Pursuant to 217.042(c) of the Texas Local Government Code, the sale of fireworks outside of the Town's limits does not fall within the definition of and is not prohibited as a common and public nuisance outside of the Town's corporate limits only.

(195) Section 5601.1.4 of the International Fire Code, 2021 edition, is hereby amended by adding the following sentences to read as follows:

The use of model and high-power rockets ("Rockets"), to the extent allowed or authorized, shall be subject to the issuance of a permit by the Fire Code Official. The storage, operation and use of Rockets shall be performed in strict compliance with criteria obtained from the Fire Code Official.

(196) Section 5601.7.1 of the International Fire Code, 2021 edition, shall be added to read as follows:

5601.7.1 DOCUMENTATION. The Fire Chief or his designee may seize and destroy illegal fireworks prior to a court appearance and photographs of such

ORDINANCE NO. _____

71

seized and destroyed fireworks will provide sufficient evidence of a violation of Section 5601.1.3 for the municipal court.

(197) Section 5605.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

5605.1. GENERAL. The manufacture, assembly, and testing of explosives, ammunition, blasting agents, and fireworks are prohibited within the limits of the Town.

Exception: The hand loading of small arms ammunition prepared for personal use and not offered for resale.

{remainder of exceptions deleted}

(198) Section 5608 of the International Fire Code, 2021 edition, is hereby amended to add a new Section 5608.11 to read as follows:

5608.11. IGNITION. Aerial shells shall be ignited by lighting the tips of fuses by an electrical ignition source. Operators shall not place any part of their bodies over the throat of the mortar.

(199) Section 5703.6 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

5703.6 PIPING SYSTEMS. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

(200) Section 5704.2.9.5 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

5704.2.9.5 ABOVE-GROUND TANKS INSIDE OF BUILDINGS. Aboveground tanks inside of buildings shall comply with Sections 5704.2.9.5.1 through 5704.2.9.5.3.

(201) Section 5704.2.11.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

5704.2.11.4 LEAK PREVENTION. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

ORDINANCE NO. _____

72

- (202) Section 5704.2.11.4.2 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

5704.2.11.4.2 LEAK DETECTION. Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

- (203) Section 5704.2.11.4.3 of the International Fire Code, 2021 edition, is hereby added to read as follows:**

5704.2.11.4.3 OBSERVATION WELLS. Approved sampling tubes of a minimum 4 inches (4") in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches (12") below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling sump at the corners of the excavation with a minimum of four (4) sumps. Sampling tubes shall be placed in the product line excavation within 10 feet (10') of the tank excavation and one every 50 feet (50') routed along product lines towards the dispensers, and a minimum of two (2) are required.

- (204) Section 5706.3 of the International Fire Code, 2021 edition, is hereby amended to read as follows:**

5706.3. WELL DRILLING AND OPERATING. Wells for oil and natural gas shall be drilled and operated in accordance with Sections 5706.3.1 through 5706.3.8 and Town Ordinance No. 26-03, as amended.

- (205) Section 5707.4 of the International Fire Code, 2021 edition, is hereby amended adding a second paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

- (206) Section 6103.2.1.8 of the International Fire Code, 2021 edition, is hereby added to read as follows:**

6103.2.1.8 JEWELRY REPAIR, DENTAL LABS, AND SIMILAR OCCUPANCIES. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each

ORDINANCE NO. _____

73

device shall be separated from other containers by a distance of not less than 20 feet (20').

(207) Section 6104.2 of the International Fire Code, 2021 edition, is hereby amended to add exception 2 to read as follows:

Exceptions:

1. {existing text unchanged.}
2. Except as permitted in Sections 308.3 and 6104.3.2, LP-gas containers are not permitted in residential areas.

(208) Section 6104.3.3 of the International Fire Code, 2021 edition, is hereby added to read as follows:

6104.3.3 SPAS, POOL HEATERS AND OTHER LISTED DEVICES. Where natural gas service is not available, LP-Gas containers are allowed to be used to supply spa and pool heaters or other listed devices.

Such containers shall not exceed 250-gallon water capacity. See Table 6104.3 for location of containers.

Exception: Lots where LP-Gas can be off loaded wholly on the property where the tank is located may install 500 gallons aboveground or 1,000 gallon underground approved containers.

(209) Section 6107.4 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

6107.4 PROTECTING CONTAINERS FROM VEHICLES. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators, and piping shall be protected in accordance with Section 312.

(210) Section 6109.13 of the International Fire Code, 2021 edition, is hereby amended to delete the Exception in its entirety.

(211) Chapter 80 of the International Fire Code, 2021 edition, is hereby amended to add the following sentence to the introductory paragraph to read as follows:

All reference standards from the National Fire Protection Association (NFPA), Batterymarch Park, Quincy, MA, will be referenced in the fire code from the NFPA's latest published edition for compliance within the fire code.

ORDINANCE NO. _____

74

(212) Section B105.2 of the International Fire Code, 2021 edition, is hereby amended by adding an Exception to read as follows:

Exception: A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute for the prescribed duration as specified in Table B105.1.

(213) Table B105.2 of the International Fire Code, 2021 edition, is hereby amended by amending Footnote a. to read as follows:

a. The reduced fire-flow shall not be less than 1,500 gallons per minute.

(214) Appendix D of the International Fire Code, 2021 edition, is hereby amended to read as follows:

D102.1. ACCESS AND LOADING. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road. Fire lanes shall be constructed of a surface capable of supporting the imposed loads of an 85,000 lb. fire apparatus. The design shall be based on standards as published in Chapter 32 of the most current version of the Engineering Design Criteria and Construction Standards for the Town of Flower Mound. In no event shall speed bumps, speed humps, or other “traffic-calming” devices be placed, installed, or located in the fire lane or fire apparatus access road unless approved by the Fire Code Official.

D103.2. GRADE. Fire apparatus access roads shall not exceed 8 percent in grade.

Exception: Grades steeper than 8 percent shall be approved by the Fire Code Official.

D103.3. TURNING RADIUS. The required turning radius of a fire apparatus access road shall be a minimum of 25 feet inner radii and 45 feet exterior radii or as determined by the Fire Code Official.

D103.4 Dead ends. Dead-end fire apparatus access roads shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
151–500	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

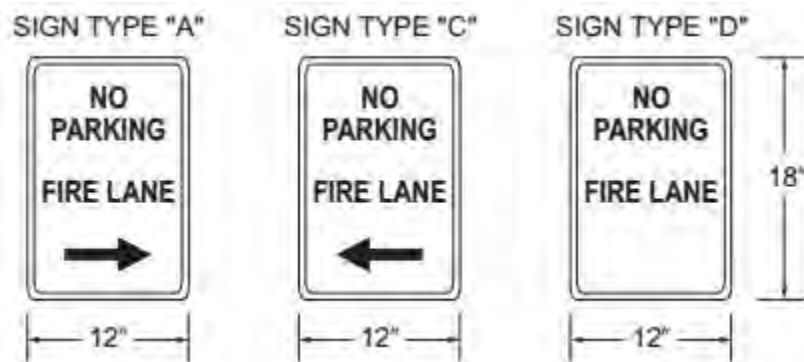
D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 24 feet (7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

D103.6 Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads, or prohibit the obstruction thereof. Striping, signs, and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

- (1) **Striping** – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.
- (2) **Signs** – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not

less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.



D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building and shall be positioned parallel to two entire sides of the building. The sides of the building on which the aerial fire apparatus access road are positioned shall be *approved* by the *fire code official*.

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

ORDINANCE NO. _____

77

(215) Section L101.1 of the International Fire Code, 2021 edition, is hereby amended to read as follows:

L101.1 Scope. A fire fighter air replenishment systems (FARS) shall be provided in all new construction when any one of the following conditions occur:

1. Any new building 5 or more stories in height from the lowest level of fire department access.
2. Any building determined to be a high-rise.
3. Any new building with 2 or more stories below grade.
4. Any new building with a total area of 500,000 square feet or more in size.
5. Any new R-2 occupancy, or mixed-use occupancy, in which the total fire area exceeds 400,000 square feet and is 4 stories or more from the lowest level of fire department access.

Each stairwell shall have a supply riser. SCBA fill panels shall be located on odd numbered floors commencing at the first level in the primary stairwell and on even numbered floors commencing at level 2 in the remaining stairwells. Fill panels in buildings over 500,000 square feet shall be located adjacent to each standpipe connection.

(216) Section L103 of the International Fire Code, 2021 edition, is hereby amended to add Section 103.2.1 to read as follows:

L103.2.1 SUBMITTALS. Plans and specifications shall be from a Firefighter Air Replenishment company and sealed by a Texas licensed PE.

(217) Section L104.5 of the International Fire Code, 2021 edition, is amended to read as follows:

L104.5 BREATHING AIR SUPPLY. The FARS shall be supplied by a minimum of one external mobile air connection in accordance with Section L104.14. Additional external mobile air connection may be required depending on the size of the facility and complexity. A stored pressure air supply shall be supplied by an external mobile air connection providing a means to bypass the stored pressure air supply located at the external mobile air connection.

(218) Section L104.5.3 of the International Fire Code, 2021 edition, is hereby added to read as follows:

L104.5.3 LOCATION. Stored pressure air supply shall be located in the fire protection equipment room or other approved location as determined by the Fire Code Official.

ORDINANCE NO. _____

78

(219) Section L104.13.1 of the International Fire Code, 2021 edition is hereby amended to read as follows:

Delete this section in its entirety.

(220) Section L104 of the International Fire Code, 2021 edition, is hereby amended to add Section L104.13.4 to read as follows:

L104.13.4 IDENTIFICATION. In large area buildings the supporting column where the fill stations are located shall be identified with a White 4-inch 3M Diamond Grade reflective striping at the ceiling and floor levels.

(221) Section L104.14 of the International Fire Code, 2021 edition, is hereby amended by adding a paragraph after the first paragraph to read as follows:

The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet. If the cabinet is susceptible to vehicle impact, bollards shall be supplied for vehicle impact protection.

(223) Section L104.15 of the International Fire Code, 2021 edition, is hereby amended by adding a sentence to the end of the paragraph to read as follows:

Air monitoring shall be required at a location approved by the Fire Code Official.

Sec. 38-6. Registration required.

1. It shall be unlawful for any person, firm, or corporation to install, alter, repair, replace, or remodel any system specified by this chapter, or regulated by the fire code, without having first registered with the town. Registration shall be upon forms supplied by the fire marshal and shall expire on December 31 of each year.
2. All contractors performing work regulated by the International Fire Code, 2021 edition, including adopted amendments shall be registered prior to obtaining a permit or performing work in the Town.

Exception:

1. Contractors covered under Texas Insurance Code Title 20 Chapter 6003 are not required to register and are exempt from registration fees. However, a copy of your state license is required to be on file with the Fire Marshal's Office.
2. Contractor covered under Texas Occupations Code Title 10 Chapter 1702 shall register with the Fire Marshal's Office but are exempt from annual registration fees.

ORDINANCE NO. _____

79

Sec. 38-7. Construction or repair permits required.

No person shall begin any work set forth in the International Fire Code, 2021 edition, including adopted amendments without having first obtained a separate fire department construction permit and paid the appropriate fees for these building installation features as set forth in Section 38-11, "Schedule of Fees", of this Code for new and remodel construction.

Sec. 38-8. Penalty.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in section 1-13. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

Sec. 38-9. Hazardous Materials and Cost Recovery.

HAZARDOUS MATERIAL RELEASE: Any party(ies) who accidentally, negligently, or intentionally causes or is responsible for a spill of hazardous material as defined in the Code which affects public or private property within the Town, shall be liable for the payment of all costs incurred by the Town in the effort to mitigate and abate the hazard. The remedy provided by this section shall be in addition to any other remedies provided by law.

RECOVERABLE COSTS: For the purposes of this chapter, costs incurred by the Town shall include, but not be limited to, all actual out-of-pocket expenses attributable to the abatement or cleanup of the hazardous material(s), including costs of equipment operations, costs of materials utilized, costs of third-party specialists, experts, or contract labor not in the full-time employment of the Town, overhead costs, overtime costs and any other incidental costs incurred by the town. Basic costs associated with Fire Department services shall be \$400.00 per hour for each engine or truck company and \$250.00 per hour for each medical unit or utility vehicle.

Recovery costs relative to hazardous materials incidents

1. Engine or truck, per hour - \$400.00
2. Medic unit, Utility vehicle, per hour - \$250.00
3. Personnel costs – Shall include wages, retirement, employee compensation, etc.
4. Equipment/supplies cost – Actual cost to replace utilized equipment and supplies.

Sec. 38-10. Excessive False Fire Alarms.

Definitions. As used in this section, the following words and terms shall have the following meanings:

ORDINANCE NO. _____

80

ENFORCEMENT OFFICIAL. The Fire Chief, Fire Marshal, or designee.

FALSE FIRE ALARM. The activation of any alarm which results in the response of the fire department caused by the negligence or intentional misuse of a fire alarm system by the owner/occupant or employees, servants, or agents, or by any other activation not caused by heat, smoke, or fire, exclusive of a fire alarm malfunction. An alarm is not considered a false fire alarm if the alarm is activated due to obvious malicious causes beyond the control of the owner/occupant.

FALSE ALARM MALFUNCTION. The activation of any alarm which results in the response of the fire department caused by mechanical failure, malfunction, improper installation, or lack of proper maintenance or any other response for which the fire department personnel are unable to gain access to the premises for any reason or are unable to determine the apparent cause of the alarm activation.

FEE. The assessment of a monetary charge payable to the Town of Flower Mound, authorized pursuant to this section, to defray the expenses of responding to a false alarm or malfunction.

FIRE ALARM SYSTEM. Any mechanical, electrical, or radio-controlled device which is designated to emit a sound or transmit a signal or message when activated or any such device which emits a sound and transmits a signal or message when activated because of smoke, heat, or fire. Without limiting the generality of the foregoing, alarm systems shall be deemed to include audible alarms at the site of the installation of the detection device, proprietor alarms and automatic telephone direct dial services or digital alarm communicator systems. A single station alarm device shall not be deemed to be a fire alarm system under this section.

FIRE ALARM TECHNICIAN. Any person who inspects, installs, repairs, or performs maintenance on fire alarm systems and who is licensed by the State of Texas or works under a state licensed alarm contractor.

NUISANCE ALARM. An alarm caused by mechanical failure, malfunction, improper installation, or lack of proper maintenance, or an alarm activated by a cause that cannot be determined.

NOTIFICATION. Communication, whether verbal or written, made to the owner/occupant or authorized representative established by their emergency contact information provided via the alarm monitoring company.

OWNER/OCCUPANT. Any persons or authorized representative who own, lease, operate, occupy, or manage the premises in which a fire alarm system is installed.

PREMISES. Any building or structure, or combination of buildings or structures, including residential dwellings, and tenant or lease spaces located wholly or partially inside such buildings or structures classified by the International Fire Code as a group A, B, E, F, H, I, M, R, S, or U occupancy, where a fire alarm system is installed.

REQUIRED FIRE ALARM SYSTEM. A fire alarm system which the owner/occupant of premises is required to install and maintain in an operative condition pursuant to this code.

SERVE. The hand-delivery of written notification by a representative of the fire department to the owner/occupant or authorized representative who responds to the

ORDINANCE NO. _____**81**

premises upon activation of a fire alarm system. In the event that the owner/occupant or authorized representative fails to respond to the premises within 30 minutes of the activation of the fire alarm system, “serve” shall also mean the placement of written notification, form or other documentation within the postal system operated by the United States Postal Service, addressed to the most current or last known address of the owner/occupant or authorized representative.

OWNER/OCCUPANT RESPONSIBILITY, RESPONSE, AND NOTIFICATION.

1. The responsibility for fire alarm system activation shall be that of the owner/occupant of the premises in which the fire alarm system is installed.
2. The owner/occupant shall respond and report to the premises within 30 minutes of notification by fire and/or police dispatch personnel of a fire alarm system activation. Failure of the owner/occupant to appear at said premises within 30 minutes after being notified shall result in an assessment fee by the town issued to the owner/occupant of the premises in the amount identified in the fee schedule found in Section 38-11, “Schedule of Fees,” of this Code.
3. The owner/occupant shall be served with a copy of a “Fire Alarm Activation Report.” Such report shall indicate if the fire alarm activation was either a false fire alarm or false alarm malfunction.
4. Once a false fire alarm or fire alarm malfunction has been responded to by the fire department, it shall be unlawful for the alarm panel to be reset by the owner/occupant of the premises, until authorization from the enforcement official has been obtained.

FALSE FIRE ALARM AND FIRE ALARM MALFUNCTIONS FEE CHARGES.

1. All fees charged to an owner/occupant regarding false fire alarms and false alarm malfunctions shall be billed and collected by the Town finance department.
2. No fee shall be assessed for the first three false fire alarms or fire alarm malfunctions, or any combination thereof, (collectively referred to as “false alarm” or “false alarms”) at the same premises within one calendar year. Beginning with the fourth false alarm and continuing through the seventh such false alarm within a single calendar year, a fee in the amount identified in the fee schedule found in Section 38-11, “Schedule of Fees,” of this Code shall be paid by the owner/occupant for each false alarm located in a group A, B, E, F, H, I M, U. R-1, and S occupancy. After the seventh false alarm has occurred at the premises within a single calendar year, the fee for each additional false alarm located in a group A, B, E, F, H, I M, U. R-1, and S occupancy during the remainder of the then current calendar year shall be an amount identified in the fee schedule found in Section 38-11, “Schedule of Fees,” of this Code.
3. No fees shall be assessed for the first three false alarms at a group R-3 occupancy premises during each calendar year. Beginning with the fourth false alarm and continuing through the seventh such false alarm within a single calendar year, a fee

in the amount identified in the fee schedule found in Section 38-11, "Schedule of Fees," of this Code shall be paid by the owner/occupant for each false alarm. After the seventh false alarm has occurred at the premises within a single calendar year, the fee for each false alarm during the remainder of the then current calendar year shall be in the amount identified in the fee schedule found in Section 38-11, "Schedule of Fees," of this Code.

4. False alarms activated by any components connected to the fire alarm system shall be included to compute the total number of false alarms for purposes of this section.
5. Should any fee assessed pursuant to this section remain unpaid in excess of 60 days from the date the charge is billed, a collection fee will be charged, in the amount identified in the fee schedule found in Section 38-11, "Schedule of Fees", of this Code. And interest in the amount of 12 percent per annum shall be assessed on the outstanding balance and shall be payable by the owner/occupant of the premises in addition to the original fee. The owner/occupant shall also be responsible for any legal fees or cost incurred by the town in the enforcement of this section.

Sec. 38-11. Schedule of Fees.

GENERAL. All fees assessed for fire code permits and other applicable fees shall be in accordance with this section.

APPLICATION FEE. Application fees shall be assessed on all applications in accordance with this section, or as outlined in Table 107. Application fees shall be paid at the time of application.

CONSTRUCTION PERMIT FEE. Construction Permit fees shall be assessed in accordance with this section, or as outlined in Table 107 and in accordance with section 105.6 of the International Fire Code, 2021 edition. Any construction permit fees assessed shall be paid prior to the release of permit. A permit is not issued until released by the Flower Mound Fire Department's Fire Marshal's Office and all fees are paid. Work performed on systems that have not been paid in full shall be considered as working without a permit and subject to fees in accordance with this section, or as outlined in Table 107. No person shall begin any of the following listed activities without having first obtained a separate fire department construction permit and paid the appropriate fees for these building installation features as set forth in this chapter for new and remodel construction

1. Applicable permit fees shall be doubled for any system required to be permitted by this code in which the installation of said fire protection system has commenced without the issuance of a permit(s); also known as "working without a permit."
2. Applicable permit fees shall be doubled for any system that has been permitted and in operation without first obtaining a final acceptance inspection from the Flower Mound Fire Marshal's Office; also known as "release of system prior to approval."

ORDINANCE NO. _____**83**

OPERATIONAL PERMIT FEE. Operational Permit fees shall be assessed in accordance with this section, or as outlined in Table 107 and in accordance with section 105.5 of the International Fire Code, 2021 edition. All operational permit fees are assessed and mailed by January 1 of the calendar year. All operational permit fees assessed shall be paid within thirty (30) days of issuance from the Flower Mound Fire Department's Fire Marshal's Office (FMFD-FMO). Fees that are not contested or paid within the thirty (30) days shall be subject to penalty as follows:

1. The first late notice (30 days late) a penalty shall be added to the permit fee by the sum equal to half the total amount due.
2. The second late notice (60 days late) operational permit fees shall be doubled of the total amount due.
3. The third late notice (90 days late) a Fire Marshal's "Stop Work Order" shall be issued until all fees are paid in full.

REGISTRATION REQUIRED

1. It shall be unlawful for any person, firm, or corporation to install, alter, repair, replace, or remodel any system specified by this chapter, or regulated by the fire code, without having first registered with the town. Registration shall be upon forms supplied by the fire marshal and shall expire on December 31 of each year. Annual contractor registration fee shall be \$200.00 per calendar year.
2. All contractors performing work regulated by the International Fire Code, 2021 edition, including adopted amendments shall be registered prior to obtaining a permit or performing work in the Town.

Exception:

1. Contractors covered under Texas Insurance Code Title 20 Chapter 6003 are not required to register and are exempt from registration fees. However, a copy of your state license is required to be on file with the Fire Marshal's Office.
2. Contractors covered under Texas Occupations Code Title 10 Chapter 1702 shall register with the Fire Marshal's Office but are exempt from annual registration fees.

INSPECTION FEE. Inspection fees shall be assessed in accordance with this section, or as outlined in Table 107.

1. Fee of \$100 will be assessed for any inspections in which the contractor does not show up.
2. Fee of \$100 will be assessed for any inspection that is not cancelled within 24 hours prior to the scheduled inspection.
3. A fee of \$125.00 will be assessed for any re-inspection.

PLAN REVIEW FEES. Plan review fees shall be assessed in accordance with this section, or as outlined in Table 107 of this Chapter.

ORDINANCE NO. _____

84

1. Plan reviews (second and subsequent submittals) required by changes, additions or revisions shall be assessed a fee of \$100. No fees shall be charged for any subsequent plan review of changes, additions, or revisions to plans which plan review was initiated solely by the Fire Chief, or his designee, for items that the Fire Chief failed to identify on a previous plan review.
2. Use of outside consultants for plan review, inspections, or both: Actual costs.

FEE TABLE AND STANDARD FEES. Unless stipulated elsewhere in this section, a minimum fee of \$100.00 (to include application fee) shall be assessed for any plan review and/or permits issued.

**TABLE 107
FIRE DEPARTMENT FEE SCHEDULE**

APPLICATION FEE^a Required at time of application	FEE
Permit Applications	\$100.00
CONTRACTOR REGISTRATION (per calendar year)	FEE
Annual Contractor Registration	\$200.00
CONSTRUCTION PERMIT FEES^b Required after review and before the release of permit	FEE In addition to application fee
Aboveground Fuel Storage Tank	\$75.00 per tank
Access Controlled Egress Doors	\$100.00 per floor
Automatic Fire-Extinguishing Systems	\$100.00 (per riser) Plus, see Table 107.1, Valuation Fee Scale
Commercial Hood Suppression System	\$100.00 per system
Compressed Gases (incl. CO2 beverage dispensing) ^c	\$100.00
Cryogenic Fluids	\$100.00
Emergency Responder Communication Coverage System (ERRS)	\$100.00 (per donor antenna) Plus, see Table 107.1, Valuation Fee Scale

ORDINANCE NO. _____

85

Energy Systems (Battery, Generator, Solar, etc.) IFC Chapter 12 Systems	\$100.00 per system type
Fire Alarm and Detection Systems and Related Equipment	\$100.00 (per addressable panel) Plus, see Table 107.1, Valuation Fee Scale
Fire Lane Modification/Repair	Application fee only
Fire Pumps and Related Equipment	\$100.00 (per pump) Plus, see Table 107.1, Valuation Fee Scale
Fire Service Underground Water Line	\$100.00 (per main tap) Plus, see Table 107.1, Valuation Fee Scale
Flammable and Combustible Liquids	Application Fee Only
Firefighter Air Replenishment System (FARS) ^c	\$100.00 Plus, see Table 107.1, Valuation Fee Scale
Foam	\$100.00
Gas Detection Systems	\$100.00
Gaseous Agent Suppression System	\$100.00
Gates and Barricades Across Fire Apparatus Access Roads	\$100.00 per gate
Hazardous Materials ^c	\$100.00
High-Piled Combustible Storage ^c	\$100.00
Hydrant Flow Test	Application Fee Only
Industrial Ovens ^c	\$100.00
LPG ^c	\$100.00
Mass Notification System	\$100.00
Motor Vehicle Repair Rooms and Booths	\$100.00
Private Fire Hydrants	\$100.00 per hydrant
Remote Fire Department Connection	\$100.00
Smoke Control or Smoke Exhaust Systems	\$100.00
Special Event Structure	\$150.00
Spray or Dipping (Paint) Booth ^c	\$100.00
Standpipe Systems (Stand-alone)	\$100.00 per riser

ORDINANCE NO. _____**86**

Temporary Membrane Structures and Tents ^c	\$100.00 per tent
Underground Storage Tank (UGST) Installation	\$250.00 per tank
Underground Storage Tank (UGST) Removal/Abandonment	\$100.00 per tank
Approved system modifications/alterations, repairs, (i.e., Automatic Fire-Extinguishing, Commercial Hood, ERRS, Energy Systems, Fire Alarm, Fire Pumps, FARS, Gates, Smoke Control, Standpipes)	Application Fee Plus, see Table 107.1, Valuation Fee Scale

Footnotes:

- a. For applications submitted for the review of Construction Permits as required by the IFC.
- b. Fee is in addition to application fee and is assessed per permit issued.
- c. Requires additional operational permits

OPERATIONAL PERMIT FEE^b permits for use and valid for a limited time	RENEWAL PERIOD	FEE
Aerosol products (105.6.1)	Annually	\$100.00
Amusement buildings (105.6.2)	Per Use	\$100.00
Aviation facilities (105.6.3)	Annually	\$100.00
Carnival and fairs (105.6.4)	Per Use	\$100.00
Compressed gases (105.6.8) (incl. CO2 beverage dispensing)	Annually	\$100.00
Cooking Tents	Per Use	\$100.00
Cryogenic Fluids (105.6.10)	Annually	\$100.00
Dry cleaning (105.6.12)	Annually	\$100.00
Explosives (105.6.14)	Annually	\$100.00
Firefighter Air Replenishment System (105.6.53)	Annually	\$100.00
Flammable and combustible liquids (105.6.16)	Annually	\$100.00

ORDINANCE NO. _____

87

Fumigation and Insecticide Fogging (106.6.19)	Per Use	\$100.00
Hazardous Materials (105.6.20)	Annually	\$100.00
High-piled (combustible) storage	Annually	\$100.00
Hot work operation (105.6.23)	Per Use	\$100.00
Industrial ovens (105.6.24)	Annually	\$100.00
Liquid- or gas- fueled vehicles or equipment in assembly buildings (105.6.26)	Annually	\$100.00
LP-Gas (105.6.27) [LPG, above and underground] [LPG, retail exchange]	Annually	\$100.00
Miscellaneous Combustible Storage (105.6.29)	Annually	\$100.00
Mobile food preparation vehicles (105.6.30) [Food Trucks]	Annually	\$100.00
Model Rocketry (105.6.51)	Per Use	\$100.00
Motor Fuel Dispensing Facilities (105.6.31)	Annually	\$100.00
Open burning [Burn] (105.6.32)	Annually	\$100.00
Open flames and candles (105.6.34)	Per Use	\$100.00
Parade floats (105.6.52)	Per Use	\$100.00
Places of Assembly (105.6.37)	Annually	\$100.00
Pyrotechnic special effects material (105.6.39)	Per Use	\$400.00 + Actual overtime cost of employee(s) – minimum 4 hours
Refrigeration equipment (105.6.42)	Annually	\$100.00
Repair garages (105.6.43)	Annually	\$100.00
Rooftop heliports (105.6.44)	Annually	\$100.00
Spraying or dipping [Paint Spray/Finished Booths] (105.6.45)	Annually	\$100.00
Storage of scrap tires and tire by-products (105.6.46)	Annually	\$100.00

ORDINANCE NO. _____

88

Temporary membrane structures and tents	Per tent/per use	\$100.00
INSPECTIONS AND TESTING FEES (no application fee)	FEE	
After-hours (when staffing allows)	Actual overtime cost of employee(s) Minimum of 2 hours	
Annual Inspection (Suites, Buildings, and Occupancies 1-5000 Sq. Ft.)	\$75.00	
Annual Inspection (Suites, Buildings, and Occupancies 5001- 50,000 Sq. Ft.)	\$150.00	
Annual Inspection (Suites, Buildings, and Occupancies 50,001- 100,000 Sq. Ft.)	\$275.00	
Annual Inspection (Suites, Buildings, and Occupancies 100,001 Sq. Ft. or greater)	\$300.00	
Certificate of Occupancy	\$100.00	
Flammable and Combustible Liquid Pipeline Repair	\$100.00	
Re-inspection	\$125.00	
Contractor fails to show up for scheduled inspection (15 min leeway)	\$100.00	
Fail to cancel inspection within 24 hours	\$100.00	
State Licensed Facilities (Licensed Nursing Homes, Licensed Assisted Living or Board and Care Facilities, School/Educational Facilities, Head Start Programs, Daycare Facilities, Licensed Foster Homes with seven or more children)	\$150.00 includes annual inspection and annual permit. Re-inspection fees shall apply.	
OTHER FEES (no application fee)	FEE	
Working without a permit	Two times the permit fee	
Release of system prior to approval	Two times the permit fee	
FALSE FIRE ALARM (per calendar year)	FEE	
False Fire Alarm 1 st through 3 rd	No Fee	

ORDINANCE NO. _____

89

False Fire Alarm 4 th through 7 th	\$250.00 per fire alarm
False Fire Alarm 7 th and above through the remainder of the year	\$500.00 per fire alarm
Refusal to Respond	\$75.00 per fire alarm
FIREWATCH STANDBY	FEE
Special Events	Actual overtime cost of employee(s) Minimum of 4 hours
Fireworks Shows	Actual overtime cost of employee(s) Minimum of 4 hours
System Impairments	Actual overtime cost of employee(s) Minimum of 4 hours
Open Burning	Cost of the utility vehicle @ \$250.00 per hour

TABLE 107.1 Valuation Fee Scale

VALUATION	FEE
\$1 to \$500	\$20.00
\$501 to \$2,000	\$20.00 for the first \$500; plus, \$2.50 for each addition \$100.00 or fraction thereof up to and including \$2,000.00
\$2,001 to \$25,000	\$50.00 for the first \$2,000; plus, \$10.00 for each additional \$1,000.00 or fraction thereof up to and including \$25,000.00
\$25,001 to \$50,000	\$280.00 for the first \$25,000; plus, \$8.00 for each addition \$1,000.00 or fraction thereof up to and including \$50,000.00
\$50,001 to \$100,000	\$680.00 for the first \$50,000.00; plus, \$6.00 for each additional \$1,000.00 or fraction thereof up to and including \$100,000.00
\$100,001 to \$500,000	\$980 for the first \$100,000; plus, \$4.00 for each additional \$1,000.00 or fraction thereof up to and including \$500,000.00

ORDINANCE NO. _____

90

\$500,001 to 1,000,000	\$2,580.00 for the first \$500,000; plus, \$3.00 for each additional \$1,000.00 or fraction thereof up to and including \$1,000,000.00
\$1,000,001 and over	\$4,080.00 for the first \$1,000,000; plus, \$2.00 for each additional \$1,000.00 or fraction thereof

Sec. 38-12. General Requirements for Outdoor Burning

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with this article. There are local ordinances or county burn ban regulations that must be met. Under ALL of the exceptions, the burning must not create a nuisance or traffic hazard, and you must comply with all applicable local rules or ordinances.

Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

OPEN BURNING. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudgepots and similar devices associated with safety or occupational uses typically considered open flames or recreational fires. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues, or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

RECREATIONAL FIRE. An outdoor fire, burning materials other than rubbish, where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of three feet (914 mm) or less in diameter and two feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth, or similar purposes.

BONFIRE. An outdoor fire utilized for ceremonial purposes.

Enforcement.

1. The Fire Chief, or his designated representative, is hereby authorized and directed to enforce all provisions of this article. Enforcement may be by the filing of a complaint in municipal court, by legal proceedings to enjoin nuisances, or in any other manner authorized by law. An official of the fire department or of the police department is authorized to issue citations for a violation of this article.
2. It shall be a violation of this article for any person being issued a citation for a violation of this article, to be filed in municipal court or any civil proceeding, to fail intentionally

ORDINANCE NO. _____**91**

or knowingly to give the fire department official or police department official his or her true name and address or to intentionally or knowingly fail to appear in accordance with the terms of a citation issued by the fire department official or police department official. For purposes of this section, a person shall be in violation upon failure to provide the requisite identification information upon a request for identification being issued by a person known to be a fire department official or police department official.

3. The owner, lessee or occupant of the property or structure where a violation of this article takes place shall be deemed responsible for such violation.
4. If the individual who is to receive the citation is not present, the fire department official or police department official may send the citation to the owner of the property by certified or registered mail, return receipt requested. If said citation should come back unclaimed, the citation shall be sent regular mail. If this regular mailing does not come back unclaimed, then service shall be deemed completed.

Rules

1. You may not burn in the incorporated Town limits unless you have been issued a burn permit.
2. A burn permit must be obtained by submitting a burn permit application for the specific area you wish to burn to the Flower Mound Fire Marshal's Office
3. ONLY dry plant growth natural to the burn site can be burned.
4. The burn site must be at least 500 feet from any residential, recreational, commercial, or industrial area, property line, structure, tree line, or other appurtenances.

Exceptions:

- a) Fires in approved containers that are not less than 25 feet from a structure.
5. There must be a fire break of 50 feet around the material to be burned.
6. A competent person of at least 18 years of age must be in attendance of the site during the burn.
7. An adequate supply of water to control the burn is required at the site.
8. If complaints are received and the complaint is valid (to be determined by the Fire Marshal, Fire Department or Law Enforcement Officer), burning shall cease.
9. Hours of burning are from sunrise to sunset as set forth by the United States Naval Observatory tables available from the National Weather Service.
10. Hauling of materials, brush, or vegetation onto the site from another property will render this permit invalid.
11. NO Burn Days are determined by the Denton County Emergency Services Office:
 - a) <https://apps.dentoncounty.gov/website/publicburncontrol/>
 - b) 940.349.2840
 - c) If Denton County Commissioners Court in-acts a "Burn Ban" on all outdoor burning.

Permit Required.

Unless otherwise specified herein, a permit shall be required in accordance with Section 105 of the 2021 Edition of the International Fire Code, as amended. A permit constitutes permission to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permission shall not be construed as authority to violate, cancel, or set aside any of the provisions of this article. Such permit shall not take the place of any license required by law. The following provisions shall apply to permits:

1. A permit shall be obtained from the fire department prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, recreational fire, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. Application for permits shall be made by the fire department in such form and detail as prescribed by the fire prevention division.
2. Any permit required by the 2021 Edition of the International Fire Code, Section 105, as amended, shall be issued only upon payment of the permit fee in an amount established, and as amended by ordinance of the Town Council, or as stated herein.
3. A permit shall continue until revoked or for such a period of time as designated therein at the time of issuance or as may be specified by this article, as it may be amended. Permits shall not be transferable. Any change in use, occupancy, operation, or ownership shall require a new permit.
4. As determined by the Fire Code Official, standby personnel and/or standby apparatus may be required for the duration of the open burning and a permit fee assessed in accordance with Chapter 38, "Fire Prevention and Protection," of Section 38-11, "Schedule of Fees," to the Code of Ordinances, Town of Flower Mound, Texas.

Compliance with state regulations.

Open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed. Open burning shall be conducted in accordance with rules promulgated by the Texas Commission on Environmental Quality, as amended, including but not limited to chapter 111, subchapter b, outdoor burning, and chapter 106, subchapter v, section 106.496(d), trench burning, and pertinent town ordinances, including but not limited to chapter 6 of the Code of Ordinances of the Town of Flower Mound, entitled "air pollution control," relative to permissible emissions under the direction and control of the director of public works and the air quality control board. Nothing herein shall require that the Town verify the existence of the requisite permits, licenses, and site visits, mandated by other agencies.

Open Burning.

1. *General.* Open burning that is offensive or objectionable due to smoke or odor emissions when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. The fire department official is authorized to order the

ORDINANCE NO. _____**93**

extinguishment by the permit holder, another person responsible or the fire department of open burning which creates or adds to a hazardous or objectionable situation.

2. *Location.* The location for open burning shall not be less than 500 feet from any residential, recreational, commercial, or industrial area, property line, structure, tree line, or other appurtenances, and provisions shall be made to prevent the fire from spreading to within 500 feet from any residential, recreational, commercial, or industrial area, property line, structure, tree line, or other appurtenances.
3. *Exception to location.* Fires in approved containers that are not less than 25 feet from a structure.

Bonfires and Trench Burns.

Bonfires and Trench Burns are not allowed within Town limits.

Recreational fires.

Recreational fires shall not be conducted within 50 feet of a structure or combustible material unless the fire is contained in a container approved by the Fire Code Official. Conditions which could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition.

Portable outdoor fireplaces.

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure of combustible material.

Permanent outdoor fireplaces.

1. *Permanent outdoor fireplace.* Permanently installed outdoor fireplaces shall not be located within 15 feet of a structure or combustible material.
2. *Fireplace appliance.* When a UL listed gas fired appliance is installed, and constructed of non-combustible materials, and non-combustible materials extend a minimum 12 inches past any structures or combustible materials, it is permitted to be located closer than 15 feet to a structure or combustible material with approval by the Fire Code Official.

Attendance.

Any open burning shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher, with a minimum 4-A rating, or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization. The Fire Code Official is authorized to require greater precautions when deemed necessary by the Fire Code Official in his or her discretion, under existing or anticipated circumstances, and such additional precautions shall be addressed prior to the issuance of the permit.

Penalty.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13. Each day any such violation or violations exist shall constitute a separate

ORDINANCE NO. _____

94

offense and shall be punishable as such.

SECTION 4

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

SECTION 5

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any 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, as if the same had been enacted by the Town Council without the incorporation of any such invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6

Any person, firm, or corporation who shall violate any of the provisions of the *International Fire Code* adopted by this Ordinance, or who shall do or attempt to do work without first securing the permit prescribed herein for such work, or who shall in any other manner violate the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00, and each day or fraction of a day that an offense hereunder is committed or permitted to exist shall constitute a separate offense and shall be punishable as such hereunder.

SECTION 7

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

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

ORDINANCE NO. _____
95

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 _____, 20____.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 18, 2022

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, “Buildings and Building Regulations,” Article II, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the 2021 edition of the *International Building Code* and local amendments thereto.

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and have replaced the Uniform Codes that were used in the past.

The Town of Flower Mound has been involved and supportive throughout the code development process and in the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG).

The International Codes were developed with the support of many organizations that have interest in the construction industry, although the final vote on all items is by code officials only. Work on the International Codes has been a model of democracy, without territorial disparities getting in the way. The American Institute of Architects and the National Association of Home Builders were both very active participants in the code development process.

The Building Codes are a set of universally accepted standards adopted as guidelines for construction of buildings and related building operations. The term “building codes” is a generic phrase that actually encompasses several individual codes, each of which must be approved and adopted by the Town Council before they can be applied or enforced.

The Town of Flower Mound is currently using the 2018 *International Building Code*. The 2021 *International Building Code* is the most current published building code at this time. It takes at least a year for area cities to complete the review of the code and recommend regional amendments to the code through the Council of Governments.

The *International Building Code* (IBC) addresses the general design and construction aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IBC specifies, for example, how many exits are required for a building, what type of construction material may be used on the structure, and what special rules exist for the construction of the framework.

In addition to adopting the IBC, the proposed ordinance adopts certain local amendments to the Code to meet the unique needs of the Town. These local amendments, prepared by NCTCOG, have been reviewed, approved, and modified as appropriate by Town staff.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

ATTACHMENT 1

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR THE ADOPTION OF THE 2021 EDITION OF THE *INTERNATIONAL BUILDING CODE* AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and,

WHEREAS, the *International Building Code* has been prepared by the ICC, and in addition to review by the North Central Texas Council of Governments (NCTCOG), has been reviewed by Town staff; and,

WHEREAS, the current building code in the Town is the 2018 edition of the *International Building Code*, and the Town's building code should be updated to the most current published building code available; and,

WHEREAS, the 2021 edition of the *International Building Code* is the most current published code available that addresses the general design and construction aspects of all buildings in the Town, except one- and two-family dwellings and townhouses (which are covered by the *International Residential Code*); and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2021 edition of the *International Building Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-31 of the Code of Ordinances of the Town of Flower Mound, entitled "International Building Code Adopted," is hereby repealed and replaced with the following provision:

"Sec. 14-31. International Building Code Adopted"

The *International Building Code*, 2021 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the building code of the town, the same as though the provisions of the *International Building Code*, 2021 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-32."

SECTION 3

From and after the effective date of this Ordinance, Section 14-32 of the Code of Ordinances of the Town of Flower Mound, entitled "Amendments to International Building Code," is hereby repealed and replaced with a new Section 14-32, also entitled "Local Amendments to International Building Code," to read as follows:

"Sec. 14-32. Local Amendments to International Building Code"

The building code adopted in section 14-31 is hereby amended as follows, and all sections not expressly amended remain in full force and effect.

- (a) Section 101.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the Building Code of The Town of Flower Mound, hereinafter referred to as "this code."

- (b) Section 101.4 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 101.4. Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever

amendments have been adopted to the referenced codes and standards, each reference to said codes and standards shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted and amended.

- (c) Section 101.4.8 of the *International Building Code*, 2021 edition, is hereby added to read as follows:

Section 101.4.8. Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

- (d) Section 103 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 103 DEPARTMENT OF BUILDING INSPECTIONS

- (e) Section 103.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 103.1. Creation of enforcement agency. The Department of Building Inspections is hereby created and the official in charge thereof shall be known as the *building official*.

- (f) Section 104.2.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 104.2.1. Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. Deleted.

- (g) Section 104.10.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 104.10.1. Flood hazard areas. Deleted.

- (h) Section 105.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 105.1. Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change

the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or causes any such work to be done, shall first make application to the *building official* and obtain the required *permits*.

It shall be the responsibility of any person, firm, or corporation, upon submittal of an application for a building permit for work regulated by this code, to register as a contractor with the Town of Flower Mound. The registration form must be submitted prior to or with the permit application. Said registration shall become null and void one year from the date of registration with the Town. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

Any contractor registration regulated by this code may be placed on hold or suspended by the *building official*, thereby preventing any additional *permits* being issued to the contractor or applicant, if it is determined by the *building official* that corrective action is needed for compliance with the requirements of Chapter 18, Article II, Section 18-32. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the *building official*.

- (i) Section 105.2 of the *International Building Code*, 2021 edition, is hereby amended by deleting Item Nos. 1, 2, 6, 10 and 12, from the list of items that are exempt from building permit requirements.
- (j) Section 105.5 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 105.5. Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. For this section, *suspended* or *abandoned* will be defined as an elapsed time of 180 days between any two approved required inspections. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing, and justifiable cause demonstrated. Once a *permit* becomes invalid and before such building or work can be recommenced, a new *permit* shall first be obtained to do so,

and the fee therefor shall be one-half the amount required for a new *permit* for such building or work, provided no changes have been made or will be made in the previously submitted and approved plans and specifications for such building or work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a *permit* after expiration of more than one year, the permittee shall pay a new full *permit* fee.

- (k) Section 109.4 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 109.4. Work commencing before permit issuance. Whenever work for which a *permit* is required by this code has been commenced without first obtaining a *permit*, a special investigation shall be made before a permit may be issued for such work. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a citation and/or an investigation fee equal to the total permit fee for that project, and this citation and/or investigation fee shall be in addition to the required permit fees. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law for performing work without the required permit(s).

- (l) Section 110.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 110.1. General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official*, and such work shall remain visible and able to be accessed for inspection purposes until approved. Before any inspection is approved, all rights-of-way, streets, and alleys shall be clean and clear of mud, sand, concrete, and building materials. All trash, construction debris, and construction material on site shall be contained. In addition to the above requirements, toilet facilities shall be provided for construction workers, and such facilities shall be maintained in a sanitary condition. Construction-worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner, contractor, or the owner's authorized agent to cause the work to remain visible and able to be

accessed for inspection purposes. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

- (m) Section 110.3.5 of the *International Building Code*, 2021 edition, is hereby amended by deleting the exception to such Section as follows:

Section 110.3.5. Lath and gypsum board inspection. Exception: Deleted.

- (n) Section 110.3.12 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 110.3.12. Final inspection. The final inspection shall be made after all work required by the building *permit* is completed. No building or structure or any portion of a building or structure shall be occupied by persons or possessions without first receiving final inspection and approval from the *building official*.

- (o) Section 110.7 of the *International Building Code*, 2021 edition, is hereby added to read as follows:

Section 110.7. Inspections on high-rise buildings. All inspections required by Section 110 for the construction of a new high-rise building shall be performed by a third-party inspection firm selected and engaged by the *building official*. The applicant of the permit shall pay to the Town a fee to cover the entire expense of the third-party inspections in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

- (p) Section 111.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 111.1. Use and Occupancy. No building or structure shall be used or occupied by persons or possessions, and no change in the existing occupancy classification or change in tenant or change in business name or ownership of a building or structure or portion thereof shall be made until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

- (q) Section 113.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 113.1. General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The members of the Flower Mound Board of Adjustment are hereby appointed to serve as the Board of Appeals as provided by the *International Building Code*, 2021 edition. Any changes in membership of the Flower Mound Board of Adjustment shall likewise be reflected in the membership of said Board of Appeals.

- (r) Section 202 of the *International Building Code*, 2021 edition, is hereby amended by amending the definitions of “ambulatory health care facility”, “assisted living facilities”, “atrium”, “high-rise building”, “special inspector” and creating a new definition for “construction trash and debris” to read as follows, each of which definitions shall be inserted into the list of definitions to replace the amended definition or add a new definition in alphabetical order:

Section 202. Definitions. {Text of existing definitions save and except to the extent specifically amended hereby remains unchanged.}

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

ATRIUM. An opening connecting three or more stories... {*Balance remains unchanged*}.

CONSTRUCTION TRASH AND DEBRIS. Any material generated by or from a construction site that has no useful purpose as determined by the administrative authority.

HIGH-RISE BUILDING. A building having any floor used for human occupancy located more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access.

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

- (s) Section 303.1.3 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapter 10 and 11.

- (t) Section 304.1 of the *International Building Code*, 2021 edition, is hereby amended by adding the following new occupancies to the list of business occupancies for Business Group B, which new occupancies shall be inserted therein in alphabetical order:

Section 304.1. Business Group B. {List of existing occupancies remains unchanged.}

Fire Stations

Police Stations with detention for 5 or less

- (u) Section 307.1.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a sentence to the end of Exception No. 4 to read as follows:

Section 307.1.1. High Hazard Group H. Exception: 4. *{existing text remains unchanged}* ... See also IFC chapter 21, Dry Cleaning Plant provisions.

- (v) Section 403.1 of the *International Building Code*, 2021 edition, is hereby amended by deleting Exception No. 3 in its entirety and providing a new

Exception No. 3 to read as follows:

Section 403.1. Applicability. Exception 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.6.

- (w) Section 403.3 of the *International Building Code*, 2021 edition, is hereby amended by deleting the Exception as follows:

Section 403.3. Automatic sprinkler systems. Exception. Deleted.

- (x) Section 403.3.2 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 403.3.2 Water supply to required fire pumps. In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

- (y) Section 404.5 of the *International Building Code*, 2021 edition, is hereby amended by deleting Exception No. 1 and No. 2 in its entirety as follows:

Section 404.5. Smoke control. Exception No. 1 and No. 2: Deleted.

- (z) Section 406.3.3.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a sentence to read as follows:

Section 406.3.3.1. Carport separation. *{existing text remains unchanged}* ...A separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048mm).

