

AGENDA

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

SEPTEMBER 19, 2016

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

6:00 P.M.

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

Please silence or turn off all electronic devices in the Council Chambers.

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Addiction Awareness Day Proclamation
2. Food Safety Awards
3. Presentation by Mobilite, LLC regarding construction of utility poles in the Town owned right-of-way

E. PUBLIC PARTICIPATION

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance [click here](#).

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on and library expansion.
4. Waste services transition plan update.

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H. FUTURE AGENDA ITEMS

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

1. Discuss whether or not to have a future agenda item as it relates to a request from Councilmember Gelbman to release documents created by Councilmember Bryan Webb and Mayor Pro Tem Bryant that are believed to coincide with the September 6th Town Council meeting.

I. COORDINATION OF CALENDARS

1. The next regular Town Council meeting is scheduled for October 3rd.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 8/30** - Consider approval of the minutes from a regular meeting of the Town Council held on August 30, 2016.
2. **Minutes 9/6** - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 6, 2016.
3. **Minutes 9/8** - Consider approval of the minutes from a regular meeting of the Town Council held on September 8, 2016.
4. **PARM revision** - Consider approval of revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Chapter 2 Recruitment and Employment effective immediately.
5. **Gerault Park fencing** - Consider approval of the award of Bid Number 2016-81 to Robinson Fence Company, Inc. in the amount of \$83,500; and authorization for the Mayor to execute same on behalf of the Town.
6. **State Library grant funds** - Consider acceptance of grant funds and execution of an agreement from the Texas State Library and Archives Commission (TSLAC) for the FY 2017 Special Projects Grant Program; and authorization for the Mayor to execute said agreement on behalf of the Town.
7. **Investment Policy resolution** - Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

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8. **Medical services agreement** - Consider approval of an agreement with the Town of Double Oak to provide emergency medical services to the citizens of Double Oak, and authorize the Mayor to execute same on behalf of the Town.
9. **Fire and medical services agreement** - Consider approval of an agreement with the Denton County Emergency Services District No. 1 to provide fire and medical transport services to certain areas of Northlake and Denton County including Canyon Falls and the Northwest Regional Airport, and authorize the Mayor to execute same on behalf of the Town.
10. **Emergency notification system** - Consider approval of the annual service fee for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorization for the Mayor to execute same on behalf of the Town.
11. **Radio Communication System** - Consider approval of an Interlocal Agreement entered into by and between the County of Denton, Texas and the Town of Flower Mound, Texas, a home-rule municipality, for the use of the use of the Denton County Radio Communication System.
12. **Personal rifles purchase** - Consider approval of a plan to allow the Town to purchase personal rifles for officers and receive reimbursement from officers through a payroll deduction plan.
13. **Parks improvement** - Consider approval of final acceptance of the Individual Parks Improvement (Shadow Ridge and Bluebonnet Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$21,411.00; and authorization for the Mayor to execute the same on behalf of the Town.
14. **Riverwalk PID update** - Consider and approve annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

K. REGULAR ITEMS

15. **Adopt budget** - Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and making appropriations for each fund and department; ratify property tax revenue increase reflected in the budget.
16. **Budget, Crime Control** - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

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17. **Budget, Fire Control** - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
18. **2016 tax rolls** - Consider approval of an ordinance adopting the 2016 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.4390 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016.
19. **Town Hall concept plan** - Consider and provide direction on the architectural design of the new Town Hall.
20. **Comprehensive Sign Package (CSP16-0004)** **Public Hearing**

Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0004 – Explorations Preparatory School) for the Explorations Preparatory School. The property is generally located south of Flower Mound Road and west of Strait Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 12, 2016, meeting.)*
21. **PALS Board ordinance** - Discuss and consider an ordinance of the Town Council of the Town of Flower Mound, Texas, Amending Chapter 2, Article III, "Boards, Committees, Commissions, "Division 2, "Parks, Arts, & Library Services (PALS) Board," Proving for the addition of three (3) alternate members to the board.

L. BOARDS/COMMISSIONS *(Bold text represents boards with vacancies)*

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

M. CLOSED MEETING

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

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

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- b. Annual Review of Town Manager and Town Secretary.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks (including open space acquisition), public rights of way, and/or other municipal purposes, and all matters incident and related thereto.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

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

N. 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.

O. 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 posted on the following date and time: September 16, 2016, at 11:55 a.m. at least 72 hours prior to the scheduled time of said meeting.



Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: September 19, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on August 30, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting on August 30, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on August 30, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 30, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 30TH DAY OF AUGUST, 2016, 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.

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

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
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A. **CALL MEETING TO ORDER**

Mayor Hayden called the regular meeting to order at 6:10 p.m.

B. **BOARDS/COMMISSIONS** *(Bold text represents boards with vacancies)*

Conduct interviews and 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, LISD Liaison, Outstanding Citizen Committee, Parks, Arts and Library Services Board, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and the Transportation Commission.**

The Town Council did not convene into closed meeting. The following board interviews took place during open session:

Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

The Mayor and members of Council visited with board and commission applicants, followed by interviewing each for a board or commission position in an open public forum.

Applicants provided information about their personal and professional backgrounds, and responded to various questions from Council.

No Council action was taken.

E. **ADJOURN MEETING**

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 30, 2016 BOOK 44 PAGE 2

Mayor Hayden adjourned the regular meeting at 8:28 p.m. on Tuesday, August 30, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: September 19, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 6, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on September 6, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 6, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 6TH DAY OF SEPTEMBER 2016, 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.

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

Tom Hayden	Mayor (arrived at 6:25 p.m.)
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Alora Wachholz	Economic Development Specialist
Tammy Wilson	Executive Director of Financial Services
Matt Hotelling	Traffic Engineer

with the following members of the Town staff absent:

Jimmy Stathatos	Town Manager
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A. CALL REGULAR MEETING TO ORDER

Mayor Pro Tem Bryant 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 Mike Liles gave the invocation and Mayor Pro Tem Bryant led the pledges.

D. PRESENTATIONS

1. Certificate of Recognition to Town employee Richard Hardy.

Town employee Richard Hardy accepted the Certificate of Recognition, primarily for his work in assisting Mayor Hayden with Mornings with the Mayor for the last four years.

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2. Certificate of Recognition to Olivia Colliton, 2016 National American Miss Texas (Princess age group)

Olivia Colliton accepted the certificate of recognition for her accomplishment with the National American Miss Texas pageant.

3. Certificate of Recognition to Austin Andrews and Miguel Arenas for Louisiana Flood Relief efforts

Austin Andrews and Miguel Arenas accepted the certificate of recognition for their work in the Louisiana flood relief efforts.

4. Special Olympics event presentation by athlete Colby Bannister, and Highland Village Police Chief Reim, and Flower Mound Police Chief Kancel.

Colby Bannister offered his comments regarding the work of special Olympics and his accomplishments. Polices Chiefs Reim and Kancel announced the upcoming fund raising event taking place on September 10th.

E. PUBLIC PARTICIPATION

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 speaker form)
1.	Patsy Mizeur, 1821 Castle Ct	P & Z wrong doing
2.	Paul Stone, 709 Lake Bluff	Agenda Item 3
3.	Carol Kohankie, 4312 Lauren Way	New award – Navy Times
4.	Tom Williams, 2810 Blue Wood Trail	Funding for the F. M. Community Orchestra
5.	Christopher Cleveland, 2607 Spinks	Moviehouse item (against)

ANNOUNCEMENTS**F.**

There were no Council announcements.

G. TOWN MANAGER'S REPORT**Update and discussion on:**

1. Update and status report related to capital improvement projects.

Ms. Wallace provided the following CIP updates:

- FM 1171 construction update

2. Update and discussion on Economic Development projects.

Ms. Wallace provided the following ED updates:

- New business openings
- Farmer's Market transition update

3. Oxley Williams Tharp preliminary concept plan options for Town Hall.

Andrew Oxley and Jim Tharp, with Oxley Williams Tharp presented three conceptual options for a new Town Hall, and their presentation included the following points

- Existing site
- Conceptual site plan
- Option 1 (traditional style), including future expansion space options
- Option 2 (prairie style)
- Option 3 (postmodern scheme)
- Next steps would be to develop a floor plan

Mr. Oxley or Mr. Tharp responded to questions from Council related to

- Future expansion space opportunities
- If the opportunity to match the materials currently proposed for the building would be available in the future
- Seating capacity and square footage of the new council chambers
- Whether the council chambers could be constructed to allow for a performing arts use
- Clarification of next steps

There was Council feedback as follows:

Liked or interested in:

- continuity in design with other buildings such as the recently constructed senior center
- mix and match design for the postmodern and prairie style schemes
- designing the space to make sure there is a long term bang for the buck so it's not obsolete the minute the doors are open
- larger water feature
- access in the rear of the building for parking
- council chambers to offer multiple use space that can be used for other types of gatherings
- having the dais in a half moon to allow for better communication between the members of council

Did not like or not interested in:

- option 1 (too traditional and boring)
- the council chambers layout being placed in the middle of the building
- option 3 design looks more like a campus instead of a Town building

While there were mixed opinions on the design and style, the general consensus is to take the design and layout of option 3, but with the architecture and appointments of option 2.

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H. FUTURE AGENDA ITEMS

1. Mr. Dalton responded to a question about the status of the Tree Ordinance.

I. COORDINATION OF CALENDARS

1. Mayor Hayden announced that the next Town Council meeting is scheduled for Thursday, September 8th (Meet and Greet with board or commission applicants) and a work session is scheduled for September 15th.

J. CONSENT ITEMS

1. Consider approval of the minutes from a work session of the Town Council held on August 11, 2016.

RECOMMENDATION: Move to approve the minutes from a work session of the Town Council held on August 11, 2016.

2. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 15, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 15, 2016.

Item 3 was requested to be moved from consent to regular items by Councilmember Gelbman.

4. Consider approval of an agreement with Hilltop Securities (formally Southwest Securities, Inc.) for financial advisory services, and authorize the Mayor to execute said agreement.

RECOMMENDATION: Move to approve an agreement with Hilltop Securities (formally Southwest Securities, Inc.) for financial advisory services, and authorize the Mayor to execute said agreement.

5. Consider approval of an ordinance of the Town Council of the Town of Flower Mound, Texas, amending Chapter 30, "Emergency Medical Service" and Appendix A, "Fee Schedule," of the Code of Ordinances to update the fees associated with Emergency Medical Service providing this ordinance shall be cumulative of all ordinances; providing for a severability clause; providing for publication, and providing an effective date.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 5

RECOMMENDATION: Move to approve an ordinance of the Town Council of the Town of Flower Mound, Texas, amending Chapter 30, "Emergency Medical Service" and Appendix A, "Fee Schedule," of the Code of Ordinances to update the fees associated with Emergency Medical Service providing this ordinance shall be cumulative of all ordinances; providing for a severability clause; providing for publication, and providing an effective date.

ORDINANCE NO. 49-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 30, "EMERGENCY MEDICAL SERVICE" AND APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO UPDATE THE FEES ASSOCIATED WITH EMERGENCY MEDICAL SERVICE PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION, AND PROVIDING AN EFFECTIVE DATE.

6. Consider approval of proposal from Siddons-Martin Emergency Group, LLC to upgrade Fire Department Special Ops 504 Fleet #6300-17 unit for a total amount of \$88,883.00, and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the proposal from Siddons-Martin Emergency Group, LLC to upgrade Fire Department Special Ops 504 Fleet #6300-17 unit for a total amount of \$88,883.00, and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of an Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorization the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorization the Mayor to execute same on behalf of the Town.

Item 8 was requested to be moved from consent to regular items by Mayor Pro Tem Bryant.

9. Consider approval of Change Order No. 3, for the Sagebrush Drive Improvements project, amending the contract with CD Builders, Inc., for an increase to the contract in the amount of \$81,309.31; and authorization for the Mayor to execute same on behalf of the Town.

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RECOMMENDATION: Move to approve Change Order No. 3, for the Sagebrush Drive Improvements project, amending the contract with CD Builders, Inc., for an increase to the contract in the amount of \$81,309.31; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember McDaniel moved to approve by consent Items 1, 2, 4-7, and 9. Deputy Mayor Pro Tem Bryan Webb seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB

NAYS: NONE

K. REGULAR ITEMS

3. Consider approval of Amendment to Chapter 380 Incentive Agreement with M&E Texas Moviehouse, L.P. d/b/a Moviehouse & Eatery; and authorize Mayor to execute same on behalf of the Town.

Ms. Wachholz gave a presentation identifying or noting:

- Purpose of the agreement

Mr. Parr, Ms. Wachholz, or Mr. Dalton responded to questions from Council regarding:

- Future impact in the event that the lane might be needed in the future
- If the lane is needed in the future, who pays for it

Councilmember Gelbman moved to approve an Amendment to the Chapter 380 Incentive Agreement with M&E Texas Moviehouse, L.P. d/b/a Moviehouse & Eatery; and authorize Mayor to execute same on behalf of the Town. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN

NAYS: NONE

8. Consider approval of the award of Bid No. 2016-72 to Red River Construction Co., for the construction of the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$3,837,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Mayor Pro Tem Bryant pointed out his reasoning for requesting the item to be pulled from consent has to do with having two commas in the amount, and is following the practice of a previous member of Council.

Staff Presentation

Mr. Parr gave a presentation identifying or noting:

- How the project is a continuation to a project to upgrade the waste water treatment plant that is 20 years old
- The purpose of the project and what it accomplishes

Mayor Pro Tem Bryant moved to approve the award of Bid No. 2016-72 to Red River Construction Co., for the construction of the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$3,837,000.00; and authorization for the Mayor to execute same on behalf of the Town. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB

NAYS: NONE

Administrative Note: Item 10 was heard by Town Council after items 11, 12, and 13.

10. Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.

Staff Presentation

Ms. Wilson gave a presentation identifying or noting:

- 2016 debt service and tax rate, including effective and rollback tax rate
- Required budget and tax rate adoption language
- How Flower Mound compares – 2015 tax rate

Ms. Wallace or Ms. Wilson responded to questions from Council regarding:

- Explanation between the effective and rollback rate
- Impact on the maintenance and operation portion of the budget if the effective rate was adopted
- Forecasted revenue based on future growth
- How much did the Town save by refinancing the debt

There was Council discussion regarding:

- Cost associated with new residential developments such as with roads and other infrastructure, fire stations
- How compensation is a priority for the Town and the ability to continue to do that to maintain quality employees
- Sources of revenue overall
- What being fiscally conservative means

Mayor Hayden opened the Public Hearing at 11:51 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.*

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 8

Support: Comments/Questions	Opposition: Comments/Questions
Warner Watkins, 2800 London*	Jim Engel, 5110 Bayberry
Paul Stone, 709 Lake Bluff Dr	Patrick Martin, 4700 Oak Springs
Kendra Stephenson, 2321 Roadrunner Dr	Katie Lowe, 3113 Springwood
Eddie White, 3104 Beaver Creek	Sandy Fambrough, 4105 Spring Meadow
	David Gale, 5317 Wildwood Dr (donated time to Jim Engel)

*submitted a speaker form; however, indicated they don't wish to speak.