- (aa) Table 506.2 of the *International Building Code*, 2021 edition, is hereby amended by deleting footnote i. in its entirety read as follows:

Table 506.2 Allowable Area Factor in Square Feet. Footnote i.: Deleted.

- (bb) Section 506.3.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a sentence to the end of the existing text to read as follows:

Section 506.3.1. Minimum percentage of perimeter. *{existing text remains unchanged}* ... In order to be considered as accessible, if not in direct contact with a street or an *approved fire lane*, a minimum 10-foot-wide pathway meeting fire department access from the street or *approved fire lane* shall be provided.

- (cc) Section 602.1.1 of the International Building Code, 2021 edition, is hereby amended by adding a sentence to read as follows:

Section 602.1.1. Minimum requirements. *{existing text remains unchanged}* ... Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls.

- (dd) Section 708.4.2 of the *International Building Code*, 2021 edition, is hereby amended by adding a sentence to read as follows:

Section 708.4.2 Fireblocks and draftstops in combustible construction. Exception 1. *{existing text remains unchanged}* ... Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping.

- (ee) Section 712.1.9 of the *International Building Code*, 2021 edition, is hereby amended by replacing No. 4 to read as follows:

Section 712.1.9 Two-story opening. 4. Is not open to a corridor in Group I and H occupancies.

- (ff) Section 718.3 of the *International Building Code*, 2021 edition, is hereby amended by to read as follows:

Section 718.3 Draftstopping in floors. Exception. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

- (gg) Section 718.4 of the *International Building Code*, 2021 edition, is hereby amended by to read as follows:

Section 718.4 Draftstopping in attics. Exception. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

- (hh) Section 901.6.1.1. of the *International Building Code*, 2021 edition, is hereby added to read as follows:

Section 901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall: connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly; confirm that there are no open hose valves prior to introducing water into a dry standpipe; there is no required pressure criteria at the outlet; verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDCs as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

- (ii) Section 903.1.1 of the *International Building Code*, 2021 edition, is hereby deleted in its entirety and replaced with a new Section [F] 903.1.1 to read as follows:

Section 903.1.1. Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the fire code official.

- (jj) Section 903.2 of the *International Building Code*, 2021 edition, is hereby amended to read as follows and by deleting the exception:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

- (kk) Section 903.2.9.4 of the *International Building Code*, 2021 edition, is hereby amended by deleting the exception:

Section 903.2.9.4 Group S-1 Upholstered furniture and mattresses.

Exception: Deleted

- (II) Section 903.2. of the *International Building Code*, 2021 edition, is hereby amended by adding a new Section 903.2.9.5, entitled “Self-service storage facility,” to read as follows:

Section 903.2.9.5. Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-storage facilities.

- (mm) Section 903.2.11 of the *International Building Code*, 2021 edition, is hereby amended by amending Section 903.2.11.3, entitled “Buildings more than 35 feet in height,” and by adding new Sections 903.2.11.7, entitled “High-piled combustibile storage,” 903.2.11.8, entitled “Spray booths and rooms,” and 903.2.11.9, entitled “Buildings over 4,000 sq. ft.,” to read as follows:

Section 903.2.11.3. Buildings more than 35 feet in height. An *automatic sprinkler system* shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1510 of the *International Building Code*, that is located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access.

Exception: Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

Section 903.2.11.7. High-piled combustibile storage. For any building with a clear height exceeding 12 feet (4,572 mm), see IFC Chapter 32 to determine if those provisions apply.

Section 903.2.11.8. Spray booths and rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

Section 903.2.11.9. Buildings over 4,000 sq. ft. An *automatic sprinkler system* shall be installed throughout all buildings with a building area over 4,000 sq. ft. For the purpose of this provision, fire walls shall not define separate buildings.

Exceptions:

1. Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

- a. The structure is freestanding.
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators, or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed 3 stories.
- d. An approved fire apparatus access road is provided around the entire structure.

- (nn) Section 903.3.1.1.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 903.3.1.1.1. Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

- (oo) Section 903.3.1.2 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (10668 mm) or less below the lowest level of fire department vehicle access. {No change to remaining text.}

- (pp) Section 903.3.1.2.2 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 903.3.1.2.2 Corridors and balconies. Sprinkler protection shall be provided in all corridors and for all balconies.

- (qq) Section 903.3.1.2.3 of the *International Building Code*, 2021 edition, is hereby added to read as follows:

Section 903.3.1.2.3. Attached garages and attics. Sprinkler protection is required in attached garages and in the following attic spaces:

1. {existing text remains unchanged}
2. {existing text remains unchanged}
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following: {existing text remains unchanged}

- (rr) Section 903.3.1.3 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 903.3.1.3. NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family dwellings; Group R-3; Group R-4 Condition 1, and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

- (ss) Section 903.3.1.4 of the *International Building Code*, 2021 edition, is hereby added to read as follows:

Section 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

Section 903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

Section 903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

- (tt) Section 903.3.5 of the *International Building Code*, 2021 edition, is hereby amended by adding a paragraph to read as follows:

Section 903.3.5 Water supplies. *{existing paragraph unchanged}* ... Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based *fire protection system* shall be designed with

a 10 psi safety factor. Reference Section IFC 507.4 for additional design requirements.

- (uu) Section 903.4 of the *International Building Code*, 2021 edition, is hereby amended by adding a new paragraph after the exceptions to read as follows:

Section 903.4. Sprinkler system supervision and alarms. *{text of existing paragraph and exceptions remain unchanged.}*...

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (vv) Section 903.4.2 of the *International Building Code*, 2021 edition, is hereby amended by adding a new paragraph after the existing text to read as follows:

Section 903.4.2. Alarms. *{existing text remains unchanged}* ...

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

- (ww) Section 905.2 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 905.2. Installation standards. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

- (xx) Section 905.3 of the *International Building Code*, 2021 edition, is hereby amended by adding a new Section 905.3.9, entitled "Building area," and adding an Exception to Section 905.3.9 to read as follows:

Section 905.3.9. Building exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60,960 mm) of travel,

vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exception:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.

2. R-2 occupancies of four stories or less in height having no interior corridors.

- (yy) Section 905.4 of the *International Building Code*, 2021 edition, is hereby amended by amending Item 1, 3, and 5, and adding a new Item No. 7 to read as follows:

Section 905.4. Location of Class I standpipe hose connection.

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a{No change to remaining text.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of a stairway with stair access to the roof provided in accordance with Section 1011.12.

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two-hundred-foot (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

- (zz) Section 905.8 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

- (aaa) Section 905.9 of the *International Building Code*, 2021 edition, is hereby amended by adding a new paragraph after the two listed exceptions to read as follows:

Section 905.9. Valve supervision. *{text of existing paragraph and two listed exceptions remain unchanged}* ...

Sprinkler and standpipe system water flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (bbb) Section 906.1(1) of the *International Building Code*, 2021 edition, is hereby amended by deleting exception 3 to read as follows:

Section 906.1(1) Exception 3: Deleted

- (ccc) Section 907.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a new Section 907.1.4, entitled “Design standards,” to read as follows:

Section 907.1.4. Design standards. Where a new fire alarm system is installed the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

- (ddd) Section 907.2.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 907.2.1. Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall

be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

{existing exception remains unchanged}

- (eee) Section 907.2.3 of the *International Building Code*, 2021 edition, is hereby amended by amending the first paragraph of 907.2.3, amending Exception No. 1, and adding a new Exception No. 1.1 to read as follows:

Section 907.2.3. Group E. A manual fire alarm system that activates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' of open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exception:

1. A manual fire alarm system is not required in Group E occupancies with an *occupant load* of 50 or less.
 - 1.1 Residential in-home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 ½ or less years of age, see Section 907.2.6.)
- {No change to remainder of exceptions.}

- (fff) Section 907.2.10 of the *International Building Code*, 2021 edition, is hereby amended by to read as follows and by deleting the exception:

Section 907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be

installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: Deleted

- (ggg) Section 907.2.13 of the *International Building Code*, 2021 edition, is hereby amended by amending the third exception to read as follows:

Section 907.2.13 High-rise buildings. Exception 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

- (hhh) Section 907.4.2 of the *International Building Code*, 2021 edition, is hereby amended by amending the first paragraph of 907.4.2 and adding a new Section 907.4.2.7, entitled “Type,” to read as follows:

Section 907.4.2 Manual fire alarm boxes. {Text unchanged} ... Section 907.4.2.1 through 907.4.2.7.

Section 907.4.2.7. Type. Manual alarm initiating devices shall be an approved double-action type.

- (iii) Section 907.6.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a new Section 907.6.1.1, entitled “Installation,” to read as follows:

Section 907.6.1.1. Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

- (jjj) Section 907.6.3 of the *International Building Code*, 2021 edition, is hereby amended by deleting all four exceptions as follows:

Section 907.6.3. Initiating device identification. Exceptions 1 through 4. Deleted.

- (kkk) Section 907.6.6 of the *International Building Code*, 2021 edition, is hereby amended by adding a sentence at the end of the paragraph to read as follows:

Section 907.6.6. Monitoring. {Text unchanged}... See 907.6.3 for the required information transmitted to the supervising station.

- (lll) Section 910.2 of the *International Building Code*, 2021 edition, is hereby amended by amending Exception No. 2 and 3 and adding a new subsection 910.2.3. with exceptions to read as follows:

Section 910.2. Where required. Exception:

2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.

3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2.3. Group H. Buildings and portions thereof used as a Group H occupancy as follows.

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exceptions: Buildings of noncombustible construction containing only noncombustible materials.

(mmm) Section 910.4.3.1. of the International Building Code, 2021 edition, is hereby amended to read as follows:

Section 910.4.3.1. Makeup air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(nnn) Section 910.4.4. of the International Building Code, 2021 edition, is hereby amended to read as follows:

Section 910.4.4 Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

(ooo) Section 912.2 of the *International Building Code*, 2021 edition, is hereby amended by adding a new Section 912.2.3. to read as follows:

912.2.3. Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lies along an unobstructed path.

(ppp) Section 913.2.1 of the International Building Code, 2021 edition, is hereby amended by adding a new subsection 913.2.1.1 to read as follows:

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

- (qqq) Section 1006.2.2 of the *International Building Code*, 2021 edition, is hereby amended by adding a Section 1006.2.2.7 to read as follows:

Section 1006.2.2.7. Electrical rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

- (rrr) Section 1009.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a new Exception No. 3 to read as follows:

Section 1009.1. Accessible means of egress required. Exception: 3. Buildings regulated under State Law and built in accordance with State-registered plans, including any variances or waivers granted by the State, shall be considered compliant with the requirements of Section 1009.

- (sss) Section 1010.2.5 of the *International Building Code*, 2021 edition, is hereby amended by amending Exception No. 3 and Exception No. 4 to read as follows:

Section 1010.2.5. Bolt locks. Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M, or S occupancy, *{remaining existing text unchanged}*.
4. Where a pair of doors serves a Group A, B, F, M, or S occupancy, *{remaining existing text unchanged}*.

- (ttt) Section 1015.8 of the *International Building Code*, 2021 edition, is hereby amended by changing item 1. to read as follows:

Section 1015.8. Window openings. Item 1.

1. Operable windows where the top of the sill of the opening is located more than 55 feet (16,764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

- (uuu) Section 1020.2 of the *International Building Code*, 2021 edition, is hereby amended by adding a new Exception No. 6 to read as follows:

Section 1020.2. Construction. Exceptions: 6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any

detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

- (vvv) Section 1030.1.1.1 of the *International Building Code*, 2021 edition, is hereby amended by deleting this section as follows:

Section 1030.1.1.1 Spaces under grandstands and bleachers. Deleted.

- (www) Section 1101.1. of the *International Building Code*, 2021 edition, is hereby amended by adding a new exception to read as follows:

Section 1101.1. Design. Exception: Projects approved through the Texas Architectural Barriers Program, either directly by the state or a licensed registered accessibility specialist shall be deemed in compliance with the requirements of this chapter.

- (xxx) Section 1203.1. of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where air infiltration rate in a *dwelling unit* is 5 air changes or less per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*. {remaining text unchanged}.

- (yyy) Table 1505.1 of the *International Building Code*, 2021 edition, is hereby amended by amending footnote “b” and deleting footnote “c” to read as follows:

Table 1505.1. Minimum roof covering classification for types of construction. Footnote: b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of projected roof area. When exceeding 120 sq. ft. of projected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.

Table 1505.1. Minimum roof covering classification for types of construction. Footnote: c. Deleted.

- (zzz) Section 1505.7 of the *International Building Code*, 2021 edition, is hereby amended by deleting this section:

Section 1505.7. Special purpose roofs. Deleted.

- (aaaa) Section 1512.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 1512.1. General. Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

{Text of exception unchanged}

- (bbbb) Section 1704.2 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 1704.2 Special inspections and tests. Where application is made to the Building Official for construction as specified in Section 105, the owner or the owner's authorized agent, or the registered design professional in responsible charge, other than the contractor, shall employ one or more approved agencies to provide special inspections and tests during construction on the types of work specified in Section 1705 and identify the approved agencies to the Building Official. The special inspector shall not be employed by the contractor. These special inspections and tests are in addition to the inspections identified by the Building Official that are identified in Section 110.

{Text of exceptions unchanged}

- (cccc) Section 1704.2.1. of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 1704.2.1 Special inspector qualifications. Prior to the start of construction and/or upon request, the approved agencies shall provide written documentation to the registered design professional in responsible charge and the building official demonstrating the competence and relevant experience or training of the special inspectors who will perform

the special inspections and tests during construction. *[Remainder unchanged]*

(dddd) Section 1704.2.4. of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the Building Official upon request, and to the registered design professional in responsible charge. Individual inspection reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. *[Remainder unchanged]*

(eeee) Section 1704.2.5.1 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Section 1704.2.5.1. Fabricator approval. Special inspections during fabrications required by Section 1704 are not required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. Approval shall be based upon review of the fabricator's written fabrication procedures and quality control manuals and periodic auditing of fabrication practices by an approved agency, or a fabricator that is enrolled in a nationally accepted inspections program. At completion of fabrication, the acceptable or approved fabricator shall submit a certificate of compliance to the owner or the owner's authorized agent or the registered design professional in responsible charge stating that the work was performed in accordance with the approved construction documents. The certificate of compliance shall also be made available to the Building Official upon request.

(ffff) Section 2901.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a new paragraph to the end of the existing paragraph to read as follows:

Section 2901.1. Scope. *{existing text remains unchanged} ...*

The provisions of this chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflict arise between the two chapters, the building official shall determine which provision applies. All Health Department required fixtures for food related occupancies are in addition to fixtures listed in Table 2902.1.

(gggg) Section 2902.1 of the *International Building Code*, 2021 edition, is hereby amended by adding a new paragraph to the end of the existing paragraph to read as follows:

Section 2902.1. Minimum number of fixtures. *{existing text remains unchanged} ...*

In other than E occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing by the applicant, stating reasons for a reduced number, and approved by the *building official*.

(hhhh) Section 2902.2 of the *International Building Code*, 2021 edition, is hereby amended by changing Exception 2. to read as follows:

Section 2902.2 Separate facilities. 2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or fewer.

(iiii) Section 2902.6 of the *International Building Code*, 2021 edition, is hereby amended to read as follows:

Table 2902.6 Small occupancies. Drinking fountains are not required in M and B occupancies with an occupant load of 100 or less, and for dining and/or drinking establishments.

(jjjj) Section 3002.1 of the *International Building Code*, 2021 edition, is hereby amended by adding two exceptions to read as follows:

Section 3002.1. Hoistway enclosure protection. Exceptions:

1. Elevators wholly located within atriums complying with Section 404 shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

(kkkk) Section 3005.5 of the *International Building Code*, 2021 edition, is hereby added to read as follows:

Section 3005.5.1 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

Section 3005.5.1.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.5.1.1.1.

Section 3005.5.1.1.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoist-ways.

Section 3005.5.1.1.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

Section 3005.5.1.2 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

Section 3005.5.1.3 Omission of Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

(III) Section 3005.8 of the *International Building Code*, 2021 edition, is hereby added to read as follows:

Section 3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and/or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

(mmmm) Section 3006.2 of the *International Building Code*, 2021 edition, is hereby amended by changing Item 5. to read as follows:

Section 3006.2 Hoistway opening protection required. Item 5.

5. The building is a high rise and the elevator hoistway is more than 55 feet (16,764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

SECTION 4

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

SECTION 5

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by 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 6

Any person, firm, or corporation who violates any provision of this Ordinance 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, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

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

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 18TH DAY OF APRIL 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 18, 2022

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, “Buildings and Building Regulations,” Article XIV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the *International Residential Code*, 2021 edition, and local amendments thereto.

BACKGROUND INFORMATION: During the 77th regular session of the Texas Legislature, SB 365 was passed requiring all municipalities to adopt the 2000 *International Residential Code* (IRC) and the 1999 *National Electrical Code* (NEC) as the residential building codes for Texas. This bill also requires municipalities to review and adopt each code update. These codes are updated on a three-year cycle. Adopting the 2021 IRC will keep us up-to-date with the most current version of the code.

The principle concerns of the *International Residential Code* are the protection of public health, safety, and welfare. The *International Residential Code* addresses the design and construction of one- and two-family dwellings and townhouses. This code provides flexibility and efficient designs for the code official, designer, engineer, plumber, and architect. The 2021 code sets a minimum energy performance and coincides with the *International Energy Conservation Code*.

The Town of Flower Mound has been involved and supportive throughout the code development process. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG). NCTCOG, along with Town staff, has reviewed this code and added regional amendments. NCTCOG has encouraged area municipalities to adopt the 2021 *International Residential Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. ____-22**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XIV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL RESIDENTIAL CODE*, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and,

WHEREAS, the *International Residential Code* has been prepared by the ICC, and in addition to review by the North Central Texas Council of Governments (NCTCOG), has been reviewed by Town staff; and,

WHEREAS, the current residential code in the Town is the 2018 edition of the *International Residential Code*, and the Town's residential building code should be updated to the most current published building code available; and,

WHEREAS, the 77th Texas Legislature passed Senate Bill 365 (SB 365) in 2001 adopting the *International Residential Code* for municipalities of the state; and,

WHEREAS, SB 365 provides that municipalities may adopt local amendments to the *International Residential Code*; and,

WHEREAS, the 2021 edition of the *International Residential Code* is the most current published code available that addresses the general design and construction aspects of all residential buildings in the Town; and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2021 edition of the *International Residential Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

ORDINANCE NO. ____-22

PAGE 2

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-571 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "International Residential Code Adopted," is hereby deleted and replaced with the following provision:

"Sec. 14-571. International Residential Code Adopted.

The *International Residential Code*, 2021 edition, including Appendix H, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the residential building code of the town, the same as though these provisions of the *International Residential Code*, 2021 edition, were copied at length in this section; subject to the deletions, amendments, and additions provided in section 14-572."

SECTION 3

From and after the effective date of this Ordinance, Section 14-572 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Local Amendments to International Residential Code," is hereby deleted and replaced with the following provision:

"Sec. 14-572. Local Amendments to International Residential Code

The *International Residential Code*, 2021 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section R101.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R101.1. Title. These provisions shall be known as the *Residential Code for One- and Two-family dwellings* of the Town of Flower Mound and shall be cited as such and will be referred to herein as "this code."

- (b) Section R102.4 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R102.4. Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Section R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the electrical code shall mean the electrical code as adopted.

- (c) Section R104.10.1 of the *International Residential Code*, 2021 edition, is hereby deleted in its entirety as follows:

Section R104.10.1. Flood hazard area. Deleted.

- (d) Section R105.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R105.1. Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or causes any such work to be performed, shall first make application to the *building official* and obtain the required *permits*.

It shall be the responsibility of any person, firm, or corporation, upon submittal of an application for a building permit for work regulated by this code, to register as a contractor with the town. Said registration shall become null and void one year from the date of registration with the Town. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the *building official*, preventing any additional permits being issued, if it is determined by the *building official* that corrective action is needed for compliance with the requirements of Section 18-32 of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the *building official*.

- (e) Section R105.2 of the *International Residential Code*, 2021 edition, is hereby amended, in part, by deleting Item Nos. 5 and 10 and amending Item Nos. 1 and 2 to read as follows:

Section R105.2. Work exempt from permit. Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²).
2. Fences where an existing gate or pickets are being replaced as long as they are of the same height, material, size, and location, as those being replaced.
5. Deleted.
10. Deleted.

- (f) Section R105.3.1.1 of the *International Residential Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section R105.3.1.1. Determination of substantially improved or substantially damaged existing buildings in flood hazard areas.
Deleted.

- (g) Section R105.3.2 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R105.3.2. Time limitations of applications. An application for a *permit* for any proposed work shall be deemed to have been abandoned 45 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the *building official* is

authorized to grant one or more extensions of time for additional periods not exceeding 45 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- (h) Section R105.5 of the *International Residential Code*, 2021 edition, is hereby amended by amending Section 105.5, adding a new Section 105.5.1, entitled "Lawn irrigation systems," adding a new Section 105.5.2, entitled "Fences and retaining walls," adding a new Section 105.5.3, entitled "Foundation repair, electrical, patio cover, re-roof, window/door, and all MISC permits," adding a new Section 105.5.4, entitled "Plumbing permits," adding a new Section 105.5.5, entitled "Mechanical permits," adding a new Section 105.5.6, entitled "Demolition permits," and adding a new Section 105.5.7, entitled "Umbrella permits," to read as follows:

Section R105.5. Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such permit is commenced within 45 days after its issuance. In addition, except for those *permits* specifically named in this section, every permit issued shall become invalid if work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. For this section, *suspended* or *abandoned* will be defined as an elapsed time of 180 days between any two approved required inspections. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and justifiable cause demonstrated. Once a permit becomes invalid and before such building or work can be recommenced, a new *permit* shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new *permit* for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a *permit* after expiration of more than one year, the permittee shall submit a new application and pay a new full *permit* fee.

105.5.1. Lawn irrigation systems. Every lawn irrigation system permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.2. Fences and retaining walls. Every fence or retaining wall permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.3. Foundation repair, electrical, patio cover, re-roof, window/door, and all MISC permits. Every foundation repair, electrical, patio cover, or any other MISC permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by

this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.4. Plumbing permits. Every plumbing permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 45 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Exception: Water heater replacement permits must receive a final inspection within 10 days of issue date.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.5. Mechanical permits. Every mechanical permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 45 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not

exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

Exception: Indoor unit replacement permits must receive a final inspection within 10 days of issue date.

105.5.6. Demolition permits. Every demolition permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.7. Umbrella permits. Every umbrella permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 180 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented

action from being taken. Permits may be extended more than once, but not more than three times.

- (i) Section R105.10 of the *International Residential Code*, 2021 edition, is hereby added to read as follows:

Section R105.10. Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary *permits* shall be subject to a citation for working without a *permit* and/or a fee equal to the total permit fee for that project, which shall be in addition to the required *permit* fees.

- (j) Section R106.1 of the *International Residential Code*, 2021 edition, is hereby amended by appending a paragraph following the existing text, to read as follows:

Section R106.1 Submittal documents. {existing text unchanged}.... Foundation and framing plans must be submitted with each application. These plans shall be designed by an engineer licensed by the State of Texas and shall bear that engineer's seal. With the exception of conventional framing per this code, all framing plans for residential dwellings shall be designed by an engineer licensed by the State of Texas, and all drawings and documents must be signed and sealed. Additionally, any structure that contains cedar framing components must be designed by an engineer licensed by the State of Texas and shall bear that engineer's seal.

- (k) Section R106.1.4 of the *International Residential Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section R106.1.4. Information for construction in flood hazard area. Deleted.

- (l) Section R106.5 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R106.5. Retention of construction documents. One set of approved foundation documents shall be retained by the *building official* for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

- (m) Section R109.1.1 of the *International Residential Code*, 2021 edition, is hereby amended by appending a paragraph following the existing text, to read as follows:

Section R109.1.1 Foundation inspection. {existing text unchanged}... Prior to scheduling the required foundation inspection, the design engineer must perform an inspection and provide the building official with a signed and sealed letter stating that the foundation has been installed per the design.

- (n) Section R109.1.4 of the *International Residential Code*, 2021 edition, is hereby amended by appending a paragraph following the existing text, to read as follows:

Section R109.1.4 Framing and masonry inspection. {existing text unchanged}... Prior to scheduling the required “top-out” inspection, the design engineer must perform an inspection and provide the building official with a signed and sealed letter stating that the framing has been installed per the design.

- (o) A new Section R109.5 of the *International Residential Code*, 2021 edition, is hereby added to read as follows:

Section R109.5. General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official*, and such work shall remain accessible and exposed for such purposes until approved. Before any inspection is approved, an address shall be posted that can be read from the street; and all rights-of-way, streets, and alleys shall be clean and clear of mud, sand, concrete, and building materials. All trash, construction debris, and construction material on site shall be contained in an approved manner. In addition to the above requirements, toilet facilities shall be provided for construction workers, and such facilities shall be maintained in a sanitary condition. Construction-worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the town. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the town shall not be valid. It shall be the duty of the *permit* applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the *building official* nor the town shall be liable for any expense entailed in the removal or replacement of any material required to allow inspection. Any inspection that is scheduled and found not to be ready may be assessed a re-inspection fee listed in Appendix A of the code of ordinances. This fee must be paid before approval of a Utility Final inspection. If a Utility Final

inspection is not required, this fee must be paid before approval of the All Finals inspection.

- (p) Section R110 of the *International Residential Code*, 2021 edition, is hereby deleted in its entirety:

Section R110. Certificate of occupancy. Deleted.

- (q) Section R202 of the *International Residential Code*, 2021 edition, is hereby amended by adding a definition for “Construction trash and debris” and amending the definition of “Townhouse” to read as follows, in alphabetical order:

Section R202. Definitions.

CONSTRUCTION TRASH AND DEBRIS. Any material generated by or from a construction site that has no useful purpose as determined by the administrative authority.

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

- (r) Table R301.2(1) of the *International Residential Code*, 2021 edition, is hereby amended to read as follows and by deleting the remainder of table Manual J Design Criteria and footnote N:

Table R301.2 (1). Climatic and Geographic Design Criteria.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Wind Special Detail ^l	Windborne Debris ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec-gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 ^o F	No	Local Code	150	64.9 ^o F

- (s) Section R302.1 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new Exception No. 6 to read as follows:

Section R302.1. Exterior walls. Exceptions:

6. Open non-combustible carport structures may be constructed when approved as required by other adopted ordinances.

- (t) Section R302.3 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new Exception No. 3 to read as follows:

Section R302.3. Two-family dwellings. Exception:

3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

- (u) Section R302.5.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R302.5.1. Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35mm) in thickness, solid or

honeycomb core steel doors not less than 1 3/8 inches (35mm) thick, or 20-minute fire-rated doors.

- (v) Section R303.3 of the *International Residential Code*, 2021 edition, is hereby amended by amending the Exception to read as follows:

Section R303.3. Bathrooms. Exception: The glazed areas shall not be required where artificial light and a local exhaust system are provided. The minimum local exhaust rates shall be determined in accordance with Section M1507. Exhaust air from the space shall be exhausted directly to the outdoors unless the space contains only a water closet, a lavatory, or a water closet and a lavatory, which are permitted to be ventilated using an approved mechanical recirculating fan or similar system device designed to remove odors from the air.

- (w) Section R311.7.3 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R311.7.3. Vertical rise. A flight of stairs shall not have a vertical rise larger than 20 feet (6,096 mm) between floor levels or landings.

- (x) Section R311.7.8 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section R311.7.8. Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers, except that for stairs or flights of stairs that incorporate winders, the handrail shall be located on the inside radius of the stair or flight of stairs.

- (y) Section R313 of the *International Residential Code*, 2021 edition, is hereby amended by deleting it in its entirety as follows:

Section R313. AUTOMATIC FIRE SPRINKLER SYSTEMS. Deleted.

- (z) Section R315.2.2 of the *International Residential Code*, 2021 edition, is hereby amended by amending exception 2. to read as follows:

Exceptions:

- 2. Installation, *alteration*, or repairs of all electrically powered plumbing or mechanical systems are exempt from the requirements of this section.

- (aa) Section R322 of the International Residential Code, 2021 edition, is hereby amended by deleting it in its entirety as follows:

Section R322. FLOOD-RESISTANT CONSTRUCTION. Deleted

- (bb) Section R401.2 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new paragraph following the existing paragraph and adding two new exceptions to read as follows:

Section R401.2. Requirements. *{existing text unchanged}* ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer. In addition, a letter stating that the design complies with this code shall be submitted at time of application for permit.

Exceptions:

1. Detached storage sheds, playhouses, and other similar buildings up to and including 150 square feet:

Buildings up to and including 150 square feet may be placed on the ground and shall provide resistance to wind load by one of the following methods:

Anchored to a 4-inch-thick slab reinforced with 6 X 6 #10 wire mesh or #3 (3/8") rebar spaced at 18 inches on center each way.

Anchored at all corners, each corner anchored by a system to resist a horizontal wind load of 115 (3-sec-gust)/76 miles per hour.

2. Habitable additions up to and including 500 square feet, and accessory buildings, playhouses, and similar buildings greater than 150 square feet up to and including 500 square feet:

Beams must be constructed at all perimeters. All beams are required to be at least 10 inches wide and 20 inches deep with 2 #5 (5/8") bars in the top and 2 #5 (5/8") bars in the bottom of the beam. Interior beams must also be constructed and located no more than 15 feet apart. All beams must extend at least 12 inches

into undisturbed soil. Place #3 (3/8") bars 18 inches on center each way in the middle of the new 4-inch slab.

For house additions, the existing concrete pad must be connected to the perimeter beam of the new foundation by #3 (3/8") bars doweled into the existing foundation at 24-inch centers. The dowel bars must penetrate into the existing slab a minimum of 6 inches and extend into the new perimeter beam a minimum of 6 inches.

Note: Regardless of square footage, if the existing slab is post-tensioned, an engineer's design is required.

- (cc) Section R602.6.1 of the *International Residential Code*, 2021 edition, is hereby amended, the Exception is deleted in its entirety, and Figure R602.6.1 is replaced with a new Figure R602.6.1, entitled "Top Plate Framing to Accommodate Piping" to read as follows:

Section R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling, or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side of the notch to the first nail hole or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1.

Exception: Deleted.

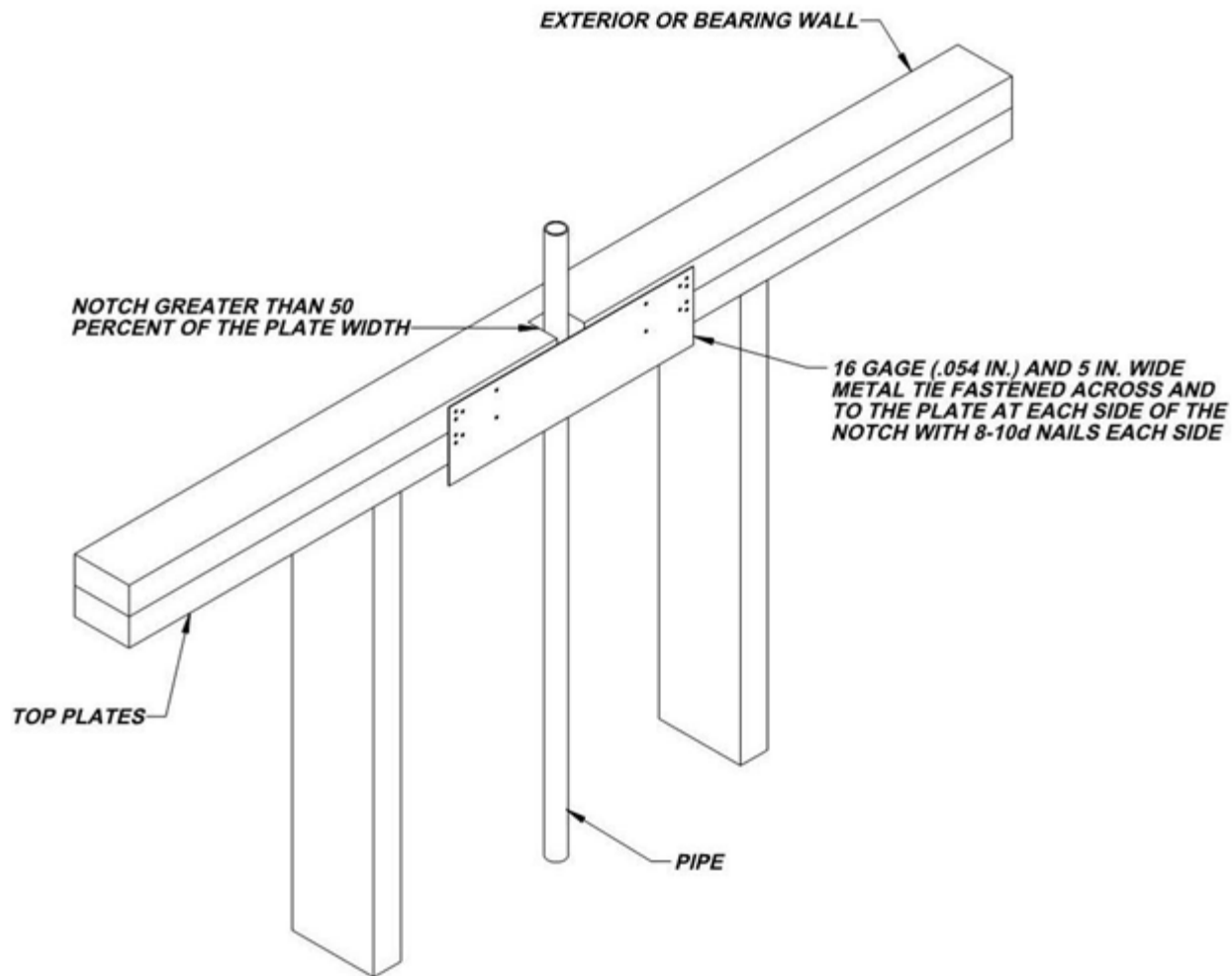


FIGURE R602.6.1
Top Plate Framing to Accommodate Piping

- (dd) Section R703.8.4.1 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new second paragraph prior to the existing Exception to read as follows:

Section R703.8.4.1. Size and spacing. *{Existing paragraph unchanged.}* ...

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or

2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254) from the foundation.
- (ee) Section R902.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows, and a new Exception No. 5 is added to read as follows:

Section R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed..... *{remainder unchanged}*.

Exceptions:

5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet.
- (ff) Part IV-Energy Conservation of the *International Residential Code*, 2021 edition, is hereby amended by renaming this Part IV, as follows:

Part IV-Residential Provisions for Energy Efficiency

- (gg) Chapter 11 of the *International Residential Code*, 2021 edition, is hereby deleted and replaced with the *International Energy Conservation Code*, 2021 edition, *Residential Provisions* with amendments.
- (hh) Section M1305.1.2 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section M1305.1.2. Appliances in attics. Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, access to the attic space shall be provided by one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.

3. An access door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.
2. Where the passageway is unobstructed...*{remaining text unchanged}*.

- (ii) Section M1401.3 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section M1401.3 Equipment and appliance sizing. Heating and cooling equipment and appliances for new construction, including additions 500 square feet or greater, shall be sized in accordance with ACCA Manual S or other approved sizing methodologies based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. *{remaining existing text unchanged}*....

- (jj) Section M1411.3 of the *International Residential Code*, 2021 edition, is hereby amended to replace the first sentence to read as follows:

Section M1411.3. Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to the sanitary sewer through the fixture side of a trap, by means of a direct or indirect drain. *{remaining existing text unchanged}*....

- (kk) Section M1411.3.1 of the *International Residential Code*, 2021 edition, is hereby amended by amending Item Nos. 3 and 4 by adding a new sentence at the end of each item to read as follows:

Section M1411.3.1. Auxiliary and secondary drain systems.

3. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.
4. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.

- (ll) Section M1411.3.1.1 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new sentence at the end of the existing paragraph to read as follows:

Section M1411.3.1.1. Water-level monitoring devices. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.

- (mm) Section M1503.6 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section M1503.6. Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

- (nn) Section M2005.2 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section M2005.2. Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an approved self-closing device. Direct-vent water heaters are not required to be installed within an enclosure.

- (oo) Section G2408.3 of the *International Residential Code*, 2021 edition, is hereby amended by deleting this section and the listed Exception in their entirety to read as follows:

Section G2408.3. Private garages. Deleted.

Exception. Deleted.

- (pp) Section G2413.3 of the *International Residential Code*, 2021 edition, is hereby amended by adding an exception after the three listed Items to read as follows:

Section G2413.3. (402.3) Sizing. {existing text unchanged}

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

- (qq) Section G2415.2 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new second paragraph to the existing paragraph to read as follows:

Section G2415.2. CSST. {existing text unchanged}....

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel, and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

- (rr) Section G2415.12 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section G2415.12. (404.12) Minimum burial depth. *Underground piping systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

- (ss) Section G2415.12.1 of the *International Residential Code*, 2021 edition, is hereby amended by deleting this section in its entirety as follows:

Section G2415.12.1. (404.12.1) Individual outside appliances. Deleted.

- (tt) Section G2417.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section G2417.1. (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the building official when the *piping system* is ready for testing. The equipment, material, power, and labor necessary for the inspections and test shall be furnished by the permit holder, and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

- (uu) Section G2417.4 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section G2417.4. (406.4) Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the pressure tests are made.

- (vv) Section G2417.4.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section G2417.4.1. (406.4.1) Test pressure. The test pressure to be used shall be not less than 3 psig (20 kPa gauge), or at the discretion of the building official, the *piping* and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diaphragm diameter of three and one-half inches (3 ½"), a set hand, 1/10 pound incrementation, and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation, and a pressure range not to exceed 20 psi.

For welded *piping*, and for piping carrying gas at pressures in excess of fourteen (14) inches of water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test

pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For *pipng* carrying gas at a pressure that exceeds 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

- (ww) Section G2420.1 (409.1) of the *International Residential Code*, 2021 edition, is hereby amended by adding a new Section G2420.1.4 (409.1.4), entitled “Valves in CSST installations,” to read as follows:

Section G2420.1.4. (409.1.4) Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) *pipng* systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration, but in no case greater than 12 inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *pipng*, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting *pipng*.

- (xx) Section G2420.5.1 of the *International Residential Code*, 2021 edition, is hereby amended by adding a sentence at the end to read as follows:

Section G2420.5.1. (409.5.1) Located within the same room. {existing text unchanged} A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

- (yy) Section G2421.1 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new second paragraph and new exception to read as follows:

Section G2421.1. (410.1) Pressure regulators. {existing text unchanged}
....

Access to regulators shall comply with the requirements for access to appliances as specified in section M1305.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

- (zz) Section G2422.1.2.3 of the *International Residential Code*, 2021 edition, is hereby amended by deleting Exception Nos. 1 and 4 in their entirety as follows:

Section G2422.1.2.3. (411.1.3.3) Prohibited locations and penetrations.

Exception No.1. Deleted

Exception No. 4. Deleted.

- (aaa) Section G2445.2 of the *International Residential Code*, 2021 edition, is hereby amended by adding a new exception to read as follows:

Section G2445.2. Prohibited use. {existing text unchanged}

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the building official, unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* section 108.7.

- (bbb) Section G2448.1.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section G2448.1.1. (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans, and scald protection shall be in accordance with this *code*.

- (ccc) Section P2603.3 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the

sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

- (ddd) Section P2603.5.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section P2603.5.1. Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

- (eee) Section P2801.6.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section P2801.6.1. Pan size and drain. *{existing text unchanged}*.....The pan shall not be less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 2906.5. Where a pan drain was not previously installed, a pan drain shall be required for replacement water heaters located on exterior walls or in garages. Replacement water heaters that are not located on an exterior wall or in a garage, shall not be required to add a pan drain, but must be equipped with an automatic shutoff or water-level detection device.

- (fff) Section P2801.7 of the *International Residential Code*, 2021 edition, is hereby amended by adding new Exception No. 2 to read as follows:

Section P2801.7. Water heaters installed in garages. *{existing text unchanged}*

Exception 2: Electric water heaters.

- (ggg) Section P2801.9 of the *International Residential Code*, 2021 edition, is hereby added to read as follows:

Section P2801.9 Water heaters installed in attics or with living space below. Water heaters other than tankless, when located in attic space or a space located above living space, shall be equipped with an approved device to automatically shut off the water supply if a water leak is detected.

- (hhh) Section P2804.6.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section P2804.6.1. Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacturer's installation instructions and installed in compliance with those instructions.

5. Discharge to an approved location or to the outdoors.

[remainder unchanged]

- (iii) Section P2902.5.3 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section P2902.5.3. Lawn sprinkler systems. The potable water supply system to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, or a reduced pressure principle backflow preventer. A valve shall not be installed down-stream from an atmospheric breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

All lawn sprinkler systems shall be equipped with a temperature sensing device that stops the flow of water through the lawn sprinkler system when the ambient temperature is thirty-eight degrees Fahrenheit or less. In addition, all systems shall be equipped with a device that stops the flow of water through the lawn sprinkler system when one-quarter inch or more of rain falls. Further, pursuant to Section 551.006 of the Texas Local Government Code, all lawn sprinkling systems shall comply with Section

1903.053 of the Texas Occupations Code, and any rules adopted by the Texas Commission on Environmental Quality pursuant to that section.

- (jjj) Section P3003.9.2 of the *International Residential Code*, 2021 edition, is hereby amended by deleting the exceptions to read as follows:

Section P3003.9.2. Solvent cementing.

Exceptions. Deleted.

- (kkk) Section P3005.2.2.1 of the *International Residential Code*, 2021 edition, is hereby added to read as follows:

Section P3005.2.2.1. Building sewer and sewer lateral junction. A clean out must be provided at this junction in compliance with most current Town of Flower Mound Design Criteria and Construction Standards.

- (lll) Section P3005.2.3 of the *International Residential Code*, 2018 edition, is hereby amended by adding a second paragraph to read as follows:

Section P3005.2.3. Building drain and building sewer junction.

For swimming pools that are constructed on lots that have public sewer, a drain or backwash line with a minimum size of 1½ inch must be provided. This line must direct waste into the public sewer by use of an air gap into a 3-inch trap. The trap seal of this trap must be protected from freezing, and the standpipe must rise at least 3 inches above grade.

- (mmm) Section P3111 of the *International Residential Code*, 2021 edition, together with all of its component sections, is hereby deleted in its entirety as follows:

Section P3111. Combination waste and vent system. Deleted.

Section 3111.1. Type of fixtures. Deleted.

Section 3111.1.1 Single-fixture systems. Deleted.

Section 3111.2. Installation. Deleted.

Section 3111.2.1. Slope. Deleted.

Section 3111.2.2. Vent connection. Deleted.

Section 3111.2.3. Vent size. Deleted.**Section 3111.3. Size and length.** Deleted.

- (nnn) Section P3112.2 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section P3112.2. Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain board height, and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air, or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level, and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius), and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

- (ooo) Section AH101.2 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section AH101.2 Permitted uses. Solid-roofed patio covers shall be permitted to be attached or detached. Attached solid-roofed patio covers must maintain the setbacks required for the main structure. Detached solid-roofed patio covers must be set back five feet from any building or structure located on the property, must be located no closer to the front property line than the main building, and must maintain a minimum of five feet from all property lines, except that on corner lots, the patio cover must adhere to the exterior side-yard setback established for the primary structure. Open-roofed patio covers shall be permitted to be attached or detached and must be located at least five feet from any property line and must be located no closer to the front property line than the main building. Patio covers shall be used

for recreational, outdoor living purposes and not as carports, storage areas, accessory buildings, or habitable rooms.

- (ppp) Section AH103.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section AH103.1. Patio covers. The sides of detached patio cover structures shall not enclose more than 25 percent of the exterior walls measured around the perimeter or more than 25 percent of the floor area measured under roof. Any structure that exceeds these percentages must be reviewed and permitted using the accessory building regulations. No patio cover may exceed 25 percent of the floor area of the main structure.

- (qqq) Section AH104.1 of the *International Residential Code*, 2021 edition, is hereby amended to read as follows:

Section AH104.1 Height. Attached patio covers must comply with the height requirements of the main structure. Detached patio covers shall be permitted as one-story structures not exceeding 14 feet in height, except that those located in SFE (single-family estate) and A (agriculture) zoning shall be limited in height to 20 feet. Height shall be measured from the average grade adjacent to the patio cover to the peak of the roof.

SECTION 4

From and after the effective date of this Ordinance, Section 14-573 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Board of Appeals," is hereby deleted and is replaced with the following:

"Sec. 14-573. Board of Appeals.

The members of the town board of adjustment are hereby appointed as the board of appeals as provided by the *International Residential Code*, 2021 edition, and any changes in membership of the board of adjustment shall likewise be reflected in the membership of said board of appeals."

SECTION 5

All ordinances, orders, or resolutions heretofore passed and adopted by 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

ORDINANCE NO. ____-22

PAGE 29

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 7

Any person who violates any provision of this Ordinance 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, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

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

SECTION 9

This Ordinance shall take effect and be in full force from and after its passage and publication, 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 18TH DAY OF APRIL 2022.

APPROVED:

Derek France, MAYOR

ORDINANCE NO. ____-22

PAGE 30

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 18, 2022

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the *International Energy Conservation Code*, 2021 edition, and local amendments thereto.

BACKGROUND INFORMATION: During the 77th regular session of the Texas Legislature, SB 5 was passed requiring all municipalities to adopt the 2000 *International Energy Conservation Code* as the energy code for Texas. This bill also required that a municipality must review and consider adopting each update to this code, which occurs in three-year cycles. The 2021 *International Energy Conservation Code* is the most current published energy code.

This code is designed to reduce the air pollutant emissions that are affecting the health of residents of this state and assist in moderating future peak electric power demand, as well as reduce energy consumption by residents and businesses in this state.

The North Central Texas Council of Governments (NCTCOG) brought together many area building officials, builders, and other design professionals for a regional review of this code. Town staff participated in many of these meetings and has reviewed the proposed amendments. The NCTCOG committee has encouraged municipalities to adopt the 2021 *International Energy Conservation Code* with specific regional amendments that should help builders and designers by providing consistent requirements when building and designing within the North Texas Region. The local amendments recommended by NCTCOG are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. ____-22**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL ENERGY CONSERVATION CODE*, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 77th Texas Legislature passed Senate Bill 5 ("SB 5") in 2001 adopting the *International Energy Conservation Code* for all structures in Texas not otherwise regulated by the *International Residential Code*; and,

WHEREAS, SB 5 requires all municipalities to adopt the *International Energy Conservation Code*, allows municipalities to adopt local amendments thereto, and further requires municipalities to review and consider adopting updates to the Code, which occur in three-year cycles; and,

WHEREAS, the current energy code in the Town is the 2018 edition of the *International Energy Conservation Code*, and the Town's energy code should be updated to the most current published energy code available; and,

WHEREAS, the Town of Flower Mound, together with other local governments of the North Central Texas Council of Governments region, has participated in a study of the 2021 edition of the *International Energy Conservation Code* to provide local amendments that address the conditions of the North Central Texas area; and,

WHEREAS, the 2021 edition of the *International Energy Conservation Code* is the most current published code available that addresses the standard for energy efficiency of buildings and structures within the Town; and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2021 edition of the *International Energy Conservation Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

ORDINANCE NO. ____-22

PAGE 2

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-601 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "International Energy Conservation Code Adopted," is hereby deleted and replaced with the following provision:

"Sec. 14-601. International Energy Conservation Code Adopted.

The *International Energy Conservation Code*, 2021 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the energy code of the town, the same as though the provisions of the *International Energy Conservation Code*, 2021 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-602."

SECTION 3

From and after the effective date of this Ordinance, Section 14-602 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Local Amendments to International Energy Conservation Code," is hereby deleted and replaced with the following provision:

"Sec. 14-602. Local Amendments to International Energy Conservation Code.

The *International Energy Conservation Code*, 2021 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section C101.1 and Section R101.1 of the *International Energy Conservation Code*, 2021 edition, are hereby amended to read as follows:

Section C101.1. Title. This code shall be known as the Energy Conservation Code of the Town of Flower Mound and shall be cited as such. It is referred to herein as "this code."