Mayor Hayden closed the Public Hearing at 12:16 a.m. Wednesday, September 7, 2016.

The Town Council does not have to take action on this item; Mayor Hayden made the following required announcement:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 19, 2016, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028."

Mayor Hayden opened items 11, 12, and 13 at the same time at 7:03 p.m.

11. Public Hearing to consider a request for a Master Plan Amendment (MPA16-0004 – Bradford Park) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, to change the land use designation from Low Density Residential and Village Retail to Medium Density Residential, High Density Residential, and Village Retail within Specific Plan Area 5 (SPA 5), and to amend certain development controls outlined within SPA 5 that apply to the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Planning & Zoning Commission recommended denial by a vote of 4 to 2 at its August 22, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Correspondence update
- Land use and zoning
- Photos of site and vicinity, including existing neighborhood to the west and existing homes
- Specific Plan Area # 5 map
- Concept plan
- Exceptions
- 26 specimen trees requested for removal
- Chart defining the SF – 5 versus SF – 10 lot sizes (changes that are more restrictive)
- Master Plan exhibit and plans for clean-up east and west of Waketon
- The land use issue and the transition

Mr. Powell responded to questions from Council related to or as follows:

- Clarification regarding side yard set backs
- What is the minimum rear yard on a low density

Applicant Presentation

Administrative Note: The applicant presentation was given after the public hearing.

Kendra Stephenson, representing Cal Atlantic; Curtis Young, Sage Group, Southlake, Matt Johnson, with Cal Atlantic gave a presentation outlining or noting:

- Site location
- Property ownership history
- Master plan designation history
- Overview of what is happening in the immediate area
- Overview of the planning process associated with the property, including previous plans
- Required drainage
- Reasoning for asking for density changes
- Proximity to neighbors
- Boundary width
- Entry points
- Examples of homes anticipated and price points
- SMARTGrowth requirements that have been met
- Neighborhood engagement that took place and the result of those discussions
- Initial plan and specific concerns that were addressed

Ms. Stephenson, Mr. Young, or Mr. Johnson responded to questions from Council related to:

- How many trees would have been saved in the previous Weekly plan
- What is the average square foot of the homes
- Interest in seeing an example of the 2,100 sf home
- What percentage of specimen trees would have been saved for medium/low density
- Home value analysis
- What is the buffer to be used between this development and the neighbors, including the open space
- Design standards considerations such as fencing that allows for the view of the open space instead of a board on board fence
- Clarification as to what the amenities of the development will be

Mr. Powell, Mr. Hotelling, or Mr. Dalton responded to questions from Council related to:

- What is the gross density calculation of Pecan Acres
- Clarification regarding drainage requirements
- Clarification relative to standards for buffer walls
- Timeframe for Waketon improvements associated with this development and transportation service levels overall

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 10

- What is the impact of Waketon Ranch coming on line (since it was not in the TIA)
- Does this development increase or resolve any drainage problems in the area of Pecan Meadows
- Tree mitigation protection
- Size of lots backing up to existing residents

There was Council discussion related to:

- Concerns that the developer hasn't done everything they can to engage with the neighbors
- How the families (property owners) represent Flower Mound's history and appreciation for them being great stewards of the property
- Disappointment with some of the comments heard at the P & Z meeting
- Unsupported facts for some of the information presented during the public hearing
- How the project protects trees and open space
- How the project offers a transition between land uses
- The density element needs to be removed for measuring lot size as there are other factors to consider (such as trees and open space)
- Population trends and school impact
- Principles of SMARTGrowth are being met
- The issue of kicking the can down the road has got to stop
- The issue in the Town's Master Plan needs to be fixed
- Looking at things from the perspective of lot size is short sided
- Lot size comparisons with other neighborhoods such as Wellington
- Preserving trees and open space is important
- Appreciation for the many people who spoke or sent emails about the project
- Appreciation for developers who take Flower Mound into account when coming forward with projects, such as coming forward with a quality development, preserving space, and saving trees
- When you look at per acre it falls below medium density
- How the development is a logical transition and if the developer was held to medium density there would not be as many trees or open space

Mayor Hayden opened the Public Hearing for items 11, 12, and 13 at 7:15 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	Item No.(s)	Opposition: Comments/Questions	Item No.(s)
1.	Karen Bradford, 504 Marlow Dr	11-12	Lori Kline Pearson, 5304 Singing Brook (called but didn't come forward)	11-13
2.	Margaret (Peggy) Parks, 3433 Waketon Rd	11-12	Kelly James, 5113 Bayberry St	11-12
3.	Don Parks 3433 Waketon Rd	11-12	Watson Kohankie, 3124 Miracle Ln (called but didn't come forward)	11-13
4.	Jody Smith, 3705 Sarah Springs	11-13	Judy Nesmith, 3306 Juniper St. (called	11-13

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 11

			but didn't come forward)	
5.	Clair Bradford, 5301 Rippy Rd	11-12	Wil Nesmith, 3306 Juniper St. (called but didn't come forward)	11-13
6.	Brit Stock, 3701 Acton	11-13	Marsha Gavitt, 6501 Meadowcrest Ln	11-12
7.	Patsy Mizeur, 1821 Castle Ct.	11-13	Eric Welke, 5500 Wildwood Dr	11-13
8.	Lance Loveland, 1320 Oakwood Ct	11-13	Janvier Scott, 2829 Bob White	11-13
9.	Derek Parks, 6684 Orchard Dr.	11-13	Katie Lowe, 3113 Springwood	11-13
10.	Ron Bauman, 1805 Kipling Dr.	11-12	Tammy Otteam (no address provided) (donated time to Patrick McUmbert)	11-12
11.	Todd Weaver, 3505 Yucca Dr	11-13	Cindy Spilberg, 5204 Bayberry	
12.	Carol Kohankie, 4312 Lauren Way	11-13	Gale David, 5317 Wildwood Dr	11-12
13.	Eddie White, 3104 Beaver Creek	11-13	Pat Spradling, 5321 Wildwood Dr.	11-12
14.	Kay Bauman, 1805 Kipling Dr	11	Susan Johnson, 5300 Singing Brook Rd	11-13
15.	Gary Perkins, 1414 Stapleton Ln	11	Mark Malone, 5025 Bayberry St	11-12
16.	Pamela Parks, 6684 Orchard Dr.	11-13	Lisa Malone, 5025 Bayberry St	11-12
17.	Janet Jones, 2113 Columbia Dr	11-13	Greg O'Hearn, 5304 Bayberry St	11-12
18.	Denise White, 3104 Beaver Creek	11-13	Gregory Stevens, 5312 Red Bud Cove	11-13
19.	Warner Watkins, 2800 London Ln	11-12	Russell Smith 5300 Bayberry St.	11-12
20.	Jay Marks, 2105 Larkspur St*	11-12	Siobhan Obrien, 5312 Red Bud Cove	11-13
21.	Stacy Marks, 2105 Larkspur St*	11-12	Patrick McUmbert, 3204 Pecan Meadows	
22.	Jeff Ramsey 5100 Clear Creek Dr	11-13	Michelle Ward, 3200 Pecan Meadows Dr.	11-12
23.	Russ Webb, 4112 Marbella	11	Ann Irish, 3405 Pecan Meadows Dr*	11-12
24.	Jessi Cain, 5401 Waketon	11-13	Paula W. Miller, 5300 Chinn Chapel*	11-13
25.	Rick Cain, 5401 Waketon	11-13	Tom Konicke, 5117 Bayberry St	11-12
26.	Brenda Windham, 3896 Quail Run	11-13	Patty Konicke, 5117 Bayberry St	11-12
27.	Paul Stone, 709 Lake Bluff	12	John Irish, 3405 Pecan Meadows (didn't come forward when called)	11-13
28.			John Fambrough, 4005 Spring Meadow*	11-13
29.			Katherine Grote, 165 Double Oaks, Double Oak*	11-12
30.			John Sandy, 2500 Lakeside Pkwy, Apt 314*	11-13
31.			Kelsey Konicke, 2500 Lakeside Pkwy #314*	11-13
32.			Sandy Fambrough, 4105 Spring Meadow (donated time to Cindy Spilberg)	11-13
33.			Shyron Shenko 5001 Rippy Road (donated time to Cindy Spielberg)	11-13
34.			Judy Cortinas, 3301 Pecan Meadows Dr. (donated time to Cindy Spilberg)	11
35.			Rudy Cortinas, 3301 Pecan Meadows Dr (donated time to Cindy Spilberg)	11
36.			Naomi Lyons, 5121 Bayberry St (donated time to Cindy Spilberg)	11-12
37.			Nena Wynne, 4841 Rippy Road*	11-13
38.			Eddie Wynne, 4841 Rippy Road*	11-13
39.			Irene Hanson, 5431 Wildwood	11-12
40.			John Shenko, 5001 Rippy Rd	11-13
41.			Jim Engel 5110 Bayberry St	11-12
42.			Brenda Berndt, 5530 Wildwood	11-13

*submitted a speaker form; however, indicated they don't wish to speak

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 12

Mayor Hayden closed the Public Hearing at 9:31 p.m.

Town Council recessed at 9:33 p.m. and reconvened at 9:38 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve a request for a Master Plan Amendment (MPA16-0004 – Bradford Park) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, to change the land use designation from Low Density Residential and Village Retail to Medium Density Residential, High Density Residential, and Village Retail within Specific Plan Area 5 (SPA 5), and to amend certain development controls outlined within SPA 5 that apply to the subject property, and adopt an ordinance providing for said amendment. Councilmember McDaniel seconded the motion.

ORDINANCE NO. 50-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, AND SECTION 3.0, SPECIFIC PLANS, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO CHANGE THE CURRENT LAND USE REFLECTED ON A PORTION OF SPECIFIC PLAN AREA NUMBER 5 (SPA 5) FROM LOW DENSITY RESIDENTIAL USES AND VILLAGE RETAIL USES TO MEDIUM DENSITY RESIDENTIAL USES, HIGH DENSITY RESIDENTIAL USES ON APPROXIMATELY 49.56 ACRES OF LAND, AND FROM LOW DENSITY RESIDENTIAL USES TO VILLAGE RETAIL USES ON APPROXIMATELY 1.39 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324, DENTON COUNTY, TEXAS; PROVIDING 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: B. WEBB, BRYANT, MCDANIEL, J. WEBB

NAYS: GELBMAN

12. Public Hearing to consider a request for rezoning (ZPD16-0006 – Bradford Park) from Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses to Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$660,441.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$216,528.00. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Planning & Zoning Commission recommended denial by a vote of 4 to 2 at its August 22, 2016, meeting.)*

Deputy Mayor Pro Tem Bryan Webb moved to approve a request for rezoning (ZPD16-0006 – Bradford Park) from Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses to Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 13

for said amendment, and acceptance of cash in lieu of land in the amount of \$660,441.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$216,528.00. Councilmember McDaniel seconded the motion.

ORDINANCE NO. 51-16

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 49.56 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324, DENTON COUNTY, TEXAS, FROM AGRICULTURAL DISTRICT (A) AND PLANNED DEVELOPMENT DISTRICT NO. 89 (PD-89) WITH RETAIL DISTRICT-2 (R-2) USES TO PLANNED DEVELOPMENT DISTRICT NO. 148 (PD-148) WITH SINGLE-FAMILY DISTRICT-10 (SF-10) AND SINGLE-FAMILY DISTRICT-5 (SF-5) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB****NAYS: GELBMAN**

13. Public Hearing to consider an application for a tree removal permit for twenty-six (26) specimen trees on property proposed for development as Bradford Park. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 2, 2016, meeting).*

Deputy Mayor Pro Tem Bryan Webb moved to approve the removal of twenty-six (26) specimen trees on property proposed for development as Bradford Park. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE****L. BOARDS/COMMISSIONS (Executive Conference Room)**

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

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 6, 2016 BOOK 44 PAGE 14

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 12:17 a.m. on September 7, 2016, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 12:47 a.m. on September 7, 2016, to take action on the items as follows:

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

No action taken.

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

No action taken.

- c. 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.

No action taken.

- d. Consultation with Attorney as follows:
 1. Smith Tract Master Plan Amendment

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 12:47 a.m. on Wednesday, September 7, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: September 19, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on September 8, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting on September 8, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on September 8, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 8, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 8TH DAY OF SEPTEMBER, 2016, 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.

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

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4 (arrived at 8:11p.m.)
Itamar Gelbman	Councilmember Place 5

With the following members of the Town Staff participating:
Theresa Scott Town Secretary

A. CALL MEETING TO ORDER

Mayor Pro Tem Bryant called the regular meeting to order at 6:05 p.m.

The Mayor and members of Council visited with board and commission applicants, followed by interviewing each for a board or commission position in an open public forum.

Applicants provided information about their personal and professional backgrounds, and responded to various questions from Council.

B. BOARDS/COMMISSIONS *(Bold text represents boards with vacancies)*

Conduct interviews and 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, LISD Liaison, Outstanding Citizen Committee, Parks, Arts and Library Services Board, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.**

Administrative Note: The place number of the position dictates the term expiration date, with odd number positions/places expiring in odd years and even number positions/places expiring in even number years.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 8, 2016 BOOK 44 PAGE 2

Deputy Mayor Pro Tem Bryan Webb moved to reappoint or appoint the following members to the **ANIMAL SERVICES BOARD**, and Mayor Pro Tem Bryant seconded the motion:

Name	A = Alternate P = Place	R = Reappointed N = Newly Appointed	Term Period
Christine Hastings	P2	R	10/1/16 - 9/30/18
Cynthia Patterson	P4	R	10/1/16 - 9/30/18
Susan Bodenmiller	P6	N	10/1/16 - 9/30/18
Jason Webb	P5	N	10/1/16 - 9/30/17
Connie Smith	P7	N	10/1/16 - 9/30/17

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN****NAYS: NONE**

Mayor Pro Tem Bryant moved to reappoint or appoint the following members to the **CULTURAL ARTS COMMISSION**, and Councilmember Jason Webb seconded the motion:

Name	A = Alternate P = Place	R = Reappointed N = Newly Appointed	Term Period
Elizabeth Brannon	P2	N	10/1/16 - 9/30/18
Tammie Turner	P4	R	10/1/16 - 9/30/18
Matt Brown	P6	N	10/1/16 - 9/30/18

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE**

C./D. The Town Council convened into a closed meeting at 9:13 p.m. on September 8, 2016, pursuant to Texas Government Code Chapter 551.074 to discuss matters relating to personnel as follows (Planning and Zoning and Board of Adjustment), and reconvened into an open meeting at 9:15 p.m. to take action on the items as follows:

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 8, 2016 BOOK 44 PAGE 3

Councilmember McDaniel moved to reappoint or appoint the following members to the **ENVIRONMENTAL CONSERVATION COMMISSION**, and Councilmember Jason Webb seconded the motion:

Name	A = Alternate P = Place	R = Reappointed N = Newly Appointed	Term Period
Michael Lamminen	P2	N	10/1/16 - 9/30/18
Marilyn Lawson	P4	R	10/1/16 - 9/30/18
Thomas Bailey	P6 (from P8A)	R	10/1/16 - 9/30/18
Elaine Takacs	P8A (from P6)	R	10/1/16 - 9/30/18
James Seastrom	P10A	N	10/1/16 - 9/30/18

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN****NAYS: NONE**

Councilmember Gelbman moved to appoint the following member as the **LISD LIAISON**, and Mayor Pro Tem Bryant seconded the motion:

Name	R = Reappointed N = Newly Appointed	Term Period
Joanna Crowell Dreiling	N	10/1/2016 - 9/30/2018

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE**

Councilmember Jason Webb moved to reappoint or appoint the following members to the **PARKS, ARTS, & LIBRARY SERVICES BOARD**, and Mayor Pro Tem Bryant seconded the motion:

Name	A = Alternate P = Place	R = Reappointed N = Newly Appointed	Term Period
Michael Kelly	P2	N	10/1/16 - 9/30/18
Richard Kenyon	P4	N	10/1/16 - 9/30/18
Ann Handren	P6	R	10/1/16 - 9/30/18

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN****NAYS: NONE**

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 8, 2016 BOOK 44 PAGE 4

Councilmember Gelbman moved to reappoint or appoint the following members to the Transportation Commission, and Mayor Pro Tem Bryant seconded the motion:

Name	A = Alternate P = Place	R = Reappointed N = Newly Appointed	Term Period
Brian Smiley	P4	R/N (previously P & Z)	10/1/16 - 9/30/18
Kuo An Wei	P8A	N	10/1/16 - 9/30/18

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE**

Councilmember Jason Webb moved to reappoint or appoint the following members to the Board of Adjustment/Oil & Gas Board of Appeals, and Councilmember McDaniel seconded the motion:

Name	A = Alternate P = Place	R = Reappointed N = Newly Appointed	Term Period
Stephen Harris	P2	R	10/1/16 - 9/30/18
Sky Jay Schoggins	P4 (from P8A)	R	10/1/16 - 9/30/18
Thomas Moore	P6	N	10/1/16 - 9/30/18
Joe Musgrave	P8A	N	10/1/16 - 9/30/18

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE**

Deputy Mayor Pro Tem Bryan Webb moved to reappoint or appoint the following members to the Planning & Zoning Commission, and Councilmember McDaniel seconded the motion:

Name	A = Alternate P = Place	R = Reappointed N = Newly Appointed	Term Period
Laile Neal	P2 (from BOA)	R/N	9/9/16 - 9/30/18
Claudio Forest	P4	R	9/9/16 - 9/30/18
Laura Dillon	P6	N	9/9/16 - 9/30/18
Christopher Kendrick	P8A	N	9/9/16 - 9/30/18
Brad Ruthrauff	P1 (from P9A)	R	9/9/16 - 9/30/17
Al Linley	P5 (from P8A)	R	9/9/16 - 9/30/17
David Johnson	P9A	N	9/9/16 - 9/30/17

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 8, 2016 BOOK 44 PAGE 5

Council Discussion:

There was Council discussion as to whether the removals were based on how any of those members voted on a recent development.

VOTE ON MOTION:

Motion passed

AYES: B. WEBB, BRYANT, MCDANIEL, J. WEBB

NAYS: GELBMAN

E. ADJOURN MEETING

Mayor Hayden adjourned the regular meeting at 9:21 p.m. on Thursday, September 8, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 19, 2016

FROM: Lynda B. Bolitho, Director of Human Resources

ITEM: Consider approval of revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 2, Recruitment and Employment effective immediately.

BACKGROUND INFORMATION: The Town's Personnel and Administrative Regulations Manual (PARM) governs the standards by which each employee is held accountable during their employment with the Town. According to the Town Charter, the Town Manager shall "prepare personnel rules subject to the approval of the Council." [Town Charter, Article IV, § 4.02.03(7)]

The proposed revisions will modify the policy allowing for employees who are related to be able to work in the same department as long as they are not regularly supervised by their relative. The current policy does not allow for employees to work in the same department regardless of supervisory associations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council may choose not to change the current policy. Town employees will continue to be subject to the existing policy.

FISCAL IMPACT: N/A

LEGAL REVIEW: Cara White with Taylor, Olson, Adkins, Sralla, & Elam, L.L.P., has reviewed and approved as to form of the proposed policies.

ATTACHMENTS:

1. Redlined Copy of Title I, Chapter 2, Section 2.05 Nepotism
2. Clean Copy of Title I, Chapter 2, Section 2.05 Nepotism

RECOMMENDATION: Move to approve revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 2 Recruitment and Employment effective immediately.

CHAPTER 2 RECRUITMENT AND EMPLOYMENT

2.05 Nepotism

A. Elected Officials and Town Manager

No person related within the second degree by affinity (marriage or law) or within the third degree by consanguinity (related by ancestry or blood) to any elected officer of the Town or to the Town Manager shall be appointed to any permanent paid office, position, clerkship or other service of the Town.

B. Employees

~~No Town employee in any department shall be related to another Town employee in that same department. However, this prohibition shall not apply to individuals who are employees of the Town as of September 18, 1995, the date of initial adoption of these Regulations. With regard to those employees hired on or before September 18, 1995, none of them may work under the line of supervision of any relative or in the same department in which any relative is employed.~~ No Town employee shall be regularly supervised directly by a relative on an ongoing basis. Town employees shall not be transferred or promoted into positions that would cause them to be in an ongoing supervisor/subordinate relationship with a relative.

The hiring and promotion of relatives shall not be allowed if that action creates a conflict of interest for the Town as determined by the Town Manager. When any relationship through ~~blood, adoption, consanguinity~~ or affinity presents a conflict of interest for the Town, the Town reserves the right to take appropriate action to eliminate the conflict.

No Department Head may have a relative ~~of blood, adoption, or affinity~~ in any position within the Town, regardless of department.

C. For purposes of this section, a relative includes the first, second, and third degree of consanguinity (blood ~~or adoption~~); ~~adoption~~; and the first and second degree of affinity (marriage). ~~is defined to include:~~

~~1. Employee's mother, father, brother, sister, son, daughter;~~

~~2. Employee's spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law; and~~

~~3. Any applicable step relationship related to the foregoing.~~

1. Persons related through the third degree of consanguinity (blood or adoption) ~~relation~~ include:

a. First Degree – father, mother, daughter, son

b. Second Degree – brother, sister, grandparent, grandson or granddaughter.

c. Third Degree – uncle, aunt, niece, nephew, great grandparent, great grandson, or great granddaughter.

2. Persons related through the second degree of affinity (~~relative through~~ marriage) include:

a. First Degree – husband, wife, son-in-law, daughter-in-law, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter.

b. Second Degree – brother-in-law, sister-in-law, or spouse's grandparent, grandchild, step-grandparent, stepsister or stepbrother.

D. If a relationship is created that is prohibited by this regulation, one of the affected employees shall be required to transfer to another position that would eliminate ~~being regularly supervised by the relative on an on-going basis~~ the prohibition outlined in this regulation. ~~department,~~ provided a position is available and the employee is selected for the position, or one of the affected employees must separate from Town employment.

CHAPTER 2 RECRUITMENT AND EMPLOYMENT

2.05 Nepotism

A. Elected Officials and Town Manager

No person related within the second degree by affinity (marriage or law) or within the third degree by consanguinity (related by ancestry or blood) to any elected officer of the Town or to the Town Manager shall be appointed to any permanent paid office, position, clerkship or other service of the Town.

B. Employees

No Town employee shall be regularly supervised directly by a relative on an ongoing basis. Town employees shall not be transferred or promoted into positions that would cause them to be in an ongoing supervisor/subordinate relationship with a relative.

The hiring and promotion of relatives shall not be allowed if that action creates a conflict of interest for the Town as determined by the Town Manager. When any relationship through consanguinity or affinity presents a conflict of interest for the Town, the Town reserves the right to take appropriate action to eliminate the conflict.

No Department Head may have a relative in any position within the Town, regardless of department.

C. For purposes of this section, a relative includes the first, second, and third degree of consanguinity (blood or adoption); and the first and second degree of affinity (marriage).

1. Persons related through the third degree of consanguinity (blood or adoption) include:

a. First Degree – father, mother, daughter, son

b. Second Degree – brother, sister, grandparent, grandson or granddaughter.

c. Third Degree – uncle, aunt, niece, nephew, great grandparent, great grandson, or great granddaughter.

2. Persons related through the second degree of affinity (marriage) include:
 - a. First Degree – husband, wife, son-in-law, daughter-in-law, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter.
 - b. Second Degree – brother-in-law, sister-in-law, or spouse's grandparent, grandchild, step-grandparent, stepsister or stepbrother.
- D. If a relationship is created that is prohibited by this regulation, one of the affected employees shall be required to transfer to another position that would eliminate the prohibition outlined in this regulation, provided a position is available and the employee is selected for the position, or one of the affected employees must separate from Town employment.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: September 19, 2016

FROM: Chase Houston, Athletic Fields Supervisor

ITEM: Consider approval of the award of Bid Number 2016-81 to Robinson Fence Company, Inc. in the amount of \$83,500; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 6, 2016, bids were received and opened for the fencing renovations and improvements at Gerault Park. Robinson Fence Company Inc. submitted the lowest qualified bid of the four (4) responding bidders at a base bid plus optional items.

A decision package for \$83,500 was approved in the FY15-16 budget specifically for repairs to the three (3) parks at the Gerault Park complex. The lowest responsive responsible bidder submitted a total price for all work to be done, of \$71,005, which is below the approved budget. The remaining funds would be used to cover additional fencing work that is very much needed at each of the fields at the park. The budgeted amount of \$83,500 is requested to allow completion of additional fencing repairs at the Gerault Park complex.

FISCAL IMPACT: \$83,500

Proposed Expenditure:	Account Number(s):
\$83,500	100-630-33000-4301

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Tabulation
2. Bid from Robinson Fence Company Inc.

RECOMMENDATION: Move to approve the award of Bid Number 2016-81 to Robinson Fence Company, Inc. in the amount of \$83,500; and authorization for the Mayor to execute same on behalf of the Town.



Town of Flower
Mound
Bid Tabulation

Bid No: 2016-81 - Gerault Park Fence Project		
Bid Opening: September 6, 2016 at 11:00am		
Company		Total Bid
Robinson Fence Company, Inc.		\$ 71,005.00
Sav-On Fence, Inc.		\$ 75,892.89
Top Quality Fence and Arbor, LLC		\$ 82,711.00
Diamond Fence and Concrete Co., Inc.		\$ 99,616.39
**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.		
Certified By:	Rochelle M. Ragas, CPPB	9/6/2016
	Purchasing Manager	
	Town of Flower Mound, Texas	

ROBINSON

Fence Company Inc.

OFFICE COPY



"Professional Fencing by Professional People"

906 W Chestnut St.
Springfield, MO 65802
Phone: (417) 862-8900
Fax: (417) 862-6827

3847 S Highway 287
Waxahachie, TX 75165
Phone: (469) 773-4669
Fax: (817) 764-1994

www.robinsonfence.com



DATE 2.16.16
W.P. _____
FAX _____
CELL _____
E-MAIL _____
O. C. _____

Name City Of Flower Mound
Address _____
City/State/Zip Flower Mound, Texas

Project:
Gerault Park
1200 Gerault Road
Flower Mound, TX 75028

Addenda

Estimator Bruce Righter

This bid sub,itted is for the rehabilitation of three softball fields at Gerault Park. Included is the removal and replacement of all chain link fabric and pricing includes all alternates. Projected timeline for completion of project without any weather delays is approximately 30 days.



EXCLUSIONS:

Grading - Staking/Surveying - Clearing of Fence Lines - Grounding - Permits - Saw Cutting - Core Drilling
Traffic Control - Concrete Mow Strips - Engineering - Location of Private Utilities - Bond Premium
Locks/Panic Hardware - Overtime Work - Additional (Extra) Mobilizations (\$1,500 ea.)

SPECIAL NOTE: Above quote includes Robinson Fence standard insurance limits for General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate and \$5,000,000 umbrella with Workers Compensation limits of \$1,000,000. Any other Insurance requirments are expressly excluded form this quote.



Fence Company

"Professional Fencing by Professional People"

OPERATIONS / PROJECT MANAGEMENT ABILITY

Robinson Fence was founded in 1978 with the core of our business being fence construction. We have an office in Waxahachie, Texas with our home office being in Springfield, MO. We employed 25 +/- employees and we have completed hundreds of commercial projects over the last decade with a large portion of them being chain link and ornamental iron. Our service area includes Missouri, Arkansas, Kansas, Oklahoma and Texas.

List of Key Operations Personnel:

Jon Stiles: Texas Branch Manager / Project Manager - 17 years of experience

Tony Grigg: General Manager / Project Manager - 25 years of experience

John Williams: Superintendent - 20 years of experience

Mike Robinson: President - 25 years of experience

We would appreciate it if you would add Robinson Fence to your database for consideration of future fence projects.



Fence Company

"Professional Fencing by Professional People"

Project References:

Springfield-Branson Regional Airport, Springfield, MO. Completed 11/14, Contract Value: \$108,190.00
Scope of work: 2,533' of 8' galvanized chain link fence and gates. Robinson Fence as subcontractor.

Purcell Airport, Purcell, OK. Completed 10/14, Contract Value: \$118,254.50
Scope of work: 5,785' of 6' chain link fence and gates. Robinson Fence as general contractor.

Missouri State University, Springfield, MO. Completed 9/14, Contract Value: \$325,618.00
Scope of work: 3,400' of 8' ornamental iron fence and 2,000' of 8' wire mesh fence with multiple gates. Robinson Fence as subcontractor.

Hickman High School Athletic Addition, Columbia, MO. Complete 7/14, Contract Value: \$116,410.00
Scope of work: 3,480' of black vinyl chain link fence of varying heights and gates. Robinson Fence as subcontractor.

Osage County Sheriff Training Center, Pawhuska, OK. Completed 5/14, Contract Value: \$67,824.00
Scope of work: 2,426' of 8' galvanized chain link fence and gates. Robinson Fence as subcontractor.

Ferguson-Florissant School District, Ferguson, MO. Completed 4/14, Contract Value: \$50,000.00
Scope of work: Demolition of old backstop and fence, construct (2) new backstops and (1) new baseball field and dugouts as well as related fencing. Robinson Fence as prime contractor.

Timber Creek High School, Keller, TX. Completed 1/14, Contract Value: \$127,234.00
Scope of work: 5,650' ornamental iron, black vinyl and chain link fence and gates. Robinson Fence as subcontractor.

Waynesville High School Athletic Field, Waynesville, MO. Completed 8/13, Contract Value: \$129,927.00
Scope of work: 5,575' of ornamental iron, black vinyl and chain link fence and gates. Robinson Fence as subcontractor.

Missouri National Guard- AVCRAD Facility, Springfield, MO. Completed 12/12,
Contract Value: \$284,000 Scope of work: 3,000' High security chain link fence with cable crash barrier system, cantilever gates and operators. Robinson Fence as subcontractor.