Section R101.1 Title. This code shall be known as the Energy Conservation Code of the Town of Flower Mound and shall be cited as such. It is referred to herein as “this code.”

- (b) Sections C102.1.2 and R102.1.2 of the *International Energy Conservation Code*, 2021 edition, are hereby added to read as follows:

Section C102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

Section R102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 and R403.3.3 respectively.

- (c) Sections C202 and R202 of the *International Energy Conservation Code*, 2021 edition, are hereby amended by adding a new definition of “Projection Factor” to the list of definitions, adding the definition of “Dynamic Glazing” to R202 only, and amending the definition of “Building Thermal Envelope,” in alphabetical order to read as follows:

BUILDING THERMAL ENVELOPE. *{Existing text unchanged}*. The building thermal envelope shall include any building element that separates a commercial occupancy from a residential occupancy and provides a boundary between conditioned spaces.

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance

measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

- (d) Section R401.2.5 of the *International Energy Conservation Code*, 2021 edition, is hereby amended by deleting this section in its entirety.

Section R401.2.5. Additional energy efficiency. Deleted.

- (e) Table R402.1.2 of the *International Energy Conservation Code*, 2021 edition, is hereby amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR	CEILING U-FACTOR
3	<u>0.32</u>	.029

- (f) Table R402.1.3 of the *International Energy Conservation Code*, 2021 edition, is hereby amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	SLAB R-VALUE & DEPTH
3	<u>0.32</u>	42	19 or 13+3ci or 0+15	0

- (g) Sections C402.2.8 and R402.2.14 of the *International Energy Conservation Code*, 2021 edition, are hereby added to read as follows:

Section C402.2.8. Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting, or other equivalent material approved by the building official.

Section R402.2.14. Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting, or other equivalent material approved by the building official.

- (h) Section R402.4.1.2 of the *International Energy Conservation Code*, 2021 edition, is hereby amended by adding a paragraph at the end to read as follows:

Section R402.4.1.2. Testing. *{Existing text unchanged}* ... Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed or have any financial interest in the company that constructs the structure.

- (i) Section R402.4.6 of the *International Energy Conservation Code*, 2021 edition, are hereby amended to read as follows:

Section R402.4.6. Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces.

- (j) Section C402.5.2 of the *International Energy Conservation Code*, 2021 edition, are hereby added to read as follows:

Section C402.5.2. Dwelling and sleeping unit enclosure testing. The building thermal envelope shall be tested in accordance with ASTM E779, ANSI/RESNET/ICC 380, ASTM E1827 or an equivalent method approved by the code official. The measured air leakage shall not exceed 0.30 cfm/ft² (1.5 Us m²) of the testing unit enclosure area at a pressure differential of 0.2 inch water gauge (50 Pa). Where multiple dwelling units or sleeping units or other occupiable conditioned spaces are contained within one building thermal envelope, each unit shall be considered an individual testing unit, and the building air leakage shall be the weighted average of all testing unit results, weighted by each testing unit's enclosure area. Units shall be tested separately with an unguarded blower door test as follows:

1. Where buildings have fewer than eight testing units, each testing unit shall be tested.
2. For buildings with eight or more testing units, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit

that exceeds the maximum air leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations.

- (k) Section R403.3.3 of the *International Energy Conservation Code*, 2021 edition, is hereby amended by adding a paragraph at the end to read as follows:

Section R403.3.3. Duct testing. (Mandatory). *{Existing text unchanged}*.

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individual must be an independent third-party entity, and may not be employed or have any financial interest in the company that constructs the structure.

- (l) Section R404.2 of the *International Energy Conservation Code*, 2021 edition, is hereby amended by deleting this section in its entirety.

Section R404.2. Interior lighting controls. Deleted.

- (m) Section R405.5.2 of the *International Energy Conservation Code*, 2021 edition, is hereby amended by adding a sentence to the end of the paragraph to read as follows:

Section R405.5.2. Specific approval. *{Existing text unchanged}*. Acceptable performance software simulation tools may include, but are not limited to, REM Rate™, Energy Gauge, and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.3.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

- (n) Table R406.4 of the *International Energy Conservation Code*, 2021 edition, is hereby amended to read as follows:

TABLE R406.4 ¹
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	63

¹ This table is effective until August 31, 2022.

TABLE R406.4 ²

MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	59

² The table is effective from September 1, 2022 to August 31, 2025.

TABLE R406.4 ³
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	57

³ This table is effective from September 1, 2025 to August 1, 2028.

SECTION 4

From and after the effective date of this Ordinance, Section 14-603 of Chapter 14 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Board of Appeals," is hereby deleted and replaced with the following:

"Sec. 14-603. Board of Appeals

The members of the Flower Mound Board of Adjustment are hereby appointed as the Board of Appeals as provided by the *International Energy Conservation Code*, 2021 edition, and any changes in membership of said Board of Adjustment shall likewise be reflected in the membership of said Board of Appeals."

SECTION 5

All ordinances, orders, or resolutions heretofore passed and adopted by 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

If any section, subsection, clause, phrase, or provision of this Ordinance or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 7

ORDINANCE NO. ____-22**PAGE 8**

Any person who violates any provision of this Ordinance 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, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

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

SECTION 9

This Ordinance shall take effect and be in full force from and after its passage and publication, 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 18TH DAY OF APRIL 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: April 18, 2022

FROM: Joelle Hainley, Building Official

ITEM: **Consider approval of an Ordinance amending Chapter 14, “Buildings and Building Regulations,” Article III, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the *International Plumbing Code, 2021 edition*, and the *International Fuel Gas Code, 2021 edition* and local amendments thereto.**

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and have replaced the Uniform Codes that were used in the past.

The Town of Flower Mound have been involved and supportive throughout the code development process and the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG).

The Town of Flower Mound is currently using the 2018 *International Plumbing Code* and the 2018 *International Fuel Gas Code*. The 2021 *International Plumbing Code* and the 2021 *International Fuel Gas Code* are the most current published plumbing and fuel gas codes at this time. It takes at least a year for area cities to complete the review of the codes and recommend regional amendments to the codes through the Council of Governments.

The *International Plumbing Code* (IPC) addresses the general design and plumbing aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IPC specifies, for example, what size water, sewer, and gas lines are required for a certain project. This code helps protect our drinking water from contaminants and controls certain types of waste to keep our sewage treatment at a minimum.

Similarly, the *International Fuel Gas Code* (IFGC) addresses the minimum standards for fuel gas supply and distribution systems within a building or structure. This code helps protect the community from natural gas leaks and propane leaks and the accompanying potential for poisoning, asphyxiation, fire, and even explosion.

This ordinance combines two codes -- the *International Plumbing Code* and the *International Fuel Gas Code* -- into one code, and both codes so combined will be referred to collectively as the plumbing code for the Town of Flower Mound. This combining of these codes was done as a convenience to the plumbing contractors, since state law requires that the installation of gas piping systems be performed by a state-licensed master plumber.

NCTCOG, along with Town staff, has reviewed both codes and recommended regional amendments to each. NCTCOG has encouraged area municipalities to adopt the 2021 *International Plumbing Code* and *International Fuel Gas Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. ____-22**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL PLUMBING CODE*, 2021 EDITION, AND THE *INTERNATIONAL FUEL GAS CODE*, 2021 EDITION AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and,

WHEREAS, the *International Plumbing Code* and *International Fuel Gas Code* have been prepared by the ICC and in addition to review by the North Central Texas Council of Governments (NCTCOG), have been reviewed by Town staff; and,

WHEREAS, the current plumbing code in the Town is the 2018 edition of the *International Plumbing Code* and the current fuel gas code in the Town is the 2018 edition of the *International Fuel Gas Code*, and the Town's plumbing code and fuel gas code should be updated to the most current published codes available; and,

WHEREAS, the 2021 editions of the *International Plumbing Code* and *International Fuel Gas Code* are the most current published codes available that address the general design and construction aspects of all plumbing in the Town, except for one- and two-family dwellings and townhouses (which are covered by the International Residential Code); and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2021 editions of the *International Plumbing Code* and *International Fuel Gas Code* and has determined that this will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-71 of the Code of Ordinances of the Town of Flower Mound, entitled "International Plumbing Code and International Fuel Gas Code Adopted," is hereby deleted and is replaced with the following:

"Sec. 14-71. International Plumbing Code and International Fuel Gas Code Adopted.

The *International Plumbing Code*, 2021 edition, and the *International Fuel Gas Code*, 2021 edition, a copy of each of which is on file in the office of the town secretary, are hereby adopted and designated as the plumbing codes of the town, the same as though the provisions of the *International Plumbing Code*, 2021 edition, and the *International Fuel Gas Code*, 2021 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-72. The term "plumbing code" refers to both codes as one combined code."

SECTION 3

From and after the effective date of this Ordinance, Section 14-72 of the Code of Ordinances of the Town of Flower Mound, entitled "Local Amendments to International Plumbing Code and International Fuel Gas Code," is hereby deleted and is replaced with the following:

"Sec. 14-72. Local Amendments to International Plumbing Code and International Fuel Gas Code.

The *International Plumbing Code*, 2021 edition, and the *International Fuel Gas Code*, 2021 edition, are hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) The Table of Contents under Chapter 7, Sanitary drainage, 713 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

713 Engineered Drainage Design7-12

- (b) Section 101.1 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations, combined with the regulations located in the *International Fuel Gas Code*, shall be known as the plumbing code of the town, hereinafter referred to as “this code.”

- (c) Section 101.5 of the *International Plumbing Code*, 2021 edition, is hereby added to read as follows:

Section 101.5. License and registration required. It shall be unlawful for any person, firm, or corporation to make any installation, alteration, repair, replacement, or remodel of any plumbing system regulated by this code without having registered a valid Texas Master Plumber’s License, or other applicable license, with the town. Said registration shall become null and void one year from the date of registration with the Town. If appropriate, a fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound, Texas.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel of any plumbing system regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the building official, preventing any additional permits from being issued, if it is determined by the building official that corrective action is needed for compliance with the requirements of section 18-32 of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound, shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the building official.

The supervising master or journeyman plumber shall be on the job site at all times while plumbing work is being performed. The ratio of helpers, apprentice plumbers, or otherwise unlicensed plumbers shall not exceed three (3) unlicensed plumbers to one (1) supervising master or journeyman plumber.

- (d) Section 102.8 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in chapter 15, and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.

- (e) Section 106.1 of the *International Plumbing Code*, 2021 edition, is hereby amended by adding a paragraph to read as follows:

Section 106.1. Where required. {Existing paragraph remains unchanged}. All permit applications for work required to be permitted by this code shall be submitted by a plumber licensed by the State of Texas and registered with the Town.

Exceptions:

1. An irrigator licensed by the Texas Commission on Environmental Quality and registered with the Town may submit permit applications for lawn irrigation systems.
 2. A registered general contractor may submit a building permit application as required by the *International Building Code* that includes plumbing work, as long as a licensed and registered plumber is named on said permit.
- (f) Section 106.5.3 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

Section 106.5.3. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance or if the work authorized on the site by such permit is suspended or abandoned at any time after the work has commenced for a period of 180 days. For this section, *suspended* or *abandoned* will be defined as an elapsed time between any two approved required inspections. Once a permit becomes invalid and before such building or work can be recommenced, a new permit shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work, and provided further that such suspension or

abandonment has not exceeded one year. In order to renew action on a permit after expiration of more than one year, the permittee shall submit a new application and pay a new full permit fee.

Exception: Water heater and boiler replacement permits must receive a final inspection within 10 days of installation.

- (g) Section 114 of the *International Plumbing Code*, 2021 edition, is hereby amended by deleting the entire section and replacing it with the following provision to read as follows:

Section 114. Means of appeals. Any person shall have the right to appeal a decision of the building official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

- (h) Section 305.1 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

Section 305.1. Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

- (i) Section 305.4.1 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

Section 305.4.1. Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

- (j) Section 305.7 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

Section 305.7. Protection of components of plumbing systems. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages, or other locations in a manner in which they could be exposed to damage shall be recessed into the wall or otherwise protected in an approved manner.

- (k) Section 306.2.4 of the *International Plumbing Code*, 2021 edition, is hereby added to read as follows:

Section 306.2.4. Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

- (l) Sections 312.10 of the *International Plumbing Code*, 2021 edition, is hereby deleted and replaced to read as follows:

Section 312.10. Cross-Connection Control Program

A. General. No water service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems ("TCEQ Rules") and this code. The water purveyor shall discontinue water service if a required backflow prevention assembly is not installed, maintained, and tested in accordance with the TCEQ Rules and this code.

B. Backflow prevention assembly installation, testing, and maintenance.

- (1) All backflow prevention assemblies shall be tested upon installation by a registered backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards shall be registered with the town and shall be tested and certified to be operating within specifications at least annually by a registered backflow prevention assembly tester. Such registration shall be effective annually and subject to the fee specified in Appendix A of the Code of Ordinances of the Town of Flower Mound.
- (2) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, the American Water Works Association's Recommended

Practice for Backflow Prevention and Cross-Connection Control (Manual M14), or The University of Southern California Manual of Cross-Connection Control.

- (3) Assemblies shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective. Original forms of such test, repairs, and overhaul shall be kept and submitted to the town within five (5) working days of the test, repair, or overhaul of each backflow prevention assembly.
- (4) No backflow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the town. Whenever the existing assembly or device is moved from the present location or cannot be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current edition, The University of Southern California Manual of Cross-Connection Control, current edition, or the current plumbing code, whichever control is more stringent.
- (5) Test gauges used for backflow prevention assembly testing shall be calibrated at least annually in accordance with the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current edition, or The University of Southern California Manual of Cross-Connection Control, current edition. The original calibration form must be submitted to the town within five (5) working days after calibration.
- (6) A recognized backflow prevention assembly tester must hold a current endorsement from the Texas Commission on Environmental Quality ("TCEQ" or "Commission").
- (7) Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether they are operable. In the absence of local provisions, the owner is responsible to ensure that testing is performed.
- (8) Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum breaker

assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies, hose connection backflow preventers, and spill-proof vacuum breakers shall be tested at the time of installation, immediately after repairs or relocation, and at least annually. The testing procedure shall be performed in accordance with applicable local provisions. In the absence of local provisions, the owner is responsible to ensure that testing is done in accordance with one of the following standards:

ASSE 5013; ASSE 5015; ASSE 5020; ASSE 5047; ASSE 5048; ASSE 5052; ASSE 5056; CSA B64.10; or, CSA B64.10.1.

C. Customer service inspections.

- (1) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.
- (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - (a) Plumbing Inspectors and Water Supply Protection Specialists that have been licensed by the Texas State Board of Plumbing Examiners.
 - (b) Certified Waterworks Operators and members of other water-related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold a current endorsement issued by the Commission.
- (3) The Customer Service Inspection must certify that:
 - (a) No direct connection between the public drinking water supply and a potential source of contamination exists.

- (b) Potential sources of contamination have been isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.
- (c) No cross-connection between the public water supply and a private water source exists. (Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.)
- (d) No connection which allows water to be returned to the public drinking water supply exists.
- (e) No pipe or pipe fitting which contains more than 8% lead has been used for the installation or repair of plumbing at any connection that provides water for human use.
- (f) No solder or flux which contains more than 0.2% lead has been used for the installation or repair of plumbing at any connection that provides water for human use. (A minimum of one lead test shall be performed for each inspection.)

D. Certified backflow prevention assembly tester responsibilities.

- (1) No certified backflow assembly tester shall operate within the town without first registering with the town.
- (2) A registration shall remain in effect provided:
 - (a) The tester maintains certification by the TCEQ; and
 - (b) Registration is not revoked by the town.
- (3) A tester shall annually renew his/her registration with the town. If a certification remains expired for a period of one year, the tester shall reestablish registration eligibility.
- (4) Each applicant for registration shall:

- (a) Provide proof of current certification in the State of Texas.
 - (b) Provide evidence to establish that the applicant has the necessary tools and equipment to properly test backflow prevention assemblies.
 - (c) Submit a list identifying all test gauges by the name of the manufacturer, model number, and the serial numbers of each gauge that will be used in testing backflow assemblies.
 - (d) Comply with and conform to all requirements of Chapter 18, Article II, Section 18-31, of the Code of Ordinances of the Town of Flower Mound.
- (5) A registered backflow prevention assembly tester shall:
- (a) Annually have each recorded test kit tested for accuracy and calibrated according to TCEQ regulations, and submit a copy of the test results at the time of registration or renewal.
 - (b) Perform competent and accurate certifications of each backflow prevention assembly tested and shall submit complete reports thereof to the town.
 - (c) List registered serial numbers of test gauges on tests and maintenance reports prior to submitting them to the town.
 - (d) Not change the design or operation characteristics of a backflow prevention assembly.
 - (e) Submit a copy of test results to the town within 15 days of testing.
 - (f) Maintain testing and repair records for a minimum of three years.
- (6) After notice, the town may revoke a registration if the town determines that the tester:
- (a) Has made false, incomplete, or inaccurate assembly testing reports;

- (b) Has used inaccurate gauges;
 - (c) Has used improper testing procedures;
 - (d) Is not in compliance with safety regulations;
 - (e) Has failed to submit the required information on his/her test kits or failed to calibrate gauges annually as required by subsection (5) above;
 - (f) Has violated any other provision of this code; or
 - (g) Is not in compliance with the requirements of Chapter 18, Article II, Section 18-32 of the Code of Ordinances of the Town of Flower Mound.
- (m) Section 314.2.1 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:
- Section 314.2.1. Condensate disposal.** Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. ... *{text unchanged}* ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.
- (n) Section 401.1 of the *International Plumbing Code*, 2021 edition, is hereby amended, in part, by adding a second paragraph to read as follows:
- Section 401.1. Scope.** *{Existing paragraph remains unchanged.}* The provisions of this chapter are meant to work in coordination with the provisions of the building code. Should any conflicts arise between the two chapters, the code official shall determine which provision applies.
- (o) Section 403.1 of the *International Plumbing Code*, 2021 edition, is hereby amended, in part, by adding a second paragraph to read as follows:
- Section 403.1. Minimum number of fixtures.** *{Existing paragraph remains unchanged.}*
- In other than E occupancies, the minimum number of fixtures in Table 403.1 may be lowered, if requested in writing by the applicant, stating reasons for a reduced number, and approved by the building official.
- (p) Section 403.2 of the *International Plumbing Code*, 2021 edition, is hereby amended by changing Exception 2. to read as follows:

Section 403.2 Separate facilities.

2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or less.

- (q) Section 409.2 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 409.2. Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. *{Remaining text unchanged.}*

- (r) Section 410.2 of the International Plumbing Code, 2021 edition, is hereby amended by adding a paragraph to read as follows:

Section 410.2. Small occupancies. {Existing paragraph remains unchanged.} Drinking fountains are not required in M and B Occupancies with an occupant load of 100 or less, and for dining and/or drinking establishments.

- (s) Section 413.4 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:

Section 413.4. Required location for floor drains. Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76mm) in diameter.
2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.
3. Public restrooms.

- (t) Section 424.3 of the International Plumbing Code, 2021 edition, is hereby added to read as follows:

Section 424.3. Surrounding material. Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip and 4 feet (1219 mm) above the floor

and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.

- (u) Section 502.6 of the International Plumbing Code, 2021 edition, is hereby added to read as follows:

Section 502.6. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2,438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) that is installed not more than ten (10) feet (3,048 mm) above the ground or floor level, may be accessible using a portable ladder.

Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided.

- (v) Section 504.6 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 504.6. Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve, or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacturer's installation instructions and installed with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.

6. Discharge in a manner that does not cause personal injury or structural damage.
 7. Discharge to a termination point that is readily observable by the building occupants.
 8. Not be trapped.
 9. Be installed so as to flow by gravity.
 10. Not terminate less than 6 inches or more than 24 inches (152 mm) above grade nor more than 6 inches above the waste receptor.
 11. Not have a threaded connection at the end of such piping.
 12. Not have valves or tee fittings.
 13. Be constructed of those materials listed in Section 605.4 or materials tested, rated, and approved for such use in accordance with ASME A112.4.1.
 14. Be one nominal size larger than the size of the relief valve outlet, where the relief valve discharge piping is installed with insert fittings. The outlet end of such tubing shall be fastened in place.
- (w) Section 606.1 of the *International Plumbing Code*, 2021 edition, is hereby amended, in part, as follows:
- Section 606.1. Location of full-open valves.** Delete items 4 and 5 from the list.
- (x) Section 606.2 of the *International Plumbing Code*, 2021 edition, is hereby amended to read as follows:
- Section 606.2. Location of shutoff valves.** Shutoff valves shall be installed in the following locations:
1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses, and similar occupancies.

2. On the water supply pipe to each appliance or mechanical equipment.

- (y) Section 608.1 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 608.1. General. A potable water supply system shall be designed, installed, and maintained in such a manner so as to prevent contamination from non-potable liquids, solids, or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, table 608.1, and as specifically stated in sections 608.2 through 608.17.10.

- (z) Section 608.17.1 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 608.17.1. Beverage dispensers. The water supply connection to beverage dispensers shall be protected against backflow by a reduced pressure principle backflow preventer (RPZ) or an air gap.

- (aa) Section 608.17.4 of the International Plumbing Code, 2021 edition, is hereby amended by adding a second paragraph to read as follows:

Section 608.17.4. Connection to automatic fire sprinkler system and standpipe system. *{First paragraph and exceptions remain unchanged}...*

The required backflow prevention device shall be installed in an approved; freeze protected, above ground structure, and should be monitored.

- (bb) Section 608.17.5 of the International Plumbing Code, 2021 edition, is hereby amended to add a second paragraph to read as follows:

Section 608.17.5. Connections to lawn irrigation systems. *{First paragraph unchanged}...*

All lawn sprinkling systems shall be equipped with a temperature sensing device that stops the flow of water through the lawn sprinkling system when the ambient temperature is thirty-eight degrees Fahrenheit (38° F) or less and a device that stops the flow of water through the lawn sprinkling system when one-quarter inch (1/4") or more of rain falls. Further, pursuant to Section 551.006 of the Texas Local Government Code, all lawn sprinkling systems shall comply with Section 1903.053 of the Texas Occupations Code, and any rules adopted by the Texas Commission on Environmental Quality under that section.

- (cc) Section 608.18 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 608.18. Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. In the absence of other local regulations, installation shall be in accordance with sections 608.18.1 through 608.18.8.

- (dd) Section 610.1 of the International Plumbing Code, 2021 edition, is hereby amended by adding an exception to read as follows:

Section 610.1. General.

Exception: With prior approval, the code official may waive this requirement when deemed unnecessary.

- (ee) Section 705.10.2 of the International Plumbing Code, 2021 edition, is hereby amended by deleting the exceptions as follows:

Section 705.10.2. Solvent cementing.

Exceptions: Deleted

- (ff) Section 712.4.3 of the International Plumbing Code, 2021 edition, is hereby added to read as follows:

Section 712.4.3. Dual pump system. All sumps shall be automatically discharged and, when in any “public use” occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see section 1113.

- (gg) Section 713 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

**Section 713.
ENGINEERED DRAINAGE DESIGN**

- (hh) Section 713.1 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be designed by a registered engineer using *approved* design methods.

- (ii) Section 803.3 of the International Plumbing Code, 2021 edition, is hereby added to read as follows:

Section 803.3. Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials.

- (jj) Section 903.1.1 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 903.1.1. Roof extension unprotected. Open vent pipes that extend through a roof shall be terminated at least six inches (6") (152 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (7') (2134 mm) above the roof.

- (kk) Section 918.3 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 918.3 Where permitted. This section shall only be used with pre-approval from the building official. A request, in writing, must be submitted with the permit application listing all reasons why open air venting cannot be utilized. If approved by the building official ... *{remainder of section unchanged}*.

- (ll) Section 1002.10 of the International Plumbing Code, 2021 edition, is hereby deleted as follows:

Section 1002.10. Plumbing in mental health centers. Deleted.

- (mm) Sections 1003.3.5, 1003.3.5.1, 1003.3.5.2, 1003.3.6, 1003.3.7, and 1003.3.8 of the International Plumbing Code, 2021 edition, are hereby deleted and replaced with a new Section 1003.3.5 to read as follows:

Section 1003.3.5. Sizing and location of traps and interceptors. When in the determination of the building official a device is needed, the following sizing, definitions, and locations shall apply.

Both interceptor and trap location must be approved and located outside the building. A design must be submitted at time of permit application.

For this section, the following definitions shall apply:

Grease interceptor- An interceptor of at least 750 gallons.

Grease trap- A device designed to retain grease from one (1) to a maximum of six (6) fixtures. If automatic dishwasher is used, fixture count is limited to a maximum of four (4) fixtures.

Single serve kitchen- A kitchen where the meals are served on disposable plates and utensils.

GREASE TRAPS:

If your system is within the definition for a grease trap, use the following sizing formula:

Total gallons per minute x .40 x 12 = Grease trap capacity in gallons.

Fixture	Fixture Abbreviation	Gallons per minute
Three compartment sink	3CP	15
Handwash sink	HWS	7.5
Mop sink	MS	22.5
Floor drain	FD	15
Prep sink	PS	7.5
Soaking sink	SS	7.5
Dishwasher	DW	22.5

GREASE INTERCEPTORS:

If your system does not fall under the definition of grease trap, the following formula must be used:

Sizing Formula

Number of meals Waste Flow Retention Storage Interceptor
Per peak hour x rate x time x factor = gallon capacity

Meals served at peak hour *
Waste flow rate

- (a) With dishwashing machine 6 gal.
- (b) Without dishwashing machine 5 gal.
- (c) Single serve kitchen 2 gal.

Retention time

(a) Commercial kitchen waste

Dishwasher-----	2.5 hours
-----------------	-----------

(b) Single serve kitchen	1.5 hours
--------------------------	-----------

Storage factor for fully equipped commercial kitchen - hours of operation

8 hours -	1
16 hours -	2
24 hours -	3
Single serve kitchen -	1.5

*- Meals served at peak hour may be obtained by the total number of fixed seats multiplied by 60 and divided by the estimated time a patron takes to eat. A restaurant which moves people quickly may have a seating time from 30 minutes to 45 minutes. Another may be from 90 minutes to 120 minutes. Where establishments have no fixed seating, the occupant load in the dining area must be used. For buildings with drive-through windows, an additional 60 occupants or seats must be added to peak meals per hour.

- (nn) Section 1101.8 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 1101.8. Cleanouts required. Cleanouts or manholes shall be installed in the building storm drainage system and shall comply with the provisions of this code for sanitary drainage pipe cleanouts.

- (oo) Section 1106.1 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 1106.1. General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate.

- (pp) Section 1108.3 of the International Plumbing Code, 2021 edition, is hereby amended to read as follows:

Section 1108.3. Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with section 1106. Scuppers shall be sized to prevent the depth of ponding water from

exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than four (4) inches (102mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

- (qq) Section 1202.1 of the International Plumbing Code, 2021 edition, is hereby amended by deleting the exceptions as follows:

Section 1202.1. Nonflammable medical gas. Exceptions 1 and 2. Deleted.

- (rr) Section 102.2 of the International Fuel Gas Code, 2021 edition, is hereby amended by adding an exception to read as follows:

Exception: Existing dwelling units shall comply with Section 621.2.

- (ss) Section 102.8 of the International Fuel Gas Code, 2021 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8, and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the National Electrical Code shall mean the electrical code as adopted.

- (tt) Section 306.5 of the International Fuel Gas Code, 2021 edition, is hereby amended, in part, by changing the first paragraph to read as follows:

Section 306.5. Equipment and appliances on roofs or elevated structures. Where equipment requiring access or appliances are installed on roofs or elevated structures at an aggregate height exceeding sixteen (16) feet (4,877 mm), such access shall be provided by a permanent interior or exterior approved means of access. Permanent exterior ladders providing roof access need not extend closer than twelve (12) feet (2,438 mm) to the finish grade or floor level below and shall extend to the equipment and appliance's level service space. Such access shall . . . *{bulk of section to read the same}*. . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). *{Remainder of section remains unchanged.}*

- (uu) Section 306.5.1 of the International Fuel Gas Code, 2021 edition, is hereby amended to read as follows:

Section 306.5.1. Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

- (vv) Section 306.7 of the International Fuel Gas Code, 2021 edition, is hereby added to read as follows:

Section 306.7. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2,438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) that is installed not more than ten (10) feet (3,048 mm) above the ground or floor level, may be accessible with a portable ladder.

Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with section 306.3.1.

- (ww) Section 401.5 of the International Fuel Gas Code, 2021 edition, is hereby amended by adding a second paragraph to read as follows:

Section 401.5. Identification. {Existing paragraph remains unchanged.}

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel, and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

- (xx) Section 402.3 of the International Fuel Gas Code, 2021 edition, is hereby amended by adding an exception to read as follows:

Section 402.3. Sizing. Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of ½ inch (18EHD).

- (yy) Section 404.12 of the International Fuel Gas Code, 2021 edition, is hereby amended to read as follows:

Section 404.12. Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (18") (458 mm) below grade to the top of the pipe.

- (zz) Section 404.12.1. of the International Fuel Gas Code, 2021 edition, is hereby amended to read as follows:

Section 404.12.1. Individual outdoor appliances. Deleted.

- (aaa) Section 406.1 of the International Fuel Gas Code, 2021 edition, is hereby amended to read as follows:

Section 406.1. General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power, and labor necessary for the inspections and test shall be furnished by the permit holder, and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

- (bbb) Section 406.4 of the International Fuel Gas Code, 2021 edition, is hereby amended to read as follows:

Section 406.4. Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

- (ccc) Section 406.4.1 of the International Fuel Gas Code, 2021 edition, is hereby amended to read as follows:

Section 406.4.1. Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half (3 ½) inches, a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of three (3) psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half (3 ½) inches, a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed twenty (20) psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure. Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

- (ddd) Section 406.4.2 of the *International Fuel Gas Code*, 2021 edition, is hereby amended to read as follows:

Section 406.4.2. Test duration. Test duration shall be held for a length of time satisfactory to the building official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches of water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the building official, but in no case for less than thirty (30) minutes.

- (eee) Section 409.1.4 of the *International Fuel Gas Code*, 2021 edition, is hereby added to read as follows:

Section 409.1.4. Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration, but in no case greater than twelve (12) inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors.

All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

- (fff) Section 410.1 of the *International Fuel Gas Code*, 2021 edition, is hereby amended by adding a second paragraph and exception to read as follows:

Section 410.1. Pressure regulators. {Existing paragraph remains unchanged.}

Access to regulators shall comply with the requirements for access to appliances as specified in section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

- (ggg) Section 621.2 of the *International Fuel Gas Code*, 2021 edition, is hereby amended by adding an exception to read as follows:

Section 621.2. Prohibited use.

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the code official, unless an unsafe condition is determined to exist as described in Section 108.7.

SECTION 4

All ordinances, orders, or resolutions heretofore passed and adopted by 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 5

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 6

Any person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided

in Section 1.06 of Chapter 1 of the Code of Ordinances of the Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

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

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 18TH DAY OF APRIL 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: April 18, 2022

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, “Buildings and Building Regulations,” Article IV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the *International Mechanical Code*, 2021 edition, and local amendments thereto.

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and replace the Uniform Codes that we have used in the past.

The Town of Flower Mound has been involved and supportive throughout the code development process and the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG). It takes at least a year for area cities to complete the review of the code and recommend regional amendments to the code through the Council of Governments.

The *International Mechanical Code* (IMC) addresses the general design and mechanical aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IMC helps create a healthy environment inside a building. The many different tools inside this code that an Architect or Engineer could use to keep air quality in a safe healthy range include formulas addressing replenishing of air that has been exhausted, filtering of incoming air, and the amount of outside air needed to keep the air supply within a building fresh.

NCTCOG, along with Town staff, has reviewed this code and recommended regional amendments. NCTCOG has encouraged area municipalities to adopt the 2021 *International Mechanical Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. ____-22**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE IV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL MECHANICAL CODE*, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and,

WHEREAS, the *International Mechanical Code* has been prepared by the ICC, and in addition to review by the North Central Texas Council of Governments (NCTCOG), has been reviewed by Town staff; and,

WHEREAS, the current mechanical code in the Town is the 2018 edition of the *International Mechanical Code*, and the Town's mechanical code should be updated to the most current published mechanical code available; and,

WHEREAS, the 2021 edition of the *International Mechanical Code* is the most current published code available that addresses the general design and construction aspects of all mechanical systems in the Town, except one- and two-family dwellings and townhouses (which are covered by the International Residential Code); and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2021 edition of the *International Mechanical Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-101 of the Code of Ordinances of the Town of Flower Mound, entitled "International Mechanical Code Adopted," is hereby deleted and is replaced with the following provision:

"Sec. 14-101. International Mechanical Code Adopted.

The *International Mechanical Code*, 2021 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the mechanical code of the town, the same as though the provisions of the *International Mechanical Code*, 2021 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-102."

SECTION 3

From and after the effective date of this Ordinance, Section 14-102 of the Code of Ordinances of the Town of Flower Mound, entitled "Local Amendments to International Mechanical Code," is hereby deleted and is replaced with the following provision:

"Sec. 14-102. Local Amendments to International Mechanical Code.

The *International Mechanical Code*, 2021 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section 101.1 of the *International Mechanical Code*, 2021 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the mechanical code of the Town, hereinafter referred to as "this code."

- (b) Section 101.5 of the *International Mechanical Code*, 2021 edition, is hereby added to read as follows:

Section 101.5. License and registration required. It shall be unlawful for any person, firm, or corporation to make or perform any installation, alteration, repair, replacement, or remodel of any mechanical system regulated by this code without having registered a valid Texas Mechanical

License, or other applicable license, with the town. Said registration shall become null and void one year from the date of registration with the Town. If appropriate, a fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound, Texas.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel of any mechanical system regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the building official preventing any additional permits being issued if it is determined by the building official that corrective action is needed for compliance with the requirements of Chapter 18, Article II, Section 18-32, of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the building official.

- (c) Section 102.8 of the *International Mechanical Code*, 2021 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in chapter 15, and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC electrical code shall mean the electrical code as adopted.

- (d) Section 106.1 of the *International Mechanical Code*, 2021 edition, is hereby amended by adding a paragraph to read as follows:

Section 106.1. Where required. {Existing paragraph remains unchanged}. All permit applications for work required to be permitted by this code shall be submitted by a mechanical contractor licensed by the Texas Department of Licensing and Regulations and registered with the Town.

Exception: A registered general contractor may submit a building permit application as required by the *International Building Code* that includes mechanical work, as long as a licensed and registered mechanical contractor is named on said permit.

- (e) Section 106.4.3 of the *International Mechanical Code*, 2021 edition, is hereby amended to read as follows:

Section 106.4.3. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance. Similarly, every permit issued shall become invalid if the work authorized on the site by such permit is suspended or abandoned at any time after the work has commenced for a period of 180 days. For this section, *suspended or abandoned* will be defined as an elapsed time between any two approved required inspections. Once a permit becomes invalid and before such building or work can be recommenced, a new permit shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration of more than one year, the permittee shall submit a new application and pay a new full permit fee.

- (f) Section 114 of the *International Mechanical Code*, 2021 edition, is hereby amended by deleting such section in its entirety and replacing it with the following provision, to read as follows:

Section 114. Application for appeal. Any person shall have the right to appeal a decision of the building official to the board of appeals established by ordinance.

- (g) Section 306.5 of the *International Mechanical Code*, 2021 edition, is hereby amended to read as follows:

Section 306.5. Equipment and appliances on roofs or elevated structures. Where equipment requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall{*Remainder unchanged.*}

- (h) Section 306.5.1 of the *International Mechanical Code*, 2021 edition, is hereby amended to read as follows:

Section 306.5.1. Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

- (i) Section 306.6 of the *International Mechanical Code*, 2021 edition, is hereby added to read as follows:

Section 306.6. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2,438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10-gallon water heater (or larger with approval) may be accessed through a lay-in ceiling when the water heater is installed not more than 10 feet (3,048 mm) above the ground or floor level and may be reached with a portable ladder.

Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with section 306.3.1.

- (j) Section 307.2.3 of the *International Mechanical Code*, 2021 edition, is hereby amended by changing item #2 to read as follows:

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard, such as dripping over a walking surface or other areas so as to create a nuisance.

- (k) Section 403.2.1 of the *International Mechanical Code*, 2021 edition, is hereby amended by adding a new item #5, to read as follows:

5. Toilet rooms within private dwellings that contain only a water closet, lavatory, or combination thereof may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

- (l) Section 501.3 of the *International Mechanical Code*, 2021 edition, is hereby amended by adding a fourth exception to read as follows:

4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

- (m) Section 607.5.1 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 607.5.1. Fire walls. Ducts and air transfer openings permitted in fire walls in accordance with section 706.11 of the *International Building Code* shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems, see Sections 510.1 through 510.9.

SECTION 4

All ordinances, orders, or resolutions heretofore passed and adopted by 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 5

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application

thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 6

Any person who violates any provision of this Ordinance 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, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

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

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 18TH DAY OF APRIL 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: April 18, 2022

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Swimming Pool and Spa Code, 2021 edition, and local amendments thereto and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: During the 86th regular session of the Texas Legislature, HB 2858 was passed requiring all municipalities that elect to regulate pools and spas to adopt the 2018 *International Swimming Pool and Spa Code* (ISPSC). This bill allows a municipality to review and consider adopting each update to this code, which occurs in three-year cycles. The proposed ordinance is to adopt the most current addition of the ISPSC, the 2021 edition.

The principle concerns of the *International Swimming Pool and Spa Code* are the protection of public health, safety, and welfare. The *International Swimming Pool and Spa Code* addresses the design, construction, alteration, remodeling, enlargement, and repair of swimming pools and spas.

The Town of Flower Mound has been involved and supportive throughout the code development process. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG). NCTCOG, along with Town staff, has reviewed this code and added regional amendments. NCTCOG has encouraged area municipalities to adopt the 2021 *International Swimming Pool and Spa Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. ____-22**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE VI, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL SWIMMING POOL AND SPA CODE*, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and,

WHEREAS, the *International Swimming Pool and Spa Code* has been prepared by the ICC, and in addition to review by the NCTCOG, has been reviewed by Town staff; and,

WHEREAS, the current swimming pool code in the Town is the 2018 edition of the *International Swimming Pool and Spa Code*, and the Town's swimming pool code should be updated to the most current published building code available; and,

WHEREAS, the Texas Legislature passed House Bill 2858 (HB 2858) in 2020 adopting the *International Swimming Pool and Spa Code* for municipalities of the state; and,

WHEREAS, HB 2858 provides that municipalities may adopt local amendments to the *International Swimming Pool and Spa Code*; and,

WHEREAS, the 2021 edition of the *International Swimming Pool and Spa Code* is the most current published code available that addresses the general design and construction aspects of swimming pools and spas in the Town; and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2021 edition of the *International Swimming Pool and Spa Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and,

ORDINANCE NO. ____-22

PAGE 2

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-171 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "International Swimming Pool and Spa Code Adopted" is hereby deleted and replaced with the following provision:

"Sec. 14-171. International Swimming Pool and Spa Code Adopted.

The *International Swimming Pool and Spa Code*, 2021 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the swimming pool code of the town, the same as though these provisions of the *International Swimming Pool and Spa Code*, 2021 edition, were copied at length in this section; subject to the deletions, amendments, and additions provided in section 14-172."

SECTION 3

From and after the effective date of this Ordinance, Section 14-172 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Amendments to Uniform Swimming Pool, Spa and Hot Tub Code," is hereby deleted and replaced with the following provision:

"Sec. 14-172. Local Amendments to International Swimming Pool and Spa Code

The *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section 101.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the *Swimming Pool and Spa Code* of the Town of Flower Mound and shall be cited as such and will be referred to herein as “this code.”

- (b) Section 102.9 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 102.9. Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to;

1. Texas Department of State Health Services (TDSHS); Standards for Public Pools and Spas; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two-family dwellings or townhouses).
2. Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS), TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with 2012 TAS, Section 242. (TAS rules do not apply to pools serving one- and two-family dwellings or townhouses).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed in compliance with the requirements of this Chapter.

- (c) Section 103.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 103.1. Creation of agency. The Building and Inspections Department is hereby created and the official in charge thereof shall be known as the *code official*.

- (d) Section 105.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 105.1. Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, or demolish a pool or spa or to erect, install, enlarge, alter, repair, remove, convert, or replace any system, the installation of which is regulated by this code, or causes any

such work to be performed, shall first make application to the *code official* and obtain the required *permits*.

It shall be the responsibility of any person, firm, or corporation, upon submittal of an application for a building permit for work regulated by this code, to register as a contractor with the town. Said registration shall become null and void one year from the date of registration with the Town. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the *code official*, preventing any additional permits being issued, if it is determined by the *code official* that corrective action is needed for compliance with the requirements of Section 18-32 of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the *code official*.

- (e) Section R105.2 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section R105.2. Application for permit. Each application for a permit shall be filed with the code official on an electronic application form furnished for that purpose and shall contain a general description of the proposed work and its location. The permit application shall contain such other information required by the code official.

- (f) Section 105.3 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 105.3. Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned 45 days after the date of filing, unless such application has been pursued in good faith

or a permit has been issued; except that the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 45 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- (g) Section 105.4.3 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 105.4.3. Expiration. Every swimming pool permit issued by the *code official* under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 180 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

- (h) Section 105.4.4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 105.4.4. Extensions. Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

- (i) Section 106.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 106.1. Construction documents. Construction documents, engineering calculations, diagrams, and other such data shall be submitted electronically. {remaining text unchanged}.

- (j) Section 108.6 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 108.6. Fee Refunds. Deleted

- (k) Sections 111 and 112 of the *International Swimming Pool and Spa Code*, 2021 edition, are hereby deleted in their entirety and replaced to read as follows:

Section 111.1 General. Appeals of orders, decisions, or determinations made by the *code official* relative to the application and interpretation of this code, shall be done in compliance with Chapter 78, Article II, Division 3. Board of Adjustment of the Town's code of ordinances. The members of the town board of adjustment are hereby appointed as the board of appeals as provided by the *International Swimming Pool and Spa Code*, 2021 edition, and any changes in membership of the board of adjustment shall likewise be reflected in the membership of said board of appeals.

- (l) Section 113.3 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 113.3. Prosecution of violation. Deleted

- (m) Section 113.4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 113.4. Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code may be punishable for each day of the violation set forth by the authority having jurisdiction.

- (n) Section 202 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended by amending the definition of "pool", which shall be inserted into the list of definitions to replace the amended definition in alphabetical order:

Section 202. Definitions. {Text of existing definitions save and except to the extent specifically amended herby remains unchanged.}

POOL. Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas. See "Public swimming pool" and "Residential swimming pool."

- (o) Section 302.6 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 302.6. Wastewater discharge. Where wastewater from pools or spas, such as backwash water from filters discharge to a building drainage

system, the connection shall be through an air gap in accordance with the International Plumbing Code or the International Residential Code as applicable in accordance with Section 102.7.1.

- (p) Section 303 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 303. Energy. Deleted

- (q) Section 304 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 304. Flood Hazard Areas. Deleted

- (r) Section 305.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 305.1. General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346, the areas where those spas or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7.

- (s) Section 305.2.4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 305.2.4. Mesh fence as barrier. Deleted

- (t) Section 305.2.5 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 305.2.5. Closely spaced horizontal members. Where a barrier is composed of horizontal and vertical members, and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members must be on located on the pool or spa side of the fence unless the barrier is a common fence between neighbors or the tops of any one member is at least 45 degrees, when measured from the horizontal, in which such members would not be considered horizontal. Spacing between vertical members shall not exceed 1.75 inches (44mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.

- (u) Section 305.4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended by adding an exception to read as follows:

Section 305.4. Structure wall as a barrier. Where a wall of a dwelling or structure serves as part of the barrier and where doors, gates or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Operable windows having a sill height of less than 48 inches above the indoor finished floor, doors, and gates shall have an alarm that produces an audible warning when the window, door, gate or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. {remaining text unchanged}.

Exception: Windows located on any story above grade level and windows equipped with a locking device located a minimum of 54" above the finished floor are not required to have an alarm.

{remaining text unchanged}.

- (v) Section 306.3 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 306.3. Step risers and treads. Step risers for decks of residential pools and spas shall be uniform with the greatest riser height in any set of stairs not exceeding the smallest by more than 0.375 inch and shall have a height not exceeding 7.5 inches.

- (w) Section 306.4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 306.4. Deck steps handrail required. Deleted.

- (x) Section 306.9.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 306.9.1. Hose bibbs. Deleted

- (y) Section 307.1.2 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 307.1.2. Colors and finishes. Deleted.

- (z) Section 307.1.4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 307.1.4. Accessibility. Deleted.

- (aa) Section 307.2.4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 307.2.4. Surface condition. Deleted.

- (bb) Section 309.2 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 309.2. Treatment and circulation system equipment. Deleted.

- (cc) Section 311.6 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 311.6. Pressure or vacuum gauge. Deleted.

- (dd) Section 311.7 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 311.7. Flow measurement. Deleted.

- (ee) Section 311.8 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 311.8. Instructions. Deleted.

- (ff) Section 315.2.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 315.2.1. Circulation systems. Deleted.

- (gg) Section 316.4.2 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 316.4.2. Access prohibited. Deleted.

- (hh) Section 319 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 319. Sanitizing Equipment. Deleted.

- (ii) Section 320.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 320.1. Backwash water or draining water. Backwash water and draining water shall be discharged to the sanitary sewer, or if no sanitary sewer is available to the property (lots with septic systems), it shall be disposed of by other means approved by the state or local authority.

- (jj) Section 321.2 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 321.2. Artificial lighting required. Deleted.

- (kk) Section 321.2.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 321.2.1. Pool and deck illumination. Deleted.

- (ll) Section 321.2.2 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 321.2.2. Illumination intensity. Deleted.

- (mm) Section 321.2.3 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 321.2.3. Underwater lighting. Deleted.

- (nn) Section 321.3 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 321.3. Emergency illumination. Deleted.

- (oo) Section 324 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Section 324. Equipment Rooms. Deleted.

- (pp) Chapter 4 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Chapter 4. Public Swimming Pools. Deleted.

- (qq) Chapter 5 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Chapter 5. Public Spas and Public Exercise Spas. Deleted.

- (rr) Chapter 6 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby deleted in its entirety to read as follows:

Chapter 6. Aquatic Recreation Facilities. Deleted.

- (ss) Section 804.1 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby amended to read as follows:

Section 804.1. General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

- (tt) Chapter 12 of the *International Swimming Pool and Spa Code*, 2021 edition, is hereby added to read as follows:

Section 1201. Location requirements.

- (a) **Front yard.** No swimming pool, spa, or hot tub shall be located within the required or established front yard. On a corner lot, where both street exposures are treated as front yards, for the purposes of this section, the front yard shall be determined by the placement of the main building along with the legal address.
- (b) **Side yard.** All swimming pools, spas, and hot tubs must be located at least five feet from the side property line to the water's edge.
- (c) **Rear yard.** All swimming pools, spas, and hot tubs must be located at least five feet from the rear property line to the water's edge.

- (d) **Easements.** No swimming pool, spa, or hot tub, including applicable decks, shall be located within an easement.
- (e) **Equipment.** No equipment may be placed within the required or established front yard as defined in subsection (a) of this section, or within any easement. Equipment in relation to the pool shall not be affixed to any required perimeter fencing or common fences between property owners. Adequate drainage must be provided between any equipment and any property line. At a minimum, two feet must be maintained.

Section 1202. Required inspections.

- (a) **Pre-drainage inspection.** This visual inspection verifies and approves the Drainage and Access plan that was submitted during the plan review phase.
- (b) **Belly steel and pool placement inspection.** Before any concrete or gunite can be placed, the belly steel and placement of the pool shall be inspected and approved. Rebar shall be a minimum size of three-eighths of an inch and located no more than 12 inches on center each way.
- (c) **Deck steel, electrical bond, electrical underground and plumbing.** Before any concrete is placed for the pool deck, the placement of steel and the electrical bond shall be inspected and approved. The concrete deck shall be a minimum thickness of 3½ inches. Rebar shall be a minimum size of three-eighths of an inch and located no more than 18 inches on center each way. The bond conductor shall be a minimum size of No. 8 AWG. A minimum of four ground clamps that are evenly spaced around the pool shall be required to electrically bond the pool from stray ground current. All electrical conductors buried in the ground shall be inspected and approved prior to covering. All pool plumbing shall be subjected to a minimum water test of 15 psi.
- (d) **P-trap and gas line.** Before the backwash line, p-trap, and gas line are covered in any way, those items shall be inspected and approved. All pools shall have a p-trap and backwash line connected to the sanitary sewer.