Ponca City YMCA, Ponca City, OK. Completed 5/11, Contract Value: \$177,000.00
Scope of work: (8) baseball and softball fields fencing and gates. Robinson Fence as subcontractor.



Fence Company

"Professional Fencing by Professional People"

REFERENCES

In business since 1978

General Contractors

**JE Dunn Construction
David Atkisson
1135 E. Lakewood Ste. 120
Springfield MO 65810
417 877-7812**

**KenMar Construction
Kent Smith / Mark Natlon
1637 W. College
Springfield MO 65806
417 863-1313**

**Wirt-Flavin Construction
Tim Flavin
P.O. Box 4949
Springfield MO 65808
417 869-6300**

**Q & Company
Rick Quint
1313 N. Nias Ave. Ste B
Springfield MO 65802
417 863-6700**

**Rich Kramer Construction
Rich Kramer
789 N. Miller Rd.
Springfield MO 65802
417 865-6899**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nixon & Lindstrom Insurance 901 E. Battlefield Road Springfield MO 65807-4811		CONTACT NAME: Ashley Eastman PHONE (A/C No. Ext): (417) 881-6623 FAX (A/C No.): (417) 881-8269 E-MAIL ADDRESS: aeastman@nixonins.com	
INSURED Robinson Fence Company 906 W Chestnut Street Springfield MO 65802		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty NAIC # 13021 INSURER B: Hartford 11452 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16/17

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD 1 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		60450195	3/30/2016	3/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		60450195	3/30/2016	3/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		60450195	3/30/2016	3/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	37WBCCD6629	3/30/2016	3/30/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased & Rented Equipment		60450195	3/30/2016	3/30/2017	Any one item 50,000
A	Property in Transit		60450195	3/30/2016	3/30/2017	Limit 100,000

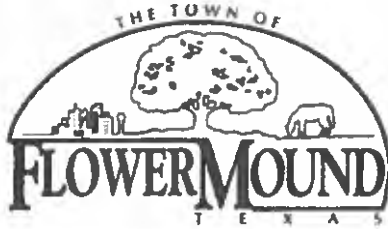
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Robinson Fence Company 906 W Chestnut Street Springfield, MO 65802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Gambon, CIC/ASHLEY
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Purchasing Division
Addendum No. 1
Issued August 31, 2016

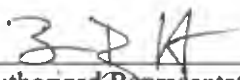
Bid No:	2016-81
Bid Title:	Gerault Park Fence Project
Bids Due:	September 6, 2016 @ 11:00am (CST)

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.

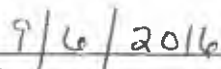
Deadline for Questions: The deadline for questions is **September 1, 2016 at 12:00pm (CT)**. Questions received after this date and time will not be answered.

- Q1.** For clarity, which pages are required to be submitted as part of the bid response?
- A1.** Bid pages to be submitted as part of the bid response are as follows:
- Pages 29-31
 - Pages 43-45
 - All of Attachment A
- Q2.** Items in Sections A-K of the Bid Pricing Sheet asks for 'quantities ordered' and 'unit cost'. Is this correct?
- A2.** Please **DELETE** Attachment A and replace with the attached **amended** Attachment A.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by signing and including this Addendum #1 with your bid response. Failure to include the signed Addendum #1 may deem your bid non-responsive.



Authorized Representative



Date

For questions regarding this addendum contact:

Rochelle Ragas
Purchasing Manager
(972) 874-6009
Rochelle.ragas@flower-mound.com

OPTIONAL BID ITEMS

1 INSTALLATION OF BOTTOM RAIL IN LIEU OF TENSION WIRE

1.1 1 5/8" Tubing for bottom rail shall meet ASTM F 1043 Group 1A, or Group 1C specifications

1.2 Pricing/Unit Cost shall include all required hardware for assembly and installation.

1.3 MEASUREMENTS

1 st Base Foul Lines are approximately:	190 Linear Feet
3 rd Base Foul Lines are approximately:	190 Linear Feet
Outfield Fences are approximately:	520 Linear Feet
Each field will require approximately	900 Linear Feet

Installation for all three (3) fields will require approximately: 2,700 Linear Feet

1.4 This category shall be priced for each field and for each section; as such:

1.4.1 RED

1 st Base Foul Line	\$ <u>594.42</u>
3 rd Base Foul Line	\$ <u>594.42</u>
Outfield Fence	\$ <u>1545.49</u>
Hardware	\$ <u>Included</u>

1.4.2 BLUE

1 st Base Foul Line	\$ <u>594.42</u>
3 rd Base Foul Line	\$ <u>594.42</u>
Outfield Fence	\$ <u>1545.49</u>
Hardware	\$ <u>included</u>

1.4.3 GREEN

1 st Base Foul Line	\$ <u>594.42</u>
3 rd Base Foul Line	\$ <u>594.42</u>
Outfield Fence	\$ <u>1545.49</u>
Hardware	\$ <u>included</u>

2 INSTALLATION OF YELLOW POLY – CAP FENCE GUARDS / TOPPERS



- 2.1 Diameter size shall measure 4 ½".
- 2.2 Pricing/Unit Cost shall include all required hardware for assembly and installation.

2.3 MEASUREMENTS

Pedestrian Gates are approximately	25 Linear Feet
Maintenance Gates are approximately	90 Linear Feet
1 st Base Foul Lines are approximately:	190 Linear Feet
3 rd Base Foul Lines are approximately:	190 Linear Feet
Outfield Fences are approximately:	520 Linear Feet
Each field will require approximately	1,015 Linear Feet

Installation for all three (3) fields will require approximately: 3,045 Linear Feet

- 2.4 This category shall be priced for each field; as such:

1.4.1	RED	\$ <u>3,016.66</u>
1.4.2	BLUE	\$ <u>3,016.66</u>
1.4.3	GREEN	\$ <u>3,016.67</u>

1 INSTALLATION OF ADDITIONAL OF MAINTENANCE GATES

- 1.1 Construction of Maintenance Gates shall be completed by following the construction designs outlined on page 22. (under the specification for maintenance gates)
- 1.2 The overall objective is to make each goal identical in location and in size. However, there will be a few small obstacles such as irrigation main lines that will require gates to be altered in size and in location. Actual size of gates will vary once approval is made and construction begins.

In order to keep pricing and specifications similar, pricing shall contain the following specifications.

- 1.3 Construct and install four (4) Double Maintenance Gates, per construction plans.
- 1.4 Gate Measurements: 6' (wide) x 6' (height) (both gates will measure 12' wide)
- 1.5 Location of gates will be installed after the pedestrian gates near dugouts.
 Gate 1: Maintenance Gate will be installed on 3rd Base Side of the Red Field.
 Gate 2: Maintenance Gate will be installed on the 1st Base Side of the Blue Field.
 Gate 3: Maintenance Gate will be installed on the 3rd Base Side of the Blue Field.
 Gate 4: Maintenance Gate will be installed on the 1st Base Side of the Green Field.
- 1.6 Pricing/Unit Cost shall include all required hardware for assembly and installation.
- 1.7 This category shall be priced for each field and for each section; as such:
 Gate 1: \$ 1068.75
 Gate 2: \$ 1068.75
 Gate 3: \$ 1068.75
 Gate 4: \$ 1068.75

5 SUBMITTALS

In order for your proposal to be considered the following information must be submitted:

Please submit your response in the following order:

1. Cover Letter
2. Brief company history and experience
3. Construction Timeline
4. Pages 10-45 of the Solicitation Document
5. Bid Pricing Sheet - Attachment A
6. References
7. Copy of Certificate of Insurance

END OF SPECIFICATIONS / SCOPE OF WORK

BID RESPONSE FORMS

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

FROM: _____
 PROPOSER

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-81 and this Bid, the following goods and/or services at the prices hereby bid:

**Bid Pricing Sheet
 Gerault Park Fence Project**

SEE ATTACHMENT A TO THIS SOLICITATION

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with the Town and have prior authorization from the Contractor. If such participation is authorized, all purchases or services will be issued directly from, and shipped directly to, the local governmental entity requiring products or services. The Town shall not be held responsible for any orders placed, deliveries made or payment for products or services ordered by these entities. Each entity reserves the right to determine their participation in this Contract.

Proposer's authorized agent must indicate if Proposer agrees to allow other governmental entities to participate in this Contract, if awarded, under the same terms and conditions by checking the appropriate box below. Proposers will not be penalized for not agreeing to this provision.

☐ Yes, Agree to Cooperative Purchasing Provision

☒ No, Do Not Agree to Cooperative Purchasing Provision

3 INSURANCE REVIEW VERIFICATION

3.1 Does the proposer currently carry the insurance coverage as specified in the Special Provisions?

☒ Yes ☐ No

3.2 If no, has the proposer reviewed the steps necessary, including cost, with its insurance agent, broker or internal department to ensure it will obtain the specified insurance?

☐ Yes ☐ No

4 INSURANCE AFFIDAVIT

Town of Flower Mound Solicitation No. 2016-81NAME OF PROPOSER: Robinson Fence**To be completed by the Proposer:**

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-81, and said insurance shall be provided without change to the prices offered.

Name of Proposer: Robinson FenceAuthorized Agent (please print): Bruce RichterAuthorized Agent's Signature: B. RichterDate: 9/6/2016

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-81. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: See attached

Insurance Agent's Name (please print): _____

Insurance Agent's Signature: _____

Date: _____

5 BID ENDORSEMENT FORM

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2016-81

SUBMITTED BY:

Robinson Fence
(OFFICIAL NAME OF PROPOSING FIRM)

By: B. R. A.
(Original Signature of Proposing Firm's Authorized Agent)

*Must be signed for bid
to be considered responsive*

Bruce Richter
(Typed or Printed Name)

Superintendent?
(Title)

3847 S. Hwy 287
(Mailing Address)

Waxahachie TX 75165
(City, State, Zip Code)

brighter@robinsonfence.com
(Email)

(469) 773-4669
(Telephone Number)

9/6/2016
(Date Signed)

SECTION A

SECTION A											
PEDESTRIAN GATES - ONE (1) GATE											
SECTION	QTY.	DESCRIPTION	MATERIAL	SIZE	GAUGE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST	
A1	2	Dome Caps	Galvanized Steel	1 7/8"						.75	
A2	2	Industrial 180 Degree Hinge	Galvanized Steel	2 7/8" x 1 7/8"						8.90	
A3	1	Gate Latches	Malleable Iron	1 7/8" x 2 7/8"						8.65	
A4	2	Tension Bars	Galvanized Steel	3/16" x 3/4" x 71"						2.80	
A5	10	Tension Bands	Galvanized Steel	1 7/8"	12 GA.			12"		.35	
A6	9	Fences Ties	Galvanized Steel	X	9 GA.			12"		.085	
A7	4 LF	Chain Link Fabric	Galvanized After Weaving	48" X 72"	9 GA.	2"	K / K		ASTM A 392, CLASS 1	3.00' / LF	
						RED FIELD - PEDESTRIAN GATES					240.00
						BLUE FIELD - PEDESTRIAN GATES					240.00
						GREEN FIELD - PEDESTRIAN GATES					240.00
						TOTAL COST - PEDESTRIAN GATES					720.00

near Foot

SECTION B																				
MAINTENANCE GATE - ONE (1) GATE																				
SECTION	QTY.	DESCRIPTION	MATERIAL	SIZE	GAUGE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST										
B1	4	Dome Caps	Galvanized Steel	1 7/8"						.75										
B2	4	Industrial 180 Degree Hinge	Galvanized Steel	4" X 1 7/8"						2.90										
B3	2	Truss Rod	Galvanized Steel	3/8" X 10' - 6"						6.39										
B4	2	Truss Rod Tightner	Galvanized Steel	INDUSTRIAL						.92										
B5	6	Drop Bar Rod	Galvanized Steel	1/2" X 36"						3.85										
B6	1	Drop Bar Latch	Galvanized Steel	1 7/8"						4.70										
B7	1	Drop Bar Guide	Galvanized Steel	3/8" X 1 7/8" X 2 1/2"						.42										
B8	1	Drop Bar Catch (set in Concrete)								24.15										
B9	2	Tension Bars	Galvanized Steel	3/16" x 3/4" x 71"						2.80										
B10	20	Tension Bands	Galvanized Steel	1 7/8"	12 GA.			12"		.35										
B11	42	Fences Ties	Galvanized Steel		9 GA.			12"	ASTM A 392, CLASS 1	.085										
B12	15 LF	Chain Link Fabric	Galvanized After Weaving	15' x 72"	9 GA.	2"	K / K		ASTM A 392, CLASS 1	3.00' / lf										
											RED FIELD - MAINTENANCE GATES									576.66
											BLUE FIELD - MAINTENANCE GATES									576.66
											GREEN FIELD - MAINTENANCE GATES									576.66
TOTAL COST - MAINTENANCE GATES											1730.00									

MAINTENANCE GATE - ONE (1) GATE

SECTION B

SECTION		QTY.	DESCRIPTION	MATERIAL	SIZE	GUAGE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST		
SECTION C	INFIELD (BACKSTOPS) - ONE (1) SECTION	C1	2	Terminal Post	Galvanized Steel	4"						202.97	
		C2	4	Line Post	Galvanized Steel	2 7/8"						85.56	
		C3	2	Dome Caps (Terminal Post)	Galvanized Steel	4"						2.25	
		C4	4	Dome Caps (Line Post)	Galvanized Steel	2 7/8"						1.60	
		C5	12	Brace Bands	Galvanized Steel	4"						.74	
		C6	12	Rail End Lugs	Galvanized Steel	1 5/8"						.93	
		C7	30	Top Rails (sections)	Galvanized Steel	1 5/8" x 7 1 3/4"						9.50	
		C8	24	Line / Rail Clamps	Galvanized Steel	1 5/8" x 2 7/8"						1.65	
		C9	38	Tension Bands	Galvanized Steel	4"	12 GA.				12"		.75
		C10	4	Tension Bars	Galvanized Steel	3/16" x 3/4" x 120"							4.72
		C11	256	Fence Ties	Galvanized Steel	X	9 GA.				12"		.099
		C12	1	Chain Link Fabric (Lower Panel)	Galvanized After Weaving	35' 9" x 120"	6 GA.	2"	K / K			ASTM A 392, CLASS 1	10.50 lin
		C13	1	Chain Link Fabric (Upper Panel)	Galvanized After Weaving	35' 9" x 120"	9 GA.	2"	K / K			ASTM A 392, CLASS 1	5.10 lin
RED FIELD - INFIELD (BACKSTOP)												1,950.00	
BLUE FIELD - INFIELD (BACKSTOP)												1,950.00	
GREEN FIELD - INFIELD (BACKSTOP)												1,950.00	
TOTAL COST - INFIELD (BACKSTOPS)												5,850.00	