Exception: Aboveground pools and spas that have a capacity of 750 gallons or less are not required to install a p-trap or backwash line. On lots that do not have access to town sewer and where sanitary drainage is provided through a septic system, no p-trap or backwash line is required; however, adequate drainage must be provided to allow for drainage of the pool.

- (e) **Pre-plaster inspection.** Before any water is placed in the pool, the permanent fence shall be installed, inspected, and approved.
- (f) **Final drainage inspection.** At the time of this inspection, all drain lines and dirt work must be completed. Installation of permeant vegetation in all disturbed areas must be installed before receiving a final drainage approval.

Exception: If pre-approved, the requirement for final vegetation may be waived. If permeant vegetation is waived, erosion control devices would be required in all disturbed areas before this inspection could be approved.

- (g) **Pool final.** All pool permits must receive an approved final inspection within 180 days of the issue date, or the permit will be expired.

SECTION 4

All ordinances, orders, or resolutions heretofore passed and adopted by 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 5

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 6

ORDINANCE NO. ____-22

PAGE 14

Any person who violates any provision of this Ordinance 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, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

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

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 18TH DAY OF APRIL 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: April 18, 2022

FROM: Billy Sterner, Fleet Services Manager

ITEM: Consider approval of the purchase of unleaded and diesel fuels through an existing Interlocal Agreement with Tarrant County, in the estimated annual amount of \$832,000.

BACKGROUND INFORMATION: This item is to approve the purchase of unleaded and diesel fuels for the Town's bulk fuel storage tanks located at Fleet Services and the Fire Stations. The term of the contract is twelve months, with the option to renew for three (3) additional twelve-month periods.

Deliveries will be made to the Town's storage tanks and used to fuel a majority of the Town's fleet. The Town estimates an annual expenditure of \$113,000 of diesel fuel purchases for Fire & Emergency Services Tanks and \$719,000 for the purchase of unleaded and diesel fuels for the Fleet Services Tanks; for a combined estimated annual amount of \$832,000.

Tarrant County bid this as a cooperative purchasing agreement to develop and encourage cooperative purchasing efforts and reduce the cost of fuel to all participants. Fuel prices will be based on the Dallas Metro Texas Oil Price Information Service (OPIS) daily rack price on the actual delivery date of the fuel, plus/minus the guaranteed differential.

The Town of Flower Mound and Tarrant County entered into an Interlocal Agreement effective July 26, 2000. Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 and the Texas Local Government Code, Chapter 271, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$832,000

Proposed Expenditure/ (Revenue):	Account Number(s):
\$608,000 Unleaded Fuel – Fleet Services Tanks	100-1111
\$111,000 Diesel Fuel – Fleet Services Tanks	100-1112
\$82,000 Diesel Fuel – Fire & Emergency Svs.	100-660-63000-2080
\$31,000 Diesel Fuel – Fire & Emergency Svs.	100-660-61000-2080

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Tarrant County Contract

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

1. Bid No. 2022-063 - Annual Contract for Fuel - Countywide -Various Vendors
- Per Unit Price



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 11DATE: 03/15/2022

**SUBJECT: BID NO. 2022-063 - ANNUAL CONTRACT FOR FUEL -
COUNTYWIDE -VARIOUS VENDORS - PER UNIT PRICE**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. 2022-063, Annual Contract for Fuel, Countywide, to the following vendors at the per unit price:

Primary	Jack Ray Oil Co.
Secondary	Douglas Distributing

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Sixty-five (65) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on February 9, 2022, was attended by eight (8) vendor as well as representatives from Precinct 1, Facilities Management, Central Garage, and Purchasing. Six (6) bids and two (2) no-bids were received.

Bids were evaluated by Precinct 1, Facilities Management, Central Garage, and Purchasing representatives. Award recommendations are the low bids meeting specifications.

The term of the contract is twelve (12) months, effective April 7, 2022, with three (3) options for renewal periods of twelve (12) months each.

Therefore, it is the joint recommendation of Precinct 1, Facilities Management, Central Garage, and Purchasing that Bid No. 2022-063, be awarded to the vendors listed above at the per unit price.

FISCAL IMPACT

Expenses for last year were approximately \$800,000.00. Orders are placed on an as-needed basis.

SUBMITTED BY:	Purchasing	PREPARED BY:	Emily Salter
		APPROVED BY:	Chris Lax, CPSM, CPCP



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: _____ Bid No. 2022 - 063 - Annual Contract for Fuel -
Countywide -Various Vendors - Per Unit Price

County Department: _____ PURCHASING

Contact Person: _____ Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: _____ (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

Bid No. 2022-063 Annual Contract for Fuel

			Primary Award				Secondary Award		
			Jack Ray Oil Company Grand Praire, TX				W. Douglass Distributing Sherman, TX		
			HUB:	No			HUB:	No	
			Co-op:	Yes			Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid		Diff.	Plus or Minus	Total Amount Bid
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	1,671,000	\$ 0.0150	+	\$ 25,065.00		\$ 0.0200	+	\$ 33,420.00
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1,197,200	\$ 0.0083	+	\$ 9,936.76		\$ 0.0133	+	\$ 15,922.76
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	416,095	\$ 0.0078	+	\$ 3,245.54		\$ 0.0128	+	\$ 5,326.02
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	416,095	\$ 0.0578	+	\$ 24,050.29		\$ 0.0628	+	\$ 26,130.77
5	Reformulated Gasoline Mid Grade, Transport Load, 7,500 Gallons or more	379,975	\$ 0.0400	+	\$ 15,199.00		\$ 0.0450	+	\$ 17,098.88
6	Reformulated Gasoline Mid Grade, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0333	+	\$ 0.03		\$ 0.0383	+	\$ 0.04
7	Reformulated Gasoline Mid Grade, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ (0.0241)	-	\$ (0.02)		\$ (0.0291)	-	\$ (0.03)
8	Reformulated Gasoline Mid Grade, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0259	+	\$ 0.03		\$ 0.0309	+	\$ 0.03

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

			Global Montello Group Corp. Waltham, MA				Colonial Oil Industries Inc. Savannah, GA			
			HUB:		No		HUB:		No	
			Co-op:		Yes		Co-op:		Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid		
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	1,671,000	\$ 0.0143	+	\$ 23,895.30	\$ 0.0183	+	\$ 30,579.30		
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1,197,200	\$ 0.0304	+	\$ 36,394.88	\$ 0.0466	+	\$ 55,789.52		
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	416,095	\$ 0.1055	+	\$ 43,898.02	\$ 0.2425	+	\$ 100,903.04		
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	416,095	\$ 0.1727	+	\$ 71,859.61	\$ 0.3825	+	\$ 159,156.34		
5	Reformulated Gasoline Mid Grade, Transport Load, 7,500 Gallons or more	379,975	\$ 0.0042	+	\$ 1,595.90	\$ 0.0037	+	\$ 1,405.91		
6	Reformulated Gasoline Mid Grade, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0153	+	\$ 0.02	\$ 0.0320	+	\$ 0.03		
7	Reformulated Gasoline Mid Grade, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.0154	+	\$ 0.02	\$ 0.2925	+	\$ 0.29		
8	Reformulated Gasoline Mid Grade, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0326	+	\$ 0.03	\$ 0.4325	+	\$ 0.43		

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

			U.S. Venture, Inc. Appleton, WI				Pinnacle Petroleum, Inc. Huntington Beach, CA			
Item No	Description	EST Usage	HUB:	Co-op:	Diff.	Plus or Minus	Total Amount Bid	HUB:	Co-op:	Total Amount Bid
			No	Yes				Yes	Yes	
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	1,671,000	\$ 0.0540	+	\$ 90,234.00	+	\$ 19,884.90	\$ 0.0119	+	\$ 19,884.90
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1,197,200	\$ 0.1000	+	\$ 119,720.00	+	\$ 122,353.84	\$ 0.1022	+	\$ 122,353.84
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	416,095	\$ 0.1900	+	\$ 79,058.05	+	\$ 51,138.08	\$ 0.1229	+	\$ 51,138.08
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	416,095	\$ 0.2900	+	\$ 120,667.55	+	\$ 1,830,818.00	\$ 4.4000	+	\$ 1,830,818.00
5	Reformulated Gasoline Mid Grade, Transport Load, 7,500 Gallons or more	379,975	\$ 0.0540	+	\$ 20,518.65	+	\$ (3,343.78)	\$ (0.0088)	-	\$ (3,343.78)
6	Reformulated Gasoline Mid Grade, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.1000	+	\$ 0.10	+	\$ 0.06	\$ 0.0643	+	\$ 0.06
7	Reformulated Gasoline Mid Grade, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.1900	+	\$ 0.19	+	\$ 0.08	\$ 0.0803	+	\$ 0.08
8	Reformulated Gasoline Mid Grade, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.2900	+	\$ 0.29	+	\$ 4.49	\$ 4.4900	+	\$ 4.49

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

			Primary Award				Secondary Award			
			Jack Ray Oil Company Grand Praire, TX				W. Douglass Distributing Sherman, TX			
			HUB:	No			HUB:	No		
			Co-op:	Yes			Co-op:	Yes		
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid		Diff.	Plus or Minus	Total Amount Bid	
9	Reformulated Gasoline Plus, Transport Load, 7,500 Gallons or more	1	\$ 0.0900	+	\$ 0.09		\$ 0.0950	+	\$ 0.10	
10	Reformulated Gasoline Plus, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0833	+	\$ 0.08		\$ 0.0883	+	\$ 0.09	
11	Reformulated Gasoline Plus, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ (0.0741)	-	\$ (0.07)		\$ (0.0791)	-	\$ (0.08)	
12	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0759	+	\$ 0.08		\$ 0.0809	+	\$ 0.08	
13	E85 Gasoline, Transport Load, 7,500 Gallons or more	50,000	\$ 0.0900	+	\$ 4,500.00		\$ 0.0950	+	\$ 4,750.00	
14	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	135,000	\$ 0.0833	+	\$ 11,245.50		\$ 0.0883	+	\$ 11,920.50	
15	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	15,500	\$ (0.0741)	-	\$ (1,148.55)		\$ (0.0791)	-	\$ (1,226.05)	
16	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	15,500	\$ 0.0759	+	\$ 1,176.45		\$ 0.0809	+	\$ 1,253.95	
17	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	1,200,000	\$ 0.0350	+	\$ 42,000.00		\$ 0.0400	+	\$ 48,000.00	

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Item No	Description	EST Usage	Global Montello Group Corp. Waltham, MA				Colonial Oil Industries Inc. Savannah, GA			
			HUB:	No	HUB:		HUB:	No	HUB:	
			Co-op:	Yes	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid	Diff.
9	Reformulated Gasoline Plus, Transport Load, 7,500 Gallons or more	1	\$ 0.0036	+	\$	0.00	\$ (0.0363)	-	\$	(0.04)
10	Reformulated Gasoline Plus, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0097	+	\$	0.01	\$ (0.0080)	-	\$	(0.01)
11	Reformulated Gasoline Plus, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.0398	+	\$	0.04	\$ 0.2925	+	\$	0.29
12	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0170	+	\$	0.02	\$ 0.4325	+	\$	0.43
13	E85 Gasoline, Transport Load, 7,500 Gallons or more	50,000	\$ 0.0343	+	\$	1,715.00	\$ 0.0549	+	\$	2,745.00
14	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	135,000	\$ 0.0504	+	\$	6,804.00	\$ 0.0832	+	\$	11,232.00
15	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	15,500	\$ 0.1255	+	\$	1,945.25	\$ 0.3925	+	\$	6,083.75
16	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	15,500	\$ 0.1927	+	\$	2,986.85	\$ 0.4825	+	\$	7,478.75
17	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	1,200,000	\$ 0.0171	+	\$	20,520.00	\$ (0.0084)	-	\$	(10,080.00)

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

			U.S. Venture, Inc. Appleton, WI				Pinnacle Petroleum, Inc. Huntington Beach, CA			
			HUB:	No		HUB:	Yes		Yes	
			Co-op:	Yes		Co-op:	Yes		Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid	Diff.	Total Amount Bid
9	Reformulated Gasoline Plus, Transport Load, 7,500 Gallons or more	1	\$ 0.0540	+	\$ 0.05	\$ 0.1100	+	\$ 0.11		
10	Reformulated Gasoline Plus, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.1000	+	\$ 0.10	\$ 0.1860	+	\$ 0.19		
11	Reformulated Gasoline Plus, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.1900	+	\$ 0.19	\$ 0.2020	+	\$ 0.20		
12	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.2900	+	\$ 0.29	\$ 4.6200	+	\$ 4.62		
13	E85 Gasoline, Transport Load, 7,500 Gallons or more	50,000	\$ 0.0540	+	\$ 2,700.00	\$ 0.0119	+	\$ 595.00		
14	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	135,000	\$ 0.1000	+	\$ 13,500.00	\$ 0.1022	+	\$ 13,797.00		
15	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	15,500	\$ 0.1900	+	\$ 2,945.00	\$ 0.1229	+	\$ 1,904.95		
16	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	15,500	\$ 0.2900	+	\$ 4,495.00	\$ 3.1585	+	\$ 48,956.75		
17	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	1,200,000	\$ 0.0610	+	\$ 73,200.00	\$ (0.0224)	-	\$ (26,880.00)		

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

				Primary Award			Secondary Award		
				Jack Ray Oil Company Grand Praire, TX			W. Douglass Distributing Sherman, TX		
				HUB:	No		HUB:	No	
				Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid		Diff.	Plus or Minus	Total Amount Bid
18	No. 2, Diesel (TxLED, Short Transport Load, 4,000 Gallons to 7,499 Gallons	630,000	\$ 0.0283	+	\$	17,829.00	\$ 0.0333	+	\$ 20,979.00
19	No. 2, Diesel (TxLED, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	398,350	\$ (0.0142)	-	\$	(5,656.57)	\$ (0.0092)	-	\$ (3,664.82)
20	No. 2, Diesel (TxLED, Short Tank Wagon Load, 1,499 Gallons or less	398,350	\$ 0.0358	+	\$	14,260.93	\$ 0.0408	+	\$ 16,252.68
21	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$0.00	+	\$	\$0.00	\$ 0.0050	+	\$ 0.01
22	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0067	+	\$	0.01	\$ 0.0117	+	\$ 0.01
23	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	163,780	\$ 0.0218	+	\$	3,570.40	\$ 0.0268	+	\$ 4,389.30
24	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	163,780	\$ 0.0718	+	\$	11,759.40	\$ 0.0768	+	\$ 12,578.30
Total Bid Amount:				\$	177,033.38		\$	213,131.53	

Bid No. 2022-063 Annual Contract for Fuel

			Global Montello Group Corp. Waltham, MA				Colonial Oil Industries Inc. Savannah, GA			
Item No	Description	EST Usage	HUB:	No		Co-op:	HUB:	No		
				Yes			Co-op:	Yes		
			Diff.	Plus or Minus	Total Amount Bid		Diff.	Plus or Minus	Total Amount Bid	
18	No. 2, Diesel (TxLED, Short Transport Load, 4,000 Gallons to 7,499 Gallons	630,000	\$ 0.0332	+	\$ 20,916.00		\$ 0.0237	+	\$ 14,931.00	
19	No. 2, Diesel (TxLED, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	398,350	\$ 0.1083	+	\$ 43,141.31		\$ 0.1925	+	\$ 76,682.38	
20	No. 2, Diesel (TxLED, Short Tank Wagon Load, 1,499 Gallons or less	398,350	\$ 0.1755	+	\$ 69,910.43		\$ 0.3325	+	\$ 132,451.38	
21	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$ 0.0094	+	\$ 0.01		\$ (0.0034)	-	\$ (0.00)	
22	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0055	+	\$ 0.01		\$ 0.0287	+	\$ 0.03	
23	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	163,780	\$ 0.0756	+	\$ 12,381.77		\$ 0.1975	+	\$ 32,346.55	
24	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	163,780	\$ 0.1428	+	\$ 23,387.78		\$ 0.3375	+	\$ 55,275.75	
Total Bid Amount:			\$		381,352.23		\$		676,982.12	

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

			U.S. Venture, Inc. Appleton, WI				Pinnacle Petroleum, Inc. Huntington Beach, CA			
			HUB:	No			HUB:	Yes		
			Co-op:	Yes			Co-op:	Yes		
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid		Diff.	Plus or Minus	Total Amount Bid	
18	No. 2, Diesel (TxLED, Short Transport Load, 4,000 Gallons to 7,499 Gallons	630,000	\$ 0.1210	+	\$ 76,230.00		\$ 0.0421	+	\$ 26,523.00	
19	No. 2, Diesel (TxLED, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	398,350	\$ 0.2210	+	\$ 88,035.35		\$ 0.3416	+	\$ 136,076.36	
20	No. 2, Diesel (TxLED, Short Tank Wagon Load, 1,499 Gallons or less	398,350	\$ 0.3210	+	\$ 127,870.35		\$ 2.7500	+	\$ 1,095,462.50	
21	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$ 0.0660	+	\$ 0.07		\$ 0.0119	+	\$ 0.01	
22	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.1260	+	\$ 0.13		\$ 0.0522	+	\$ 0.05	
23	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	163,780	\$ 0.2260	+	\$ 37,014.28		\$ 0.3811	+	\$ 62,416.56	
24	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	163,780	\$ 0.3260	+	\$ 53,392.28		\$ 2.1400	+	\$ 350,489.20	
Total Bid Amount:			\$		909,581.92		\$		3,730,202.17	

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: April 18, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21 and No. 05-22 for adjustments to the General Fund, Library Development Fund, and Vehicle and Equipment Replacement Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the third proposed adjustment of the FY 2021-2022 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.

If approved, General Fund revenues will increase by \$1,650 from \$76,409,310 to \$76,410,960 and expenditures in the General Fund will increase by \$140,150 from \$76,258,996 to \$76,399,146.

In the Parks and Recreation Services Department, expenditures will increase by \$140,150 from \$9,433,764 to \$9,573,914. The Town contracts with a company to mow the parks, medians, and right of ways. In March, the contract expired and was re-bid. The bids came back higher than the budget. The budget needs to be increased to accommodate the higher price of the new bid. The Park Services expenditures will increase by \$130,000 and the Twin Coves Park expenditures will increase by \$8,500. In the Sports Leagues division, expenditures will increase by \$1,650. The Town's youth football provider donated money to purchase two team benches for the Town's athletic league. General Fund revenues will also increase by \$1,650 because of the donation.

In the Library Development Fund, expenditures will increase by \$27,000 from \$10,000 to \$37,000. The Library plans to construct a concrete bench with embedded bronze letters outside the children's area of the Library. The bench will hold a bronze statue commissioned and donated by the Friends of the Library to celebrate the Library's expansion. The department will use fund balance from the Library Development Fund to pay for the bench.

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$333,135 from \$2,110,170 to \$2,443,305. Due to supply chain issues, the wait time for a new ambulance is 12-18 months. Ambulance 6100-02 was originally scheduled to be replaced in FY 22-23. In order to receive the ambulance sooner, the department is requesting to order the replacement now instead of waiting until October 1. Doing so will ensure the department has the equipment they need without a gap in service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:		Account Number(s):
\$	1,650	Fund 100 General Fund
\$	1,650	
Proposed Expenditure:		Account Number(s):
\$	140,150	Fund 100 General Fund
	27,000	Fund 300 Library Development Fund
	333,135	Fund 565 Vehicle and Equipment Replacement Fund
\$	500,285	

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022, AS ADOPTED BY ORDINANCE NO. 38-21 AND AMENDED BY ORDINANCE NO. 50-21 and NO. 05-22, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, LIBRARY DEVELOPMENT FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT 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, 2021, and ending on September 30, 2022; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 38-21 on September 20, 2021 and amended by Ordinance 50-21 on December 6, 2021 and by Ordinance 05-22 on February 21, 2022; 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, 2021, and ending on September 30, 2022, as heretofore adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21 and No. 05-22, is hereby amended to provide for adjustments to the General Fund, Library Development Fund, and Vehicle and Equipment Replacement 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.

ORDINANCE NO. _____

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 18th DAY OF APRIL, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2021-2022**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

General Fund revenues will increase by \$1,650 from \$76,409,310 to \$76,410,960 and expenditures in the General Fund will increase by \$140,150 from \$76,258,996 to \$76,399,146.

In the Parks and Recreation Services Department, expenditures will increase by \$140,150 from \$9,433,764 to \$9,573,914. The Town contracts with a company to mow the parks, medians, and right of ways. In March, the contract expired and was re-bid. The bids came back higher than the budget. The budget needs to be increased to accommodate the higher price of the new bid. The Park Services expenditures will increase by \$130,000 and the Twin Coves Park expenditures will increase by \$8,500. In the Sports Leagues division, expenditures will increase by \$1,650. The Town's youth football provider donated money to purchase two team benches for the Town's athletic league. General Fund revenues will also increase by \$1,650 because of the donation.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 62,725,378	62,725,378	\$ 62,725,378	\$ -
Charges for services	4,945,020	4,945,020	4,946,670	1,650
Licenses and permits	2,673,425	2,673,425	2,673,425	-
Fines and forfeits	845,010	845,010	845,010	-
Investment earnings	25,300	25,300	25,300	-
Intergovernmental Revenue	1,200,000	1,200,000	1,200,000	-
Interfund Transfer	3,077,185	3,273,012	3,273,012	-
Other revenue	722,165	722,165	722,165	-
Total	\$ 76,213,483	\$ 76,409,310	\$ 76,410,960	\$ 1,650
Expenditures:				
Town Manager's Office	\$ 2,396,363	\$ 2,396,363	\$ 2,396,363	\$ -
Legislative Services	516,632	516,632	516,632	-
Development Services	2,227,363	2,235,563	2,235,563	-
Parks and Recreation Services	9,417,591	9,433,764	9,573,914	140,150
Library Services	2,077,771	2,077,771	2,077,771	-
Police Services	17,236,662	17,246,508	17,246,508	-
Financial Services	3,674,017	3,863,477	3,863,477	-
Administrative Services	6,728,501	6,973,358	6,973,358	-
Fire and Emergency Services	17,720,659	17,769,306	17,769,306	-
Communications	703,797	703,797	703,797	-
Non-Departmental Services	3,983,944	4,410,674	4,410,674	-
Public Works	6,969,289	7,088,494	7,088,494	-
Environmental Services	1,543,289	1,543,289	1,543,289	-
Total	\$ 75,195,878	\$ 76,258,996	\$ 76,399,146	\$ 140,150

ORDINANCE NO. _____

REASON FOR ADJUSTING THE LIBRARY DEVELOPMENT FUND APPROPRIATION:

Library Development Fund expenditures will increase by \$27,000 from \$10,000 to \$37,000. The Library plans to construct a concrete bench with embedded bronze letters outside the children's area of the Library. The bench will hold a bronze statue commissioned and donated by the Friends of the Library to celebrate the Library's expansion. The department will use fund balance from the Library Development Fund to pay for the bench.

<u>Library Development Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Library Development	\$ 10,000	\$ 10,000	\$ 37,000	\$ 27,000
Total	\$ 10,000	\$ 10,000	\$ 37,000	\$ 27,000

REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND APPROPRIATION:

The Vehicle and Equipment Replacement Fund expenditures will increase by \$333,135 from \$2,110,170 to \$2,443,305. Due to supply chain issues, the wait time for a new ambulance is 12-18 months. Ambulance 6100-02 was originally scheduled to be replaced in FY 22-23. In order to receive the ambulance sooner, the department is requesting to order the replacement now instead of waiting until October 1. Doing so will ensure the department has the equipment they need without a gap in service.

<u>Vehicle & Equipment Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Vehicles & Equipment	\$ 1,500,000	\$ 2,110,170	\$ 2,443,305	\$ 333,135
Total	\$ 1,500,000	\$ 2,110,170	\$ 2,443,305	\$ 333,135



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: April 18, 2022

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

ITEM: Consider approval of Amendment No. 4 to the Fiscal Year 2021-2022 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2021-2022 Capital Improvement Program (CIP) Amendment 3, was approved by Town Council February 7, 2022. The proposed CIP Amendment No. 4, for FY 2021-2022, would increase the currently adopted from the Utility Fund budgeted expenditures from \$20,453,000 to \$22,253,000. General Capital budgeted expenditures remain unchanged.

FISCAL IMPACT:

Proposed CIP:

FY 2021-2022:	General Capital Projects	\$15,594,494
	Utility Capital Projects	\$22,253,000
Five-Year CIP Plan:	General Capital Projects	\$274,964,743
	Utility Capital Projects	\$222,536,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2021-2022 CIP Amendment No. 4 Change.

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 4 Changes
3. CIP Amendment 4

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

Project Modification Listing

Attachment 1

April 18, 2022

FY 2021-2022 - CIP Amendment 4

Utility Funds

Water

Description

FY 21-22

5 Yr CIP

Lake Forest Boulevard 12-Inch Water Line Phase II	Reduce FY 2021-22 debt sale, from \$412,000 to no debt sale. Debt funding is moved to FY 2022-23. Move \$88,000 of water impact fees to FY 2022-2023. Project is development driven and debt sale is not required this year.	(\$500,000)	\$0
Morriss Road Water Lines Phase III (Eaton to Waketon)	Reduce FY 2021-22 debt sale, from \$400,000 to no debt sale. Debt funding moved to FY 2022-23. Project schedule pushed to FY 2022-23 due to volatile material costs specific to ductile iron water pipe.	(\$400,000)	\$0
Total Water Impact		(\$900,000)	\$0
Wastewater			
Oak Street Lift Station and Force Main Phase IV	Reduce FY 2021-22 debt sale, from \$1,780,000 to no debt sale, replace debt sale with Wastewater Impact Fees, and add additional Wastewater Impact Fees necessary to complete project. Cost increases for auxiliary power generation equipment, bypass pumping, and lift station pumping equipment have resulted in significant total project construction cost increases.	\$2,700,000	\$0
Total Wastewater Impact		\$2,700,000	\$0
Total Utility Fund Impact		\$1,800,000	\$0

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	836,000	1,264,000	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	-	-
	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	-	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	FM 2499 at Waketon Road 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 Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	3,693,000	-	-	-	-
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	-
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	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 **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	-	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	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	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 31,517,319	\$ 6,491,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 177,784,656	\$ 105,467,656		\$ 4,069,000	\$ 68,248,000	\$ -	\$ 8,161,000	\$ 3,933,000	\$ 240,000	\$ 240,000	\$ 55,674,000

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Drive **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,130,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	670,000	2,8	1,200,000	-	-	-	-	-	1,200,000
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	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 Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,959,000		\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	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	-	-	-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-		-	-	-	1,650,593	1,562,593	1.2	88,000	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1.2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	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 Park) **	-	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 Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion		150,000						150,000	150,000	8							
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000			560,000	-	560,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000		-	8,000,000	-		8,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	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	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-
	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	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	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 tabels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood 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		-	-	-	-	-	-	-
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000		-	5,000,000	-	5,000,000	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 12,890,000	\$ 3,775,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,810,000	\$ 26,250,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -
	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 15,594,494	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$274,964,743	\$168,632,743		\$ 11,302,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 56,874,000

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	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 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	-	-	-	-	-	-	-	
	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
OLD	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	88,000	0	-	1,672,000	412,000	-	-	-	1,260,000	
NEW	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	-	500,000	-	-	-	1,260,000	1,760,000	88,000	0	-	1,672,000	-	412,000	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	-	6,000,000	-	-	-	-	6,000,000	
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	-	16,450,000	-	-	-	-	16,450,000	
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	-	365,000	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriess Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
	Morriess Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriess Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	
OLD	Morriess Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,550,000	-	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	400,000	-	-	-	-	
NEW	Morriess Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,150,000	400,000	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	-	400,000	-	-	-	
	Morriess Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	-	1,050,000	-	1,050,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
	Pintail 30" Water Line (Pintail Pump Station to Morriess Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	1,380,000	150,000	1,230,000	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	1,230,000	1,430,000	70,000	0	1,360,000	130,000	-	-	-	-	1,230,000	
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	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	780,000	-	-	-	-	-	1,080,000	-	300,000	780,000	780,000	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	1,400,000	-	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	1,350,000	-	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	1,114,000	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	1,114,000	
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	900,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	-	600,000	250,000	50,000	50,000	50,000	50,000	-	
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	6,500	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	-	1,410,000	-	1,410,000	-	-	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
OLD	SUBTOTAL	\$ 30,319,405	\$ 11,942,000	\$ 12,707,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405		\$ 18,635,000	\$ 101,967,000	\$ 6,827,000	\$ 6,751,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000
NEW	SUBTOTAL	\$ 30,319,405	\$ 11,042,000	\$ 13,607,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405		\$ 18,635,000	\$ 101,967,000	\$ 6,015,000	\$ 7,563,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000

** Project Includes ADA Improvements

- 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 2021-2022 Amendment 4
4/18/2022

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	200,000	125,000	-	-	-	-	-	325,000	325,000	2	-	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	Colonial Drive Stormwater 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 Stabilization at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	-	1,670,000	200,000	-	-	-	3,080,000	1,410,000	2,4,7	-	\$ 1,670,000	-	1,670,000	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-
	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	2,060,000	-	-	-	-	-	2,410,000	2,410,000	1,2	-	\$ -	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-
	SUBTOTAL	\$ 2,535,000	\$ 2,185,000	\$ 1,670,000	\$ 400,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 7,840,000	\$ 6,170,000		\$ -	\$ 1,670,000	\$ -	\$ 1,670,000	\$ -	\$ -	\$ -

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	-	2,800,000	-	2,800,000	-	-	2,800,000	-	-	-	-	2,800,000	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	3,730,000	330,000	2	2,150,000	1,250,000	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-	-	2,550,000	-	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	564,500	2,000,000	-	-	-	-	-	2,564,500	-	564,500	2,000,000	2,000,000	-	-	-	-	-
	Lopo Sewer line Replacement	-	340,000	-	-	-	-	-	340,000	-	-	340,000	340,000	-	-	-	-	-
	Melody Court Sewer Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	-	1,100,000	-	-	-	-	1,100,000	-	-	1,100,000	-	1,100,000	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	-	1,090,000	-	-	-	1,090,000	-	-	1,090,000	-	-	1,090,000	-	-	-
OLD	Oak Street Lift Station and Force Main Phase IV	380,500	3,019,500	-	-	-	-	-	3,400,000	1,239,500	0,2	380,500	1,780,000	1,780,000	-	-	-	-
NEW	Oak Street Lift Station and Force Main Phase IV	380,500	5,719,500	-	-	-	-	-	6,100,000	3,019,500	0,2	380,500	-	-	-	-	-	-
	Riverwalk Collector (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0,2	-	90,000	-	-	-	-	90,000
	Southside Force Main Extension	-	-	2,500,000	-	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	1,000,000	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0,3,5	-	2,900,000	-	-	-	2,900,000	-
	Southside Pump Upgrade	90,000	-	590,000	-	-	-	-	680,000	390,000	0,5	-	290,000	-	290,000	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	-	-	-	-	-	-	1,540,000	-	-	1,540,000	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	-	150,000	1,120,000	-	-	-	-	1,270,000	150,000	2	-	1,120,000	-	1,120,000	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	-	440,000	-	-	-	440,000	-	-	440,000	-	-	440,000	-	-	-
	Timber Creek Trunk Line (Morris Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-	-	875,000	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morris Road)	-	-	-	-	550,000	-	-	550,000	-	-	550,000	-	-	-	550,000	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	-	480,000	-	-	-	480,000	-	-	480,000	-	-	480,000	-	-	-
	Upper Timber Interceptor (Morris Road to One Place Lane)	-	400,000	4,200,000	-	-	-	-	4,600,000	400,000	2	-	4,200,000	-	4,200,000	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	-	430,000	-	430,000	-	-	430,000	-	-	-	-	430,000	-
	Wastewater System Model Update	237,285	6,500	6,500	6,500	6,500	6,500	-	269,785	269,785	0,5	-	-	-	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	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 Rehabilitation (Brookville Lane to Garden Road)	-	-	-	-	390,000	-	-	390,000	-	-	390,000	-	-	-	390,000	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 24,262,285	\$ 6,326,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 65,734,285	\$ 6,874,285		\$ 22,610,000	\$ 36,250,000	\$ 4,370,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 3,480,000
NEW	SUBTOTAL	\$ 24,262,285	\$ 9,026,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 68,434,285	\$ 8,654,285		\$ 22,610,000	\$ 34,470,000	\$ 2,590,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 3,480,000
OLD	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 20,453,000	\$ 24,144,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 219,836,690	\$ 38,704,690		\$ 41,245,000	\$ 139,887,000	\$ 11,197,000	\$ 16,381,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000
NEW	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 22,253,000	\$ 25,044,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 222,536,690	\$ 40,484,690		\$ 41,245,000	\$ 138,107,000	\$ 8,605,000	\$ 17,193,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	836,000	1,264,000	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	-	-
	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	-	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	FM 2499 at Waketon Road 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 Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	-	3,693,000	-	-	-
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	-
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	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 **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	-	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	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	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 31,517,319	\$ 6,491,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 177,784,656	\$ 105,467,656		\$ 4,069,000	\$ 68,248,000	\$ -	\$ 8,161,000	\$ 3,933,000	\$ 240,000	\$ 240,000	\$ 55,674,000

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Drive **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,130,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	-	1,170,000	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	670,000	2,8	1,200,000	-	-	-	-	-	1,200,000
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	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 Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,959,000		\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	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	-	-	-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-		-	-	-	1,650,593	1,562,593	1.2	88,000	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1.2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	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 Park) **	-	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 Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion		150,000						150,000	150,000	8							
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000			560,000	-	560,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000		-	8,000,000	-		8,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	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	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-
	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	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	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 tabels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood 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		-	-	-	-	-	-	-
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000		-	5,000,000	-	5,000,000	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 12,890,000	\$ 3,775,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,810,000	\$ 26,250,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -

	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 15,594,494	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$274,964,743	\$168,632,743		\$ 11,302,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 390,000	\$ 56,874,000
--	--------------------------	---------------	---------------	---------------	---------------	--------------	--------------	---------------	---------------	---------------	--	---------------	---------------	------	---------------	---------------	------------	------------	---------------

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	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 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	-	-	-	-	-	-	-	
	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	-	500,000	-	-	-	1,260,000	1,760,000	88,000	0	-	1,672,000	412,000	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	-	6,000,000	-	-	-	-	6,000,000	
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	-	16,450,000	-	-	-	-	16,450,000	
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	365,000	365,000	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriss Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,150,000	400,000	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	-	400,000	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	-	1,050,000	-	1,050,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
	Pintail 30" Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	1,380,000	150,000	1,230,000	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	1,230,000	1,430,000	70,000	0	1,360,000	130,000	-	-	-	-	1,230,000	
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	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	780,000	-	-	-	-	-	1,080,000	-	300,000	780,000	780,000	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	1,400,000	-	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	1,350,000	-	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	1,114,000	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	1,114,000	
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	900,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	-	600,000	250,000	50,000	50,000	50,000	50,000	-	
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	6,500	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	-	1,410,000	-	1,410,000	-	-	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 30,319,405	\$ 11,042,000	\$ 13,607,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405		\$ 18,635,000	\$ 101,967,000	\$ 6,015,000	\$ 7,563,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000

** Project Includes ADA Improvements

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 2021-2022 Amendment 4
4/18/2022

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	200,000	125,000	-	-	-	-	-	325,000	325,000	2	-	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	Colonial Drive Stormwater 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 Stabilization at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	-	1,670,000	200,000	-	-	-	3,080,000	1,410,000	2,4,7	-	\$ 1,670,000	-	1,670,000	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-
	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	2,060,000	-	-	-	-	-	2,410,000	2,410,000	1,2	-	\$ -	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-
	SUBTOTAL	\$ 2,535,000	\$ 2,185,000	\$ 1,670,000	\$ 400,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 7,840,000	\$ 6,170,000		\$ -	\$ 1,670,000	\$ -	\$ 1,670,000	\$ -	\$ -	\$ -

*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
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 4
4/18/2022

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	-	2,800,000	-	2,800,000	-		-	2,800,000	-	-	-	-	2,800,000	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	3,730,000	330,000	2	2,150,000	1,250,000	250,000	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-		2,550,000	-	-	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	564,500	2,000,000	-	-	-	-	-	2,564,500	-		564,500	2,000,000	2,000,000	-	-	-	-	-
	Lopo Sewer line Replacement	-	340,000	-	-	-	-	-	340,000	-		-	340,000	340,000	-	-	-	-	-
	Melody Court Sewer Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	-	1,100,000	-	-	-	-	1,100,000	-		-	1,100,000	-	1,100,000	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	-	1,090,000	-	-	-	1,090,000	-		-	1,090,000	-	-	1,090,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	380,500	5,719,500	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	-
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	2,500,000	-	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	1,000,000	-	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	590,000	-	-	-	-	680,000	390,000	0.5	-	290,000	-	290,000	-	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	-	-	-	-	-	-	1,540,000	-		1,540,000	-	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	-	150,000	1,120,000	-	-	-	-	1,270,000	150,000	2	-	1,120,000	-	1,120,000	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	-	440,000	-	-	-	440,000	-		-	440,000	-	-	440,000	-	-	-
	Timber Creek Trunk Line (Morriss Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	-	-	550,000	-	-	550,000	-		-	550,000	-	-	-	550,000	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	-	480,000	-	-	-	480,000	-		-	480,000	-	-	480,000	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	-	400,000	4,200,000	-	-	-	-	4,600,000	400,000	2	-	4,200,000	-	4,200,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	-	430,000	-	430,000	-		-	430,000	-	-	-	-	430,000	-
	Wastewater System Model Update	237,285	6,500	6,500	6,500	6,500	6,500	-	269,785	269,785	0.5	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	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 Rehabilitation (Brookville Lane to Garden Road)	-	-	-	-	390,000	-	-	390,000	-		-	390,000	-	-	-	390,000	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 24,262,285	\$ 9,026,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 68,434,285	\$ 11,354,285		\$ 22,610,000	\$ 34,470,000	\$ 2,590,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 3,480,000	\$ 14,090,000
	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 22,253,000	\$ 25,044,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 222,536,690	\$ 43,184,690		\$ 41,245,000	\$ 138,107,000	\$ 8,605,000	\$ 17,193,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000	\$ 96,249,000

*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 COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: April 18, 2022

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of the Best Value Bid Nos. 2022-31-A (Northwest), 2022-32-A (Southeast), 2022-33-A (Southwest & Twin Coves Park) and 2022-34-A (Northeast) Landscape Maintenance Program to BrightView Landscape Services at the unit prices bid, in the estimated annual amount of \$1,144,509.70; and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Parks Services Division oversees landscape maintenance in the Town's parks, medians and right-of-ways. The previous bid for these services was awarded in 2017 and there are no additional renewal options left under the contract terms. Park Services issued four separate bids, dividing the Town into geographic quadrants; with the intent that dividing the Town into more manageable quadrants would attract additional bidders.

The bid specifications were updated to add new service locations from the past year and four separate bids were issued. A Notice to Bidders was advertised and email notifications were sent to 10 different vendors. A total of six vendors were represented at the two mandatory pre-bid meetings and a total of four vendors submitted bids (two vendors chose to only submit bids for one of the quadrants). All of the bids received were over the approved budget for the Landscape Maintenance Program.

An evaluation committee consisting of representatives from the Parks and Recreations Services Department evaluated the bids based on cost, equipment, safety program, work history/references and considered the approved budget. Park Services decided not to award maintenance of the common areas around the athletic fields at all three complexes (redlined from contracts). This is in accordance with the bid instructions that state "The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors". In accordance with the evaluation process, staff recommends award of all four bids, with the above mentioned changes, to BrightView Landscape Services, as the best value bidder. BrightView was the awarded vendor for the Lake Forest Landscape Maintenance contract and is currently providing services for the Town. This contract is for an initial one-year period with four (4) one-year renewal options.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the contract and request that staff either rebid or try to negotiate with the current vendor to agree to an extension.

FISCAL IMPACT: \$1,144,509.70

Proposed Expenditure/(Revenue):	Account Number(s):
\$323,268.90	100-630-33000-5110 2022-31A Northwest
\$393,048.90	100-630-33000-5110 2022-32A Southeast
\$161,386.00	100-630-33000-5110 2022-33A Southwest
\$ 46,198.50	100-630-33100-5110 2022-33A Southwest
\$220,607.40	100-630-33000-5110 2022-34A Northeast

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1. Contract for Bid No 2022-31A
2. Contract for Bid No 2022-32A
3. Contract for Bid No 2022-33A
4. Contract for Bid No 2022-34A

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Brightview Landscape Services, 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 products/services relative to: Best Value Bid for Landscape Maintenance Program - Northwest (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Pricing, Equipment, and Safety Program. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **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.
24. **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.
25. **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.
26. **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:

Ashlie Kirk
 Business Developer
 BrightView Landscape Services
 1464 West 1st Street
 Prosper, TX 75078

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.

27. **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.
28. **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.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

Ali Mortazavi
 Vice President of Finance

Mayor Derek France

Date:

Date: _____



Purchasing Services

Addendum No. 1

Issued 2/15/2022

Bid No:	2022-31-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Northwest)
Questions Deadline:	03/10/2022 12:00 PM (CT)
Bids Due:	03/17/2022 11:00 AM (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.

REPLACE ORIGINAL BID PACKET WITH THE ATTACHED DOCUMENT

The reason for the changes is that the Town decided to hold an additional pre-bid meeting and to extend the Questions Deadline Date and Bid Due Date.

If you attended the pre-bid meeting on 2/15/2022; you are welcome to attend the second meeting; however, it is not required. It will be mandatory for all bidders to have attended one of the meetings and signed the official Pre-Bid Meeting Sign-In Sheet in order for their bid to be considered.

LINK TO MAP OF PARKS AND AREAS TO BE SERVICED

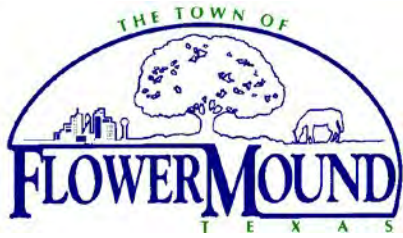
Please review this map viewable on the Town's website includes all areas of the Landscape Maintenance Contracts.

<https://flowermound.maps.arcgis.com/apps/webappviewer/index.html?id=43214095b7b44d9aae7bf838c53e40ed>

All other provisions of the contract documents, plans and specifications shall remain the same.

For questions regarding this addendum contact:

Marquita Shamlin
Purchasing – Buyer
marquita.shamlin@flower-mound.com



Purchasing & General Services Best Value Bid

Bid No:	2022-31-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Northwest)
Mandatory Pre-Bid Meeting	February 15, 2022 at 10:30am (CST)
Must attend 1 meeting	February 22, 2022 at 9:00am (CST)
Questions Deadline:	March 10, 2022 at 12:00pm (CST)
Due Date and Time:	March 17, 2022 at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

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

Question Deadline:

The Town of Flower Mound requires that all questions relating to this proposal be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on March 10, 2022.** No questions will be answered over the phone. Questions will only be accepted until the stated deadline.

Please note: All bidders must attend at least one (1) Mandatory Pre-Bid Meeting in order for your bid to be considered and the meetings are held on 2/15/2022 and 2/22/2022 in Jody Smith Hall located in Town Hall at 2121 Cross Timbers Road, Flower Mound, TX 75028.

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. A list of the firms who submitted a response will be 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.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The Town of Flower Mound is seeking a vendor to provide the Landscape Maintenance Program (Northwest).

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Town reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Town.

RFB Advertise Dates	January 30, 2022 and February 6, 2022
RFB Release Date	January 30, 2022
Mandatory Pre-bid Meeting:.....	February 15, 2022 at 10:30am (Central Time)
.....	February 22, 2022 at 9:00am (Central Time)
Deadline for Questions:	March 10, 2022 at 12:00pm (Central Time)
Due Date and Time.....	March 17, 2022 at 11:00am (Central Time)
Council Approval Date.....	April 5, 2022 or April 19, 2022

3 CONTRACT TERM

Initial one (1)-year term with options to renew for four (4) additional one-year terms.

Town of Flower Mound

Bid No. 2022-31-A

Best Value Bid for Landscape Maintenance Program - Northwest

I. Introduction

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

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

II. Pre-Bid Conference and Site Visits

A. Pre-Bid Conference – Attendance is Mandatory in order to submit a Bid

A mandatory pre-bid conference will be conducted on February 15, 2022 at 10:30am (central time) and February 22, 2022 at 9:00am at the location listed below.

Town of Flower Mound
Jody Smith Hall at Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

B. Site Visit

A pre-bid site visit will not be conducted. However, each vendor is **strongly encouraged** to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

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

III. Scope of Services

A. Landscape Maintenance Program General Requirements

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

a. Mowing

Mowing all turf areas as follows:

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

b. Edging

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

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

c. Bed Maintenance

- 1) All bed areas will be policed for weeds, paper and debris.
- 2) All planter beds, tree circles, sidewalk cracks, etc., are to be sprayed periodically to control unwanted grasses and broadleaf

weeds.

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

d. Ornamental Tree Requirements

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

- 1) Removal of dead, damaged, improper branching and diseased portions of the plant.
- 2) All cuts shall be flush and clean, leaving no stubs or tearing of bark.
- 3) Emergency or minor pruning shall be performed when needed.
- 4) Provide remedial attention and repair to shrubs and trees as appropriate by season, or in response to incidental damage.
- 5) Trim, prune and remove suckers from ornamental tree as needed or directed by the Town department representative
- 6) Monitor and inspect ornamental trees to detect pest problems, Treat and control pests in compliance with the State of Texas Structural Pest Control Board Laws and Regulations of the Texas Department of Agriculture.

e. Trash Receptacles and Pet Waste Stations

- 1) All trash receptacles located within the park shall be inspected during each mowing cycles.
- 2) All can liners are to be replaced when container is $\frac{1}{4}$ full. If container liner is holding water, the container is to be emptied of water each cycle. Liner requirements are as follows for all trash receptacles:
 - a) Minimum of .90 mil., 40"x46" with a capacity of 40-45 gallons
 - b) All bags are to have a star bottom.
- 3) All pet waste stations located within the contracted area shall be

inspected and restocked during each mowing cycles. Bag requirements are as follows for all pet waste stations.

- a) Biodegradable bags on a boxed roll, 200 bags per roll with perforated bag separation. 8" wide x 13" tall.

2. Unless otherwise instructed, the successful bidder(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the bidder and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
3. The successful bidder(s) will be required to send a facsimile or e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
4. The successful bidder shall set mowing equipment to a height of one and one half inches, unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
5. The successful bidder(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful bidder shall be responsible for replacement of all trees, shrubs, ground covers and designated wildflower areas destroyed by the successful bidder(s), employees or agents of the successful bidder(s) during maintenance operations. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful bidder(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful bidder(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. The successful bidder(s) shall furnish all supplies, tools, and equipment to be used on the job.
7. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town department representative, and proper posting in the area where the chemicals are used.
8. The successful bidder(s) shall comply with all applicable governmental laws and regulations.
9. The Town shall not be liable for any loss or damage sustained by the successful

bidder(s). The successful bidder(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful bidder(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

10. The successful bidder(s) shall fill out invoice forms for monthly payments.
11. The successful bidder(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
12. Unit prices are to reflect the charges for mowing and associated tasks at each location.
13. A bid response constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this bid document.
14. The successful bidder(s) shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
15. The successful bidder(s) will be responsible for any damages to the irrigation system due to negligence on the part of the bidder or the bidder's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.
16. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to week basis, based upon need, prevailing weather conditions, and available funding.
17. The service will be monitored by the Town of Flower Mound Park and Recreation Division for all park ground maintenance and medians, roadsides, and rights-of way. Contact information will be provided to the successful bidder(s).
18. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the bidder can adequately perform the necessary work. All equipment the bidder anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment F). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for

breakdowns.

- a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a bid.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
 - e. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract. As part of his bid the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the bid.
19. It is mandatory that a review of the contracted area be conducted prior to beginning the first mowing cycle. The review shall be attended by the successful bidder(s) and the Town department representative.
 20. Ozone Alert Days: On ozone alert days, bidders are required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. First offense will result in a verbal warning.
 - b. Second offense will result in a written warning.
 - c. Third offense will result in contract termination.
 21. After fertilization and/or abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
 22. Hazardous Conditions
 - a. The successful bidder(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful bidder(s).
 23. Concurrent Contracts
 - a. In the event that any one bidder shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
 24. Supervision of Work Crew

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

25. Inspection and Liquidated Damages

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

26. Safety Program

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

B. Off Season Services Requirements

1. Litter Control

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

Boundaries of these sites will be determined by:

- 1) Edge of roadways, fences, or tree/brush lines.
- 2) Outside edge of perimeter mowing
- 3) Where tree/brush/shrub lines or mowing edge determines the

litter pick-up area, the successful bidder will extract litter an additional three (3) feet.

- 4) Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary.

- d. Picked-up litter will be legally disposed of in accordance with all Town, State, and Federal environmental guidelines.
- e. The Town of Flower Mound agrees to allow the successful bidder to dispose of litter, including trash, brush, tires, etc. at the Town Maintenance Facility at 1105 Duncan Lane.
- f. Only trash picked up within the Town of Flower Mound is to be disposed of at the Town Facility.
- g. If tires are picked up during the cycle, contact the Town's representative.

C. Ant Abatement Services Requirements

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

D. Herbicide Treatments

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

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

5. Alternative treatments to the above are as follows:

a. One (1) application mid season, applied May through August:

Mix

- Round-Up Monsanto 19 oz./acre
- Oust – DuPont 1.25 oz./acre
- Garlon 3A – Dow AgroScience 32 oz./acre
- Red River 90/10 Surfactant 8 oz./acre
-

b. One (1) application, applied early spring:

Mix

- Reward 2 quarts/acre
- Tripower 3 pints/acre

IV. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the

successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.

- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the area Inspector prior to herbicide application.
- I. Herbicide application must be in compliance with the State of Texas Structural Pest Control Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of pesticide license on file with the Town of Flower Mound. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.
- J. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- K. Scalping shall refer to any action which results in the mowing of any turf area below the 1" height down to and including the soil. 2" height down to and including the soil for project areas designated on a 14-day mowing cycle.
- L. Clumped grass cuttings shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds 10" in height. These clumps are typically found in areas where mowing equipment has completed one row and has reversed direction.
- M. Mono Filament Trimming shall refer to trimming grass around fences, building, tree wells and posts. Do not directly use around the trunks of trees.
- N. Ornamental Tree is a general term referring to a tree bred or grown for the beauty of its foliage and flowers rather than its functional reasons. Normally less than 25 feet tall.
- O. Vegetation is defined as weeds, grass, (excepting Bermuda grass) vines, brush, and aquatic vegetation.

V. Insurance

ALL BIDDERS must submit, with the bid, proof of coverage for General Liability, Auto Liability, and Workers' Compensation insurance as indicated in Exhibit A. Proof shall be by

submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. The Town requires the following provisions by the awarded vendor:

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

VI. Submittals

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

- A. Bid Pricing Worksheets
- B. Machinery and Equipment Worksheet (Attachment F)
 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment G)
- D. Safety Program
 1. Provide a description of current Safety Program, to include topics, frequency of training, etc.
- E. Work History and References

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

1. Company Name
2. Contact Person
3. Company Address

4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

F. Additional Forms

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

VIII. Evaluation Criteria

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

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

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

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

J Name of vendor who has a business relationship with local governmental entity.**O**

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.)

Name of local government officer about whom the information is being disclosed.

Name of Officer

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**

W 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.

J
D 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)(8), excluding gifts described in Section 176.003(a-1).

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 Ca-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.

Northwest

1. Cross Timbers Road West

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

/Section III C All medians from 2499 to Town limits.

South side right-of-way:

1. 2499 to Town limits (Exclude businesses & HOA's)

North side right-of-way:

1. 2499 to Town limits Includes landscaped beds in medians and includes landscape beds and turf on hillside between Bridlewood Blvd. and Trotter Ln. (Exclude businesses, HOA's, Golf Course)

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

2. Dixon Road

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

B/Section III C All medians from Morriss Road West to Chinn Chapel Rd .Including round-a-bout at west end.

South side right-of-way from Windridge Ln. to Long Prairie Rd. (Exclude Businesses)

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

3. Long Prairie Road North

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

/Section III C All medians from FM 1171 north to FM 407

East side right-of-way:

1. From FM 1171 to FM 407 (Exclude businesses and residential lots)

West side right-of-way:

2. From FM 1171 to FM 407 (Exclude businesses and residential lots)

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

4. Morriss Road

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

/Section III C All medians from FM 3040 to FM407

East side right-of-way:

1. FM 3040 to HOA at Mandarin Way
2. Corner @ Lake Bluff
3. Ponderosa Pine to Forestwood Middle School
4. North side of Forestwood Middle School to Firewheel
5. FM 1171 to Kirkpatrick (Exclude HOA north of College)

West side right-of-way:

1. FM 3040 to HOA @ Lake Bluff
2. North side of Children's Courtyard to professional building across from Forestwood Middle School
3. Acropolis to College Parkway
4. HOA south of Hazy Meadow to Waketon

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

Parks

1. ~~Chinn Chapel Park~~
~~100 Chinn Chapel Rd.~~

~~The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e. (Non-playing field surfaces only).~~

~~Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____~~

2. Dixon Park
6001 Windridge Ln.

The successful bidder(s) shall be responsible for the following: Section III A 1

a,b,d,e Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

3. Glenwick Park
4100 Weldon Drive

The successful bidder(s) shall be responsible for the following: Section III A 1

a,b,d,e Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

4. Pecan Orchard Park
4700 Mesquite St.

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

Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

5. Spring Lake Park
4815 Windmill Lane

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

Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

6. Trotter Equestrian Trail Head
The corner of Trotter Ln and Canter Way

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

Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

7. West Windsor Park
2601 West Windsor Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1

a,b,c,d,e Includes round-a-bouts on West Windsor Drive Includes Cul-de-Sac on

Poplar Drive

Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

8. Westchester Park
3901 Churchill Dr.

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

Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

**Total Annual Costs for Northwest
Section**

Base Maintenance Total Annual Cost For Medians, _____ Courts.	\$ _____	* Rights-of-Ways, and
Base Maintenance Total Annual Cost For Parks.	\$ _____	*
Off Season Service Total Per Occurrence Cost	\$ _____	*
Ant Abatement Service Total Per Occurrence Cost	\$ _____	*
Herbicide Treatments Total Annual Cost	\$ _____	*

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C	Unit Price \$ _____per acre
Section III A 1 a, b, d / Section III B /Section III C	Unit Price \$ _____per acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material	Costs plus _____%
Labor cost to install new plant/landscape material	Cost per hour \$ _____

Attachment A

Machinery and Equipment List Worksheet

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

[illegible]

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

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor 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 borne by the vendor. 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 Commercial 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

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 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
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 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 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.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention 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 vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor'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 vendor'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 vendor'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 limit 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 vendor 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 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

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

Vendor shall provide the Town certificates of insurance indicating the coverages 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.

Attachment B Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

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

VENDOR CONTACTS

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

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

SUBCONTRACTOR INFORMATION

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

Name: _____

Type of Work: _____

Amount: _____

Portion of work by bidder: _____%

Portion of work by sub-contractor: _____%

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Brightview Landscape Services, 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 products/services relative to: Best Value Bid for Landscape Maintenance Program - Southeast (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Pricing, Equipment, and Safety Program. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **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.
24. **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.
25. **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.
26. **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:

Ashlie Kirk
 Business Developer
 BrightView Landscape Services
 1464 West 1st Street
 Prosper, TX 75078

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.

27. **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.
28. **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.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

Ali Mortazavi
 Vice President of Finance

Mayor Derek France

Date:

Date: _____



Purchasing Services

Addendum No. 1

Issued 2/15/2022

Bid No:	2022-32-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Southeast)
Questions Deadline:	03/10/2022 12:00 PM (CT)
Bids Due:	03/17/2022 11:00 AM (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.

REPLACE ORIGINAL BID PACKET WITH THE ATTACHED DOCUMENT

The reason for the changes is that the Town decided to hold an additional pre-bid meeting and to extend the Questions Deadline Date and Bid Due Date.

If you attended the pre-bid meeting on 2/15/2022; you are welcome to attend the second meeting; however, it is not required. It will be mandatory for all bidders to have attended one of the meetings and signed the official Pre-Bid Meeting Sign-In Sheet in order for their bid to be considered.

LINK TO MAP OF PARKS AND AREAS TO BE SERVICED

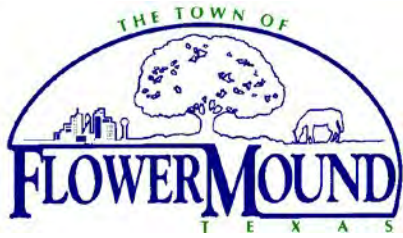
Please review this map viewable on the Town's website and it includes all areas of the Landscape Maintenance Contracts.

<https://flowermound.maps.arcgis.com/apps/webappviewer/index.html?id=43214095b7b44d9aae7bf838c53e40ed>

All other provisions of the contract documents, plans and specifications shall remain the same.

For questions regarding this addendum contact:

Marquita Shamlin
Purchasing – Buyer
marquita.shamlin@flower-mound.com



Purchasing & General Services Best Value Bid

Bid No:	2022-32-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Southeast)
Must Attend (1) Mandatory Pre-Bid Meeting	February 15, 2022 at 10:30am (CST)
Questions Deadline:	February 22, 2022 at 9:00am (CST)
Due Date and Time:	March 10, 2022 at 12:00pm (CST)
	March 17, 2022 at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

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

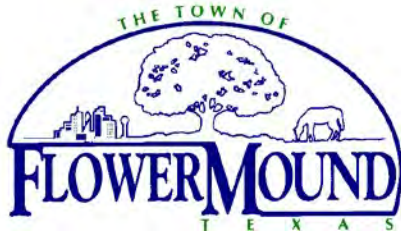
Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within.

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

For questions regarding this bid contact: **Marquita Shamlin**
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com

Question Deadline:

The Town of Flower Mound requires that all questions relating to this proposal be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on March 10, 2022.** No questions will be answered over the phone. Questions will only be accepted until the stated deadline.



Purchasing & General Services Best Value Bid

Bid No:	2022-32-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Southeast)
Mandatory Pre-Bid Meeting:	February 15, 2022 at 10:30am (CST)
Questions Deadline:	February 22, 2022 at 12:00pm (CST)
Due Date and Time:	March 1, 2022 at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

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.

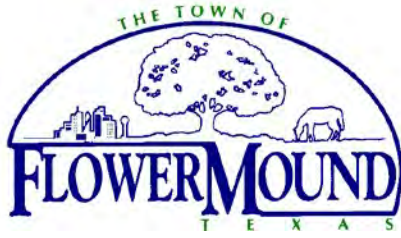
RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:

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

Question Deadline:

The Town of Flower Mound requires that all questions relating to this proposal be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on February 22, 2022**. No questions will be answered over the phone. Questions will only be accepted until the stated deadline.



Purchasing & General Services Best Value Bid

Bid No:	2022-32-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Southeast)
Mandatory Pre-Bid Meeting:	February 15, 2022 at 10:30am (CST)
Questions Deadline:	February 22, 2022 at 12:00pm (CST)
Due Date and Time:	March 1, 2022 at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

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

Question Deadline:

The Town of Flower Mound requires that all questions relating to this proposal be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on February 22, 2022**. No questions will be answered over the phone. Questions will only be accepted until the stated deadline.

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. A list of the firms who submitted a response will be 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.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The Town of Flower Mound is seeking a vendor to provide the Landscape Maintenance Program (Northwest).

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Town reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Town.

RFB Advertise Dates: January 30, 2022 and February 6, 2022
 RFB Release Date: January 30, 2022
 Mandatory Pre-bid Meeting: February 15, 2022 at 10:30am (Central Time)
 Deadline for Questions: February 22, 2022 at 12:00pm (Central Time)
 Due Date and Time March 1, 2022 at 11:00am (Central Time)
 Council Approval Date..... March 21, 2022

3 CONTRACT TERM

Initial one (1)-year term with options to renew for four (4) additional one-year terms.

Town of Flower Mound

Bid No. 2022-32-A

Best Value Bid for Landscape Maintenance Program - Southeast

I. Introduction

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

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

II. Pre-Bid Conference and Site Visits

A. Pre-Bid Conference

A pre-bid conference will be conducted on February 15, 2022 at 10:30am (central time) at the location listed below. Attendance at the pre-bid conference is **required**.

Town of Flower Mound
Town Council Chambers at Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

B. Site Visit

A pre-bid site visit will not be conducted. However, each vendor is **strongly encouraged** to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

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

III. Scope of Services

A. Landscape Maintenance Program General Requirements

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

a. Mowing

Mowing all turf areas as follows:

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

b. Edging

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

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

c. Bed Maintenance

- 1) All bed areas will be policed for weeds, paper and debris.
- 2) All planter beds, tree circles, sidewalk cracks, etc., are to be sprayed periodically to control unwanted grasses and broadleaf

weeds.

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

d. Ornamental Tree Requirements

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

- 1) Removal of dead, damaged, improper branching and diseased portions of the plant.
- 2) All cuts shall be flush and clean, leaving no stubs or tearing of bark.
- 3) Emergency or minor pruning shall be performed when needed.
- 4) Provide remedial attention and repair to shrubs and trees as appropriate by season, or in response to incidental damage.
- 5) Trim, prune and remove suckers from ornamental tree as needed or directed by the Town department representative
- 6) Monitor and inspect ornamental trees to detect pest problems, Treat and control pests in compliance with the State of Texas Structural Pest Control Board Laws and Regulations of the Texas Department of Agriculture.

e. Trash Receptacles and Pet Waste Stations

- 1) All trash receptacles located within the park shall be inspected during each mowing cycles.
- 2) All can liners are to be replaced when container is $\frac{1}{4}$ full. If container liner is holding water, the container is to be emptied of water each cycle. Liner requirements are as follows for all trash receptacles:
 - a) Minimum of .90 mil., 40"x46" with a capacity of 40-45 gallons
 - b) All bags are to have a star bottom.
- 3) All pet waste stations located within the contracted area shall be

inspected and restocked during each mowing cycles. Bag requirements are as follows for all pet waste stations.

- a) Biodegradable bags on a boxed roll, 200 bags per roll with perforated bag separation. 8" wide x 13" tall.

2. Unless otherwise instructed, the successful bidder(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the bidder and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
3. The successful bidder(s) will be required to send a facsimile or e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
4. The successful bidder shall set mowing equipment to a height of one and one half inches, unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
5. The successful bidder(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful bidder shall be responsible for replacement of all trees, shrubs, ground covers and designated wildflower areas destroyed by the successful bidder(s), employees or agents of the successful bidder(s) during maintenance operations. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful bidder(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful bidder(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. The successful bidder(s) shall furnish all supplies, tools, and equipment to be used on the job.
7. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town department representative, and proper posting in the area where the chemicals are used.
8. The successful bidder(s) shall comply with all applicable governmental laws and regulations.
9. The Town shall not be liable for any loss or damage sustained by the successful

bidder(s). The successful bidder(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful bidder(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

10. The successful bidder(s) shall fill out invoice forms for monthly payments.
11. The successful bidder(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
12. Unit prices are to reflect the charges for mowing and associated tasks at each location.
13. A bid response constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this bid document.
14. The successful bidder(s) shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
15. The successful bidder(s) will be responsible for any damages to the irrigation system due to negligence on the part of the bidder or the bidder's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.
16. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to week basis, based upon need, prevailing weather conditions, and available funding.
17. The service will be monitored by the Town of Flower Mound Park and Recreation Division for all park ground maintenance and medians, roadsides, and rights-of way. Contact information will be provided to the successful bidder(s).
18. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the bidder can adequately perform the necessary work. All equipment the bidder anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment F). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for

breakdowns.

- a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a bid.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
 - e. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract. As part of his bid the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the bid.
19. It is mandatory that a review of the contracted area be conducted prior to beginning the first mowing cycle. The review shall be attended by the successful bidder(s) and the Town department representative.
 20. Ozone Alert Days: On ozone alert days, bidders are required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. First offense will result in a verbal warning.
 - b. Second offense will result in a written warning.
 - c. Third offense will result in contract termination.
 21. After fertilization and/or abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
 22. Hazardous Conditions
 - a. The successful bidder(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful bidder(s).
 23. Concurrent Contracts
 - a. In the event that any one bidder shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
 24. Supervision of Work Crew

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

25. Inspection and Liquidated Damages

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

26. Safety Program

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

B. Off Season Services Requirements

1. Litter Control

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

Boundaries of these sites will be determined by:

- 1) Edge of roadways, fences, or tree/brush lines.
- 2) Outside edge of perimeter mowing
- 3) Where tree/brush/shrub lines or mowing edge determines the

litter pick-up area, the successful bidder will extract litter an additional three (3) feet.

- 4) Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary.

- d. Picked-up litter will be legally disposed of in accordance with all Town, State, and Federal environmental guidelines.
- e. The Town of Flower Mound agrees to allow the successful bidder to dispose of litter, including trash, brush, tires, etc. at the Town Maintenance Facility at 1105 Duncan Lane.
- f. Only trash picked up within the Town of Flower Mound is to be disposed of at the Town Facility.
- g. If tires are picked up during the cycle, contact the Town's representative.

C. Ant Abatement Services Requirements

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

D. Herbicide Treatments

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

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

5. Alternative treatments to the above are as follows:

a. One (1) application mid season, applied May through August:

Mix

- Round-Up Monsanto 19 oz./acre
- Oust – DuPont 1.25 oz./acre
- Garlon 3A – Dow AgroScience 32 oz./acre
- Red River 90/10 Surfactant 8 oz./acre
-

b. One (1) application, applied early spring:

Mix

- Reward 2 quarts/acre
- Tripower 3 pints/acre

IV. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the

successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.

- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the area Inspector prior to herbicide application.
- I. Herbicide application must be in compliance with the State of Texas Structural Pest Control Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of pesticide license on file with the Town of Flower Mound. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.
- J. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- K. Scalping shall refer to any action which results in the mowing of any turf area below the 1" height down to and including the soil. 2" height down to and including the soil for project areas designated on a 14-day mowing cycle.
- L. Clumped grass cuttings shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds 10" in height. These clumps are typically found in areas where mowing equipment has completed one row and has reversed direction.
- M. Mono Filament Trimming shall refer to trimming grass around fences, building, tree wells and posts. Do not directly use around the trunks of trees.
- N. Ornamental Tree is a general term referring to a tree bred or grown for the beauty of its foliage and flowers rather than its functional reasons. Normally less than 25 feet tall.
- O. Vegetation is defined as weeds, grass, (excepting Bermuda grass) vines, brush, and aquatic vegetation.

V. Insurance

ALL BIDDERS must submit, with the bid, proof of coverage for General Liability, Auto Liability, and Workers' Compensation insurance as indicated in Exhibit A. Proof shall be by

submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. The Town requires the following provisions by the awarded vendor:

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

VI. Submittals

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

- A. Bid Pricing Worksheets
- B. Machinery and Equipment Worksheet (Attachment F)
 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment G)
- D. Safety Program
 1. Provide a description of current Safety Program, to include topics, frequency of training, etc.
- E. Work History and References

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

1. Company Name
2. Contact Person
3. Company Address

4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

F. Additional Forms

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

VIII. Evaluation Criteria

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with bcal governmental entity

This questionnaire reflects changes made to the law by HB. 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 bcal 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

J Name of vendor who has a business relationship with bcal governmental entity.

O 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.)

Name of local government officer about whom the information is being disclosed.

Name of Officer

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

W 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.

J
D 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)(8), excluding gifts described in Section 176.003(a-1).

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 Ca-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.

Southeast

1. Aberdeen

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

All medians and right-of-ways

1. Aberdeen north of Spinks Road.
2. Includes west side right-of-way from Spinks north approximately 700 feet.

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

2. Arrowhead

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

North and south side right-of-ways from FM 1171 to Fireside

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

3. Churchill Dr

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

North and south side right-of-ways from FM 1171 to Yucca Dr (exclude business & HOA's)

- E. Base Maintenance cost per week: \$_____per week x 30 =
\$_____Annual Cost
- F. Off Season Service cost per occurrence: \$_____
- G. Ant Abatement cost per application: \$_____

H. Herbicide Treatment annual cost: \$_____

4. Fireside

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

West side right-of-way from FM 1171 to cul-de-sac

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

5. Firewheel

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

/Section III C All medians from FM 2499 to Garden Road

South side right-of-way:

1. FM 2499 to Hunters Run

2. Morris to FM 1171

North side right-of-way:

1. East of daycare @ FM 2499 to end of HOA east of Shadow Wood

2. Along chain link guardrail @ Garden Road

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

6. FM 3040

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

All medians (12) from Duncan Ln. to FM 2499

North and south side rights-of-way from Duncan Road to FM 2499 (Exclude Businesses)

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

- B. Off Season Service cost per occurrence: \$_____
- C. Ant Abatement cost per application: \$_____
- D. Herbicide Treatment annual cost: \$_____

7. Forest Vista

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

/Section III C All medians from FM 2499 to Garden Ridge

South side right-of-way:

1. East of church at Forest Vista to end of HOA east of Ponderosa Pine
2. East side of Thrush Park to Garden Ridge

North side right-of-way:

1. East side of church at Forest Vista to end of HOA east of Crepe Myrtle (Exclude Donald Elementary)

Bed Maintenance:

1. Forest Vista @ FM 2499 (2 sides and
 2. Forest Vista @ Amhearst (2 sides south side)
 3. Forest Vista @ Lakeshore (2 sides south side)
- A. Base Maintenance cost per week: \$_____per week x 30 =
\$_____Annual Cost
- B. Off Season Service cost per occurrence: \$_____
- C. Ant Abatement cost per application: \$_____
- D. Herbicide Treatment annual cost: \$_____

8. Garden Ridge

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

/Section III C **All medians from Spinks Rd. to Kirkpatrick (Including one Median on Garden Ridge**

just south of Spinks) West side right-of-way from Spinks Rd. to Cross Timbers Rd. (Exclude HOA's)

East side right-of-way from Spinks to Kirkpatrick (exclude HOA's)

- A. Base Maintenance cost per week: \$_____per week x 30 =
\$_____Annual Cost
- B. Off Season Service cost per occurrence: \$_____
- C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

9. Gerault Road

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

All medians from FM 2499 to FM 3040

East and west side rights-of-way from FM 2499 to FM 3040 (Exclude Ballpark, HOA's and

Apartments

\

A. Base Maintenance cost per week: \$_____per week x 30

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

10. Kirkpatrick @ Garden Ridge

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

All medians from Garden Ridge west on Kirkpatrick

North rights-of-way from Garden Ridge west to

dead end South rights-of-way from Garden Ridge to

Wagner

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

11. Lake Forest

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

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

Bed Maintenance:

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

3. Lake Forest @ FM 3040 (2 sides and median)

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

12. Lakeside Parkway

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

All medians from 2499 East to Gerault Rd.

North and South rights-of-way from 2499 East to Gerault Rd. (Exclude Businesses)

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

13. Lakeside Parkway East

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

A partial median from Enterprise Rd. Northwest 800 feet.

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

14. Lexington

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

All medians from Gerault to HOA north of Doubletree

East and west rights-of-way from Gerault to HOA north of Doubletree

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

15. Red Oak Lane

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

All medians on Red Oak Lane

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

16. Sagebrush

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

All medians from Yucca to Morris

3. **South side right-of-way:**
Yucca to end of HOA east of Bradford

1. **North side right-of-way:**
Yucca to Bradford

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

17. Saint Gallen Dr.

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

South side right-of way between Wagner Rd. and Garden Ridge

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

18. Silveron Blvd.

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

All medians and right-of-ways

1. FM 2499 east to Lakeside Pkwy.
2. Includes stretch of median and right-of-ways from in front of Home Depot to 0.1 mile west Gerault Rd.

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

19. Spinks Rd.

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

All medians from Duncan Ln. east to Long Prairie Rd.

South side right-of-way from Duncan Ln. east to Long Prairie Rd. (Exclude Businesses and

HOA's) North side right-of-way from Duncan Ln. east to Long Prairie Rd. (Exclude Businesses and HOA's)

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

20. Thrush

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

East side right-of-way from Lake Bluff to end of fence

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

21. Tudor

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

West side right-of-way from FM 3040 to Bershire and vacant lot at the intersection of Tudor and Bershire (On north side of Bershire)

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

22. Yucca

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

East side right-of-way from Sagebrush to Kohl's

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

Parks

1. ~~Bakersfield~~ ~~Park 1201~~ ~~Duncan Ln.~~

~~The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e.
(Non-playing field surfaces only).~~

~~Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____~~

2. **Bluebonnet Park** **1801 Parkview** **Drive**

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

3. ~~Gerault Park~~ ~~1100 Gerault~~ ~~Rd.~~

~~The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e
(excluding ball fields outside of fences only)~~

~~Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____~~

4. **Grove Park** **3901 Braxton Ln.**

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e

- Includes alleyway south of park. (See map for exact locations)

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

5. **The Heritage Park of Flower** **Mound 600 Spinks Rd.**

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$_____x

28 = Annual Cost: \$_____

**6. The Hound Mound at Heritage
Park 1202 Garden Ridge Blvd.**

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

/Section III C

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

7. Lawson Park
1100 Princewood Dr.

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

8. Oak Park
1015 Woodcreek Drive

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

9. Possum Park
2535 Timber Ridge Ln.

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

10. Rheudasil Park
2401 Lake Forest Boulevard

The successful bidder(s) shall be responsible for the following: Section III A 1

a,b,d,c,e

- Includes landscaped beds

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

11. Rustic Timbers Park
1201 Rosewood
Trail

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

12. Shadow Ridge Park
1350 Lexington
Avenue

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

13. Staton Oak Park
3100 Staton Oaks Drive

The successful bidder(s) shall be responsible for the following: Section III A 1

a,b,c,d,e Base Maintenance cost per week: \$ _____ x 28

= Annual Cost: \$ _____

14. Stone Creek Park
1400 Fuqua Dr.

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

15. Tealwood Oaks Park
1900 Tealwood Avenue

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

16. Thrush Park
950 Sun Ridge Drive

The successful bidder(s) shall be responsible for the following: Section III A

1 a,b,d,e Base Maintenance cost per week: \$ _____ x

28 = Annual Cost: \$ _____

17. Wilkerson Park
2880 Garden
Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1

a,b,c,d,e Base Maintenance cost per week: \$ _____ x 28

= Annual Cost: \$ _____

18. Whisper Creek Park

1929 Foxborough Trail

Including rights-of-way along top of bridge on Foxborough Trail and rights-of-way along top of bridge on Meandering Creek Path.

The successful bidder(s) shall be responsible for the following: Section III A 1

a,b,c,d,e Base Maintenance cost per week: \$ _____ x 28

= Annual Cost: \$ _____

Total Annual Costs for Southeast Section

Base Maintenance Total Annual Cost For Medians,

\$ _

* Rights-of-Ways, and

Courts.

Base Maintenance Total Annual Cost For Parks. \$_____

_____ * Off Season Service Total Per

Occurrence Cost \$_____

_____ * Ant Abatement Service Total

Per Occurrence Cost \$_____ *

Herbicide Treatments Total Annual Cost \$_____ *

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$_____per acre

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$_____per acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material Costs plus_____%

Labor cost to install new plant/landscape material Cost

per hour \$_____

Attachment A

Machinery and Equipment List Worksheet

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

[illegible]

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

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor 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 borne by the vendor. 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 Commercial 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**

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 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
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 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 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.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retention 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 vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor'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 vendor'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 vendor'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 limit 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 vendor 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 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

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

Vendor shall provide the Town certificates of insurance indicating the coverages 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.

Attachment B Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

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

VENDOR CONTACTS

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

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

SUBCONTRACTOR INFORMATION

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

Name: _____

Type of Work: _____

Amount: _____

Portion of work by bidder: _____%

Portion of work by sub-contractor: _____%

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Brightview Landscape Services, 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 products/services relative to: Best Value Bid for Landscape Maintenance Program - Southwest & Twin Coves Park (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Pricing, Equipment, and Safety Program. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **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.
24. **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.
25. **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.
26. **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:

Ashlie Kirk
 Business Developer
 BrightView Landscape Services
 1464 West 1st Street
 Prosper, TX 75078

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.

27. **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.
28. **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.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

Ali Mortazavi
 Vice President of Finance

Mayor Derek France

Date:

Date: _____



Purchasing Services

Addendum No. 1

Issued 2/15/2022

Bid No:	2022-33-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Southwest & Twin Coves Park)
Questions Deadline:	03/10/2022 12:00 PM (CT)
Bids Due:	03/17/2022 11:00 AM (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.

REPLACE ORIGINAL BID PACKET WITH THE ATTACHED DOCUMENT

The reason for the changes is that the Town decided to hold an additional pre-bid meeting and to extend the Questions Deadline Date and Bid Due Date.

If you attended the pre-bid meeting on 2/15/2022; you are welcome to attend the second meeting; however, it is not required. It will be mandatory for all bidders to have attended one of the meetings and signed the official Pre-Bid Meeting Sign-In Sheet in order for their bid to be considered.

LINK TO MAP OF PARKS AND AREAS TO BE SERVICED

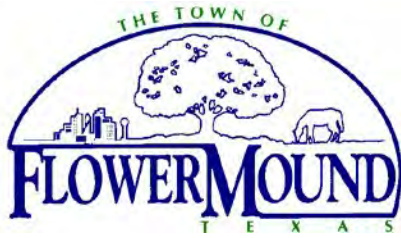
Please review this map viewable on the Town's website includes all areas of the Landscape Maintenance Contracts.

<https://flowermound.maps.arcgis.com/apps/webappviewer/index.html?id=43214095b7b44d9aae7bf838c53e40ed>

All other provisions of the contract documents, plans and specifications shall remain the same.

For questions regarding this addendum contact:

Marquita Shamlin
Purchasing – Buyer
marquita.shamlin@flower-mound.com



Purchasing & General Services Best Value Bid

Bid No:	2022-33-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Southwest & Twin Coves Park)
Mandatory Pre-Bid Meeting	February 15, 2022 at 10:30am (CST) February 22, 2022 at 9:00am (CST)
Questions Deadline:	March 10, 2022 at 12:00pm (CST)
Due Date and Time:	March 17, 2022 at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

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

Question Deadline:

The Town of Flower Mound requires that all questions relating to this proposal be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on March 10, 2022.** No questions will be answered over the phone. Questions will only be accepted until the stated deadline.

Please note: All bidders must attend at least one (1) Mandatory Pre-Bid Meeting in order for your bid to be considered and the meetings are held on 2/15/2022 and 2/22/2022 in Jody Smith Hall located in Town Hall at 2121 Cross Timbers Road, Flower Mound, TX 75028.

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. A list of the firms who submitted a response will be 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.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The Town of Flower Mound is seeking a vendor to provide the Landscape Maintenance Program (Northwest).

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Town reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Town.

RFB Advertise Dates	January 30, 2022 and February 6, 2022
RFB Release Date	January 30, 2022
Mandatory Pre-bid Meeting:.....	February 15, 2022 at 10:30am (Central Time)
.....	February 22, 2022 at 9:00am (Central Time)
Deadline for Questions:	March 10, 2022 at 12:00pm (Central Time)
Due Date and Time.....	March 17, 2022 at 11:00am (Central Time)
Council Approval Date.....	April 5, 2022 or April 19, 2022

3 CONTRACT TERM

Initial one (1)-year term with options to renew for four (4) additional one-year terms.

Town of Flower Mound
Bid No. 2022-33-A
Best Value Bid for Landscape Maintenance Program -
Southwest & Twin Coves Park

I. Introduction

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

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

II. Pre-Bid Conference and Site Visits

A. Pre-Bid Conference – Attendance is Mandatory in order to submit a Bid

A mandatory pre-bid conference will be conducted on February 15, 2022 at 10:30am (central time) and February 22, 2022 at 9:00am at the location listed below.

Town of Flower Mound
 Jody Smith Hall at Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

B. Site Visit

A pre-bid site visit **will not** be conducted. However, each vendor is **strongly encouraged** to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

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

III. Scope of Services

A. Landscape Maintenance Program General Requirements

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

a. Mowing

Mowing all turf areas as follows:

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

b. Edging

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

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

c. Bed Maintenance

- 1) All bed areas will be policed for weeds, paper and debris.
- 2) All planter beds, tree circles, sidewalk cracks, etc., are to be sprayed periodically to control unwanted grasses and broadleaf

weeds.

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

d. Ornamental Tree Requirements

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

- 1) Removal of dead, damaged, improper branching and diseased portions of the plant.
- 2) All cuts shall be flush and clean, leaving no stubs or tearing of bark.
- 3) Emergency or minor pruning shall be performed when needed.
- 4) Provide remedial attention and repair to shrubs and trees as appropriate by season, or in response to incidental damage.
- 5) Trim, prune and remove suckers from ornamental tree as needed or directed by the Town department representative
- 6) Monitor and inspect ornamental trees to detect pest problems, Treat and control pests in compliance with the State of Texas Structural Pest Control Board Laws and Regulations of the Texas Department of Agriculture.

e. Trash Receptacles and Pet Waste Stations

- 1) All trash receptacles located within the park shall be inspected during each mowing cycles.
- 2) All can liners are to be replaced when container is $\frac{1}{4}$ full. If container liner is holding water, the container is to be emptied of water each cycle. Liner requirements are as follows for all trash receptacles:
 - a) Minimum of .90 mil., 40"x46" with a capacity of 40-45 gallons
 - b) All bags are to have a star bottom.
- 3) All pet waste stations located within the contracted area shall be

inspected and restocked during each mowing cycles. Bag requirements are as follows for all pet waste stations.

- a) Biodegradable bags on a boxed roll, 200 bags per roll with perforated bag separation. 8" wide x 13" tall.

2. Unless otherwise instructed, the successful bidder(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the bidder and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
3. The successful bidder(s) will be required to send a facsimile or e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
4. The successful bidder shall set mowing equipment to a height of one and one half inches, unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
5. The successful bidder(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful bidder shall be responsible for replacement of all trees, shrubs, ground covers and designated wildflower areas destroyed by the successful bidder(s), employees or agents of the successful bidder(s) during maintenance operations. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful bidder(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful bidder(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. The successful bidder(s) shall furnish all supplies, tools, and equipment to be used on the job.
7. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town department representative, and proper posting in the area where the chemicals are used.
8. The successful bidder(s) shall comply with all applicable governmental laws and regulations.
9. The Town shall not be liable for any loss or damage sustained by the successful

bidder(s). The successful bidder(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful bidder(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

10. The successful bidder(s) shall fill out invoice forms for monthly payments.
11. The successful bidder(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
12. Unit prices are to reflect the charges for mowing and associated tasks at each location.
13. A bid response constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this bid document.
14. The successful bidder(s) shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
15. The successful bidder(s) will be responsible for any damages to the irrigation system due to negligence on the part of the bidder or the bidder's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.
16. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to week basis, based upon need, prevailing weather conditions, and available funding.
17. The service will be monitored by the Town of Flower Mound Park and Recreation Division for all park ground maintenance and medians, roadsides, and rights-of way. Contact information will be provided to the successful bidder(s).
18. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the bidder can adequately perform the necessary work. All equipment the bidder anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment F). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for

breakdowns.

- a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a bid.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
 - e. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract. As part of his bid the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the bid.
19. It is mandatory that a review of the contracted area be conducted prior to beginning the first mowing cycle. The review shall be attended by the successful bidder(s) and the Town department representative.
 20. Ozone Alert Days: On ozone alert days, bidders are required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. First offense will result in a verbal warning.
 - b. Second offense will result in a written warning.
 - c. Third offense will result in contract termination.
 21. After fertilization and/or abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
 22. Hazardous Conditions
 - a. The successful bidder(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful bidder(s).
 23. Concurrent Contracts
 - a. In the event that any one bidder shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
 24. Supervision of Work Crew

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

25. Inspection and Liquidated Damages

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

26. Safety Program

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

B. Off Season Services Requirements

1. Litter Control

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

Boundaries of these sites will be determined by:

- 1) Edge of roadways, fences, or tree/brush lines.
- 2) Outside edge of perimeter mowing
- 3) Where tree/brush/shrub lines or mowing edge determines the

litter pick-up area, the successful bidder will extract litter an additional three (3) feet.

- 4) Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary.

- d. Picked-up litter will be legally disposed of in accordance with all Town, State, and Federal environmental guidelines.
- e. The Town of Flower Mound agrees to allow the successful bidder to dispose of litter, including trash, brush, tires, etc. at the Town Maintenance Facility at 1105 Duncan Lane.
- f. Only trash picked up within the Town of Flower Mound is to be disposed of at the Town Facility.
- g. If tires are picked up during the cycle, contact the Town's representative.

C. Ant Abatement Services Requirements

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

D. Herbicide Treatments

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

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

5. Alternative treatments to the above are as follows:

a. One (1) application mid season, applied May through August:

Mix

- Round-Up Monsanto 19 oz./acre
- Oust – DuPont 1.25 oz./acre
- Garlon 3A – Dow AgroScience 32 oz./acre
- Red River 90/10 Surfactant 8 oz./acre
-

b. One (1) application, applied early spring:

Mix

- Reward 2 quarts/acre
- Tripower 3 pints/acre

IV. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the

successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.

- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the area Inspector prior to herbicide application.
- I. Herbicide application must be in compliance with the State of Texas Structural Pest Control Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of pesticide license on file with the Town of Flower Mound. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.
- J. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- K. Scalping shall refer to any action which results in the mowing of any turf area below the 1" height down to and including the soil. 2" height down to and including the soil for project areas designated on a 14-day mowing cycle.
- L. Clumped grass cuttings shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds 10" in height. These clumps are typically found in areas where mowing equipment has completed one row and has reversed direction.
- M. Mono Filament Trimming shall refer to trimming grass around fences, building, tree wells and posts. Do not directly use around the trunks of trees.
- N. Ornamental Tree is a general term referring to a tree bred or grown for the beauty of its foliage and flowers rather than its functional reasons. Normally less than 25 feet tall.
- O. Vegetation is defined as weeds, grass, (excepting Bermuda grass) vines, brush, and aquatic vegetation.

V. Insurance

ALL BIDDERS must submit, with the bid, proof of coverage for General Liability, Auto Liability, and Workers' Compensation insurance as indicated in Exhibit A. Proof shall be by

submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. The Town requires the following provisions by the awarded vendor:

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

VI. Submittals

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

- A. Bid Pricing Worksheets
- B. Machinery and Equipment Worksheet (Attachment F)
 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment G)
- D. Safety Program
 1. Provide a description of current Safety Program, to include topics, frequency of training, etc.
- E. Work History and References

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

1. Company Name
2. Contact Person
3. Company Address

4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

F. Additional Forms

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

VIII. Evaluation Criteria

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with bcal governmental entity

This questionnaire reflects changes made to the law by HB. 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 bcal 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

J Name of vendor who has a business relationship with bcal governmental entity.

O 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.)

Name of local government officer about whom the information is being disclosed.

Name of Officer

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

W 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.

J
D 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)(8), excluding gifts described in Section 176.003(a-1).

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 Ca-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.

Southwest & Twin Coves Park

1. Cardinal Dr

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

- North and South rights-of-way from Rocky Point to Wichita Trail
- Cul-de-sac at the end of Cardinal west of Rocky Point Rd.

A. Base Maintenance cost per week: \$_____ per week x 30 =

\$_____ Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

2. Fieldcrest Rd

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

- North side rights-of-way

A. Base Maintenance cost per week: \$_____ per week x 30 =

\$_____ Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

3. Flower Mound Road

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

- All medians from 2499 to Old Settlers
- North and south side rights-of-way from 2499 to Old Settlers (Exclude Businesses & HOA's)
- All medians from Skillern Rd. to Cross Timbers Rd.
- East and West side rights-of-way from Skillern to Cross Timbers Rd. (Exclude Businesses & HOA's)

E. Base Maintenance cost per week: \$_____ per week x 30 =

\$_____ Annual Cost

F. Off Season Service cost per occurrence: \$_____

G. Ant Abatement cost per application: \$_____

H. Herbicide Treatment annual cost: \$_____

4. Lakeside Village Blvd.

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

- All medians from 2499 West to Lakeside Parkway
- North & South rights-of-way from 2499 West to Lakeside Parkway (Exclude Businesses & HOA's)

A. Base Maintenance cost per week: \$_____ per week x 9 =

\$_____ Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

4. Long Prairie Road South

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

- All medians from the Grapevine City Limits (South of Gerault) to FM 1171
- All east and west side rights-of-way from the Grapevine City Limits (South of Gerault) to FM 1171 (excluding businesses and HOA's)

A. Base Maintenance cost per week: \$_____ per week x 30 =

\$_____ Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment: annual cost: \$_____

5. Old Settlers

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

- Rights-of-way on east and west side from McKamy Creek to FM 1171 (Exclude Old Settlers Elementary and Flower Mound High School)

A. Base Maintenance cost per week: \$_____ per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence:

\$_____

C. Ant Abatement cost per application:

\$_____

D. Herbicide Treatment annual cost:

\$_____

6. Rocky Point Rd.

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

- East side right-of-way from Shiloh to Cardinal (excluding businesses and HOA's):

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

7. Shiloh Road.

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

- East and West rights-of-way from Kings Road to Rocky Point (excluding businesses and HOA's)

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

8. Wichita Trail

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

- North and South side rights-of-way from Cardinal to Simmons (Exclude HOA's)

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

Parks

**1. Cross Timbers Equestrian
Trail Head Dunham Rd.**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**2. Culwell Park
1813 Southwick Drive**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**3. Forest Park
3029 Birch
Leaf**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**4. Green Acres Memorial Park
4400 Hide-A-Way Ln.**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

~~**5. Gibson Grant Park
4801 Quail Run**~~

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

~~Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____~~

**6. Hidden Valley Park
3838 Raintree**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**7. Hide-A-Way Park
2001 Breezywood**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**8. Lakewood Park
2601 Stillwater**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**9. Lone Tree Park
3909 Regency Park Ct.**

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

- Includes 2 landscaped beds on south end of park.

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**10. Northshore Park
3100 Wood Park Drive**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**11. Peacock Park
3000 Old Settlers Rd.**

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

**12. Post Oak Park
4751 Flower Mound Rd.**

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

- Includes landscaped beds by playground
- Includes right of way along Skillern Rd.

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

Herbicide Treatments Total Annual Cost \$ _____ *

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ _____per acre

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ _____per acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material Costs plus _____%

Labor cost to install new plant/landscape material Cost per hour \$ _____

Bella Lago Park

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

Entryway section into natural area of the park.

A. Base Maintenance cost per week: \$ _____per week x 30 =

\$ _____Annual Cost

B. Off Season Service cost per occurrence: \$ _____

C. Ant Abatement cost per application: \$ _____

D. Herbicide Treatment annual cost: \$ _____

Twin Coves Park

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

.Base Maintenance cost per week: \$ _____per week x 30 =

\$ _____Annual Cost

B. Off Season Service cost per occurrence: \$ _____

C. Ant Abatement cost per application: \$ _____

D. Herbicide Treatment annual cost: \$ _____

Total Annual Costs for Southwest Section

Base Maintenance Total Annual Cost For Medians,
Rights-of-Ways, and Courts. \$ _____ *

Base Maintenance Total Annual Cost For Parks. \$ _____ *

Off Season Service Total Per Occurrence Cost \$ _____ *

Ant Abatement Service Total Per Occurrence Cost \$ _____ *

Attachment A

Machinery and Equipment List Worksheet

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

[illegible]

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

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor 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 borne by the vendor. 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 Commercial 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

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 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
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 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 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.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention 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 vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor'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 vendor'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 vendor'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 limit 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 vendor 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 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

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

Vendor shall provide the Town certificates of insurance indicating the coverages 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.

Attachment B Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

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

VENDOR CONTACTS

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

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

SUBCONTRACTOR INFORMATION

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

Name: _____

Type of Work: _____

Amount: _____

Portion of work by bidder: _____%

Portion of work by sub-contractor: _____%

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Brightview Landscape Services, 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 products/services relative to: Best Value Bid for Landscape Maintenance Program - Northeast (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Pricing, Equipment, and Safety Program. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **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.
24. **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.
25. **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.
26. **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:

Ashlie Kirk
 Business Developer
 BrightView Landscape Services
 1464 West 1st Street
 Prosper, TX 75078

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.

27. **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.
28. **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.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

Ali Mortazavi
 Vice President of Finance

Mayor Derek France

Date:

Date: _____



Purchasing Services

Addendum No. 1

Issued 2/15/2022

Bid No:	2022-34-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Northeast)
Questions Deadline:	03/10/2022 12:00 PM (CT)
Bids Due:	03/17/2022 11:00 AM (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.

REPLACE ORIGINAL BID PACKET WITH THE ATTACHED DOCUMENT

The reason for the changes is that the Town decided to hold an additional pre-bid meeting and to extend the Questions Deadline Date and Bid Due Date.

If you attended the pre-bid meeting on 2/15/2022; you are welcome to attend the second meeting; however, it is not required. It will be mandatory for all bidders to have attended one of the meetings and signed the official Pre-Bid Meeting Sign-In Sheet in order for their bid to be considered.

LINK TO MAP OF PARKS AND AREAS TO BE SERVICED

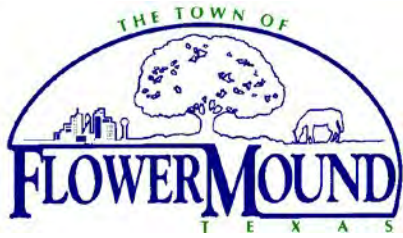
Please review this map viewable on the Town's website includes all areas of the Landscape Maintenance Contracts.

<https://flowermound.maps.arcgis.com/apps/webappviewer/index.html?id=43214095b7b44d9aae7bf838c53e40ed>

All other provisions of the contract documents, plans and specifications shall remain the same.

For questions regarding this addendum contact:

Marquita Shamlin
Purchasing – Buyer
marquita.shamlin@flower-mound.com



Purchasing & General Services Best Value Bid

Bid No:	2022-34-A
Bid Title:	Best Value Bid for Landscape Maintenance Program (Northeast)
Mandatory Pre-Bid Meeting	February 15, 2022 at 10:30am (CST) February 22, 2022 at 9:00am (CST)
Questions Deadline:	March 10, 2022 at 12:00pm (CST)
Due Date and Time:	March 17, 2022 at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

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

Question Deadline:

The Town of Flower Mound requires that all questions relating to this proposal be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on March 10, 2022.** No questions will be answered over the phone. Questions will only be accepted until the stated deadline.

Please note: All bidders must attend at least one (1) Mandatory Pre-Bid Meeting in order for your bid to be considered and the meetings are held on 2/15/2022 and 2/22/2022 in Jody Smith Hall located in Town Hall at 2121 Cross Timbers Road, Flower Mound, TX 75028.

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. A list of the firms who submitted a response will be 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.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The Town of Flower Mound is seeking a vendor to provide the Landscape Maintenance Program (Northwest).

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Town reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Town.

RFB Advertise DatesJanuary 30, 2022 and February 6, 2022
 RFB Release DateJanuary 30, 2022
 Mandatory Pre-bid Meeting:.....February 15, 2022 at 10:30am (Central Time)
February 22, 2022 at 9:00am (Central Time)
 Deadline for Questions:March 10, 2022 at 12:00pm (Central Time)
 Due Date and Time..... March 17, 2022 at 11:00am (Central Time)
 Council Approval Date..... April 5, 2022 or April 19, 2022

3 CONTRACT TERM

Initial one (1)-year term with options to renew for four (4) additional one-year terms.