SECTION		QTY.	DESCRIPTION	MATERIAL	SIZE	GAUGE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST
SECTION D	INFIELD (WINGS) - ONE (1) SECTION										
	D1	2	Terminal Post	Galvanized Steel	4"						202.97
	D2	2	Line Post	Galvanized Steel	2 7/8"						85.56
	D3	2	Dome Caps (Terminal Post)	Galvanized Steel	4"						225
	D4	2	Dome Caps (Line Post)	Galvanized Steel	2 7/8"						1,60
	D5	12	Brace Bands	Galvanized Steel	4"						.74
	D6	12	Rail End Lugs	Galvanized Steel	1 5/8"						.93
	D7	18	Top Rail (sections)	Galvanized Steel	1 5/8" x 8"						10.86
	D8	12	Line / Rail Clamps	Galvanized Steel	1 5/8" x 2 7/8"						1.65
	D9	38	Tension Bands	Galvanized Steel	4"	12 GA.				12"	.75
	D10	4	Tension Bars	Galvanized Steel	3/16" x 3/4" x 120"						4.72
	D11	164	Fence Ties	Galvanized Steel		9 GA.				12"	.099
	D12	1	Chain Link Fabric (Lower Panel)	Galvanized After Weaving	24' x 120"	6 GA.	2"	K / K			ASTM A 392, CLASS 1
D13	1	Chain Link Fabric (Upper Panel)	Galvanized After Weaving	24' x 120"	9 GA.	2"	K / K			ASTM A 392, CLASS 1	5.10
RED FIELD - INFIELD (WINGS)											2258.33
RED FIELD - INFIELD (WINGS)											2258.33
RED FIELD - INFIELD (WINGS)											2258.33
TOTAL COST - INFIELD WINGS											6,775.00

SECTION E

SECTION	QTY.	DESCRIPTION	MATERIAL	SIZE	GAUGE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST
SECTION F	F1	6	Terminal / Line Post	Galvanized Steel	2 7/8"					39.22
	F2	18	Brace Bands	Galvanized Steel	2 7/8"					.68
	F3	18	Rail End Lugs	Galvanized Steel	1 5/8"					.93
	F4	21	Top Rails	Galvanized Steel	1 5/8"					1.36
	F5	12	Line / Rail Clamps	Galvanized Steel	1 5/8" x 2 7/8"					1.65
	F6	42	Tension Bands	Galvanized Steel	2 7/8"	12 GA.				.67
	F7	6	Tension Bars	Galvanized Steel	3/16" x 3/4" x 96"					3.83
	F8	215	Fence Ties	Galvanized Steel		9 GA.				.085
	F9	2	Chain Link Fabric (sides A & C)	Galvanized After Weaving	8' x 96"	9 GA. 2"	K / K		ASTM A 392, CLASS 1	4.08
	F10	1	Chain Link Fabric (sides B)	Galvanized After Weaving	40' x 96"	9 GA. 2"	K / K		ASTM A 392, CLASS 1	4.08
DUCKOUTS - ONE (1) DUCKOUT										
RED FIELD - DUCKOUTS										
BLUE FIELD - DUCKOUTS										
GREEN FIELD - DUCKOUTS										
TOTAL COST - DUCKOUTS										
4,400.00										

near foot

near foot

near foot

100

SECTION	QTY.	DESCRIPTION	MATERIAL	SIZE	GAUGE	MESH	SERVAGE	SPACING	CLASSIFICATION	UNIT COST	
SECTION H	1	Terminal Post	Galvanized Steel	4"						76.11	
	53	Line Post	Galvanized Steel	2 7/8"						32.08	
	52	Line Post Loop Caps	Galvanized Steel	2 7/8"						1.10	
	2	Brace Bands	Galvanized Steel	4"						.74	
	2	Rail End Lugs	Galvanized Steel	1 5/8"						.93	
	520 LF	Top Rails	Galvanized Steel	1 5/8"						1,36 linear feet	
	5	Tension Bands	Galvanized Steel	4"	12 GA.			12"		.75	
	5	Tension Bands	Galvanized Steel	2 7/8"	12 GA.			12"		.69	
	2	Tension Bars	Galvanized Steel	3/16" x 3/4" x 72"						2.80	
	346	Fence Ties	Galvanized Steel	X	9 GA.			18"		.085	
	520 LF	Chain Link Fabric	Galvanized After Weaving	520' x 72"	9 GA.	2"	K / K		ASTM A 392, CLASS 1	3.00 linear feet	
	520 LF	Tension Wire	Galvanized Steel	520 LF	6 GA.					.16 linear feet	
OUTFIELD FENCE										RED FIELD - OUTFIELD FENCE	3,883.33
										BLUE FIELD - OUTFIELD FENCE	3,883.33
										GREEN FIELD - OUTFIELD FENCE	3,883.34
										TOTAL COST - OUTFIELD FENCE	11,650.00

SECTION		QTY.	DESCRIPTION	MATERIAL	SIZE	GAUGE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST
SECTION I BOTTOM RAIL	I1	2,700 LF	Top Rails	Galvanized Steel	1 5/8"	X	X	X	X	ASTM F 1043 Group 1A or 1C	1.36 11/2
	I2	18	Brace Bands	Galvanized Steel	2 7/8"	X	X	X	X	X	.68
	I3	18	Rail End Lugs	Galvanized Steel	4"						.93
	I4	252	Line / Rail Clamps	Galvanized Steel	1 5/8" x 2 7/8"	X	X	X	X	X	1.77
	I5	1,500 LF	Fence Ties	Galvanized Steel	X	9 GA.	X	X	18"	X	.085
					RED FIELD - BOTTOM RAIL						2,775.00
					BLUE FIED - BOTTOM RAIL						2,775.00
					GREEN FIELD - BOTTOM RAIL						2,775.00
					TOTAL COST - BOTTOM RAIL OPTION						8,325.00

SECTION	QTY.	DESCRIPTION	MATERIAL	SIZE	GAUGE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST
SECTION J FENCE TOPPERS	J1	3,045 LF	YELLOW FENCE TOPPERS	POLY - CAP	4 1/2"	X	X	X	YELLOW IN COLOR	5,328.75
	J2	2,030	ZIP TIES	X	X	X	X	18"	YELLOW IN COLOR	100.00
	J3	1	INSTALLATION TOOL	X	X	X	X	X	X	75.00
	RED FIELD - FENCE TOPPERS									
BLUE FIELD - FENCE TOPPERS										3,016.66
GREEN FIELD - FENCE TOPPERS										3,016.66
TOTAL COST - FENCE TOPPERS OPTION										3,016.67
TOTAL COST - FENCE TOPPERS OPTION										9,050.00

SECTION	QTY.	DESCRIPTION	MATERIAL	SIZE	CAUSE	MESH	SELVAGE	SPACING	CLASSIFICATION	UNIT COST
SECTION K	K1	Terminal Post	Galvanized Steel	3"	X	X	X	X	ASTM F 1043 Group 1A or 1C	32.92
	K2	Dome Caps	Galvanized Steel	1 7/8"	X	X	X	X	X	.75
	K3	Industrial 180 Degree Hinge	Galvanized Steel	3" X 1 7/8"	X	X	X	X	X	8.90
	K4	Truss Rod	Galvanized Steel	3/8" X 10" - 6"	X	X	X	X	X	3.95
	K5	Truss Rod Tightener	Galvanized Steel	INDUSTRIAL	X	X	X	X	X	1.11
	K6	Drop Bar Rod	Galvanized Steel	1/2" X 36"	X	X	X	X	X	3.85
	K7	Drop Bar Latch	Galvanized Steel	1 7/8"	X	X	X	X	X	4.70
	K8	Drop Bar Guide	Galvanized Steel	3/8" X 1 7/8" X 2 1/2"	X	X	X	X	X	.42
	K9	Drop Bar Catch (set in Concrete)	?	?	X	X	X	X	X	22.30
	K10	Tension Bars	Galvanized Steel	3/16" X 3/4" X 71"	X	X	X	X	X	2.80
	K11	Tension Bands	Galvanized Steel	1 7/8"	12 GA.	X	X	12"	X	.35
	K12	Fences Ties	Galvanized Steel	X	9 GA.	X	X	12"	X	.085
	K13	Chain Link Fabric	Galvanized After Weaving	86 1/2" X 72"	9 GA.	2"	K / K	X	ASTM A 392, CLASS 1	3.00 linear feet
ADDITIONAL MAINTENANCE GATES										
SECTION K										
RED FIELD - MAINTENANCE GATE OPTION										
BLUE FIELD - MAINTENANCE GATE OPTION										
GREEN FIELD - MAINTENANCE GATE OPTION										
TOTAL COST - MAINTENANCE GATES OPTION										

4,275.00



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 19, 2016

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider acceptance of grant funds and execution of an agreement from the Texas State Library and Archives Commission (TSLAC) for the FY 2017 Special Projects Grant Program; and authorization for the Mayor to execute said agreement on behalf of the Town.

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of \$10,259.00 from the Texas State Library and Archives Commission (TSLAC) for the Special Projects Grant Program. Special Projects Grants provide funds for programs that expand library services to all members of the library's community.

If approved, the funds will be used to purchase a minimum of 60 kits for circulation in the areas of Science, Technology, Engineering and Mathematics (STEM). The kits are designed for the Library's patrons under the age of 18. By providing hands-on activities on multiple STEM topics, the Library hopes to foster interest in STEM starting with preschoolers and continuing through high school.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$10,259.00

Proposed Expenditure:	Account Number(s):
\$10,259.00	Grant Fund

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

LEGAL REVIEW: James Donovan, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the attachments as to form and legality.

ATTACHMENTS:

1. Texas State Library and Archives Commission Grant Application
2. Texas State Library and Archives Commission Agreement

RECOMMENDATION: Move to authorize the acceptance of grant funds, and execution of an agreement with the Texas State Library and Archives Commission for the Special Projects Grant Program, and authorize the Mayor to execute said agreement on behalf of the Town.

Texas State Library and Archives Commission

Application Certification (Signature) Form

Grant Program: Special Projects
Name: Flower Mound Public Library
Legal Entity: Town of Flower Mound
Project Title: STEM Kits
Project Manager: Sue Ridnour

Program Partners:

Program Abstract: The Flower Mound Public Library plans to offer a minimum of 60 kits for circulation with the topics of Science, Technology, Engineering, and Mathematics to its patrons under the age of 18. The Library's mission is to support education in our community and provide access to information. By providing hands-on activities on multiple STEM topics, the Library hopes to foster interest in STEM starting with preschoolers and continuing through high school. In doing this, the Library can also extend the learning experience for children in school, help them gain better understanding of topics, and encourage graduating high school students to explore STEM fields in college.

Criterion 01: Needs Assessment (15 points): Describe why the program is needed, the program goals and the audience. Describe the greater community to be served using demographic statistics, library records, or surveys to support these statements. Email or mail letters of cooperation demonstrating commitment to the project from agencies involved. See guidelines. (7500 characters)

Criterion 01 Points: 15

Answer: In addition to the Lewisville Independent School District (LISD), which serves most of the town, the Town of Flower Mound is also served by three other school districts, Argyle Independent School District (AISD), Denton Independent School District (DISD), and Northwest Independent School District (NISD). The 2015 Texas Academic Performance Reports for each ISD found that, for each district's class of 2014, only 79 percent of students in LISD, 84 percent in AISD, 67 percent in DISD, and 69 percent in NISD were college-ready for mathematics. While the schools in the Flower Mound area are generally high performing, only one high school, one middle school, and one elementary school received distinctions in 2015 for math or science.

This performance is also evident in the number of eleventh and twelfth graders who took Advanced Placement tests in 2014. In each district, less than nine percent of eleventh and twelfth graders took an AP test for mathematics, and in each district, less than eight percent, with the exception of NISD with 11 percent, took an AP test for science. The results of the percentage of students scoring at or above criterion for math range from the highest of 90 percent in AISD where only six percent of student took the test, to the lowest at 45 percent, where approximately seven percent of students took the test. The results for science are significantly worse, with 84 percent being the highest percentage of students scoring at or above criterion in AISD where only five percent of students took the test. The lowest score was in NISD. Eleven percent of students took the test and only approximately 32 percent scored at or above criterion.

From these scores, two things are clear. The first is that very few students go on to take Advanced Placement classes in math and science that contribute to their college-readiness, and the second is the scores on Advanced Placement tests could be greatly improved. This demonstrates both a lack of interest and knowledge. The Library seeks to rectify this by offering a means for students to explore STEM concepts outside of school.

The Library currently provides a monthly STEM class for lower elementary grades that has been well attended since its inception one year ago. It has also offered technology classes for upper elementary and middle school grades. STEM kits for circulation are a natural extension of what the Library is already able to offer. The kits will allow the Library to provide STEM education for children of all ages.

Focus groups conducted in the spring of 2014 stated that they felt that one of the main benefits to the library is the access to information for students. Participants of the teen focus group specifically asked for technology programs. However, the Library has neither the space nor the funds to provide a makerspace for all ages, nor regularly scheduled STEM classes for all ages. With a 25,000 square-foot facility serving an approximate population of 69,650 (U.S. Census Bureau, 2014 Population Estimate), and a single program room already in high demand by both library classes and the community, the Library has determined that the only way to currently offer STEM learning for all children is to create kits for circulation.

The goal of this program is to meet the need that our community has expressed and to meet the need of increased STEM education. One-third of Flower Mound's population is under the age of 18, according to the U.S. Census 2014 population estimate. In addition, the Library offers services to all residents of Denton County, approximately 753,363 people with approximately one-quarter of the population under the age of 18. The Pew Research Center reported in 2015 that the United States is 35th out of 64 industrialized countries in math and 27th for science. By increasing the access to STEM learning from an early age, the Library hopes to encourage students to retain that interest on into college.

Criterion 02: Program Design (20 points): Thoroughly describe the services, programs, and activities and the locations where they will be offered. Explain how these services will attract shared library users. Collaborative projects have priority and inclusion of relevant community organizations is encouraged. (7500 characters)

Criterion 02 Points: 20

Answer: The Library will offer 20 kits on 16 topics at an appropriate level of understanding for preschool to second grade students. Topics for this age group are buoyancy, problem solving, magnetism, outer space, the Earth, measurement, insects, plants, gears, coding, physics, building, shapes, bridges, math, and light and color. These kits will include one or more hands-on activity items.

The Library will offer 35 kits on 20 topics for elementary ages on the topics of weather, the human body, magnetism, outer space, geology, cells, DNA, measurement, insects, simple machines, electricity, plants, gears, coding, robotics, physics, architecture, geometry, bridges, light and color, energy, and general math. Most of the topics have more than one kit associated with them in order to provide a different learning experience and to address different aspects of complex topics. These kits will include one or more hands-on activity items.

The Library will offer five kits with three copies each on the topics of coding, robotics, and virtual reality for middle and high schoolers. These kits are the LittleBits Student Set, the Arduino LittleBits Coding Kit, Makey Makey, Sphero, and Google Cardboard. These kits will be of high interest to middle and high school students, and as most of the middle and high school students observed in the library have or have access to a smartphone, iPad, or other device, the barriers to offering these kits are low.

All kits will include an age-appropriate book and DVD on the topic, as well as a folder of additional resources and activities created by the Library after careful research and resources from other libraries who offer STEM kits. Duplicates of each kit will also be purchased to meet the demand for circulation, as well as to have additional copies if a kit must be repaired or replaced.