Town of Flower Mound

Bid No. 2022-34-A

Best Value Bid for Landscape Maintenance Program - Northeast

I. Introduction

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

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

II. Pre-Bid Conference and Site Visits

A. Pre-Bid Conference – Attendance is Mandatory in order to submit a Bid

A mandatory pre-bid conference will be conducted on February 15, 2022 at 10:30am (central time) and February 22, 2022 at 9:00am at the location listed below.

Town of Flower Mound
Jody Smith Hall at Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

B. Site Visit

A pre-bid site visit **will not** be conducted. However, each vendor is **strongly encouraged** to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

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

III. Scope of Services

A. Landscape Maintenance Program General Requirements

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

a. Mowing

Mowing all turf areas as follows:

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

b. Edging

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

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

c. Bed Maintenance

- 1) All bed areas will be policed for weeds, paper and debris.
- 2) All planter beds, tree circles, sidewalk cracks, etc., are to be sprayed periodically to control unwanted grasses and broadleaf

weeds.

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

d. Ornamental Tree Requirements

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

- 1) Removal of dead, damaged, improper branching and diseased portions of the plant.
- 2) All cuts shall be flush and clean, leaving no stubs or tearing of bark.
- 3) Emergency or minor pruning shall be performed when needed.
- 4) Provide remedial attention and repair to shrubs and trees as appropriate by season, or in response to incidental damage.
- 5) Trim, prune and remove suckers from ornamental tree as needed or directed by the Town department representative
- 6) Monitor and inspect ornamental trees to detect pest problems, Treat and control pests in compliance with the State of Texas Structural Pest Control Board Laws and Regulations of the Texas Department of Agriculture.

e. Trash Receptacles and Pet Waste Stations

- 1) All trash receptacles located within the park shall be inspected during each mowing cycles.
- 2) All can liners are to be replaced when container is $\frac{1}{4}$ full. If container liner is holding water, the container is to be emptied of water each cycle. Liner requirements are as follows for all trash receptacles:
 - a) Minimum of .90 mil., 40"x46" with a capacity of 40-45 gallons
 - b) All bags are to have a star bottom.
- 3) All pet waste stations located within the contracted area shall be

inspected and restocked during each mowing cycles. Bag requirements are as follows for all pet waste stations.

- a) Biodegradable bags on a boxed roll, 200 bags per roll with perforated bag separation. 8" wide x 13" tall.

2. Unless otherwise instructed, the successful bidder(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the bidder and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
3. The successful bidder(s) will be required to send a facsimile or e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
4. The successful bidder shall set mowing equipment to a height of one and one half inches, unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
5. The successful bidder(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful bidder shall be responsible for replacement of all trees, shrubs, ground covers and designated wildflower areas destroyed by the successful bidder(s), employees or agents of the successful bidder(s) during maintenance operations. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful bidder(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful bidder(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. The successful bidder(s) shall furnish all supplies, tools, and equipment to be used on the job.
7. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town department representative, and proper posting in the area where the chemicals are used.
8. The successful bidder(s) shall comply with all applicable governmental laws and regulations.
9. The Town shall not be liable for any loss or damage sustained by the successful

bidder(s). The successful bidder(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful bidder(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

10. The successful bidder(s) shall fill out invoice forms for monthly payments.
11. The successful bidder(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
12. Unit prices are to reflect the charges for mowing and associated tasks at each location.
13. A bid response constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this bid document.
14. The successful bidder(s) shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
15. The successful bidder(s) will be responsible for any damages to the irrigation system due to negligence on the part of the bidder or the bidder's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.
16. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to week basis, based upon need, prevailing weather conditions, and available funding.
17. The service will be monitored by the Town of Flower Mound Park and Recreation Division for all park ground maintenance and medians, roadsides, and rights-of way. Contact information will be provided to the successful bidder(s).
18. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the bidder can adequately perform the necessary work. All equipment the bidder anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment F). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for

breakdowns.

- a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a bid.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
 - e. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract. As part of his bid the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the bid.
19. It is mandatory that a review of the contracted area be conducted prior to beginning the first mowing cycle. The review shall be attended by the successful bidder(s) and the Town department representative.
 20. Ozone Alert Days: On ozone alert days, bidders are required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. First offense will result in a verbal warning.
 - b. Second offense will result in a written warning.
 - c. Third offense will result in contract termination.
 21. After fertilization and/or abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
 22. Hazardous Conditions
 - a. The successful bidder(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful bidder(s).
 23. Concurrent Contracts
 - a. In the event that any one bidder shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
 24. Supervision of Work Crew

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

25. Inspection and Liquidated Damages

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

26. Safety Program

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

B. Off Season Services Requirements

1. Litter Control

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

Boundaries of these sites will be determined by:

- 1) Edge of roadways, fences, or tree/brush lines.
- 2) Outside edge of perimeter mowing
- 3) Where tree/brush/shrub lines or mowing edge determines the

litter pick-up area, the successful bidder will extract litter an additional three (3) feet.

- 4) Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary.

- d. Picked-up litter will be legally disposed of in accordance with all Town, State, and Federal environmental guidelines.
- e. The Town of Flower Mound agrees to allow the successful bidder to dispose of litter, including trash, brush, tires, etc. at the Town Maintenance Facility at 1105 Duncan Lane.
- f. Only trash picked up within the Town of Flower Mound is to be disposed of at the Town Facility.
- g. If tires are picked up during the cycle, contact the Town's representative.

C. Ant Abatement Services Requirements

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

D. Herbicide Treatments

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

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

5. Alternative treatments to the above are as follows:

a. One (1) application mid season, applied May through August:

Mix

- Round-Up Monsanto 19 oz./acre
- Oust – DuPont 1.25 oz./acre
- Garlon 3A – Dow AgroScience 32 oz./acre
- Red River 90/10 Surfactant 8 oz./acre
-

b. One (1) application, applied early spring:

Mix

- Reward 2 quarts/acre
- Tripower 3 pints/acre

IV. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the

successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.

- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the area Inspector prior to herbicide application.
- I. Herbicide application must be in compliance with the State of Texas Structural Pest Control Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of pesticide license on file with the Town of Flower Mound. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.
- J. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- K. Scalping shall refer to any action which results in the mowing of any turf area below the 1" height down to and including the soil. 2" height down to and including the soil for project areas designated on a 14-day mowing cycle.
- L. Clumped grass cuttings shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds 10" in height. These clumps are typically found in areas where mowing equipment has completed one row and has reversed direction.
- M. Mono Filament Trimming shall refer to trimming grass around fences, building, tree wells and posts. Do not directly use around the trunks of trees.
- N. Ornamental Tree is a general term referring to a tree bred or grown for the beauty of its foliage and flowers rather than its functional reasons. Normally less than 25 feet tall.
- O. Vegetation is defined as weeds, grass, (excepting Bermuda grass) vines, brush, and aquatic vegetation.

V. Insurance

ALL BIDDERS must submit, with the bid, proof of coverage for General Liability, Auto Liability, and Workers' Compensation insurance as indicated in Exhibit A. Proof shall be by

submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. The Town requires the following provisions by the awarded vendor:

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

VI. Submittals

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

- A. Bid Pricing Worksheets
- B. Machinery and Equipment Worksheet (Attachment F)
 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment G)
- D. Safety Program
 1. Provide a description of current Safety Program, to include topics, frequency of training, etc.
- E. Work History and References

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

1. Company Name
2. Contact Person
3. Company Address

4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

F. Additional Forms

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

VIII. Evaluation Criteria

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with bcal governmental entity

This questionnaire reflects changes made to the law by HB. 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 bcal 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

J Name of vendor who has a business relationship with bcal governmental entity.

O 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.)

Name of local government officer about whom the information is being disclosed.

Name of Officer

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

W 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.

J
D 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)(8), excluding gifts described in Section 176.003(a-1).

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 Ca-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.

Northeast

1. Browning Dr.

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

/Section III C Medians south of Highway 407 (2)

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

2. Chinn Chapel Rd.

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

/Section III C West side right-of-way from Waketon north 700 feet.

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

3. College Parkway

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

/Section III C All medians from Kirkpatrick to FM2499

South side right-of-way
Guardrail between Creekwood & Timberview
North side right-of-way
Guardrail between Creekwood & Timberview

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

4. Countryside

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

/Section III C All medians

1. Median only on Countryside Pl.

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

5. Cross Timbers Road East

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

/Section III C All medians from Garden Ridge to 2499.

South side right-of-way:

1. Garden Ridge to 2499. (Exclude businesses & HOA's)

North side right-of-way:

1. Garden Ridge to 2499 Includes landscaped beds (Exclude businesses & HOA's)

- A. Base Maintenance cost per week: \$_____per week x 30 =
 \$_____Annual Cost
- B. Off Season Service cost per occurrence: \$_____
- C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

6. Eaton

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B
/Section III C Median (1) between Morriss and Timber Creek

A. Base Maintenance cost per week: \$_____ per week x 30 =
\$_____ Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

7. Riverwalk Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B
/Section III C All medians from FM 1171 to Fire Station

West and east side rights-of-way:

1. From FM 1171 to Fire Station (Exclude Businesses)

A. Base Maintenance cost per week: \$_____ per week x 30 =
\$_____ Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

8. Highway 407

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B
/Section III C All medians west of Morriss Road to Town limit (Jernigan Rd.)

A. Base Maintenance cost per week: \$_____ per week x 30 =
\$_____ Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

D. Herbicide Treatment annual cost: \$_____

9. Kirkpatrick

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

/Section III C

All medians

- East side right-of-way:
 - 1. Spanish Oaks to Everett
 - 2. Cross Timbers Rd. to Lone Buck between street and alley (Exclude HOA's and park)
- West side right-of-way
 - 1. Spanish Oaks to Walgreen's
 - 2. Clydesdale to where Kirkpatrick turns west (Exclude HOA's)
- North side right-of-way:
 - 1. From where Kirkpatrick turns west to Morris (Excluding Prairie Trail Elementary and HOA's)
- South side right-of-way
 - 3. From where Kirkpatrick turns west to Morriss (Exclude HOA's)

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

10. Lone Buck Dr.

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

/Section III C East side right-of-way between back of curb and alley:

- 1. From Kirkpatrick Rd. north to Valley Ridge Blvd.

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

11. First Avenue

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

/Section III C Median at Morriss Rd.)

- A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

- B. Off Season Service cost per occurrence: \$ _____
- C. Ant Abatement cost per application: \$ _____
- D. Herbicide Treatment annual cost: \$ _____

12. One Place

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B
/Section III C Medians @ Timber Creek and One Place Ln. (2)

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

13. Timber Creek

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B
/Section III C Medians @ Woodbine and Leonard Johns Park

- West side right-of-way:
1. Eaton to HOA south of Torrey Pines (Exclude Businesses)
- East side right-of-way:
1. South of Lamar Middle School to bridge north of Eaton

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

14. Waketon

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B
/Section III C South side right-of-way from Morriss to the end of HOA west of Pebblebrook

- A. Base Maintenance cost per week: \$ _____ per week x 30 =
\$ _____ Annual Cost
- B. Off Season Service cost per occurrence: \$ _____

- C. Ant Abatement cost per application: \$ _____
- D. Herbicide Treatment annual cost: \$ _____

Medians and Courts

15. Cortadera Park Area

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

1. Twin Oak (2)
2. White Bud Court
3. Blue Bonnet Court
4. South Magnolia Court
5. North Magnolia Court
6. Cortadera Court

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

16. Spring Meadow Area

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

1. Chestnut Court
2. Azalea Court
3. Sweetgum Court
4. Willow Court
5. Pin Oak Court
6. Pine Court
7. Buckeye Dr
8. Wisteria Court

9. White Oak Court

10. Rosebud Court

11. Buckeye Court

12. Buckeye @ Morriss

13. Eads @ 1171

14. Spring Meadow Ln (2)

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

17. **Timber Creek Park Area**

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

1. Bois d' Arc Court (2)

2. Gayle Court

3. Heiden Court

4. Buckthorn Court (3)

5. Buckthorn St

6. Altoga Court

7. Paluxy Court

8. Savannah Court (2)

9. Woodbine

10. Rollo Court (3)

11. John Court (4)

12. Strawn Court (2)

13. Timber Valley and FM 1171 (Includes right-of-way adjacent to alley; from Timber Valley west to utility box)

A. Base Maintenance cost per week: \$_____per week x 30 =

\$_____Annual Cost

B. Off Season Service cost per occurrence: \$_____

C. Ant Abatement cost per application: \$_____

18. Hilltop Park Area

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

Section III A 1 a, b, d / Section III B /Section III C

1. Homestead St (median)
2. Crawford Court
3. Peterson Court
4. Medlin Court
5. Halford Court
6. Luttrell Court
7. Melody Court
8. Kings Drive (3)
9. Kings Court
10. Taylor Court
11. Margie Court
12. Dexter Court
13. Hilltop Court
14. Buckner Court
15. Maple Court (Off of Colony)
16. Baker Court (Off of Gregory)
17. Grady Court
18. Lori Court
19. Danley Court
20. Lloyd Court (2)
21. Castle Court
22. Rawlings Dr (2)
23. Rawlings Court
24. Homestead St (southside ROW @ Morriss)

- A. Base Maintenance cost per week: \$_____per week x 30 =
\$_____Annual Cost
- B. Off Season Service cost per occurrence: \$_____
- C. Ant Abatement cost per application: \$_____

Parks

1. **Colony Park**
1015 Colony Dr. The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

2. **Cortadera Park**
2000 Cortadera St.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

3. **Gaston Park**
2651 College Pkwy.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

4. **Grand Park**
6201 Madeline Ln.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

5. **Jake's Hilltop Park**
5000 Timber Creek Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e (excluding ball fields outside of fences only)

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

6. **Leonard & Helen Johns Park**
1850 Timber Creek Rd.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

7. **Morriss Road Park**
4500 Morriss Rd.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

8. **Parker Square Park**
1400 Cross Timbers Rd.

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

Base Maintenance cost per week: \$_____ x 28 = Annual Cost: \$_____

9. Prairie Creek Park
1200 Colony St.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

10. Prairie Trail Park
5700 Fox Glen Drive

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

11. Spring Meadow Park
4001 Spring Meadow Ln.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

12. Timber Creek Park
1100 Timber Creek Rd.

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

Base Maintenance cost per week: \$ _____ x 28 = Annual Cost: \$ _____

13. Waketon Park
2501 Waketon Rd.

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

Total Annual Costs for Northeast Section

**Base Maintenance Total Annual Cost For Medians,
Rights-of-Ways, and Courts.** \$ _____ *

Base Maintenance Total Annual Cost For Parks. \$ _____ * **Off**

Season Service Total Per Occurrence Cost \$ _____ * **Ant**

Abatement Service Total Per Occurrence Cost \$ _____ *

Herbicide Treatments Total Annual Cost \$ _____ *

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ _____ per acre

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ _____ per acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material Costs plus _____ % Labor

cost to install new plant/landscape material Cost per hour \$_____

Attachment A

Machinery and Equipment List Worksheet

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

[illegible]

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

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor 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 borne by the vendor. 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 Commercial 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

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 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
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 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 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.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention 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 vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor'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 vendor'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 vendor'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 limit 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 vendor 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 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

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

Vendor shall provide the Town certificates of insurance indicating the coverages 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.

Attachment B

Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

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

VENDOR CONTACTS

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

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

SUBCONTRACTOR INFORMATION

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

Name: _____

Type of Work: _____

Amount: _____

Portion of work by bidder: _____%

Portion of work by sub-contractor: _____%



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: April 18, 2022

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2022, in the principal amount not to exceed \$8,800,000, for the purpose of paying for waterworks and sewer system improvements.

BACKGROUND INFORMATION: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2022, (Certificates) in the principal amount not to exceed \$8,800,000 to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 46 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 2021-2022 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 18, 2021, the Town Council approved a reimbursement resolution for an amount not to exceed \$11,320,000 to fund improvements to water and wastewater system projects and the costs of issuance of the debt. CIP Amendments during the fiscal year, including Amendment #4 on the current agenda, have modified funding sources and/or moved project start dates to future years, thus reducing the proposed debt issuance from \$11,197,000 to \$8,605,000, excluding financing costs.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on June 20, 2022, with the sale being conducted on the proposed date of June 21, 2022. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and the Chief Financial Officer authority to approve all necessary documents and finalize the sale.

A refunding opportunity has been identified for the Certificates of Obligation, Series 2012 (\$3,955,000) and General Obligation Refunding Bonds, Series 2012 (\$1,865,000). The volatility in the municipal bond market and interest rate levels are being monitored. If conditions are feasible, the refunding will be presented for Town Council's approval on June 20, 2022 with the sale being conducted on the proposed date of June 21, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$8,800,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$(8,800,000)	The utilities system will fund the waterworks and sewer system improvements.

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed Projects
2. Preliminary Schedule of Events – Series 2022
3. Proposed Resolution

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

Utility Capital Projects**Water Projects:**

High Road Water Line Replacement Phase II	\$	2,850,000	
Lopo Water Line Replacement		365,000	
Royal Oaks Water Line Replacement Phase I		150,000	
Scenic Drive Water Line (South of FM 1171 to River Hill Drive)		130,000	
Timber Creek Water Line Replacement Phase II		780,000	
US 377 at FM 1171 Water Line Loop/Relocation		1,390,000	
Utility Asset Management & Utility Replacement		300,000	
Water System Leak Detection & Repair		50,000	\$ 6,015,000

Wastewater Projects:

Inflow-Infiltration/Evaluation and Repair	\$	250,000	
Lift Station Improvements and Decommissioning Phase III		2,000,000	
Lopo Sewer line Replacement		340,000	\$ 2,590,000

Total Utility			\$ 8,605,000
----------------------	--	--	---------------------

Estimated financing costs			\$ 195,000
----------------------------------	--	--	-------------------

Grand Total of Debt Issuance			\$ 8,800,000
-------------------------------------	--	--	---------------------

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2022
General Obligation Refunding Bonds, Series 2022

Proposed Schedule of Events

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Proposed Date

Action

April 18, 2022	Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)
April 26, 2022	Post Notice of Intent to Issue CO's on Town's website (at least 45 days prior to sale)
May 1, 2022	Initial publication of Notice of Intent to Issue CO's (at least 46 days prior to sale).
May 8, 2022	Second publication of Notice of Intent to Issue CO's.
May 26, 2022	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to Standard & Poors (S&P) and Fitch Ratings (Fitch).
June 1, 2022	Comments on initial draft of POS due to Hilltop.
June 3, 2022	Hilltop sends second draft of POS to parties for review and comment.
June 7, 2022	Due Diligence call with Underwriter's Counsel (tentative). Conference Call with rating agencies(tentative).
June 13, 2022	Comments on second draft of POS due to Hilltop.
June 14, 2022	Hilltop submits POS for electronic distribution via internet.
June 17, 2022	Receive ratings.
June 20, 2022	Town Council considers parameters Ordinance for Certificates and Bonds (6:00 pm Regular Meeting)
June 21, 2022	Certificate and Bond Pricing. Pricing Certificate and BPA signed.
June 22, 2022	Draft of Final Official Statement distributed for review.
June 24, 2022	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
June 27, 2022	Final Official Statement posted to internet and sent to printer.
June 29, 2022	Written Final Official Statement received by all parties.
July 11, 2022	Hilltop to notify all parties of closing and delivery instructions.
July 14, 2022	Closing and Delivery.

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. __-22****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed EIGHT MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$8,800,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3

This resolution shall take effect on the date of its passage.

RESOLUTION NO. _____

PAGE 2

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 18th DAY OF APRIL, 2022.

APPROVED:

Derek France, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A**NOTICE OF INTENTION TO ISSUE
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on June 20, 2022, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed EIGHT MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$8,800,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$143,245,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$184,828,756; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$11,900,000; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2042. The above information includes \$99,940,000 in principal amount of outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes. In the event these self-supporting revenue sources are insufficient to pay debt service, the Town is obligated to levy ad valorem taxes to pay such debt obligations. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,
TOWN SECRETARY



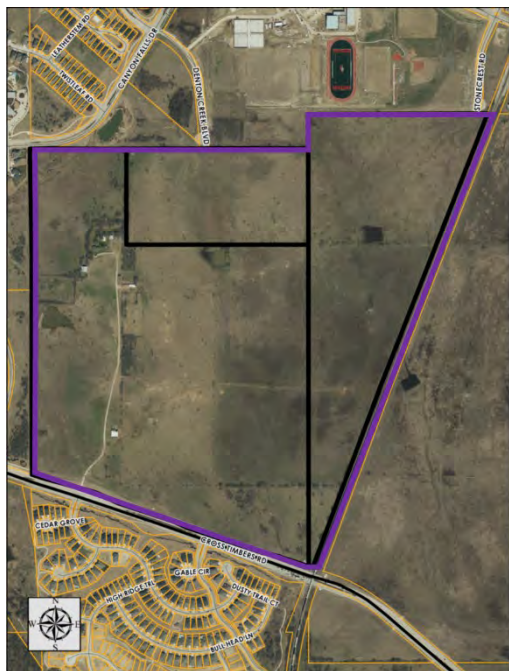
TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: April 18, 2022

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD21-0014 – Cross Timbers Business Park) from Interim Holding (IH) and Agricultural District (A) to Planned Development District No.188 (PD-188) with Campus Industrial and Industrial District-2 uses including a Comprehensive Sign Package, an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances and with certain other waivers, exceptions and modifications to the Code of Ordinances, subject to the terms and conditions in the attached Development Agreement and authorization for the Mayor to execute same on behalf of the Town after approval of the terms by the Town Attorney. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. *(On April 11, 2022, the Planning and Zoning Commission recommended denial by a vote of 6 to 0.)*



SUMMARY DATA:

- Lot Size – Approx. 263 acres
- Proposed Zoning – PD for Campus Industrial and Industrial District-2 uses
- Proposed Buildings – 10 one-story buildings with a conceptual building area of 3,270,140 square feet.
- SMARTGrowth – Passed
- Traffic Analysis – A Traffic Impact Analysis (TIA) was performed on this development. It was determined that the project meets adequate public transportation infrastructure.
- Modifications/Waivers/Exceptions – Additional Height, Compatibility Buffer, Comprehensive Sign Package
- Incentives – None

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Draft Ordinance
2. Development Agreement
3. [Planning and Zoning Commission Staff Report Link](#)

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.

**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 FLOWER MOUND CODE BY CHANGING THE ZONING ON APPROXIMATELY 263.6109 ACRES OF LAND SITUATED IN THE M.E.P. & P. RR CO. SURVEY, ABSTRACT NO. 922, THE JOEL WILBURN SURVEY, ABSTRACT NO. 1416 AND THE B.B.B. & C.R.R SURVEY, ABSTRACT NO. 154, FROM INTERIM HOLDING (IH) AND AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT-188 (PD-188) WITH CAMPUS INDUSTRIAL (CI) AND INDUSTRIAL DISTRICT-2 (I-2) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; 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 263.6109 acres of land situated in the M.E.P. & P. Rr Co. Survey, Abstract No. 922, the Joel Wilburn Survey, Abstract No. 1416 and the B.B.B. & C.R.R Survey, Abstract No. 154, Denton County, Texas, have filed an application to change the zoning from Interim Holding (IH) and Agricultural District (A) uses to Planned Development District-188 (PD-188) with Campus Industrial (CI) and Industrial District-2 (I-2) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on April 11, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 18, 2022, 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

ORDINANCE NO. _____**Page 2**

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 263.6109 acres of land situated in the M.E.P. & P. Rr Co. Survey, Abstract No. 922, the Joel Wilburn Survey, Abstract No. 1416 and the B.B.B. & C.R.R Survey, Abstract No. 154, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District-188 (PD-188) with Campus Industrial (CI) and Industrial District-2 (I-2) uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Conceptual Elevations, and Entryway Monument and Pavilion, of the proposed Planned Development District No. 188 (PD-188), attached hereto as Exhibits "B," "C," "D," "E," and "F" each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Conceptual Elevations, and Entryway Monument and Pavilion for this Planned Development District No. 188 (PD-188).

SECTION 3

The official Zoning 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. 188 (PD-188), 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," "E," and "F" attached hereto, as well as

ORDINANCE NO. _____**Page 3**

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 Flower Mound Code 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 Flower Mound Code. 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.

ORDINANCE NO. _____

Page 4

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 18TH DAY OF APRIL, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

Exhibit A

PROPERTY DESCRIPTION

BEING a 263.6109 acre tract of land situated in the M.E.P. & P. RR Co. Survey, Abstract No. 922 and Joel Wilburn Survey, Abstract No. 1416 and B.B.B. & C.R.R. Survey Abstract No. 154, Town of Flower Mound, Denton County, Texas and being a part of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a point at the intersection of the north right-of-way line of Cross Timbers Road (A.K.A F.M. 1171 a variable width right-of-way) and west right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) from which a Wooden Highway Monument found bears South 43°34'19" West, a distance of 2.25 feet;

THENCE with the north right-of-way line of Cross Timbers Road, the following courses and distances:

North 71°03'45" West, a distance of 177.82 feet to a 3 1/4-inch TXDOT aluminum disk found for corner;
North 24°20'42" West, a distance of 32.19 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 69°20'28" West, a distance of 100.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 65°39'42" West, a distance of 45.34 feet to a 3 1/4-inch TXDOT aluminum disk found for corner;
North 76°46'16" West, a distance of 55.15 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 71°03'38" West, a distance of 239.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 66°45'26" West, a distance of 448.84 feet to a 3 1/4-inch TXDOT aluminum disk found for corner;
North 71°03'21" West, a distance of 296.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 41°11'48" West, a distance of 65.31 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 71°20'28" West, a distance of 100.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 78°30'52" West, a distance of 33.60 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 71°03'21" West, a distance of 215.89 feet to a 3 1/4-inch TXDOT aluminum disk found for corner;
North 62°00'53" West, a distance of 217.81 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 67°46'02" West, a distance of 85.52 feet to a 3 1/4-inch TXDOT aluminum disk found for corner;
North 81°06'16" West, a distance of 414.25 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

Exhibit A

North 72°23'07" West, a distance of 169.33 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of a called 44.557 acre tract of land described in Special Warranty Deed to WS-DCF Development LLC as "Tract Two", recorded in Instrument No. 2015-34494, of said Official Public Records;

THENCE departing said Cross Timbers Road and with the east line of said Tract Two, North 0°09'38" West, a distance of 2,878.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of Lot 1X, Block SS of Canyon Falls – Retail, an Addition to the Town of Flower Mound according to the Plat recorded in Instrument No. 2019-107, of said Official Public Records;

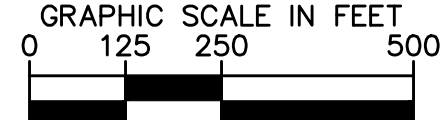
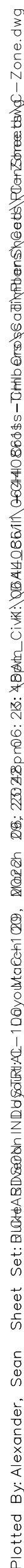
THENCE with the south line of said Lot 1X, Block SS and south terminus of Denton Creek Boulevard (a variable width right-of-way) and south line of Lot 1R, Block 1, of Canyon Falls Middle School, an Addition to the Town of Flower Mound according to the Plat recorded in Instrument No. 2020-102, of said Official Public Records, North 89°46'08" East, a distance of 2475.60 feet to a point for an inner ell corner of said Lot 1R, Block 1, from which a PK Nail found bears North 61°43'51" West a distance of 0.34 feet;

THENCE with an east line of said Lot 1R, Block 1, North 0°24'52" West, a distance of 312.00 feet to a point for corner, from which a PK Nail found, bears North 72°48'44" East, a distance of 0.29 feet;

THENCE with the south line of said Lot 1R and the south terminus of Stonecrest Road (a variable width right-of-way) and Lot 1, Block A of Canyon Falls Fire Station 6, an Addition to the Town of Flower Mound, according to the Plat recorded in Instrument No. 2015-53, of said Official Public Records, South 89°49'48" East, a distance of 1,623.25 feet to a 1/2-inch iron rod with plastic cap stamped "WAI" found for the southeast corner of said Lot 1, Block A, and being in said west right-of-way line of Union Pacific Railroad (a 100-foot right-of-way);

THENCE with said west right-of-way line of Union Pacific Rail Road, South 21°18'25" West, a distance of 4,355.18 feet to the **POINT OF BEGINNING** and containing 263.6109 acres or 11,482,889 square feet of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983(2011).



VICINITY MAP (NOT TO SCALE)

0.5 MILE

50

812

377

MEADOWVIEW

STANFORD

Site

*THIS PLAN IS CONCEPTUAL IN NATURE AND IS INTENDED TO CAPTURE THE GENERAL INTENT OF THE PLANNED DEVELOPMENT.

1ST PLANNED DEVELOPMENT (ZPD) SUBMITTAL	08/30/2021
2ND PLANNED DEVELOPMENT (ZPD) SUBMITTAL	10/12/2021
3RD PLANNED DEVELOPMENT (ZPD) SUBMITTAL	12/06/2021
4TH PLANNED DEVELOPMENT (ZPD) SUBMITTAL	01/28/2022
5TH PLANNED DEVELOPMENT (ZPD) SUBMITTAL	03/08/2022
6TH PLANNED DEVELOPMENT (ZPD) SUBMITTAL	03/25/2022

J. Andy Dobbs Date
Registered Professional Land Surveyor No. 6196
Kimley-Horn and Associates, Inc.
13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Ph. (972) 770-1300
andy.dobbs@kimley-horn.com

CROW HOLDINGS INDUSTRIAL
3819 MAPLE AVENUE
DALLAS, TX 75219
PHONE: (214) 770-4141
CONTACT: BRAD COOPER
EMAIL: BCOOPER@CHINDUSTRIAL.COM

LA ESTANCIA INVESTMENTS, LP
6455 DALLAS PARKWAY
PLANO, TX 75024
PHONE: (972) 612-6120
CONTACT: FINLEY EWING, III
EMAIL: FIN@EWINGAUTOGROUP.COM

13455 NOEL ROAD TWO GALLERIA OFFICE TOWER SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300
CONTACT: ALEX RATHBUN, P.E. / ANDY DOBBS, RPLS
TEXAS REGISTERED ENGINEERING FIRM NO. F-928
SURVEY FIRM #: 101155-00
EMAIL: ALEX.RATHBUN@KIMLEY-HORN.COM
EMAIL: ANDY.DOBBS@KIMLEY-HORN.COM

Kimley»»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-528
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.

ZONING EXHIBIT

SHEET NUMBER C-100	CROSS TIMBERS BUSINESS PARK PREPARED FOR CROW HOLDINGS INDUSTRIAL FLOWER MOUND TEXAS
------------------------------	--

Exhibit B

Development Standards**Planned Development –No. 188
Cross Timbers Business Park**

The development of the property comprising approximately 263 acres of land (the “Planned Development” or “PD-188”) 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; and
 - d. Exhibit “F:” Entryway Monument and Pavilion.

B. Permitted Uses

The Permitted Uses listed in the Campus Industrial District(CI) in the Town’s Zoning Ordinance shall be permitted in the area designated as CI on Exhibit “C.”

All Permitted Uses except for Parking lot, trucks , or trailers (transport), listed in the Industrial – 2 District (I2) in the Town’s Zoning shall be permitted in the area designated as I2 on Exhibit “C.”

Manufacturing - hazardous and objectionable as defined in the Town’s Code (Section 98-2) is specifically prohibited anywhere in the Planned Development.

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 as CI on Exhibit “C” with a Specific Use Permit (SUP) approved by the Town Council with the exception of Parking lot, trucks or trailers (transport) which are not permitted.

The uses listed as Specific Uses in the Industrial – 2 District (I2)in the Town’s Zoning Ordinance shall be permitted in the area designated as I2 on Exhibit “C” with a Specific Use Permit (SUP) approved by the Town

Exhibit B

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 as CI on Exhibit "C" only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87, "Temporary Use Permits," of the Land Development Code.

The uses listed as Temporary Uses in the Industrial – 2 District (I2) in the Town's Zoning Ordinance shall be permitted in the area designated as I2 on Exhibit "C" only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87, "Temporary Use Permits," of the Land Development Code.

E. Split Use Buildings

1. For buildings that cross CI and I2 zoning lines, floor plans and other exhibits required during site plan and building permit approval process will require zoning lines be clearly shown. These zoning lines will clearly establish the internal area with CI allowable uses and the internal area with I2 allowable uses.

F. Dimensional Regulations

The dimensional regulations listed in the Campus Industrial District (CI) and the Industrial 2 District (I2) in the Town's Zoning Ordinance shall be required for this Planned Development in general accordance with the designated areas on Exhibit "C" except as noted in paragraph Q, "Modifications and Exceptions," below.

G. Parking

Parking lots must comply with the landscaping standards found in Section 82-243 and Section 94-63 of the Town's Code of Ordinances. This standard shall apply to truck courts if they are redeveloped as parking lots at any point in time.

H. Building Construction Standards

1. Roofs of buildings over 5,000 square feet shall be painted a light color to improve energy efficiency.
2. Building electrical systems shall support electric charging stations for vehicles including trucks and material handling equipment and

Exhibit B

auxiliary power units for trucks.

I. Screening

1. Screening: In general, buildings finished floor elevation will be constructed at or near average street grade along Denton Creek Boulevard, as measured along the building frontage. Screening of building operations including truck docks will be achieved through the use of masonry walls, berms, and landscaping as conceptually depicted in Exhibit "E."
2. Specific minor arterial screening requirements:
 - a. Berms and walls that provide primary screening for truck courts shall be a minimum of eight feet (8') in height, measured from the adjacent top of curb elevation.
 - b. On the east side of Denton Creek Boulevard, primary screening for truck courts will be provided by masonry walls.
 - c. On the west side of Denton Creek Boulevard, at a minimum, walls shall be used at entrances from Denton Creek Boulevard to interior building sites when the entrance creates visibility of truck courts. The minimum requirements of screening walls shall be 50% of the total length of the west side of Denton Creek Boulevard where screening is required. Berms shall be landscaped in accordance with Section 90-222 and 90-223 of the Town's Code of Ordinances prior to subdivision acceptance ensuring appropriate screening of buildings from the minor arterial.
3. At time of site plan, a site line exhibit shall be provided to show that service areas, including, but not limited, to truck docks, layout or storage yards, utility components, and trash handling are fully screened from view from the right-of-way. Right-of-way includes, but is not limited to, Cross Timbers Road, Denton Creek Boulevard, Stonecrest Drive, and Canyon Falls Drive.

J. Interior Truck Stacking

At site plan and subsequent tenant finish out related to tenant turnover, an analysis will be provided to the Director of Planning that demonstrates adequate truck stacking exists within the Planned Development to accommodate tenant requirements under normal operating conditions. Public streets will not be considered in this analysis.

K. Architectural Standards

Building elevations shall be in substantial compliance with the Conceptual

Exhibit B

Elevations in Exhibit “E.” Exhibit “E” contains conceptual elevations for three representative buildings. These elevations reflect the various floorplate sizes and configurations anticipated to meet the demands of the submarket.

The Planned Development’s architectural theme will be in conformance with the Town’s Urban Design Plan, and will utilize culture stone, steel canopies with factory finished wood textured metal soffits and paint finished concrete tilt-wall.

Development of PD-188 is subject to the Town’s Urban Design Plan and the specific building component elements enumerated below:

1. Building Component Standards; Building Elevation Profiles and Roof Form shall substantially conform to the approved Concept Elevations, Exhibit “E.”
2. The unified design theme depicted on the Concept Elevations, Exhibit “E,” shall be required within the development.
3. Building entries will be identified by various architectural features including canopies and portals.
4. PD-188 shall substantially comply with the Concept Plan, Exhibit “C,” except as follows:
 - a. Buildings maybe reconfigured into separate individual buildings or combined at site plan subject to the following conditions:
 - b. Total square footage of the reconfigured buildings may not exceed the total square footage of the building(s) being replaced.
 - c. Building elevations must be substantially compliant with elevations for buildings A, D, E, and J and the south elevation of building C contained in Exhibit “E,” as appropriate.
 - d. This section does not apply to buildings that front Canyon Falls Drive or Cross Timbers Road; specifically, buildings A, B, D and E are exempt from this section.
5. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Buildings will reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from Arterial Roadways.
6. Franchise utility panels and connection points shall be painted to match the color and texture of the building and shall be located in a

Exhibit B

manner that they are not visible from public roadways, except that Franchise utility panels and connection points facing Arterial Roadways will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Flower Mound Road.

7. Colors should be earth tones, or members of the beige and brown family of color, or other colors in compliance with the Town's Urban Design Standards.
8. Roof-top mounted mechanical equipment shall not be visible from the public right-of-way or from neighboring residential buildings in accordance with Section 82-273 of the Town's Code of Ordinances.
9. Specific Building Material Standards shall include:
 - a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) on any elevation shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface material on any elevation may be fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.
 - b. The use of exposed standard concrete shall not be utilized for any elevation.
 - c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish, if available. Weathered steel will be permitted for signage.
 - d. Not more than fifteen percent (15%) of any elevation shall be comprised of a color that is not considered an earth or wood tone. White or shades of white shall be considered an earth tone color.
10. Accessory buildings shall be:
 - a. In substantial compliance with the building materials, colors and architectural standards outlined above.
 - b. Maximum square footage of 500 square feet.
 - c. Maximum height of 15 feet.
 - d. In compliance with the Town's Urban Design Plan including the pitched roof standard.

Exhibit B

L. Landscaping

1. The landscaping shall substantially comply with landscaping shown on the Concept Landscape Plan, Exhibit "D."
2. Perimeter Landscaping along all property boundaries including the pavilion and entryway monument at Cross Timbers Road and Denton Creek Boulevard, compatibility buffer, railroad buffer, and landscaping adjacent to Cross Timbers Road, Stonecrest Boulevard and Denton Creek Boulevard will be installed prior to subdivision acceptance in accordance with Section 90-222 and 90-223 of the Town's Code of Ordinances.

M. Lighting

The following minimum standards for permanent lighting fixtures that are not in the Town's right of way or otherwise considered public improvements apply:

- a. Full shielding of all lighting fixtures over 1000 initial lamp lumens; and
- b. A limit on the emission of short-wavelength light through one of the following restrictions:
 - i. The correlated color temperature (CCT) of lamps must not exceed 3000 Kelvins; **OR**
 - ii. Allowed lighting must not emit more than 25% of its total spectral power at wavelengths 550 nanometers; **OR**
 - iii. The scotopic-to-photopic (S/P) ratio of allowed lighting must not exceed 1.3.

N. Signage

Except as provided in this paragraph, signage shall comply with the Town's Sign Ordinance.

1. Entryway monument and the pavilion will be in substantial compliance with the design, materials, and dimensions contained in Exhibit "F."
 - a. Maximum dimensions:
 - i. Pavilion
 - Maximum height is 18 feet.
 - Maximum linear dimension is 30 feet by 40 feet.
 - ii. Entryway Monument
 - Maximum height is 18 feet.

Exhibit B

- Maximum linear dimensions is 14 feet by 4 feet.
2. Denton Creek Boulevard
 - a. Signs indicating that Denton Creek Boulevard is not a truck route and no semi-trucks are allowed beyond this the northern property line will be posted.
 - b. Signs will be posted at exits on to Denton Creek Boulevard indicating trucks may not turn north bound on to Denton Creek Boulevard.
 - c. These signs shall be in conformance with the Town's Code of Ordinances and be designed in conjunction with and approved by the Town Engineer or other staff member as designated by the Town Engineer.

O. Noise

1. Noise levels at the property lines shall comply with residential noise limits in accordance with Section 34-181, "Noise Standards."
2. Outdoor equipment related to specific tenants shall be equipped with noise limiting accessories when available.

P. High Voltage Electrical Transmission Line

1. No building within the development shall be permitted within 50 feet of the edge of the right-of-way or easement of the high voltage electrical transmission line if the use is also listed as a permitted use in the Town's Office District (O) zoning classification (Chapter 98-542).
2. No building shall be located within the easement for a high voltage electrical transmission line.

Q. Railroad Buffer and Setback

1. Minimum buffer of 25 feet.
2. Minimum building setback of 50 feet.

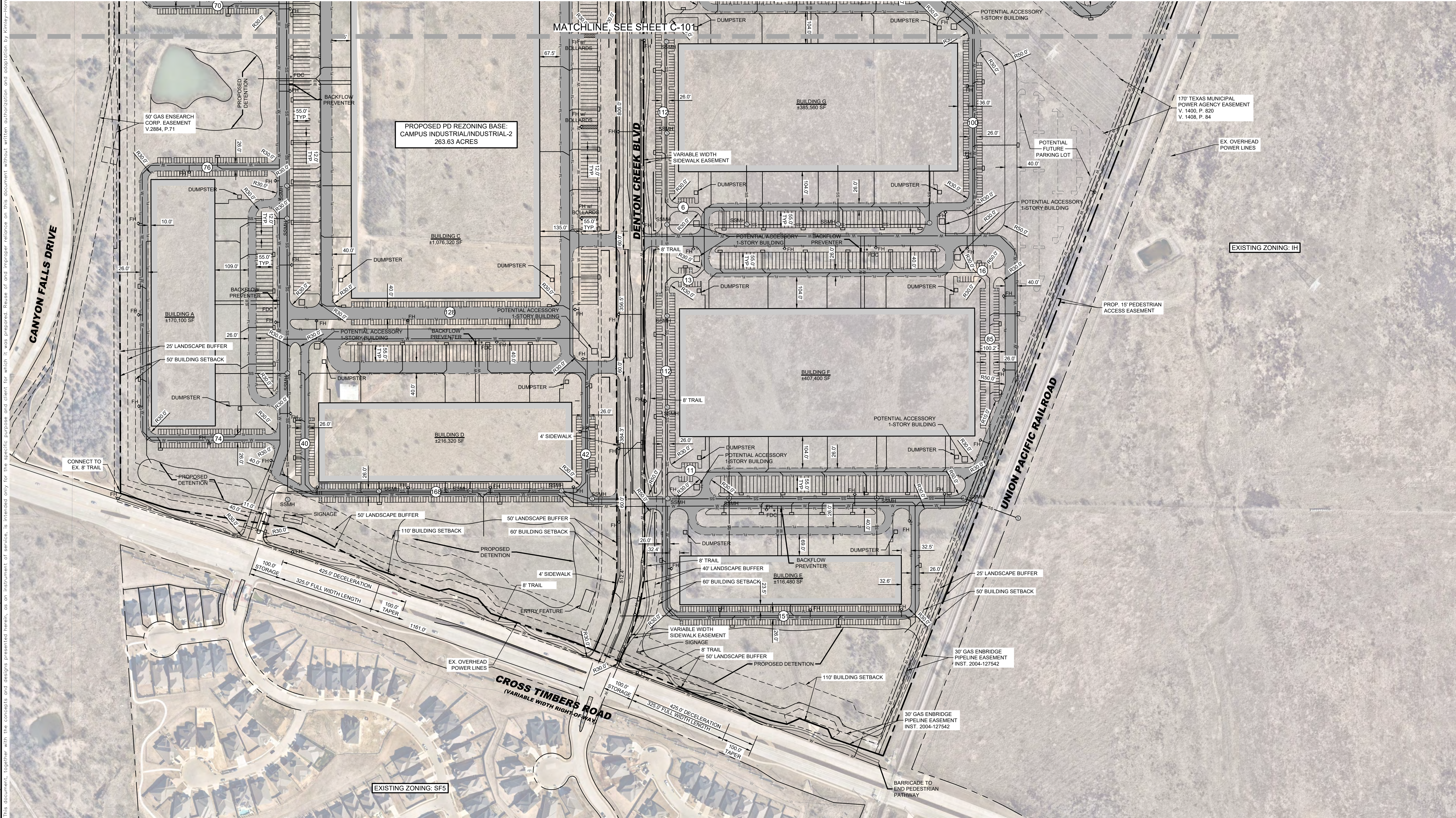
R. Modifications and Exceptions

The following modifications and exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Height:

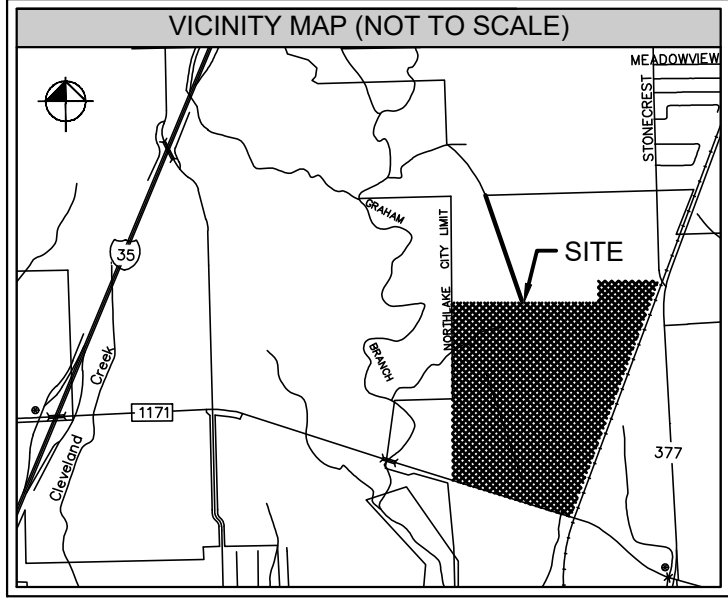
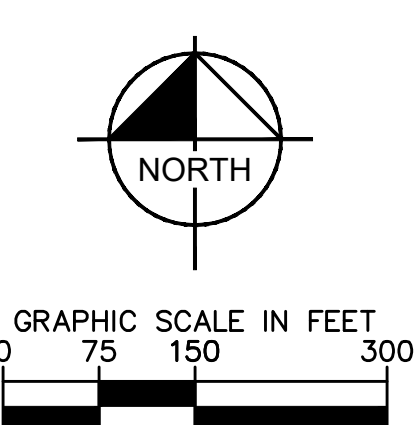
Exhibit B

- a. Height within the area marked H1 on Exhibit "C" shall be a maximum of 60 feet.
 - b. The height of buildings outside of the H1 area but partially or fully within the I2 area shall be a maximum of 45 feet.
 - c. In all other areas, the height maximums contained in the C1 zoning classification shall be required for this Planned Development in accordance with the designated areas on Exhibit "C."
2. Minimum setbacks and landscape buffer adjacent to Cross Timbers Road:
 - a. Building setback shall be a minimum of 110 feet.
 - b. Landscape buffer shall be a minimum of 60 feet.
 - c. These increased building setbacks and landscape buffer standards apply only to areas directly adjacent to Cross Timbers Road and shall be measured from the property line.
3. Minimum landscape buffer along Denton Creek Boulevard shall be a minimum of 40 feet and shall be measured from the property line.
4. Compatibility buffer:
 - a. The masonry wall shall be constructed adjacent to the parking areas in the northwest corner of the development as generally shown in Exhibit "C."
 - b. The compatibility buffer shall be a minimum of 60 feet but will be expanded in accordance with the area noted in Exhibit "D."



- NOTES**
1. THIS DEVELOPMENT IS LOCATED IN DENTON COUNTY.
 2. ALL RETAINING/RETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.*
 3. ALL GROUND-BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.*
 4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT WILL BE SCREENED FROM VIEW.*
 5. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 6. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 7. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANE/ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 8. THE PROPERTY OWNER ACKNOWLEDGES THE APPROVAL OF THIS COMPREHENSIVE SITE PLAN DOES NOT CONSTITUTE APPROVAL OF ANY WAIVERS, EXCEPTIONS, OR VARIANCES THAT MAY BE REQUIRED WITH A SITE PLAN APPLICATION FOR ANY PORTION OF THE SUBJECT PROPERTY.
 9. ALL PARKING SPACES WILL BE A MINIMUM OF 9' BY 18'.
 10. ALL RADII ARE 3.0' UNLESS STATED OTHERWISE.
 11. THIS PLAN IS CONCEPTUAL IN NATURE AND IS INTENDED TO CAPTURE THE GENERAL INTENT OF THE PLANNED DEVELOPMENT.
 12. THE PROPOSED PONDS WILL MEET TOWN STANDARDS.
 13. 12' VELOWEB TRAIL TO BE INSTALLED WITHIN THE 30' ENBRIDGE EASEMENT ALONG THE EAST PROPERTY LINE PER THE TRAILS MASTER PLAN. IF THE TRAIL LOCATION IS NOT FEASIBLE, THE EASEMENT WILL BE ADJUSTED AT THE SITE PLAN.
 14. POTENTIAL ACCESSORY BUILDINGS MUST COMPLY WITH ALL TOWN STANDARDS AND SETBACKS CONTAINED IN THE PLANNED DEVELOPMENT TEXT.

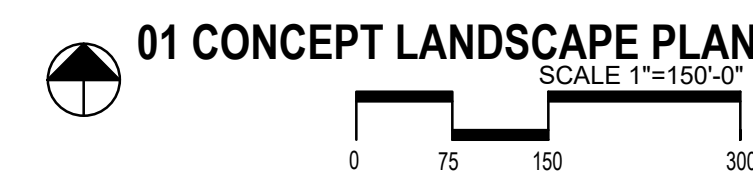
LEGEND	
PROPERTY LINE	— — — — —
EASEMENT LINE	- - - - -
PROP. RET. WALL	=====
PROP. TRUCK CIRCULATION	— — — — — > — — — — —
PROP. FIRELANE	 FL
PROP. SANITARY MH	⊙
PROP. FIRE HYDRANT	◆ FH
PROP. FIRE DEPT. CON.	Ⓕ FDC
PROP. BUILDING	

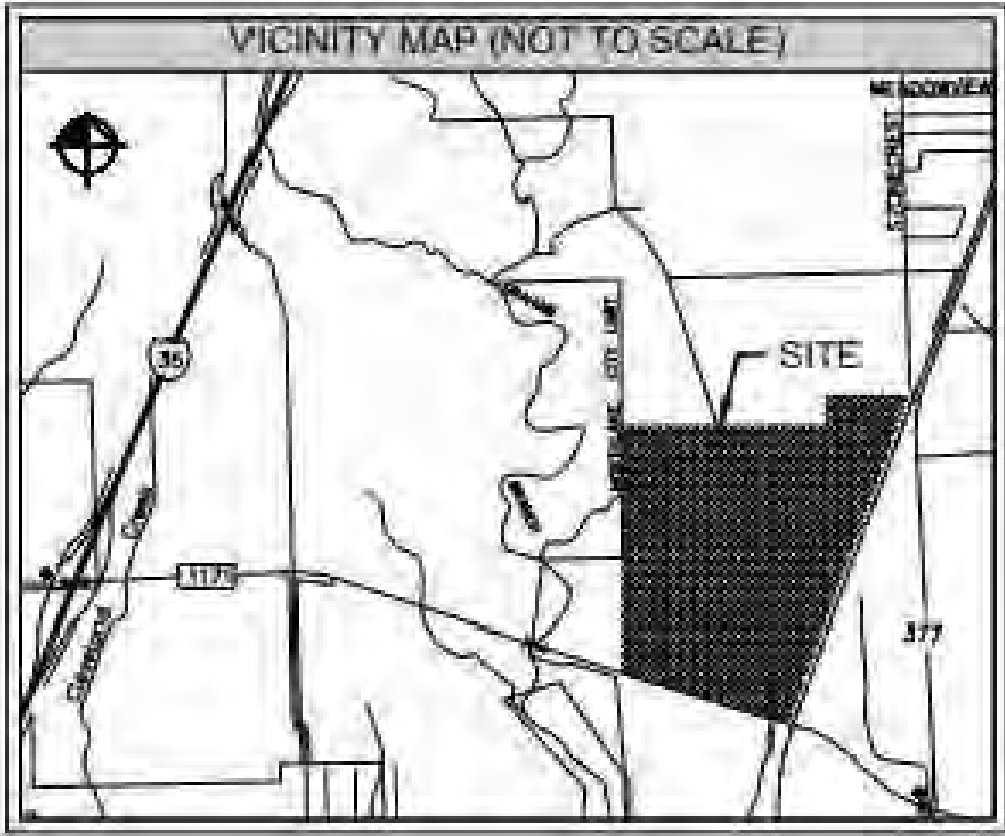


No.	REVISIONS	DATE	BY

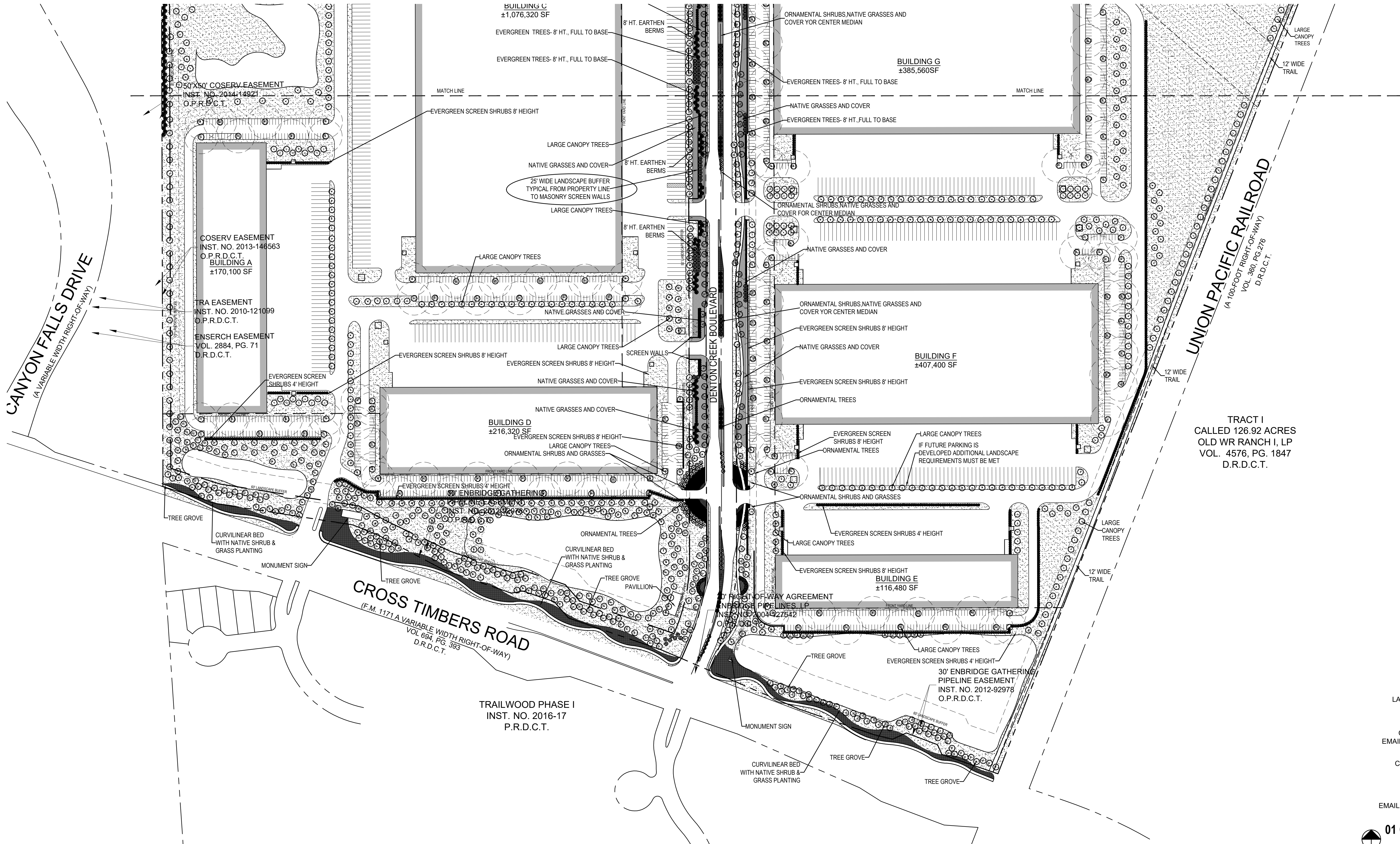
CROSS TIMBERS BUSINESS PARK PREPARED FOR CROW HOLDINGS INDUSTRIAL FLOWER MOUND TEXAS		CONCEPTUAL SITE PLAN		KHA PROJECT 064408611 DATE 04/05/2022 SCALE AS SHOWN DESIGNED BY RAR DRAWN BY SPA CHECKED BY RAR		Kimley»»Horn 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER SUITE 700, DALLAS, TX 75240 PHONE: 972-770-1300 FAX: 972-239-3820 WWW.KIMLEYHORN.COM © 2022 KIMLEYHORN AND ASSOCIATES, INC.	
SHEET NUMBER C-102							

L1.01





LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1333 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



TRACT I
CALLED 126.92 ACRES
OLD WR RANCH I, LP
VOL. 4576, PG. 1847
D.R.D.C.T.

OWNER
LA ESTANCIA INVESTMENTS, LP
6455 DALLAS PARKWAY
PLANO, TEXAS 75024
PHONE: (972) 612-6120
CONTACT: FINLEY EWING, III
EMAIL: FIN@EWINGAUTOGROUP.COM

DEVELOPER
CROW HOLDINGS INDUSTRIAL
3819 MAPLE AVENUE
DALLAS, TEXAS 75219
PHONE: (214) 770-4141
CONTACT: BRAD COOPER
EMAIL: BCOOPER@CHINDUSTRIAL.COM

01 CONCEPT LANDSCAPE PLAN
SCALE 1"=150'-0"
0 75 150 300

CROSS TIMBERS
BUSINESS PARK
PREPARED FOR
CROW HOLDINGS INDUSTRIAL
FLOWER MOUND, TEXAS

ISSUE:
1ST PD (ZPD) SUBMITTAL 08.30.2021
2ND PD (ZPD) SUBMITTAL 10.13.2021
3RD PD (ZPD) SUBMITTAL 12.05.2021
4TH PD (ZPD) SUBMITTAL 01.31.2022
5TH PD (ZPD) SUBMITTAL 03.09.2022
6TH PD (ZPD) SUBMITTAL 04.04.2022

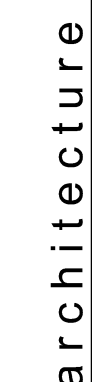
DATE:
04.04.2022

SHEET NAME:
CONCEPT LANDSCAPE PLAN

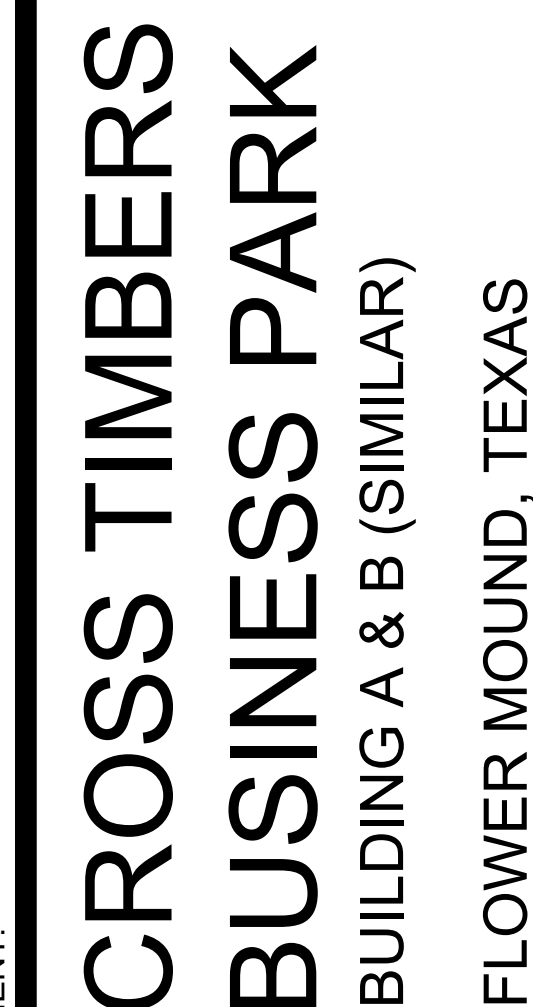
SHEET NUMBER:

L1.02

AZIMUTH:

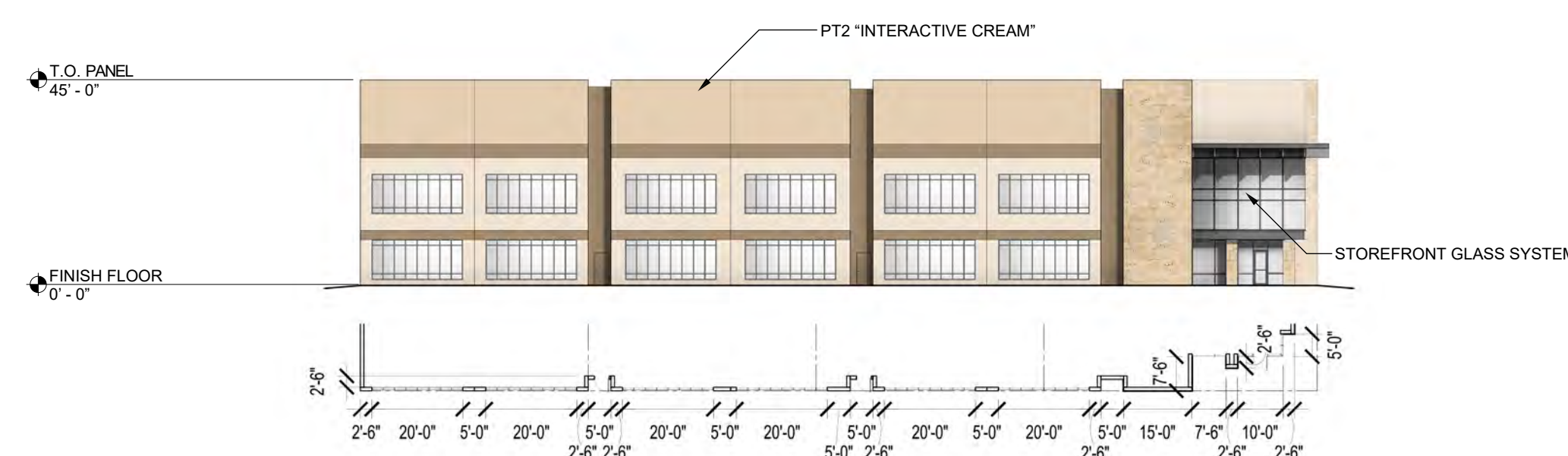


10228 E Northwest Hwy
Box 66
Dallas, Texas 75226
214.261.9060

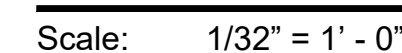
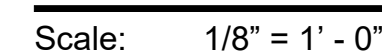


04 EXTERIOR BUILDING ELEVATION - NORTH

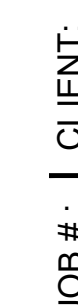
- Scale: $1/32" = 1' - 0"$



03 EXTERIOR BUILDING ELEVATION - SOUTH



Scale: $1/32" = 1' - 0"$



Scale: $1/32" = 1' - 0"$

1	
2	
3	
4	
5	
6	
7	
8	
9	

REVISIONS:

SEAI .

SHEET CONTENTS:

CONCEPTUAL
ELEVATIONS

DATE: March 08, 2022

SHEET:

A7.10

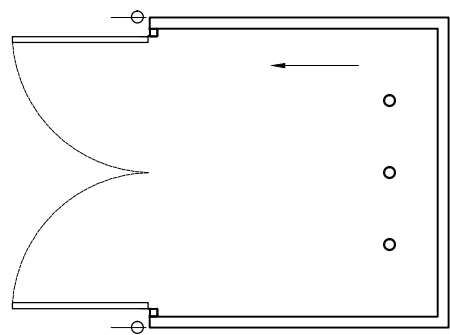
ELEVATIONS LEGEND

- PT1 - SW6672 “Morning Sun”
- PT2 - SW6113 “Interactive Cream”
- PT3 - SW7522 “Meadowlark”
- Black Painted Steel
- Coronado Country Rubble - Texas Cream
- Glass

South		
1.	Total Facade S.F.	34,266
2.	Facade S.F.	25,512
3.	Doors + Windows S.F.	8,754
4.	Primary Masonry Totals	25,512 - 100%
	Stone S.F.	1,757 - 6.9%
	Tile Wall S.F.	23,755 - 93.1%

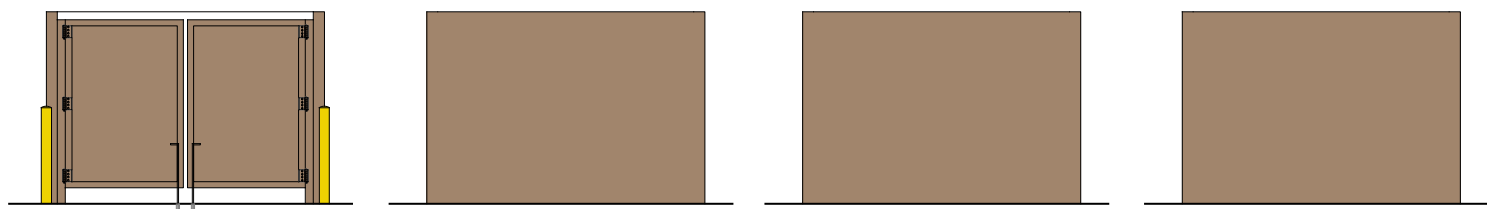
ELEVATION NOTES

1. This Facade Plan is for conceptual purposes only. All building Facade Plans require review and approval by Development Services.
2. All mechanical units shall be screened from public view as required by the Zoning Ordinance.
3. When permitted, exposed utility boxes and conduits shall be painted to match the building.
4. All signage areas and locations are subject to approval by Development Services.
5. An onsite mockup of the building materials to be used on the structure shall be installed and reviewed by the Planning Division. Materials shall not be placed on a structure until a green tag is received by the Planning Division.
6. An approved Facade Plan shall be posted onsite at all times.



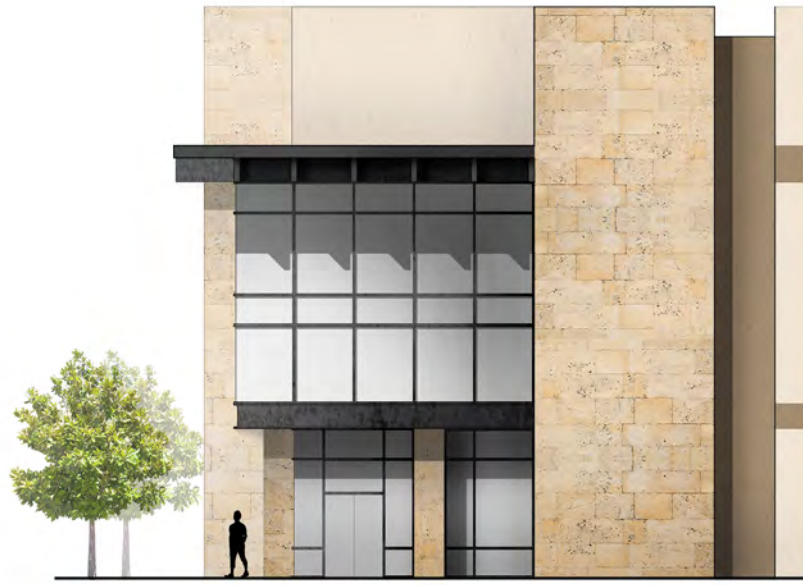
04 TRASH ENCLOSURE PLAN

Scale: 1/8" = 1' - 0"



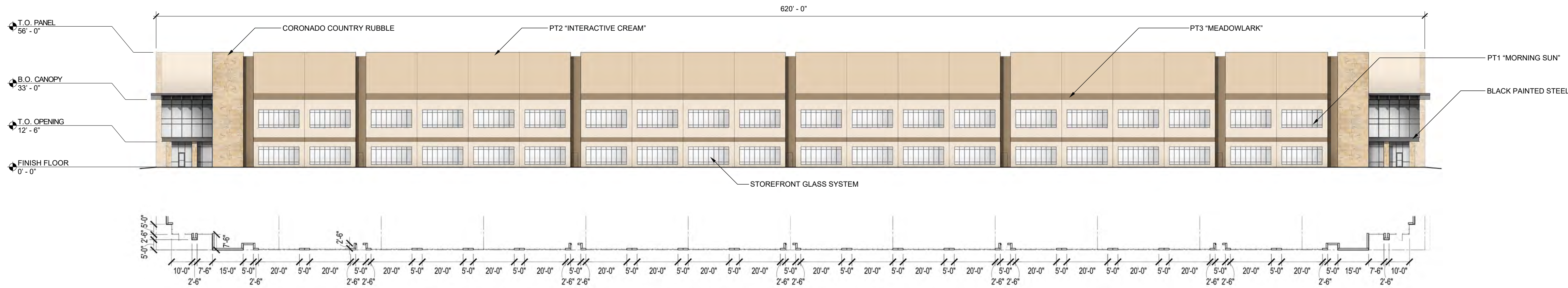
03 TRASH ENCLOSURE ELEVATIONS

Scale: 1/8" = 1' - 0"



02 ENLARGED CORNER ELEVATION

Scale: NTS



01 EXTERIOR BUILDING ELEVATION - SOUTH (FRONT)

Scale: 1/32" = 1' - 0"

AZIMUTH:

architecture

10228 E Northwest Hwy
Box 66
Dallas, Texas 75226
214.261.9060

www.azimutharc.com

CROSS TIMBERS
BUSINESS PARK
BUILDING C
FLOWER MOUND, TEXAS

2719

1	
2	
3	
4	
5	
6	
7	
8	
9	

SHEET CONTENTS:
CONCEPTUAL
ELEVATIONS

DATE: March 08, 2022

SHEET:

A7.10

1	
2	
3	
4	
5	
6	
7	
8	
9	

JOB # : CLIENT:

REVISIONS:

SEAL:

SHEET CONTENTS:
CONCEPTUAL
ELEVATIONS

DATE: March 08, 2022

SHEET:

A7.10

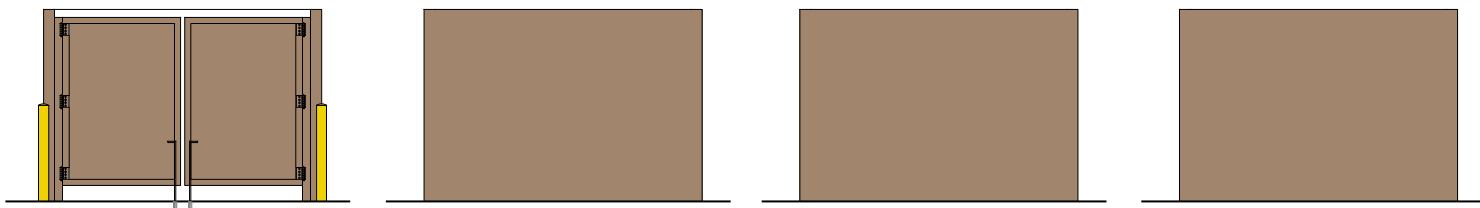
		North	South	East	West
1.	Total Facade S.F.	36,120	32,740	10,221	10,221
2.	Facade S.F.	30,621	21,583	7,592	7,592
3.	Doors + Windows S.F.	5,499	11,157	2,629	2,629
4.	Primary Masonry Totals	30,621 - 100%	21,583 - 100%	7,592 - 100%	7,592 - 100%
	Stone S.F.	N/A	2,959 - 13.7%	630 - 8.3%	630 - 8.3%
	Tile Wall S.F.	30,621 - 100%	18,624 - 86.3%	6,962 - 91.7%	6,962 - 91.7%

ELEVATIONS LEGEND

- PT1 - SW6672 “Morning Sun”
- PT2 - SW6113 “Interactive Cream”
- PT3 - SW7522 “Meadowlark”
- Black Painted Steel
- Coronado Country Rubble - Texas Cream
- Glass

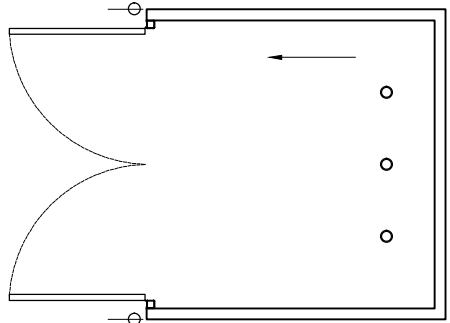
ELEVATION NOTES

- This Facade Plan is for conceptual purposes only. All building Facade Plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by Development Services.
- An onsite mockup of the building materials to be used on the structure shall be installed and reviewed by the Planning Division. Materials shall not be placed on a structure until a green tag is received by the Planning Division.
- An approved Facade Plan shall be posted onsite at all times.



06 TRASH ENCLOSURE ELEVATIONS

Scale: 1/8" = 1' - 0"

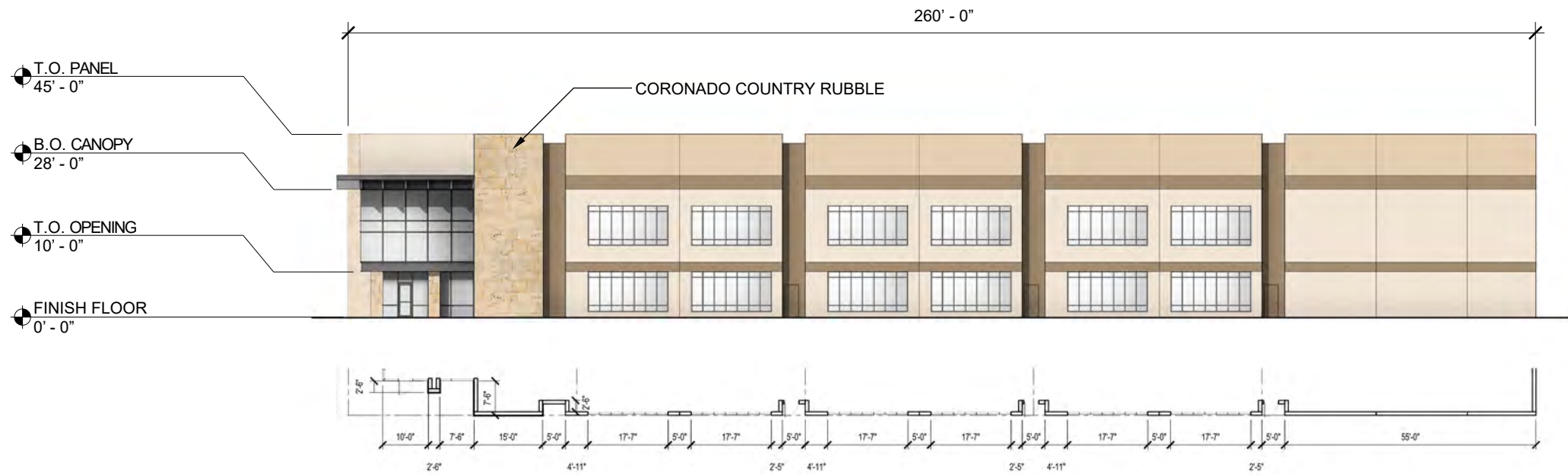


05 TRASH ENCLOSURE PLAN

Scale: 1/8" = 1' - 0"

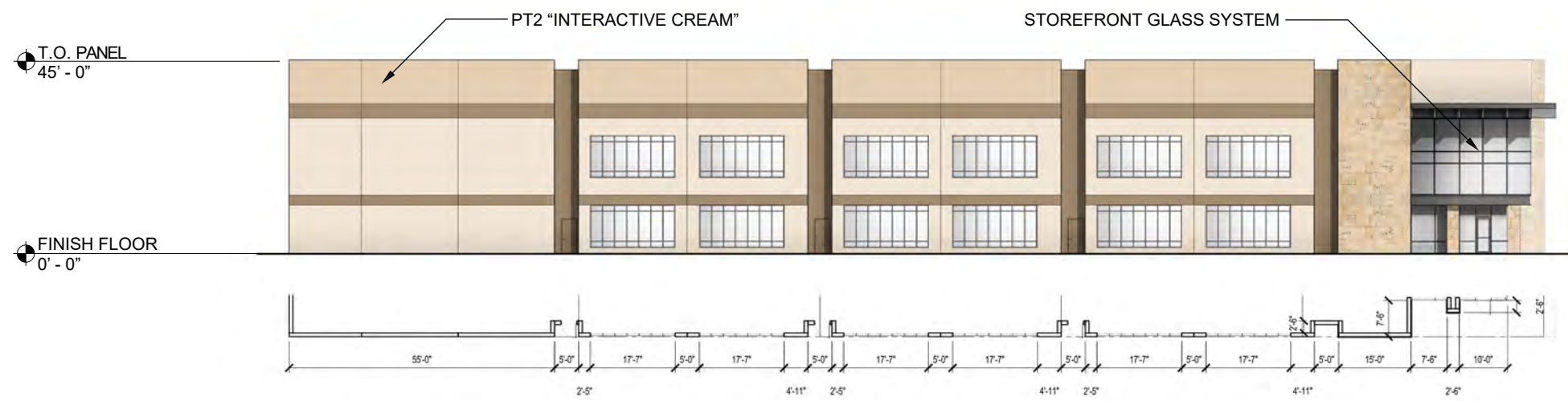
04 EXTERIOR BUILDING ELEVATION - EAST

Scale: 1/32" = 1' - 0"



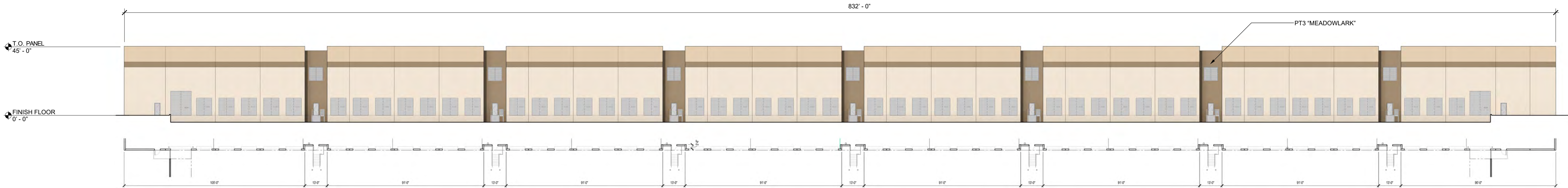
03 EXTERIOR BUILDING ELEVATION - WEST

Scale: 1/32" = 1' - 0"



02 EXTERIOR BUILDING ELEVATION - NORTH

Scale: 1/32" = 1' - 0"



01 EXTERIOR BUILDING ELEVATION - SOUTH

Scale: 1/32" = 1' - 0"



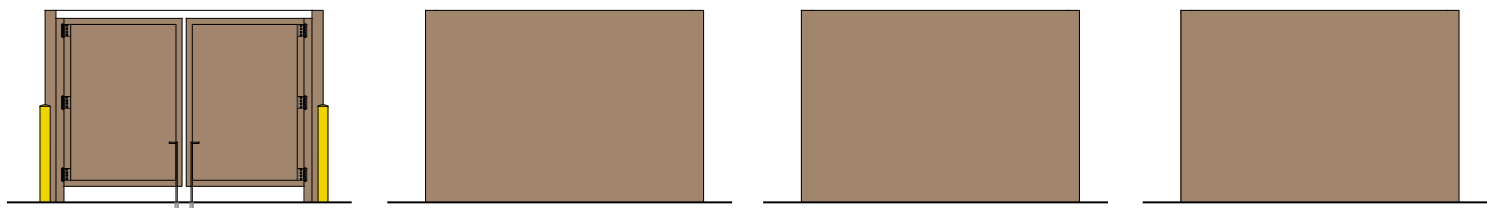
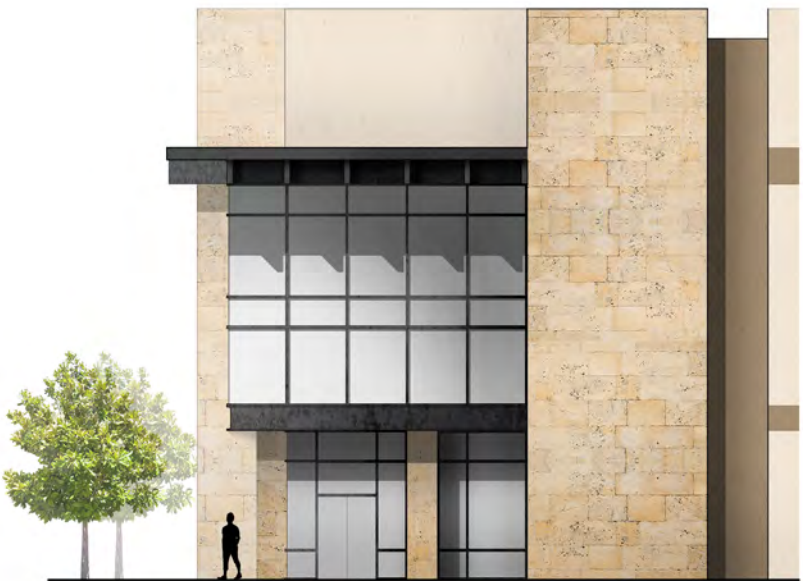
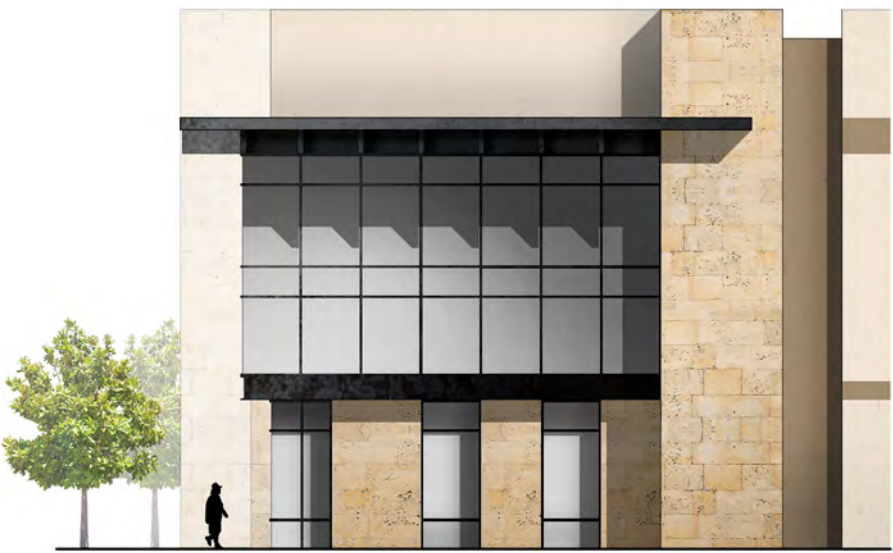
ELEVATIONS LEGEND

- PT1 - SW6672 “Morning Sun”
- PT2 - SW6113 “Interactive Cream”
- PT3 - SW7522 “Meadowlark”
- Black Painted Steel
- Coronado Country Rubble - Texas Cream
- Glass

		North	South	East	West
1.	Total Facade S.F.	24,223	24,223	48,807	48,807
2.	Facade S.F.	21,969	21,969	40,967	40,967
3.	Doors + Windows S.F.	2,254	2,254	7,840	7,840
4.	Primary Masonry Totals	21,969 - 100%	21,969 - 100%	40,967 - 100%	40,967 - 100%
	Stone S.F.	1,490 - 6.8%	1,490 - 6.8%	1,346 - 3.3%	1,346 - 3.3%
	Tib Wall S.F.	20,479 - 93.2%	20,479 - 93.2%	39,621 - 96.7%	39,621 - 96.7%

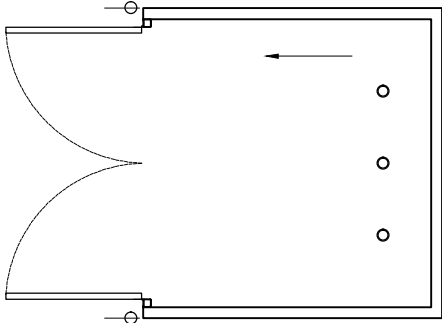
ELEVATION NOTES

- This Facade Plan is for conceptual purposes only. All building Facade Plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by Development Services.
- An onsite mockup of the building materials to be used on the structure shall be installed and reviewed by the Planning Division. Materials shall not be placed on a structure until a green tag is received by the Planning Division.
- An approved Facade Plan shall be posted onsite at all times.



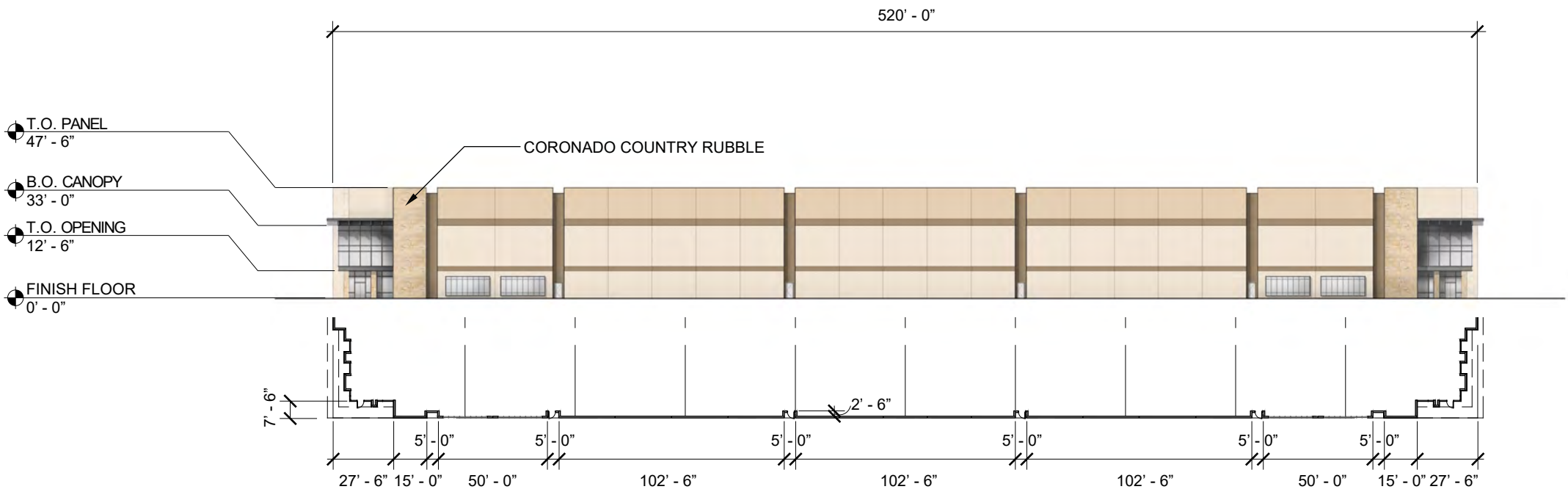
06 TRASH ENCLOSURE ELEVATIONS

Scale: 1/8" = 1' - 0"



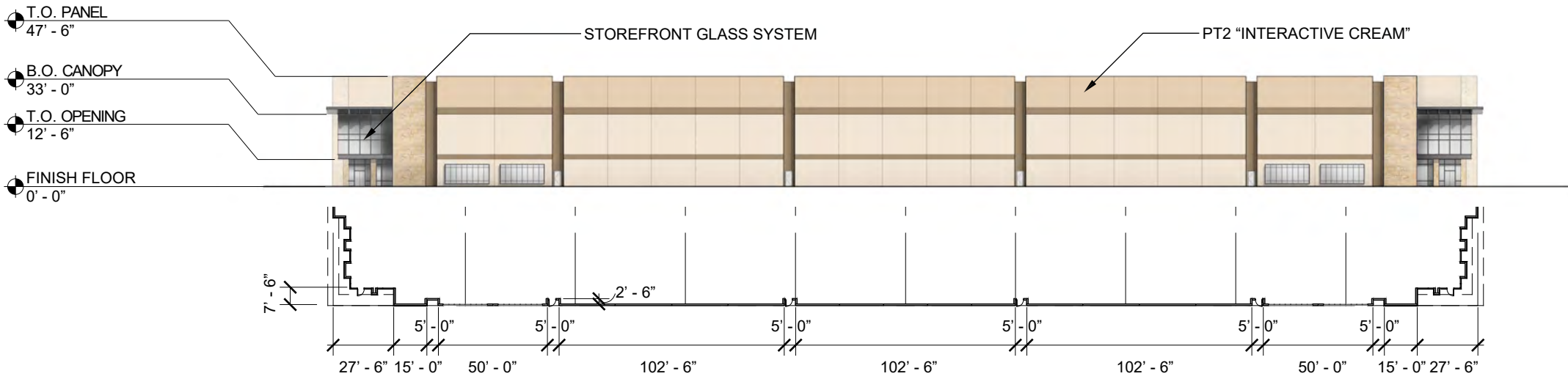
05 TRASH ENCLOSURE PLAN

Scale: 1/8" = 1' - 0"



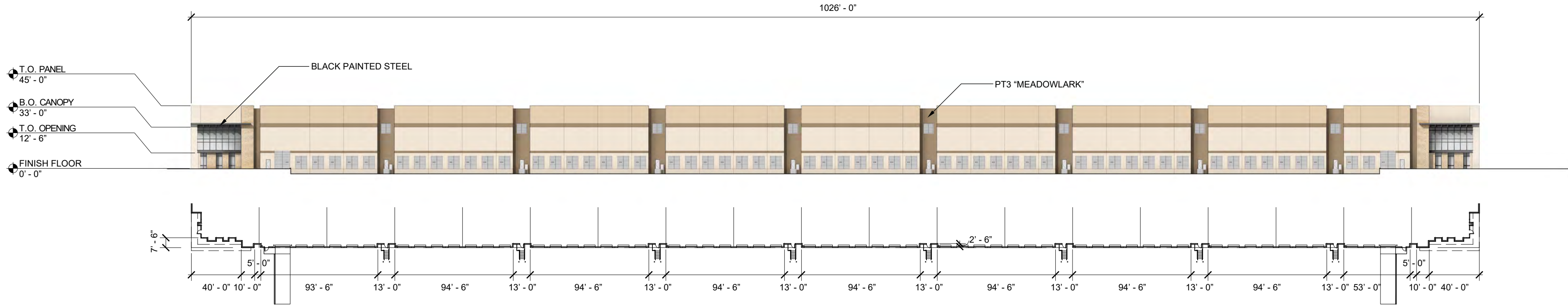
04 EXTERIOR BUILDING ELEVATION - NORTH

Scale: 1" = 64'-0"



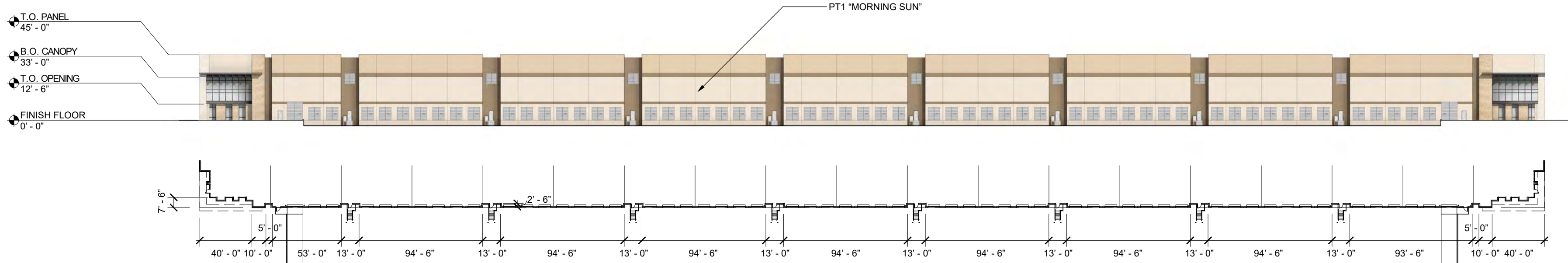
03 EXTERIOR BUILDING ELEVATION - SOUTH

Scale: 1" = 64'-0"



02 EXTERIOR BUILDING ELEVATION - WEST

Scale: 1" = 64'-0"



01 EXTERIOR BUILDING ELEVATION - EAST

Scale: 1" = 64'-0"

AZIMUTH:

architecture

10228 E Northwest Hwy
Box 66
Dallas, Texas 75226
214.261.9060

www.azimutharc.com

CROSS TIMBERS
BUSINESS PARK
BUILDING J, G (SIMILAR), F (SIMILAR)
FLOWER MOUND, TEXAS

2719

JOB # : CLIENT:

REVISIONS:

SEAL:

SHEET CONTENTS:
CONCEPTUAL
ELEVATIONS

DATE: March 08, 2022

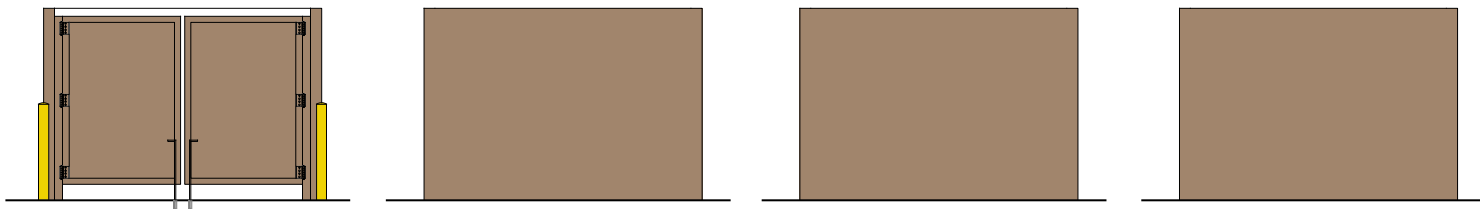
SHEET:

A7.10

ELEVATIONS LEGEND

- PT1 - SW6672 “Morning Sun”
- PT2 - SW6113 “Interactive Cream”
- PT3 - SW7522 “Meadowlark”
- Black Painted Steel
- Coronado Country Rubble - Texas Cream
- Glass

		North	South	East	West
1.	Total Facade S.F.	31,618	28,603	6,246	6,246
2.	Facade S.F.	26,837	18,821	4,920	4,920
3.	Doors + Windows S.F.	4,781	9,782	1,326	1,326
4.	Primary Masonry Totals	26,837 - 100%	18,821 - 100%	4,920 - 100%	4,920 - 100%
	Stone S.F.	N/A	2,939 - 15.6%	630 - 12.8%	630 - 12.8%
	Til Wall S.F.	26,837 - 100%	15,882 - 84.4%	4,290 - 87.2%	4,290 - 87.2%

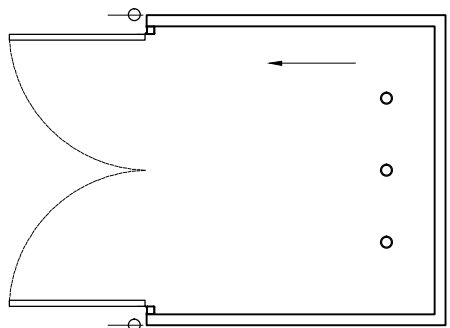


06 TRASH ENCLOSURE ELEVATIONS

Scale: 1/8" = 1' - 0"

ELEVATION NOTES

1. This Facade Plan is for conceptual purposes only. All building Facade Plans require review and approval by Development Services.
2. All mechanical units shall be screened from public view as required by the Zoning Ordinance.
3. When permitted, exposed utility boxes and conduits shall be painted to match the building.
4. All signage areas and locations are subject to approval by Development Services.
5. An onsite mockup of the building materials to be used on the structure shall be installed and reviewed by the Planning Division. Materials shall not be placed on a structure until a green tag is received by the Planning Division.
6. An approved Facade Plan shall be posted onsite at all times.