The Texas Essential Knowledge and Skills (TEKS) was consulted when determining topics for kits to ensure that the kits would provide supplementation for concepts learned in school. The kits for each age group meet the knowledge and skills for math, science, and technology prescribed by the TEKS. Other libraries that have already created STEM kits were contacted to determine which products circulate well without being a burden on staff who have to check for contents.

When the grant is awarded, library staff will begin gathering resources for each of the kits. These resources will include activity sheets, websites, and further reading on the topic. These resources will be kept on a network drive and will be printed and added to a folder for each kit for patrons to use and keep.

Vendors have been identified for the products contained in each of the kits, as well as the containers for the kits, taking into consideration comparative costs across vendors, as well as shipping costs. As soon as the funds are received, the products for the kits will be examined once again for availability, cost, new editions of the products, or new products that improve upon the ones already chosen. Assuming that all products are in stock, all purchases should be made within three months.

Once items are received, Library staff will add MARC records to the catalog, copy cataloging when possible for expediency, and each product will be processed for circulation, including labels, barcodes,

and itemizations of the contents of each kit. The Library will use a volunteer to help with processing. Kits will be put into circulation as they are finished. The first kits will be available by the first of January.

The kits will be located in the youth area of the Library. The Library does not have a separate teen area, so kits will be placed in a central location between the juvenile and teen collections. Signs to advertise the new collection will be placed in the lobby, on a digital slideshow above the circulation desk, and in the youth area. Shelftalkers will be placed near relevant topics in juvenile nonfiction to direct patrons to the kits.

Criterion 03: Project Impact (15 points): Describe the impact your project will have on library services and users locally, as well as regionally, or statewide. This may include how the proposed project is a model program that would benefit other communities. (7500 characters)

Criterion 03 Points: 15

Answer: It has always been the mission of the Flower Mound Public Library to facilitate learning outside of the classroom. This project of creating STEM kits for circulation will provide hands-on learning that children and their parents can do at home. The U.S. Bureau of Labor Statistics projects employment in STEM occupations will grow to nine million jobs by the year 2022. According to the National Math and Science Initiative, 38 percent of college students who choose a STEM major do not graduate with one. The number of high school students in advanced math and science courses, as well as their scores on AP tests, suggests there is work to be done to help students retain interest and skills in math and science.

The impact of this project will be to increase STEM learning and interest from an early age, to provide resources to students who struggle with concepts in school, and to provide parents with assistance in helping their children learn. This project has the potential to improve grades in math and science for students in traditional school, as well as provide teaching tools to parents who homeschool their children. Through cross-promotion, this project will also benefit the Library's current monthly STEM class by increasing attendance and can lead to opportunities for passive programming for middle and high school students.

This project also has the ability to increase Library circulation. Once they discover one kit, users may want to check out more. If a STEM kit sparks a user's interest in a particular topic, they will return to the Library to check out other materials to learn even more.

This project can serve as a model for other public libraries with physical space limitations to demonstrate that even if a library cannot provide a maker SPACE for its patrons, it can still provide maker ACTIVITIES.

Criterion 04: Personnel (5 points): Identify who will administer the funds and which positions will provide the services. List how much time will be spent in each position on assigned duties; list how the qualifications of each position relate to their job duties. Full job descriptions are required for new hires. (7500 characters)

Criterion 04 Points: 5

Answer 04: Position Title: Library Director (Sue Ridnour)
Duties: Project Oversight, including funds administration and evaluation
Time spent on project: 1 hour per week
Qualifications: Master of Library Science Degree, 23+ years of public library experience, including 14 in Youth Services

Position Title: Youth Services Manager (Jennie Evans)
Duties: Project Oversight, including funds administration, establishing policies and procedures, marketing and promotion, and evaluation.
Time spent on project: First three months of project: 2-5 hours per week; duration of project: 1 hour per week
Qualifications: Master of Library Science degree and over ten years of public library experience serving children and families, including three as Youth Services Manager.

Position Title: Youth Services Librarians (Duane Wagner, Heather Botelho, Rebecca Bendel)

Duties: Project implementation, including research, purchasing, receiving, processing materials, promotion, assisting patrons with selecting and using kits.

Time spent on project: First three months of project: 10 hours per week total; duration of project: 5 hours per week total

Qualifications: Master of Library Science degree and at least two years of public library experience serving children and families.

Criterion 05:	Timetable (5 points): Present a timetable for project activities within the fiscal year (i.e., a list of actions with a date by which they will be accomplished); provide verification that facilities will be available, equipment and materials delivered; and explain how the staff will be hired and trained in time to carry out the services as planned. (7500 characters)
Criterion 05 Points:	5
Answer 05:	-Check previously selected products for availability, changes in cost, new editions, and alternate products if necessary: By October 2016 -Obtain approval of Town Council to accept grant funds: By November 2016 -Place orders for all products: By December 2016 -Compile additional resources for each kit, including activities, websites, and further reading: By January 2017 -Receive all products and begin cataloging and processing: By February 2017. -Create surveys to test knowledge before and after use for each kit: By March 2017 -Create marketing materials and promotional campaign: By March 2017 -Begin circulating the first of the fully processed kits: By April 2017 -Circulate all kits: By June 2017.
Criterion 06:	Evaluation (10 points): Set achievable, measurable outcomes and present a reasonable method to collect data. Present a method to count users of the services, as well as the effectiveness of the service. Applicants are encouraged to use the IMLS Outcomes Logic Model. (7500 characters)
Criterion 06 Points:	10
Answer 06:	Outcome 1: Children who use a kit will know more about the topic than they did before. Indicator: Children who take a quiz included in each kit will have a higher score after using the kit than their score after using the kit. Measurement: Each kit will include a pre- and post-quiz with questions answered by the items in the kit. Children who check out the kit will be encouraged to take each quiz and leave them in the kit. Quizzes will be given to the Youth Services staff for recording and analysis. Outcome 2: Children and their parents will feel that they have learned something from the kit and will want to learn more. Indicator: Results of a survey included with each kit. Measurement: A survey will be placed in each kit for preschool to fifth grade with questions for both the parent and child. Middle and high school kits will have questions for the student only. The survey will measure child and parent interest in the topic before and after using the kit, as well as the reason for using the kit. Outcome 3: Attendance at the Library's monthly STEM program will increase. Indicator: Information about the Library's STEM program will be placed in each kit, including dates and times. Measurement: Attendance after the kits are in circulation will be compared to a base line average.
Criterion 07:	Sustainability (10 points): Describe the resources that will be used to support the services developed during the grant year in the future. A written commitment of future support from governing bodies is desirable, but not required. (7500 characters)
Criterion 07 Points:	10

Answer 07: The grant money will be used to buy multiple copies of the products for the purpose of having replacement materials already available in the case that an item is not returned or is returned incomplete or damaged. In necessary cases, a replacement cost will also be charged to the patron. This amount will vary depending on the item(s) not returned or damaged. When it is determined that the current collection is in need of replacements or updating, the cost of this will be added to the Library budget.

Criterion 08: Budget (20 points): Provide a detailed budget and justify budgeted costs in the budget table provided.

Criterion 08 Points: 20

Answer 08: (All amounts are estimates bases on price quotes as of 03/11/16 - availability and prices may change.)
-hands-on activity materials: \$6680.80
-books: \$1042.91
-DVDs: \$856.15
-storage containers and processing materials: \$1,679.14
TOTAL: \$10259

Capitalization Level:	3000.00	Max Grant Amount:	75000.00		
Salaries/Wages/	0.00	Salaries/Wages/	0.00	Total	0.00
Benefits:		Benefits		Salaries/Wages/	
		Other Funds:		Benefits:	

Salaries/Wages/Benefits Description:

Consultant Fees:	0.00	Consultant Fees Other Funds:	0.00	Total Consultant Fees:	0.00
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Consultant Fees Description:

Travel:	0.00	Travel Other Funds:	0.00	Total Travel:	0.00
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Travel Description:

Supplies/Materials:	10259.00	Supplies/Materials Other Funds:	0.00	Total Supplies/Materials:	10259.00
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Supplies/Material Description: -materials for hands-on science activities for preschool - elementary students (approximately 118 items)
-materials for coding and robotics activities for middle- and high-school students (15 items)
-books on topics covered by kits (approximately 60 books)
-DVDs on topics covered by kits (approximately 56 DVDS)
-storage cases and folders

Attachment 1

Equipment:

Equipment
Other Funds:

Total
Equipment:

Equipment Description:

Services: 0.00

Services 0.00
Other Funds:

Total 0.00
Services:

Services Description:

Total Direct 10259.00
Costs:

Total Direct 0.00
Other Funds:

Total Direct 10259.00
Total Costs:

Base:

Indirect Rate
(0-1):

Indirect 0.00
Costs:

Indirect 0.00
Costs Total
Cost:

Indirect Costs Description:

Total Grant 10259.00
Fund:

Total Other 0.00
Funds:

Total Costs: 10259.00

Expected Program None.
Income:

☒ Submit Grant
Application

Application 3/11/2016 7:11 PM
Submit Date:

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
SPECIAL PROJECTS GRANT PROGRAM**

Grant Number: 478-17007

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Subrecipient: Town of Flower Mound, Flower Mound Public Library
3030 Broadmoor Ln
Flower Mound, TX 75022-2703
DUNS No.: 027941160

II. TERM OF GRANT

September 1, 2016, through August 31, 2017 (State Fiscal Year (SFY) 2017)

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the approved grant application (Special Projects Grant for SFY 2017) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$10,259. Indirect costs, as included in the total amount awarded, shall not exceed 0.0000 or \$0 as indicated in the budget below.
- B. Source of funds:
Institute of Museum and Library Services (IMLS)
CFDA Name: LSTA State Grants CFDA #: 45.310
Federal Award Identification #: LS-00-16-0044-16; Federal Award Date: February 8, 2016
- C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.
- D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.
- E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Subrecipient must submit the final request for reimbursement no later than **September 30, 2017**.
- F. The Subrecipient may not obligate or encumber grant funds after **August 31, 2017**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2017**.
- G. Interest earned in excess of \$500 on advanced funds, must be returned to TSLAC, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to TSLAC per requirements in UGMS. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **June 15, 2017**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section IV. A. above.
- H. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	\$0
Travel	\$0
Equipment/Property	\$0
Supplies	\$10,259
Services	\$0
Consultant Fees	\$0
Indirect Costs	\$0
Total	\$10,259

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Subrecipient must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a request for Budget and/or Program Revision electronically on the TSLAC GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **July 15, 2017**. Requests received after this date will generally be declined, but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a Budget and/or Program Revision to TSLAC before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes require an approved Budget Revision under any of the following conditions:
 - 1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant;
 - 2. Transferring any funds into a budget cost category that currently equals zero (\$0);
 - 3. Expending any program income earned through the utilization of resources funded by this grant; or,
 - 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:
 - 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
 - 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V.A.1. are met, any fiscal changes to items listed in the Equipment/Property Budget category specified in Section IV. H of this contract will require a pre-approved Budget Revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Subrecipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. Equipment costing \$5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient, and inform Subrecipient of approval once received.
- D. The Subrecipient agrees to submit the most current TSLAC Equipment/Property Report electronically via TSLAC'S GMS after all requested funds have been reimbursed, but no later than **October 31, 2017**, for all equipment/property purchased with grant funds during the SFY 2017 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved budget and/or program revisions.
- E. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- F. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory, and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC, but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines
- B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via the TSLAC GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures, as

defined by TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

Reporting Period

Q1 (September 1, 2016–November 30, 2016)

Q2 (December 1, 2016–February 28, 2017)

Q3 (March 1, 2017–May 31, 2017)

Q4 (June 1, 2017–August 31, 2017)

Due Date

December 7, 2016

March 7, 2017

June 7, 2017

September 7, 2017

- C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))
- D. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2017, to TSLAC no later than **December 31, 2017, or other deadline as specified by TSLAC.**
- E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the Special Projects Grant Program Guidelines for SFY 2017.
- B. The Subrecipient will comply with the Rules for Administering the Special Projects Grant, Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412; and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Subrecipient will comply with the rules and guidance of the following as applicable:
 - 1. Texas Uniform Grants Management Standards (UGMS) (*comptroller.texas.gov/procurement/catrad/ugms.pdf*); and
 - 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (*https://federalregister.gov/a/2013-30465*).
- D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or state government purposes. (2 CFR §200.315)
- E. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC have the right to:
 - 1. obtain, reproduce, publish or otherwise use, the data produced under a Federal award; and
 - 2. authorize others to receive, reproduce, publish or otherwise use such data for Federal or state government purposes.
- F. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (*www.imls.gov/recipients/imls_acknowledgement.aspx*) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- G. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- H. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents,

papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- I. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award
- J. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017 is submitted on December 31, 2018. **The Subrecipient must maintain all grant-related records through December 31, 2021. Subrecipients that operate as state agencies must comply with S.B. 20 (Section 441.1855) relating to state agency contracting and the retention of all contract-related documents.**

In the event the Subrecipient or receiving entity no longer exists, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.
- K. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:
 1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
 2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV.G. of this document and according to a timeline mutually agreed upon by both parties.
- L. In the event the Subrecipient loses all staff prior to the end of the grant period or the termination date, whichever is earlier, the Subrecipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
 1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See UGMS, Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Erica McCormick, Grants Administrator
 Phone: 512-463-5527/ Fax: 512- 936-2306
 E-mail: emccormick@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant.
- B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XII. GRANT CERTIFICATIONS

- A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412 regarding the Special Projects Grant Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.
- B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.
- E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

- G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

XIII. SIGNATURES

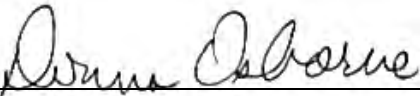
The undersigned hereby execute this contract.

GRANTOR

Texas State Library and Archives Commission

Mark Smith, Director and Librarian

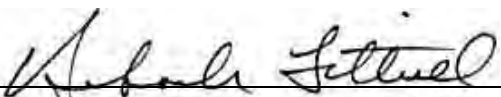
Date



Donna Osborne, Chief Financial Officer

8/30/2016

Date



Deborah Littrell, Library Development and Networking Director

8/30/2016

Date



Erica McCormick, Grants Administrator

8/30/2016

Date

SUBRECIPIENT

Town of Flower Mound, Flower Mound Public Library

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 19, 2016

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

BACKGROUND INFORMATION: The Town Council is required by the Public Funds Investment Act of 1987 ("Act") and the Town's Investment Policy ("Policy") to review the investment policy and strategies, not less than annually, and adopt a resolution stating that the investment policy has been reviewed and revised if required.

The Policy provides the guidelines by which the Town of Flower Mound will maintain the minimum amount of cash in its bank accounts to meet daily needs and to provide protection for its principal while maximizing the investment of all available cash. The Policy was adopted pursuant to the provisions of the Act, as amended, Chapter 2256, Texas Government Code.

The Town Council is required by the Act and the Policy to review the investment policy and strategies, not less than annually, and adopt a resolution stating that the Policy has been reviewed. No revisions are recommended at this time.