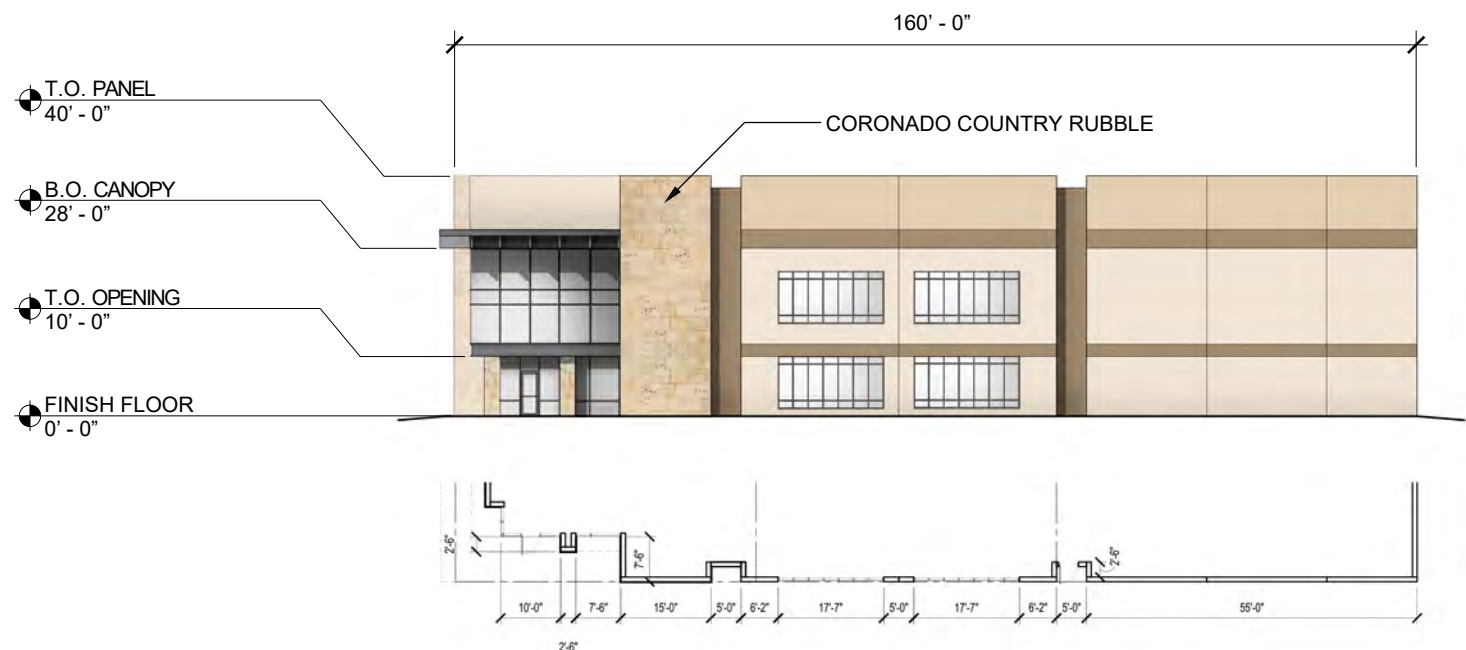


05 TRASH ENCLOSURE PLAN

Scale: 1/8" = 1' - 0"

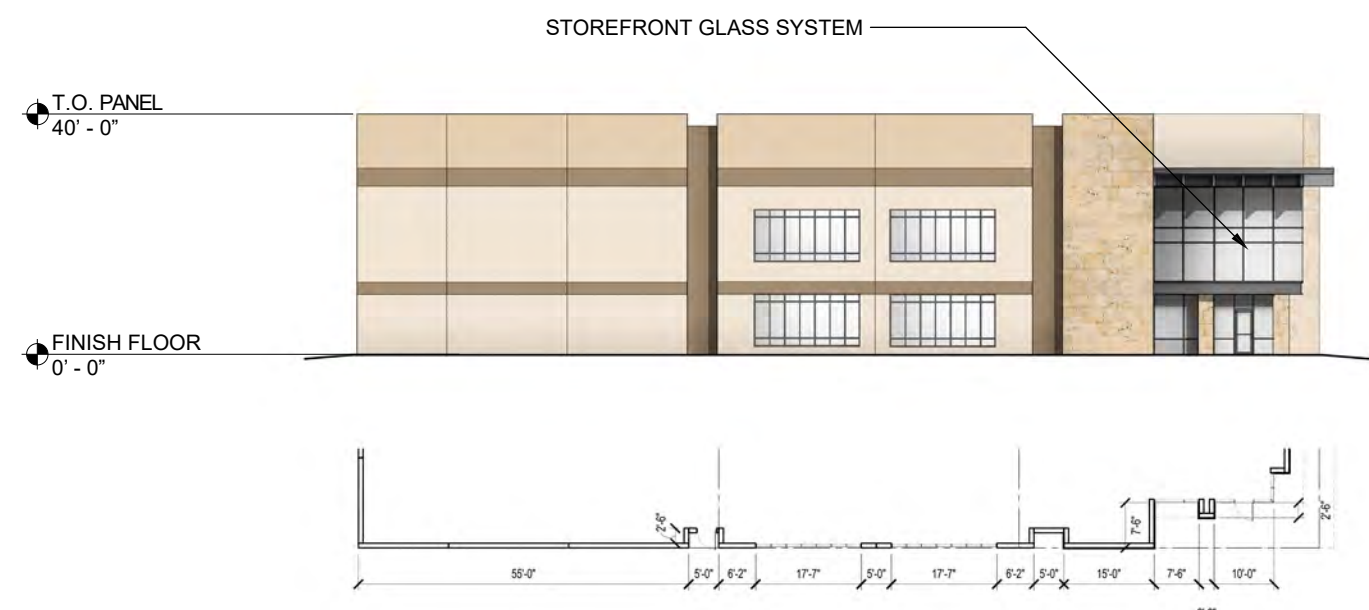
04 EXTERIOR BUILDING ELEVATION - EAST

Scale: 1/32" = 1' - 0"



03 EXTERIOR BUILDING ELEVATION - WEST

Scale: 1/32" = 1' - 0"



02 EXTERIOR BUILDING ELEVATION - NORTH

Scale: 1/32" = 1' - 0"



01 EXTERIOR BUILDING ELEVATION - SOUTH

Scale: 1/32" = 1' - 0"



AZIMUTH:

architecture

10228 E Northwest Hwy
Box 66
Dallas, Texas 75226
214.261.9060

www.azimutharc.com

CROSS TIMBERS
BUSINESS PARK
BUILDING E & H (SIMILAR)
FLOWER MOUND, TEXAS

2719

JOB # : CLIENT:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

REVISIONS:

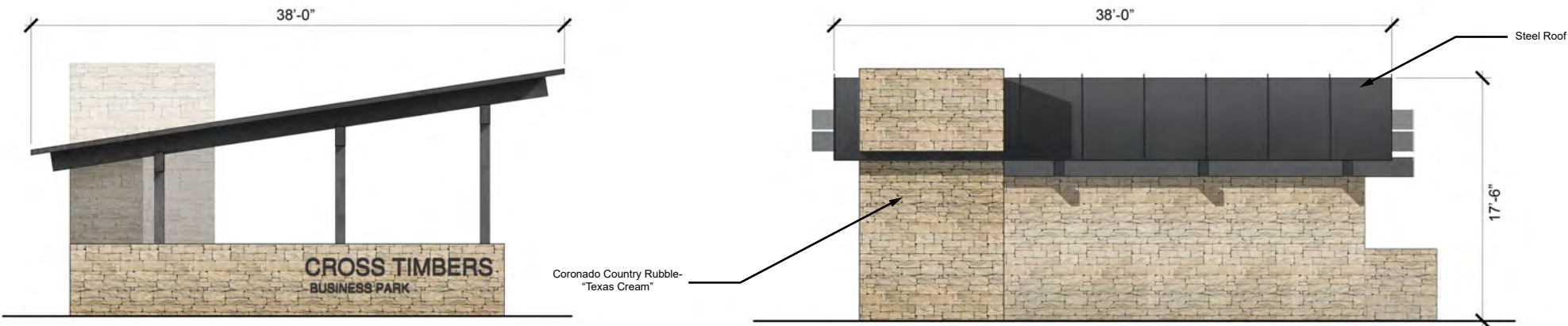
SEAL:

SHEET CONTENTS:
CONCEPTUAL
ELEVATIONS

DATE: March 08, 2022

SHEET:

A7.10

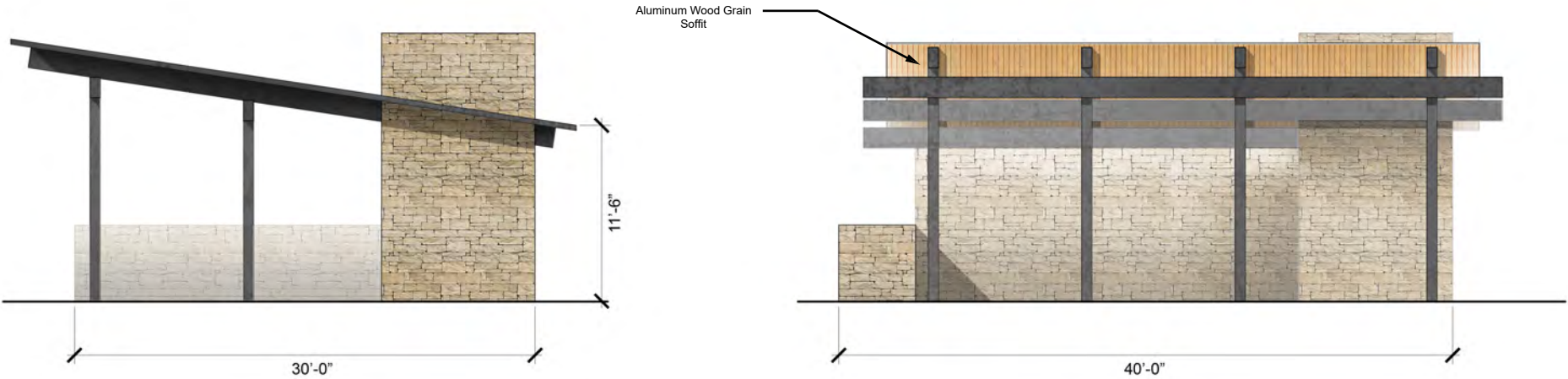


ENTRY PAVILION ELEVATION - SOUTH

Scale: NTS

ENTRY PAVILION ELEVATION - WEST

Scale: NTS



ENTRY PAVILION ELEVATION - NORTH

Scale: NTS

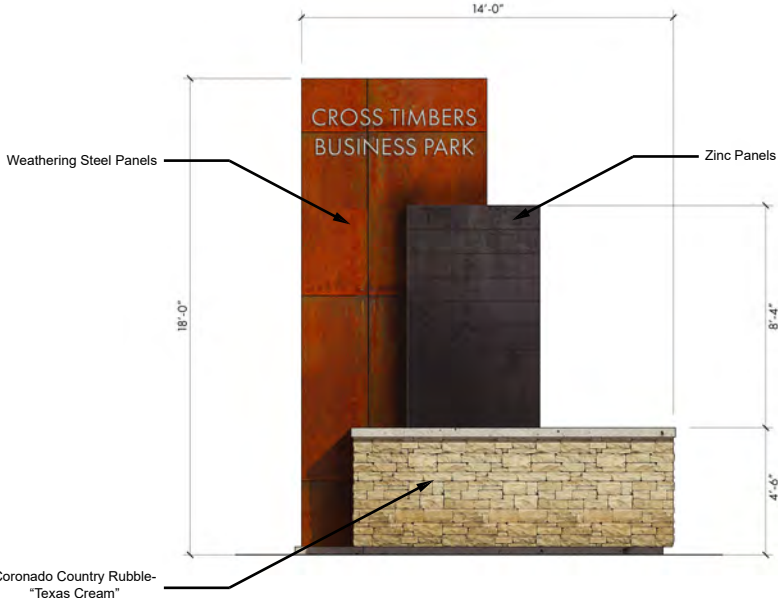
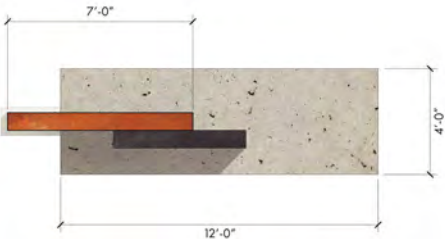
ENTRY PAVILION ELEVATION - EAST

Scale: NTS



SCREEN WALL ELEVATION

Scale: NTS



MONUMENT SIGN ELEVATION

Scale: NTS

DEVELOPMENT AGREEMENT FOR Cross Timbers Business Park

THIS DEVELOPMENT AGREEMENT FOR Cross Timbers Business Park ("Agreement") is made and entered into this ____ day of March, 2022, by and between the Town of Flower Mound, Texas (the "Town"), and Cross Timbers Industrial, L.P., a Delaware limited partnership ("Developer").

WITNESSETH:

WHEREAS, Cross Timbers Business Park Project ("Project") is a unique development encompassing approximately 263 acres in Flower Mound and described by metes and bounds on Exhibit 1 ; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the payment of certain fees and construction of certain infrastructure, among other matters; and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before amendments to the Town's zoning ordinances, and approval of any development plan, record plat or site plan may be granted; and

WHEREAS, the Project is zoned PD 188; and

WHEREAS, the Town and Developer desire to address (1) infrastructure and related concerns associated with the Project due to its location, and (2) project phasing, and (4) the concern for the public health, safety and welfare due to the foregoing; and

Whereas, due to the unique nature of large-scale project with a potential mixture of uses, coupled with the recognition that such developments offer challenges to traditional zoning methods and standard land use assumptions and practices, the Town and Developer acknowledge that it is in the best interests of all parties that these issues be addressed in this Agreement while acknowledging that projects like these develop over many years.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Project Subject to Town Ordinances**. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town. The PD 188 Concept Plan is attached as Exhibit 2.
2. **Traffic Signal** – Developer agrees to pay the estimated costs related to the traffic signal at Denton Creek Boulevard and Cross Timbers Road/FM 1171. Estimated total costs are \$500,000. The Town will provide all the signal equipment except for conduit, cable, or elements related to

flat work such as foundations, ramps, truncated domes or pavement markings. These costs, will be paid to the Town at the time of a preconstruction meeting authorizing grading or construction activities to occur on the lot or site or when equipment is delivered to the Developer and/or approved signal contractor. In cases where a preconstruction meeting is not required, the estimated costs shall be paid prior to the issuance of any building permit for the lot or site in accordance with 94-39.

Responsibility for installation of the traffic signal shall be shared between the Developer and the Town as follows:

- a. Preparation of signal warrant study required for TXDOT will be done by the Developer.
 - b. The Town will review the signal warrant study and submit to TXDOT for approval within 14 days of Town's approval of said study. Approval of the signal location is the responsibility of the Developer. The Town will assist in coordination.
 - c. Design for the signal will be done by the Developer and will follow the Town's 60%, 90%, and 100% design process. Each submittal will be returned with comments in 14 days. Once design is approved by the Town, it will be submitted to TxDOT within 14 days. TxDOT must approve signal and developer will be required to address TxDOT comments. Town does not control TxDOT require timeframe.
 - d. The Town will provide all the signal equipment except for conduit, cable, or elements related to flat work such as foundations, ramps, truncated domes or pavement markings. Signal equipment will be reimbursed from the Developer
 - e. Developer will use a Town approved signal contractor.
 - f. All materials to be purchased by the Developer's signal contractor shall meet Town standards and be approved prior to installation through Shop Drawings.
 - g. Changes to the plan, by either party, must be agreed upon by both the Town and the Developer engineers. Developer engineers agree to be available for a field review, if necessary, within 2 working days or other mutually agreed timeframe after being notified of a proposed change. Any changes completed by the signal contractor prior to mutual agreement will be done at their own risk
 - h. Developer shall secure a maintenance bond in a form acceptable to the Town for a period-of at least two (2) years from the date of the Town's acceptance of the traffic signal
 - i. Town will waive registration fee for the approved traffic signal contractor.
3. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.
 4. **Covenant Running with the Land.** This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives

of Developer and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that all phases of the Project shall be subject to this Section of this Agreement.

5. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.
6. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 Attn: Town Manager's Office

If to Developer: CROSS TIMBERS INDUSTRIAL, L.P.

7. **Attorneys' Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the Parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.
8. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.
9. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
10. **Filing in Denton County Deed Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the deed records of Denton, Texas. Upon any sale or other transfer of any ownership rights in Cross Timbers Business Park, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the

land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed (a "Fully Improved Lot").

11. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in Cross Timbers Business Park now or in the future with the exception of the purchaser of a Fully Improved Lot.
12. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
13. **Default.** No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).
14. **Roughly Proportionate Determination under Texas Law.** Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the specific exactions required by the Town and agreed to by Developer in this Agreement are roughly proportionate to the anticipated impact of the development of Cross Timbers Business Park in accordance with applicable Town ordinances. Developer hereby waives and releases the Town from any and all liability under §212.904 of the Texas Local Government Code, as amended, with respect to Developer's construction and payment obligations under this Agreement.
15. **Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and chapter 395 of the Texas Local Government Code in regard to its construction and payment obligations under this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of such agreements. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration

for the release and waiver of such claims.

16. **Release; Estoppel Certificates.** From time to time upon written request of Developer to the Town Manager, the Town Manager may execute, in recordable form, a release of any provision of this Agreement if the Town Manager and Town Attorney determine Developer has fully satisfied the provision to be released. From time to time upon written request of Developer to the Town Manager, the Town Manager may execute a written estoppel certificate identifying any obligations of Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Developer is in compliance with its duties and obligations under such agreements.
17. **Exhibits.** The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit 1	Metes and Bounds Description of Cross Timbers Business Park Property in the Town of Flower Mound
Exhibit 2	PD 188 Concept Plan

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: _____
 Name: Derek France
 Mayor, Town of Flower Mound

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Derek France, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

 Notary Public, State of Texas

DEVELOPER:

By: _____

Name: _____
Authorized Signatory

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by John B. Cooper, Authorized Signatory, on behalf of said CROSS TIMBERS INDUSTRIAL, L.P.

Notary Public, State of Texas



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: April 18, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP21-0038) for one (1) specimen tree on property proposed for development as Cross Timbers Business Park. The property is generally located north of Cross Timbers Road and west of US 377. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).**

BACKGROUND INFORMATION: The Cross Timbers Business Park development is generally located north of Cross Timbers Road and west of US 377. The site is currently zoned for Interim Holding (IH) and Agricultural (A) uses and master planned for Commercial/Industrial and Campus Industrial. The applicant is requesting to rezone the site to Planned Development District No. 188 (PD-188) with Campus Industrial (CI) and Industrial -2 (I-2) uses. According to the tree survey for the project, the site contains one (1) specimen tree. The applicant is requesting to remove the one (1) specimen tree (Tree #7778 – 29” pecan). The specimen tree proposed for removal is in good condition and located within the proposed buildable area.

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, 58” of replacement trees, equaling 20 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 will also require replacement at a tree-for-tree rate. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 1, 2022, meeting. The ECC recommended approval of the requested permit to remove the one (1) specimen tree. The ECC meeting can be viewed at: <https://flowermoundtx.swagit.com/play/02022022-943>

As of April 12, 2022, 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 of Intent
2. Specimen tree removal permit application
3. Photograph of specimen tree
4. Tree Survey

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



December 17, 2021

James Hofert
Environmental Review Analyst
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Dear Jimmy,

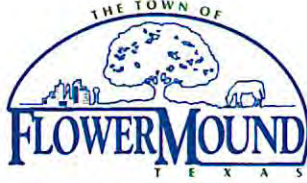
This letter of intent is being submitted on behalf of Crow Holdings Industrial for the Cross Timbers Business Park (CTBP) for the removal of one specimen tree. The tree is tagged as number 7778 and is a 29.6 inch pecan and is within the footprint of a proposed building

The specimen tree will be mitigated on site. In total, 1,623 canopy trees will be planted on the site. This represents significantly more trees than will be required for mitigation and the Town's landscaping requirements.

A tree survey map and inventory as well as a photo of tree 7778 was submitted with the complete application. Please let me know if there is any additional information you need.

Sincerely,

Kendra Stephenson
Principal,
Portmanteau Consulting



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:

CHRIS TRANZANO
 STUDIO GREEN SPOT, INC.

Address:

1784 W. MCDEMAREST DR., SUITE 110
 ALLEN, TEXAS 75013

Phone:

469-369-4488

Applicant's Legal Interest in the Property:

LANDSCAPE ARCHITECT

2. Property Owner(s)

Name(s): FINLEY EWING, III

Address: 6455 DALLAS PARKWAY
 PLANO, TEXAS 75024

3. Location and Legal Description of Property:

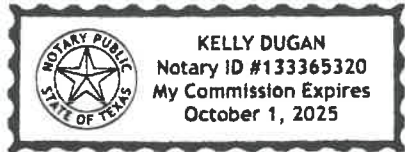
263 ACRES OF LAND LOCATED TO THE WEST OF CROSS TIMBERS
 ROAD (FM 1171) AND FM 377

SEE ATTACHMENT LEGAL DESCRIPTION

Page 2 of 3.

4. Owner's Authorization of Representation

I, CHE/Acquisitions, L.P., the owner of the above described real property, do hereby authorize Chris Tronzano 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
Title: VICE PRESIDENT
Given Under My Hand and Seal of Office
This the 6th Day of December, 2021
Kelly Dugan
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

Chris Tronzano, do hereby swear or affirm that all of the information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 2042
State of Licensure _____
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



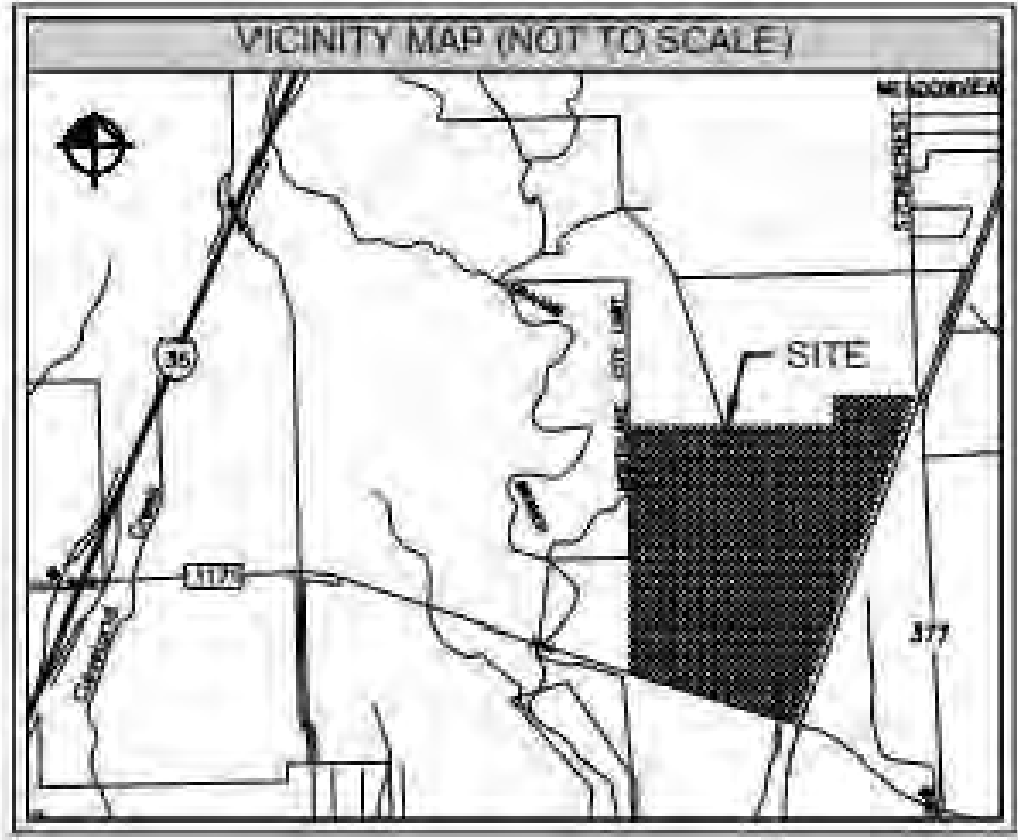
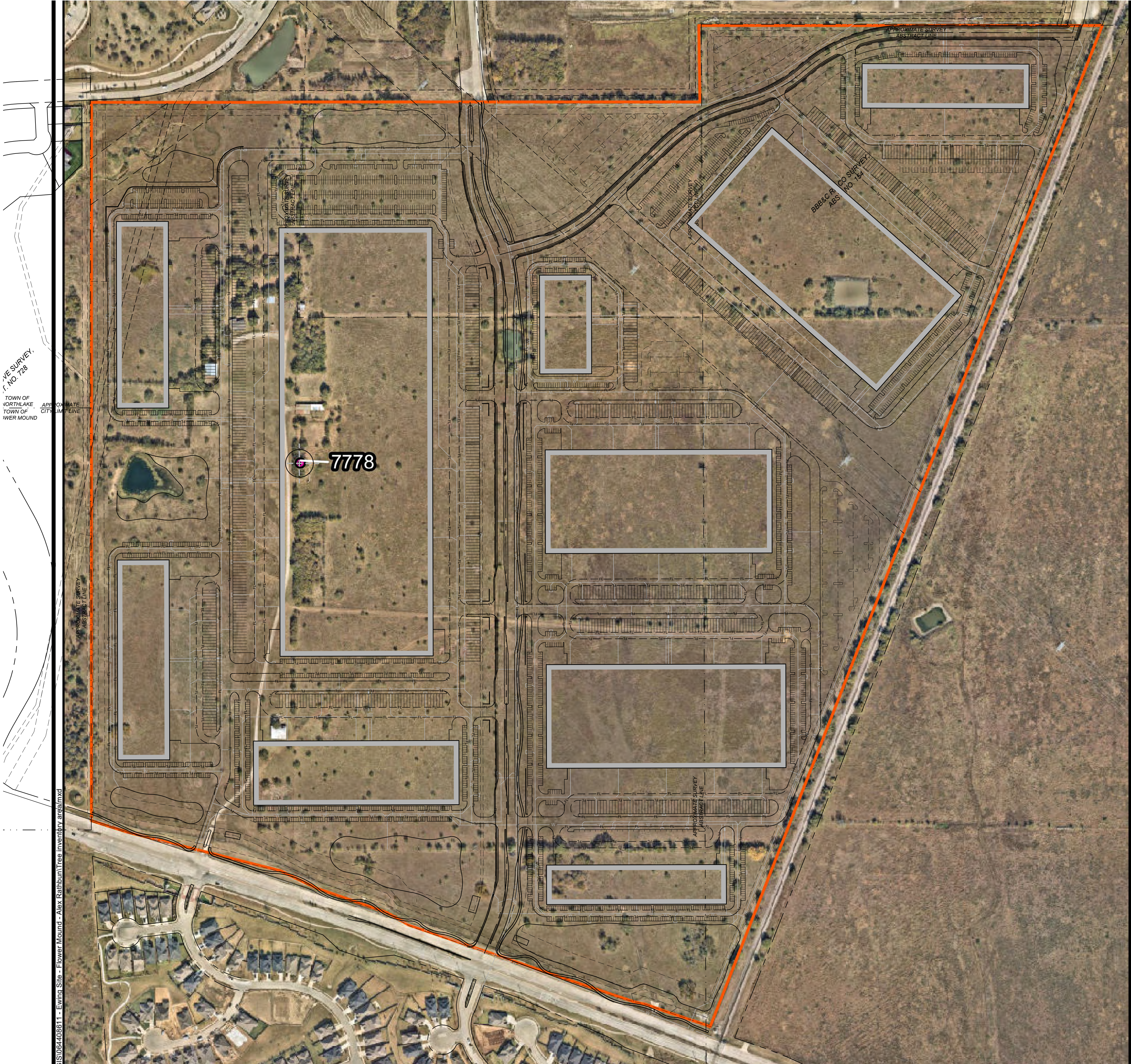
Given Under My Hand and Seal of Office
This the 6th Day of December, 2021
Laura Hughes
Notary Public
In and For Collin County, Texas

6. Received by Town of Flower Mound on (Date) 12/09/2021 by
(initials) JRH.

Cross Timbers Business Park -
Specimen tree proposed for removal

Tree #7778 – 29" pecan





Specimen Tree 7778 - Photo 1



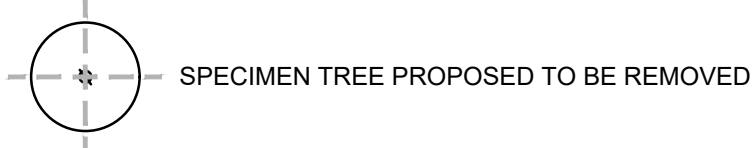
Specimen Tree 7778 - Photo 2



Specimen Tree 7778 - Photo 3

Photos were taken on 07.23.2021

EXISTING TREE LEGEND

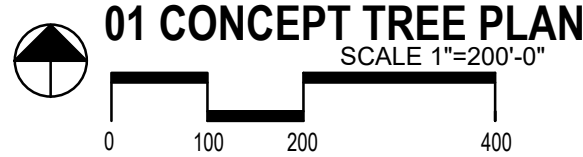


OWNER
LA ESTANCIA INVESTMENTS, LP
6455 DALLAS PARKWAY
PLANO, TEXAS 75024
PHONE: (972) 612-6120
CONTACT: FINLEY EWING, III
EMAIL: FIN@EWINGAUTOGROUP.COM

DEVELOPER
CROW HOLDINGS INDUSTRIAL
3819 MAPLE AVENUE
DALLAS, TEXAS 75219
PHONE: (214) 770-4141
CONTACT: BRAD COOPER
EMAIL: BCOOPER@CHINDUSTRIAL.COM

TAG #	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	COORDINATES	TREE CANOPY	Status
7778	29.6	Pecan	Carya illinoensis	Healthy	Single	33.064532, -97.214147 / 33°3'52", -97°12'51"	50' Diameter
							Specimen tree proposed to be removed

THERE ARE 10 ADDITIONAL PROTECTED TREES ON SITE.



LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1333 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOWGREENSPOT.COM



CROSS TIMBERS
BUSINESS PARK
PREPARED FOR
CROW HOLDINGS INDUSTRIAL
FLOWER MOUND, TEXAS

ISSUE:

1ST PD SUBMITTAL 12.15.2021
2ST PD SUBMITTAL 01.25.2022

DATE:

01.25.2022

SHEET NAME:

CONCEPT TREE PLAN

SHEET NUMBER:

L1.00



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: April 18, 2022

FROM: Melody Eby, Economic Development Specialist

ITEM: **Public Hearing to consider approval of a Chapter 380 Agreement with Restaurant Ventures Unlimited Tycoon for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

BACKGROUND INFORMATION: The subject request relates to the proposed Chapter 380 Agreement between the Town and Restaurant Ventures Unlimited Tycoon, LLC (RVU Tycoon, LLC), a locally owned restaurant consulting and ownership company.

Restaurant Ventures Unlimited (RVU) has been a Flower Mound based company since its inception in 2016. The consulting component of the company began operations in 2017, and they opened The Tavern at Lakeside in December of 2018. In addition to The Tavern, RVU also owns and operates Fish City Grill in Southlake.

RVU president, Dave Coussirat, is a long-time Flower Mound resident who wishes to continue to expand RVU's footprint in Flower Mound with a new, high-end restaurant concept, Tycoon. The restaurant will be located at 811 International Parkway, Suite 410, offering a unique upscale dining option within the Lakeside Crossing development. Tycoon would rival the likes of Perry's and Drake's in Dallas, and it would offer patrons a variety of dining options from private rooms to lounge seating.

The proposed Chapter 380 Agreement provides for a 5-year tangible personal property grant, 7-year sales tax rebate (years 1-3 at 60% and years 4-7 at 50%), a new business grant equal to 100% of impact fees (\$2,910), and a building permit fee waiver (\$1,325). To be eligible for the sales tax rebate, the restaurant must generate a minimum of \$3,500,000 in sales tax after one year and increasing by a minimum of 5% for each year thereafter until the completion of year 7. A 10-year cost-benefit analysis indicates a total cost to the Town of \$165,000 and providing a minimum net benefit of over \$660,000. The payback period to the Town is approximately four years.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Sales tax rebate (7-year period) estimated annually at \$18,000-\$23,000, dependent upon sales tax received by the Town, tangible personal property grant (5-year period) estimated annually at approximately \$4,000, dependent on annual property value, and New Business Grant equal to 100% of impact fees (\$2,910)

Proposed Expenditure:	Account Number:
Estimated Annual Expense: \$22,000-\$27,000	100-600-81000-5320
\$2,910	100-600-57000-5320

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 Incentive Agreement as to form and legality.

ATTACHMENTS:

1. Restaurant Ventures Unlimited Chapter 380 Agreement
2. Cost-Benefit Analysis and Summary

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

**CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
RESTAURANT VENTURES UNLIMITED (TYCOON)**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”) and Restaurant Ventures Unlimited Tycoon, 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, the Town has the authority under Article III, Section 52-a of the Texas Constitution and Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and enhancing business and commercial activity within the Town; and

WHEREAS, the Owner desires to lease the approximately 3,387 square feet of space in the building located at 811 International Parkway, Suite 410 for use as a high-end restaurant concept named “Tycoon”; and

WHEREAS, the Owner has requested certain economic development incentives from the Town for its restaurant; and

WHEREAS, the Town has concluded and hereby finds that this Agreement in its entirety clearly promotes economic development in the Town, thereby increasing property values, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Town and Owner.

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”, “Party”, and “Parties” shall have the meanings provided above.

“CO Date” shall mean the date a certificate of occupancy is issued by the Town for the occupancy of the Leased Premises by Owner.

“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 date of payment of the last of the Grants, 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.

“Facility” means the building located at 811 International Parkway, Flower Mound, Texas, 75022.

“Grants” shall collectively mean the TPP Grants, Sales Tax Rebates, and New Business Grant.

“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” shall mean the Restaurant and related amenities located on the Leased Premises.

“Leased Premises” shall mean approximately 3,387 square feet of space in the Facility, and identified as Suite 410 of the Facility.

“New Business Grant” means the grant from the Town in an amount equal to 100% of the Town’s roadway impact fees paid by Owner and received by the Town, which are attributable to the construction of the Improvements.

“Payment Request” means a written request from Owner to Town for payment of the TPP Grants, Sales Tax Grants, and New Business Grant, as the case may be, 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.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Owner.

“Restaurant” means a high-end restaurant named “Tycoon” located in the Leased Premises, which will have a minimum capacity of 120 seats (which includes a large bar area with soft seating), valet parking, private liquor and wine lockers, and an enhanced patio with a minimum capacity of 30 seats.

“Sales Tax” means the Town’s municipal sales and use tax, currently at the rate of one percent (1.0%) pursuant to Chapter 321 of the Texas Tax Code, as amended; provided, however, should the electors of the Town reallocate the Sales Tax or should the Texas Legislature amend the applicable tax code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales Tax shall mean the actual amount of sales and use tax received by the Town, and in the event of an increase, the Sales Tax shall mean one percent (1.0%).

“Sales Tax Rebates” means the rebates as described in Section 4.3. Each individual rebate payment will be referred to as a “Sales Tax Rebate.”

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Owner and located at the Leased Premises.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Term” shall have the meaning assigned to such term in Section 2.2.

“TPP Grants” shall mean five (5) consecutive annual economic development grants to be provided by Town to Owner, each in an amount to seventy-five percent (75%) of the TPP Tax. Each annual individual grant shall be referred to hereafter as a “TPP Grant.”

“TPP Tax” shall mean the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Leased Premises and collected by Town for the applicable Tax Year.

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 payment of the Grants, and waiver of fees by Town, the Owner agrees and covenants as follows:

3.1 Tenancy. Owner agrees that it will continuously operate the Restaurant within the Improvements beginning no later than June 1, 2023 and continuing thereafter throughout the Term of this Agreement.

3.2 Good Standing. Owner shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.3 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.

3.4 Sales Tax Reports. Owner will provide Town, on a quarterly basis, a copy of the financial report it submits to the State Comptroller relating to the remission of Sales Taxes collected in the Town as a result of the Owner's operation at the Leased Premises ("**Sales Tax Report**"). Additionally, Owner hereby grants consent for the State Comptroller's office to release the monthly reported figures along with any State audit adjustments to the Town. The Parties designate this Agreement as a revenue sharing agreement entitling the Town to request Sales Tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Owner further agrees to provide Town any other reasonable documentation in a form acceptable to Town that establishes and proves amounts necessary for Town to make the Sales Tax Rebates as provided in 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 New Business Grant. The Town agrees to pay Owner the New Business 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.

(i) Timely Payment Request. If Owner shall fail to timely submit a Payment Request for the New Business Grant, then the Town will give Owner written notice of Owner's failure to timely submit such request, and Owner shall have thirty (30) calendar days calculated from the date on which such written is given in which to submit a Payment Request. Failure to timely submit a Payment Request within thirty (30) days after notice shall operate as a forfeiture of the New Business Grant.

4.2 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for the initial construction of the Improvements made prior to the CO Date: 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.

4.3 Sales Tax Rebates.

(a) Restaurant Sales. Town agrees to pay Owner an amount equal to sixty percent (60%) of its one percent (1%) Sales Tax received and attributed solely to those sales and revenues from the Restaurant operating within the Leased Premises beginning at such time as the first taxable sale occurs at the Leased Premises, generating Sales Tax to the Town, and continuing thereafter for three (3) years (Years 1-3). Upon completion of the third year, Town agrees to pay Owner an amount equal to fifty percent (50%) of its one percent (1%) Sales Tax for the next four years (Years 4-7). Sales Tax Rebates will be subject to the following requirements:

(i) Timing of Payments. The Sales Tax Rebates will be paid on an annual basis. The Town covenants and agrees to make annual payments to Owner within forty-five (45) days following its receipt of the latter of: (a) the Sales Tax Reports each month of the applicable year; (b) the reports or other information establishing the amounts of received Sales Tax from the Comptroller's office for each month in the applicable year; (c) the Town's receipt of the Sales Tax from the Comptroller's office for each month of the applicable year; and (d) a Payment Request.

(ii) Minimum Annual Requirements. Town must receive no less than \$3,500,000 in Sales Tax after one year of the first taxable sale occurring at the Facility, and increasing by a minimum of five percent (5%) for each year thereafter until the completion of Year 7. Failure to achieve the Sales Tax requirements of

this section 4.3(ii) will not be a default of this Agreement, but will result in a forfeiture of a Sales Tax Rebate for the year in which the Sales Tax requirements were not met.

(iii) Timely Payment Request. If Owner shall fail to timely submit a Payment Request for a particular year, then the Town will give Owner written notice of Owner's failure to timely submit such request, and Owner shall have thirty (30) calendar days calculated from the date on which such written is given in which to submit a Payment Request. Failure to timely submit a Payment Request for a given year within thirty (30) days after notice shall operate as a forfeiture of the Sales Tax Rebate for that calendar year.

(b) Erroneously Paid Sales and Use Tax. In the event the Comptroller determines, for any reason, that any Sales Taxes were erroneously paid to Town from the sales provided for herein and Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales Taxes received by Town under this Agreement, and in the event the calculation of Sales Taxes paid for a Sales Tax Rebate shall reflect an overpayment by Town to Owner, Owner agrees to reimburse Town the amount of such overpayment within sixty (60) days of the Town's notification. Notification of any such required adjustment will be provided to Owner at the earliest practical date. This section will survive termination of this Agreement.

4.4 TPP Grants. For a term of five (5) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Owner. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of: (i) payment of the TPP Tax; and (ii) a Payment Request.

(i) Timely Payment Request. If Owner shall fail to timely submit a Payment Request for a particular year, then the Town will give Owner written notice of Owner's failure to timely submit such request, and Owner shall have thirty (30) calendar days calculated from the date on which such written is given in which to submit a Payment Request. Failure to timely submit a Payment Request for a given year within thirty (30) days after notice shall operate as a forfeiture of the TPP Grant for that calendar year.

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 an amount equal to the amount of the Grants 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.

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:

Restaurant Ventures Unlimited
Attn: Dave Coussirat

2600 Lakeside Parkway, #101
Flower Mound, TX 75022
RE: Ch 380 Agrmnt.- Flower
Mound/Restaurant Ventures Unlimited

With a copy to:

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. 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 Grants, or otherwise extracts or imposes any penalty or other restriction upon the payment of Grants, such payments 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.

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 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 _____, 2022.

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Derek France, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2022, Derek France, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

Notary Public, State of Texas

OWNER:

**RESTAURANT VENTURES UNLIMITED
TYCOON, LLC,**

a Texas limited liability company

By: _____

Name: Dave Coussirat

Title: President

STATE OF _____)

)

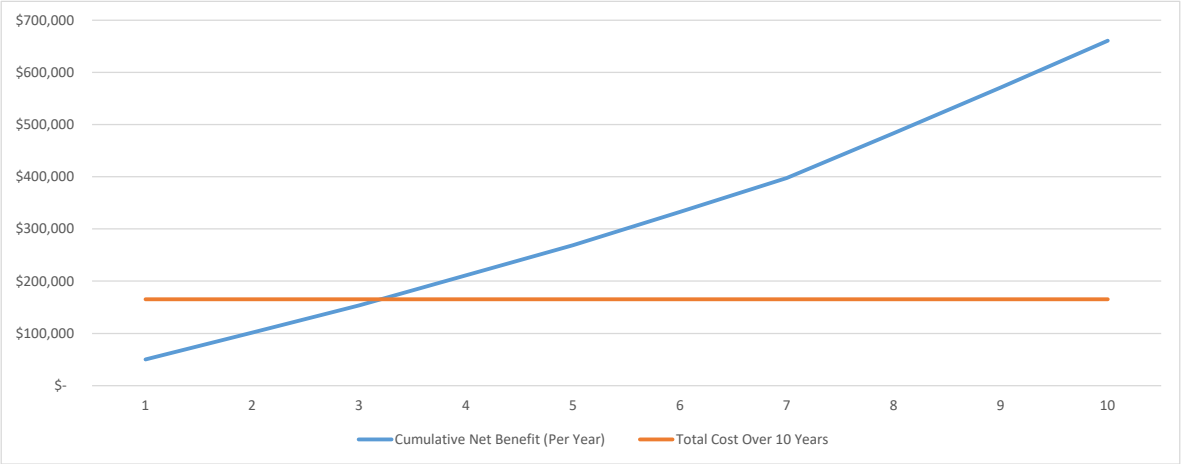
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____, the _____ of RESTAURANT VENTURES UNLIMITED
TYCOON, LLC, a Texas limited liability company.

Notary Public, State of Texas

Tycoon Cost-Benefit Analysis

Benefit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Business Personal Property Value	1,300,000	1,313,000	1,326,130	1,339,391	1,352,785	1,366,313	1,379,976	1,393,776	1,407,714	1,421,791	
Business Personal Property Tax Revenue	5,265	5,318	5,371	5,425	5,479	5,534	5,589	5,645	5,701	5,758	55,084
Annual Taxable Sales	3,500,000	3,570,000	3,641,400	3,714,228	3,788,513	3,864,283	3,941,568	4,020,400	4,100,808	4,182,824	
Annual Taxable Sales Revenue	70,000	71,400	72,828	74,285	75,770	77,286	78,831	80,408	82,016	83,656	766,480
Building Permit Fees	1,325										
Roadway Impact Fees	2,910										\$4,235
Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
100% Building Permit Fees	1,325	0	0	0	0	0	0	0	0	0	1,325
New Business Grant (100% of Roadway Impact Fees)	2,910	0	0	0	0	0	0	0	0	0	2,910
60% Years 1-3											
50% Years 4-7											
75% for 5 years											
Sales Tax Rebate	21,000	21,420	21,848	18,571	18,943	19,321	19,708	0	0	0	140,811
Tangible Personal Property Grant	3,949	3,988	4,028	4,068	4,109						20,143
Analysis	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Benefit	79,500	76,718	78,199	79,709	81,249	82,819	84,420	86,053	87,717	89,415	825,799
Cost	29,183	25,408	25,877	22,640	23,052	19,321	19,708	0	0	0	165,189
Net Benefit	50,317	51,309	52,322	57,070	58,197	63,498	64,712	86,053	87,717	89,415	660,610
Payback Calculation (Net Benefit - Total Cost)	-114,872	-63,563	-11,240	45,829	104,027	167,524	232,237	318,290	406,007	495,422	
Cumulative Cost (Per Year)	\$ 29,183	\$ 54,592	\$ 80,468	\$ 103,108	\$ 126,159	\$ 145,481	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	
Cumulative Net Benefit (Per Year)	\$ 50,317	\$ 101,626	\$ 153,948	\$ 211,018	\$ 269,215	\$ 332,713	\$ 397,425	\$ 483,478	\$ 571,196	\$ 660,610	
Total Cost Over 10 Years	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	\$ 165,189	



Town Council Future Agenda Items



SCHEDULED	4/21/2022	Work Session	Presentation and discussion on the Cross Timbers Conservation Development District.
		Work Session	Presentation and discussion regarding the Trails and Bikeways Draft Master Plan.
		Work Session	Presentation and discussion regarding the final report for Tennis Center Feasibility Study.
	5/2/2022	Consent	Consider approval of the Professional Services Agreement with RJN Group, Inc., for Flow Monitoring and Analysis associated with the Inflow and Infiltration project, in the amount of \$90,496.00; and authorization for the Mayor to execute same on the behalf of the Town.
		Consent	Consider approval of the purchase of one 2023 Ford F750 Regular Cab 31k GVWR Dump Truck per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford for Public Works in the amount of \$85,762.06.
		Consent	Consider approval of a Charter Service Agreement with Durham School Services, L.P., to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider Approval of a Farm Lease Agreement between the Town of Flower Mound and the Wayne Haynes Estate for the lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with XXXXXX to provide Housing Rehabilitation Specialist services, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Morriss Road Speed Limit Change
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2022.
		Consent	Consider approval of the minutes from a work session of the Town Council held on April 21, 2022.
		Presentation	Community Development Corporation and Parks Board Update
		Presentation	Placeholder: Mental Health Proclamation
		Presentation	Proclamation and presentation of Hometown Hero-Jordyn Carlson

SCHEDULED	5/2/2022	Presentation	Apraxia Awareness Proclamation
		Regular	Consider a request for a Development Plan (DP21-0008 – Oakbridge Crossing) to develop a residential subdivision. The property is generally located east of Long Prairie Road and north of Spinks Road. (PZ recommended approval/denial by a vote of 0 to 0 at its April 25, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance for rezoning (ZPD21-0013 – Orchard Flower) to amend Planned Development No. 120 (PD-120) with Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion and modify the development standards, with an amendment to the previously approved exception to Sec 82-303 for the compatibility setback, and with certain modifications and exceptions to the Code of Ordinances. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. (PZ tabled this item to a date uncertain by a vote of 6 to 0 at its December 13, 2021, meeting.) (PZ recommended approval/denial by a vote of 0 to 0 at its April 25, 2022, meeting.)
		Regular	Public hearing to consider approval of a Chapter 380 with Sunset Boulevard Partners, LLC (SBP), at 3301 Sunset Boulevard, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
	5/17/2022	Consent	Placeholder: Canvass May 7 election
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 2, 2022.
		Presentation	Proclamation of National Public Works Week, May 15-21
	6/6/2022	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 17, 2022.
		Presentation	Transportation Commission Update
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.) (On February 7, 2022 Town Council postponed this item to the March 21, 2022 meeting by a vote of 5 to 0 at the Applicant's request). (On March 21, 2022 Town Council postponed this item to the June 6, 2022 meeting by a vote of 5 to 0 at the Applicant's request).
	6/20/2022	Consent	High Road Water Line Phase II - Construction Award
		Consent	Rippy Road - Construction Award
		Presentation	Veterans Liaison Board Update

SCHEDULED	6/20/2022	Presentation	All Together Flower Mound Commission Update
	7/18/2022	Consent	Timber Creek Water & Sewer Replacements
	8/8/2022	Consent	Placeholder: Call Election for reauthorization of Crime, Fire, Streets tax.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 22, 2022, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 22, 2022, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and scheduling August 22, 2022, public hearing on the budget, scheduling September 19, 2022, public hearing on the tax rate, and scheduling the September 19, 2022, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider accepting the submission of the notice of a no-new-revenue tax rate of \$_____ per \$100 assessed valuation and a voter-approval tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Consent	Consider approval of an ordinance establishing the 2022 certified appraisal roll.
	8/18/2022	Consent	Hold a discussion and provide direction regarding the FY 2022-2023 Proposed Budget, including Community Support funding.
	8/22/2022	Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.

SCHEDULED	8/22/2022	Consent	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
	9/19/2022	Consent	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 adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Consent	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and making appropriations for each fund and department.
		Consent	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 adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Consider approval of an ordinance adopting the 2022 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.