Approval of the attached proposed resolution will not only continue compliance with the Act, but will also continue the Town's safe and prudent investment of available funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: This standard investment policy resolution was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Resolution including Exhibit A, the Proposed Investment Policy.

RECOMMENDATION: Move to approve a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

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

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE TOWN AS REQUIRED ANNUALLY BY THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Director of Treasury Operations for the Town has prepared, and the Town Council has previously adopted, a policy regarding the investment of Town funds to comply with the Public Funds Investment Act of 1987, located in Title 2, Chapter 11, of the Town's Personnel and Administrative Regulations Manual ("Investment Policy"); and,

WHEREAS, the purpose of the Investment Policy is to provide guidelines by which the Town will maintain the minimum amount of cash in its bank accounts to meet daily needs, and to provide protection for the Town's principal while receiving the highest yield possible from investing all temporary excess cash; and,

WHEREAS, the Town Council is required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the Investment Policy to review the investment policies and strategies, not less than annually, and adopt a resolution stating that the Investment Policy has been reviewed and updated if updates are required; and,

WHEREAS, the Director of Treasury Operations has determined that no revisions to the Investment Policy are necessary; and,

WHEREAS, the Town Council has reviewed and desires to adopt the Investment Policy, pursuant to the recommendation by the Director of Treasury Operations, as the official Town policy regarding investment of Town funds;

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

SECTION 1

The following policy, attached hereto as Exhibit A and made a part hereof by reference, has been reviewed by the Town Council and is hereby adopted as the official Investment Policy of the Town pursuant to the provisions of the Public Funds Investment Act.

SECTION 2

The attached policy shall be filed with the Town Secretary as an official record of the Town.

SECTION 3

The attached policy replaces the Investment Policy which was adopted by the Town by Resolution No.16-15 and became effective September, 21, 2015.

Resolution No. _____

Page 2

SECTION 4

This resolution shall take effect immediately from and after the date of its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS 19th DAY OF SEPTEMBER, 2016.**

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

Exhibit A

TITLE II ADMINISTRATIVE POLICIES

CHAPTER 11: INVESTMENT POLICY

11.01 Purpose

This policy shall provide the guidelines by which the Town of Flower Mound will maintain the minimum amount of cash in its bank accounts to meet daily needs, and to provide protection for its principal while receiving the highest yield possible from investing all temporary excess cash. This policy is being adopted pursuant to the provisions of the Public Funds Investment Act of 1987, Chapter 2256 of the Texas Government Code, as amended, and supersedes all other investment policies.

11.02 Scope

This Investment Policy applies to the investment activities of the Town of Flower Mound, excluding the specific funds cited hereafter.

This policy shall not govern funds which are managed under separate investment programs. Such funds currently include Employees' Retirement Funds of the Town of Flower Mound, other funds established by the Town for deferred employee compensation, and certain private donations. The Town shall and will maintain responsibility for these funds to the extent required by Federal and State Law, the Town Charter, and donor stipulations.

The following funds, as well as other funds that may be created from time to time, shall be administered in accordance with the provisions of this policy: cash equivalent assets of the General Fund, Utility Fund, Capital Project Funds, Debt Service Fund, Special Revenue Funds and any other fund of the Town not specifically excluded in these policy guidelines.

11.03 Investment Strategy

The overall strategy of the Town's investment objective shall be to ensure a) the understanding of suitability of investment to the financial requirements of the Town, b) preservation and safety of principal, c) liquidity, d) marketability of the investment, if the need arises to liquidate the investment before maturity, e) diversification of the investment portfolio; and f) yield.

The Town maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

The Town may invest various types of funds in a commingled pool in order to achieve efficiencies in the investment program. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term securities which will compliment each other in a ladder or barbell maturity structure. A dollar weighted average maturity of 365 days or less will be maintained and calculated by using the stated final maturity date of each security.

- B. Investment strategies for debt service funds, if invested separately, shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date. The dollar weighted average maturity will be 180 days or less to accomplish this goal.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium. Such securities will tend to hold their value during economic cycles. The dollar weighted average maturity will be no greater than 730 days.
- D. Investment strategies for special projects or special purpose fund portfolios, if invested separately, will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date. The dollar weighted average maturity will be 90 days or less to accomplish this goal.
- E. Investment strategies for capital project funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date. The dollar weighted average maturity will be 365 days or less to accomplish this goal.

11.04 Objective

In terms of day-to-day investment purposes, the core objectives of the Town's investment policy shall be to first preserve the capital in the overall portfolio. Each investment transaction shall seek to first ensure that capital losses are

avoided, whether they are from securities defaults or erosion of market value. The second objective shall be liquidity and the final objective shall be the yield of the investment.

- A. To prevent the possibility of loss of resources, the Town will attempt to identify and limit exposure to market price risk and default risk, or not invest in a manner which is contrary to applicable Federal and State regulations. To further protect the Town's resources, credit rating changes for securities held by the Town will be monitored in coordination with the Town's financial advisor.
- B. To enable the Town to meet operating requirements that might be reasonably anticipated, the Town's investment portfolio will remain sufficiently liquid. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
- C. Management of the investment portfolio will strive to achieve a rate of return commensurate with the legal, safety and liquidity considerations. In any event, yield should exceed the average rate of return of secondarily-traded three (3) months U.S. Treasury Bills, or the monthly average of the Federal Funds Effective rate, whichever is higher. The first measure of success in this area will be the attainment of enough income to offset inflationary increases. Even though steps will be taken to obtain this goal, the Town's staff shall constantly be cognizant of risk limitations pursuant to the provisions of the amended Public Funds Investment Act, Section 2256.006(a) of the Texas Government Code.
- D. All participants in the investment process shall seek to act responsibly as stewards of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment programs, or which could impair their ability to make impartial investment decisions. Any investment officer who is related within the second degree by affinity or consanguinity as determined pursuant to the Texas nepotism statute, Chapter 573 of the Texas Government Code, as amended, to an individual seeking to sell an investment to the Town, or who has a prohibited personal business relationship, as defined in Section 2256.005 of the Texas Government Code, as amended, shall file a statement disclosing that relationship and any personal business relationship or material financial interests with the Town Council and the Texas Ethics Commission. The Director of Treasury Operations, or anyone involved in investment activity, shall avoid any transactions that might impair public confidence in the Town's ability to govern effectively. The governing body recognizes that in diversifying the portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the content of the overall portfolio's investment return, provided that adequate diversification has been implemented.

11.05 Investment Committee

There is hereby created an Investment Committee consisting of the Town Manager and/or his designee, the Assistant Town Manager/Chief Financial Officer (CFO) and/or his designee, and the Director of Treasury Operations. The Investment Committee shall meet at least quarterly to determine general strategies and to monitor results. Included in its deliberations will be such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the Town's funds, authorization of brokers and dealers, and the target rate of return on the investment portfolio. The committee shall establish its own rules of procedures, including, but not limited to maintaining a record of their meetings and discussions included therein.

11.06 Responsibility and Standard

- A. The management responsibility for the investment program is hereby delegated to the CFO who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority to the individual(s) responsible for investment transactions. The primary individual who shall be involved in investment activities will be the Director of Treasury Operations. Both the CFO and the Director of Treasury Operations are designated as investment officers. To ensure the maturity and the quality and capability of the investment management, the investment officers are required to have three years of progressively responsible experience. Accordingly, the investment officers shall attend at least one training session containing at least 10 hours of instruction relating to their responsibility under the Act within 12 months after assuming duties. Thereafter, the investment officers shall attend additional investment training sessions containing at least 8 hours of instruction relating to investment responsibilities under the Act not less than once every two years, beginning on the first day of the Town's fiscal year, October 1, and consisting of the two consecutive fiscal years after that date. The training sessions must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with the Public Funds Investment Act. The investment training sessions shall be provided by an independent source approved by the Investment Committee. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the Town may engage in an investment transaction. No persons may engage in investment transactions except as provided under the terms of this policy and the procedures established by the CFO. The CFO shall be responsible for all transactions undertaken, and shall establish a system of control to regulate the activities of the Director of Treasury Operations. The controls shall include a monthly review and an annual review by an external auditor. The reviews will provide internal control by assuring compliance with policies and

procedures.

- B. The Town Manager, CFO, Director of Treasury Operations, and other Town employees associated with investment functions shall be personally indemnified in the event of investment loss provided the Investment Policies and Guidelines are followed.
- C. The standard of prudence to be used by the investment officials shall be the Prudent Investor Rule, and will be applied in the context of managing an overall portfolio: Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officials meeting this standard will be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

- D. The CFO shall direct the preparation and presentation of a written report on the Town's investment transactions for the preceding reporting period for the Town Council and Town Manager. The report shall be provided quarterly, and shall contain the following:
 - 1. A detailed description of the investment position of the Town as of the end of the reporting period.
 - 2. A summary statement of each pooled fund covering:
 - a. Beginning market value for the period (monitored by the Wall Street Journal and software).
 - b. The book and market value of each invested asset at the end of the reporting period by type of fund.
 - 3. The maturity date of each invested asset.
 - 4. Fully accrued interest for the period.
 - 5. The fund group for each individual investment.
 - 6. The compliance of the investment portfolio of the Town as it relates to the investment strategy of the Town and the Public Funds Investment Act.
 - 7. Signatures of all investment officers.
- E. The guidelines of retaining records for seven years, as recommended in the Texas State Library Municipal Records Manual should be followed.

The Director of Treasury Operations shall oversee the filing and/or storing of investment records.

- F. Wire transfer authorization forms shall be kept on file with banking institutions. The authorization form shall identify individuals authorized to make wire transfers and the institutions designated to receive the wire transfer. The Director of Treasury Operations or other authorized representative of the Town should complete a transfer notice and give it to the proper Finance Department personnel. The transfer confirmation received from the bank should be agreed with this notice and the appropriate journal entry made. Wire transfers shall not be executed without written confirmation from authorized Town staff and the proper exchange and verification of personal identification numbers. The Director of Treasury Operations will be authorized to execute repetitive transfers based on appropriate security measures, as established by the CFO.
- G. In the event of the absence of the Director of Treasury Operations, the authority to invest shall be regulated by the controls and procedures outlined by the CFO.

11.07 Investment

- A. Idle funds of the Town of Flower Mound may be invested in:
 - 1. Obligations of the United States of America, its agencies and instrumentalities (maturing in five (5) years or less).
 - 2. Direct obligations of the State of Texas and agencies thereof (maturing in two (2) years) or less.
 - 3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or United States of America or their agencies and instrumentalities (maturing in less than two (2) years) including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
 - 4. Obligations of the states, agencies thereof, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent (maturing in two (2) years or less).
 - 5. Certificates of deposit and share certificates (maturing in two (2) years or less) issued by state and/or national banks or savings and loans associations with main or branch offices in Texas that are:

- a. Guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF) or their successors; or
- b. Secured as described in section 11.09 Principal Protection and Safekeeping.

In addition to the authority to invest funds in certificates of deposit, funds which are secured as described in Section 11.09 Principal Protection and Safekeeping, are invested through:

- a. A broker that has its main office or branch office in Texas and is selected from a list adopted by the Investment Committee; or
 - b. A depository institution that has its main office or branch office in Texas and is selected by the Town.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by a combination of cash and obligations of the United States or its agencies and instrumentalities. Purchases are required to be pledged to the entity, held in the entity's name and deposited at the time investment is made with the entity or a third party, selected by the Director of Treasury Operations, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. Each issuer of repurchase agreements must sign a copy of the Town's Master Repurchase Agreement (termination date must be 30 days or less).
7. An eligible investment pool, if the Town Council by official Town action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. Funds may be invested in money market mutual funds to the extent permitted by and consistent with state statutes and the investment policies and objectives adopted by the investment pool and by providing, at a minimum, the following information:
- a. The types of investments in which money is allowed to be invested.
 - b. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
 - c. The maximum stated maturity date of any investment security within the portfolio.

- d. The objectives of the pool.
- e. The size of the pool.
- f. The names of the members of the advisory board of the pool and the dates their terms expire.
- g. The custodian bank that will safekeep the pool's assets.
- h. Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation.
- i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
- j. The name and address of the independent auditor of the pool.
- k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
- l. The performance history of the pool, including yield, average dollar weighted average maturities, and expense ratios.
- m. Information presented in disclosure instruments or reports must be posted on Internet websites.
- n. Annual audited financial statements must be made available.
- o. Disclose fee breakpoints and state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and investments on behalf of the Town, an investment pool must be rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. (Maximum dollar average weighted maturity must be 60 days or less).

To maintain eligibility to receive funds from and invest funds on behalf of the Town, an investment pool must furnish to the investment officer investment transaction confirmations and a monthly report that contains, at a minimum, the following information:

- a. The types and percentage breakdown of securities in which the pool has invested.
- b. The current average dollar-weighted maturity, based on the stated maturity date, of the pool.
- c. The current percentage of the pool's portfolio in investments that have stated maturities more than one year.
- d. The book value verses the market value of the pool's portfolio, using amortized cost valuation.
- e. The size of the pool.
- f. The number of participants in the pool.
- g. The custodian bank that is safekeeping the assets of the pool.
- h. A listing of daily transaction activity of the entities participating in the pool.
- i. The yield and expense ratio of the pool and a statement regarding how yield is calculated.
- j. The portfolio managers of the pool.
- k. Any changes or addenda to the offering circular.

The Town, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, yield shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission ("SEC"). If an investment pool is functioning as a money market mutual fund, yield must be reported in accordance with the SEC.

- 8. No-load money market mutual funds regulated by the Securities and Exchange Commission which have a dollar weighted average stated maturity of 90 days or fewer and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. A no-load mutual fund is an authorized investment under this subchapter if the mutual fund is registered with the Securities and Exchange Commission, has an average weighted maturity less than two years, is invested exclusively in obligations approved by Chapter 2256.014, Government Code, is continuously

rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and conforms to the requirements set forth in Sections 2256.016(b) and (c), Government Code, relating to the eligibility of investment pools to receive and invest funds of investing entities. The Town of Flower Mound is not authorized to invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as herein set forth above, or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

- B. The Town's authorized investment options are more restrictive than those allowed by state law. Furthermore, this policy specifically prohibits investment in the following investment securities:
1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
 2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
 3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
 4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
- C. It is the policy of the Town of Flower Mound to diversify its investment portfolios. The diversification will protect interest income from the volatility of interest rates and the avoidance of undue concentration of assets in a specific maturity sector; therefore, portfolio maturities shall be staggered. Securities shall also be selected which provide for stability of income and reasonable liquidity. Diversification strategies shall be determined and revised periodically by the Investment Committee. In establishing specific diversification strategies, the following general policies and constraints shall apply:
1. Risk of market price volatility shall be controlled through maturity diversification such that aggregate price losses on instruments with maturities exceeding one (1) year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

2. The Investment Committee shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in U.S. Treasury Securities, federal agencies instrumentalities, repurchase agreements, insured/collateralized certificates of deposit and other securities or obligations. The Investment Committee shall conduct a quarterly review of these guidelines, and shall evaluate the probability of market and default risk in various investment sectors as part of its considerations.

Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations:

<u>Investment Type</u>	<u>% of Portfolio</u>
• U.S. Treasury Notes/Bonds/Bills	100%
• U.S. Agencies and Instrumentalities	75%
• State of Texas Obligations & Agencies	10%
• No-Load Money Market Mutual Fund	25%
• Local Government Investment Pools	70%
• Local Government Obligations	10%
• Repurchase Agreements - Operating	10%
• Repurchase Agreements - Construction	100%
• Certificates of Deposit	100%

- D. Investments will be solicited on a competitive basis with at least three (3) institutions. The Investment Committee can approve exceptions on a case by case basis or on a general basis in the form of guidelines. These guidelines shall take into consideration the investment type maturity date, amount, and potential disruptiveness to the Town's investment strategy. The investment will be made with the broker/dealer offering the best yield/quality to the Town.

11.08 Selection of Banks and Dealers

- A. Town Council shall, by ordinance, select and designate one banking institution as the primary depository for the monies and funds of the Town. The primary depository shall be selected based on solvency and stability and secondly, on rate of interest, services, and cost.
- B. The Director of Treasury Operations shall conduct a comprehensive review of the prospective primary depository's credit characteristics and financial history.
- C. The primary depository shall be selected through a formalized bidding process in response to the Town's request for proposal (RFP) outlining all services required. The Investment Committee shall have the discretion to determine the time span for rebidding the banking services contract; however, a five-year period will be the maximum length of time between

rebidding, as permitted by state law.

- D. Banks and savings and loans associations seeking to establish eligibility for the Town's competitive certificate of deposit purchase program, shall submit financial statements, evidence of federal insurance and other information as required by the Director of Treasury Operations.
- E. The Investment Committee shall be responsible for selecting brokers and dealers of government securities. Their selection shall be among only primary government securities dealers that report directly to the New York Federal Reserve Bank or other secondary firms that are adequately financed to conduct public business. The Investment Committee shall base its evaluation of security dealers and financial institutions upon:
 - 1. Financial conditions, strength and capability to fulfill commitments.
 - 2. Overall reputation with other dealers and investors.
 - 3. Regulatory status of the dealer.
 - 4. Background and expertise of the individual representatives.
- F. Approved brokers and dealers must complete Exhibit A and return it to the Director of Treasury Operations. In dealing with Town funds, the Director of Treasury Operations shall conduct business with securities dealers approved annually by the Investment Committee or with banks selected as outlined above.

11.09 Principal Protection and Safekeeping

- A. All bank and savings and loan associations deposits and investments of Town funds shall be secured by pledged collateral with a market value equal to no less than 103 percent of the principal plus accrued interest less an amount insured by FDIC or NCUSIF. Evidence of proper collateralization in the form of original safekeeping receipts held in institution's trust department or at a third party institution not affiliated with the bank or bank holding company will be maintained in the office of the Director of Treasury Operations at all times. The CFO, Director of Treasury Operations, or other authorized Town representative will approve and release all pledged collateral. Collateral will be reviewed monthly to assure the market value of the securities pledged exceeds the related bank balances. The Town shall request additional collateral in the event that deposits are not sufficiently protected by the pledged collateral.
- B. Safekeeping procedures shall be established by the Investment Committee which clearly define steps for gaining access to the collateral should the Town determine that the Town's funds are in jeopardy. Collateral safekeeping and substitution agreements will be a part of the procedure.

- C. Only securities allowed by the Public Funds Collateral Act shall be eligible to be pledged as collateral. The CFO has the discretion to additionally restrict the securities used as collateral.
- D. All security transactions will be accomplished with authorized security dealers and financial institutions on a delivery-versus-payment (DVP) basis. Securities will be held by the Town's safekeeping agent, which shall be selected through a competitive process (RFP) or that agent's representative in New York City, or in its account at the Federal Reserve Bank.

EXHIBIT A

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the **Town of Flower Mound** (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with the Town of Flower Mound as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Town of Flower Mound; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Town of Flower Mound that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Name: _____

Title: _____

Date: _____

EXHIBIT B

INVESTMENT GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft, bill, or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the Town of Flower Mound. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus

payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The

corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass throughs" is often used to describe Ginnie Maes.

LETTERS OF CREDIT: A financial instrument in which the issuing bank promises to pay a third party on behalf of a second party.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sized can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security

is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

NATIONAL CREDIT UNION SHARE INSURANCE FUND: The federal fund to insure member's deposits in federally insured credit unions. Administered by the National Credit Union Administration, and is backed by the "full faith and credit" of the U.S. Government.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to

finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: A medium-term coupon-bearing U.S. Treasury securities issued as direct obligation of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

The Town of Flower Mound Investment Policy is hereby approved this 19th day of September 2016.

Jimmy Stathatos, Town Manager



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 19, 2016

FROM: Eric Greaser, Fire Chief 

ITEM: Consider approval of an agreement with the Town of Double Oak to provide emergency medical services to the citizens of Double Oak, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town of Double Oak has a paid Police Department and a volunteer Fire Department to provide services to its citizens, but not Emergency Medical Services (EMS) for transporting their sick or injured citizens. To provide these services, the Town of Double Oak has in the past contracted with the City of Highland Village and for the last several years with the Argyle Volunteer Fire District. Double Oak has recently requested that the Town of Flower Mound submit a bid for providing EMS to their town.

Double Oak has less than 100 EMS calls for service per year requiring transport to a local hospital. Flower Mound has three full-time ambulances and a fourth ambulance that can be placed into service to reduce the lag time created by mutual aid if all ambulances are busy with calls in the Flower Mound system. The Town of Flower Mound sees no challenges providing EMS to Double Oak, in part because of its geographical proximity and the proximal distribution of Flower Mound's EMS units to cover Double Oak. Flower Mound currently provides EMS coverage to Double Oak through a mutual aid agreement when the current provider reaches capacity.

The Town of Double Oak agrees to pay the Town of Flower Mound a small annual contract rate of \$29,075 and allow the Town of Flower Mound to bill the EMS transports from Double Oak. With 70-100 EMS transports estimated per year at approximately \$1,200 per transport, which will generate \$84,000 in additional revenue annually for the Town of Flower Mound. Fire services will continue under the mutual aid provision already in place.

FISCAL IMPACT: \$113,075.00

Proposed Revenue:	Account Number(s):
\$ 29,075.00	100-4605
\$ 84,000.00	100-4605

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

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

ATTACHMENTS:

1. Emergency Medical Services Agreement with the Town of Double Oak

RECOMMENDATION: Move to approve an agreement with the Town of Double Oak to provide emergency medical services to the citizens of Double Oak, and authorize the Mayor to execute same on behalf of the Town.

Section 2.02 Term. This Agreement shall continue in force through September 30, 2017 and shall thereafter be automatically renewed for successive one year terms unless either party elects to terminate the Agreement as provided in section 5.03.

Article III
Providing of Services by Flower Mound

Section 3.01 Services.

(a) Flower Mound will provide Emergency Medical Services to Double Oak inside all areas of the corporate boundary of Double Oak. Flower Mound will provide, manage, operate and maintain twenty-four (24) hour First Response and transport medical services on an as needed basis for Double Oak. Flower Mound will maintain all reports and medical records in accordance with all state and federal regulations related to said medical records. Flower Mound will follow all HIPAA-related policies in releasing medical information.

(b) Double Oak agrees to provide Flower Mound with a service area map that is compatible and customary in most global information systems (GIS). Double Oak further agrees to provide Flower Mound any updated or new streets that should be added to the service area map.

Section 3.02 Services Standards.

(a) Flower Mound will determine, in its sole discretion, the manner in which to perform and deliver the Emergency Medical Services. All calls shall be received at the Flower Mound Fire Department, and all alarm procedures shall be wholly under the Flower Mound Fire Department's control.

(b) Emergency Medical Services will be provided in accordance with standard operating procedures of the Flower Mound Fire Department, in conformance with Flower Mound's rules, regulations and ordinances relating to provision of such services. Flower Mound agrees that the Emergency Medical Services provided will meet or exceed all standards related to equipment and service as required by law for operations of MICU.

Article IV
Consideration

Section 4.01 Payments & Special Considerations.

(a) Double Oak agrees to tender to Flower Mound the annual sum of twenty nine thousand and seventy five dollars and no cents (\$29,075.00) for the term of this Agreement. The first payment will be made on the execution of this Agreement and shall be fourteen thousand five hundred and thirty seven dollars and fifty cents (\$14,537.50), which is 50% of the total amount owed to Flower Mound. The second payment of fourteen thousand five hundred and thirty seven dollars and fifty cents (\$14,537.50) will be made to Flower Mound by March 1st, 2017. Hereafter, for each successive term of the Agreement, the first 50% payment shall be made by

October 1 and the second 50% payment shall be made by March 1 of the following year. Notwithstanding anything to the contrary herein, Flower Mound shall be entitled to examine the cost of providing the services as agreed to herein and in its sole discretion, shall be entitled to increase the amount due as appropriate, provided that Double Oak shall be provided notice of any such increase at least ninety (90) days before the October 1st payment is due.

(b) Flower Mound agrees to bill the citizens of Double Oak using its normal procedures through Flower Mound's contracted billing company and the citizens of Double Oak shall be offered the same rates and relief as Flower Mound citizens in accordance with the Town's Code of Ordinances whereby the amount charged for expenses and services related to EMS transports will be billed to the appropriate insurance company and any remaining balance will be written off by the Town of Flower Mound.

Article V

General Provisions

Section 5.01 Insurance. The Fire Department will carry insurance for such purpose and in such amounts as are determined by the Fire Department to be necessary or advisable.

Section 5.02 Regulatory Bodies. Both parties shall comply with all Federal, State, and Flower Mound statutes, ordinances, and regulations applicable to the performance of the services under this Agreement.

Section 5.03 Termination. Either party may terminate this Agreement by giving ninety (90) days written notice of termination to the other party.

This Agreement shall terminate in the event that the governing body of either party shall fail to appropriate sufficient funds to satisfy any obligation of that party hereunder. Termination shall be effective as of the last day of the fiscal period for which sufficient funds were appropriated or upon expenditure of all appropriated funds, whichever comes first. Termination pursuant to this non-appropriation clause shall be without further penalty or expense to either party.

Section 5.04 Personnel. All persons employed by Flower Mound Fire Department that provide Emergency Medical Services under this Agreement will, at the time of such performance, be considered employees of Flower Mound for purposes of personnel and employee benefits, including any claims for workers' compensation or retirement benefits.

Section 5.05 Independent Contractor. Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant, or employee of the other Party. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

Section 5.06 Non-Waiver of Immunities and Defenses. It is expressly understood and agreed that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against third-party claims arising in the exercise of governmental powers and functions.

Section 5.07 Notices. Unless otherwise provided herein, all notices required or permitted by this Agreement shall be made to the following addresses:

Town of Flower Mound
Attn: Jimmy Stathatos, Town Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028

With a copy to:

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

Town of Double Oak
Attn: Charlotte Allen, Town Secretary
320 Waketon Road
Double Oak, Texas 75077

With a copy to:

Nichols, Jackson, Dillard, Hager & Smith, LLP
Attn: David M. Berman
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

Section 5.08 Payments.

(a) Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying party.

(b) All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

Section 5.09 No Assignment. This Agreement is not assignable by either party and any attempt to assign it is void.

Section 5.10 Amendment. This Agreement may be amended at any time by mutual consent of the parties. Any such amendment shall be in writing, attached hereto, and filed with the Town Secretaries or other appropriate official of the parties.

Section 5.11 Entirety. This writing with its attachments and with any amendments, per the foregoing paragraph, constitutes the entire Agreement between Flower Mound and Double Oak, and no oral or written Agreement exists elsewhere to modify same.

Section 5.12 Severability. The provisions of this Agreement are severable. Should any portion of it be adjudged invalid by a court of competent jurisdiction, the remainder of its provisions are to be given full force and effect as if the offending portion did not exist.

Section 5.13 No Third-Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of Flower Mound and Double Oak, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

Section 5.14 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lock-outs, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 5.15 Entire Agreement. This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Section 5.16 Waiver. No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default or breach of any term, covenant, or condition of this Agreement. The payment or acceptance of fees for any period after a default or breach shall not be deemed a waiver of any right or acceptance of defective performance.

Section 5.17 Governing Law And Venue. This Agreement is performable in Denton County, Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 5.18 Construction. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 5.19 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 5.20 Authority. Each party represents and warrants that the undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.

Article VI **Liability**

Section 6.01 Liability. Pursuant to Texas Government Code section 791.006(a), the parties to this inter-local Agreement hereby assign liability for any civil liability that arises from the furnishing of services under this Agreement as follows:

To the extent that immunity from suit is waived by the Texas Tort Claims Act, the governmental unit that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services. However, each party shall be solely responsible for any and all benefits applicable to its own employees, including but not limited to wage, salary, pension, worker's compensation, disability, and medical expenses.

The assignment of liability provided by this Agreement is intended to be the same as the liability assigned under Texas Government Code section 791.006(a) which provides that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishing of those services.

Double Oak agrees to waive rights of subrogation against Flower Mound, its agents, servants, successors, officers and employees, for any loss or damages to persons or property or claims or causes of action resulting from or caused by the rendering of services under the terms of this Agreement.

Executed this ____ day of _____, 2016.

THE TOWN OF FLOWER MOUND, TEXAS:

By: _____

Name: Thomas E. Hayden
Mayor, Town of Flower Mound

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

THE TOWN OF DOUBLE OAK, TEXAS:

By: _____

Name: Mike Donnelly
Mayor, Town of Double Oak

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Mike Donnelly, Mayor of the Town of Double Oak, Texas, on behalf of the Town of Double Oak, Texas.

Notary Public, State of Texas



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: September 19, 2016

FROM: Eric Greaser, Fire Chief 

ITEM: Consider approval of an agreement with Denton County Emergency Services District No. 1 to provide fire suppression and emergency medical services to citizens located in designated areas of the Town of Northlake and other designated areas of Denton County, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Denton County Emergency Services District (ESD) No. 1 is responsible for providing fire, rescue, and emergency medical services to all areas that receive tax funding. Designated areas of the Town of Northlake located within Canyon Falls, as well as designated areas in Denton County, are currently being serviced by The City of Roanoke to the ESD under contract.

Now that Flower Mound is in service with the most western fire engine at Station 6, it is responsible to coordinate emergency service contracts and associated response maps to prevent a responding agency from passing another fire station while responding to a call for service. This coordination also helps to ensure that long mutual aid responses are less frequently needed due to neighbors pulled from their districts.

Due to the large coverage area of the Town of Northlake and the limited capacity of the ESD, contractual services have been used to ensure emergency response. The City of Roanoke has contracted with the ESD to provide services and will continue in areas that are known to be closer to their fire station.

The ESD agrees to pay the Town of Flower Mound an annual contract rate of \$65,675.00 based on the Denton County tax records for the designated areas and allow the Town of Flower Mound to bill the EMS transports from the designated areas. With fifteen EMS transports estimated per year at approximately \$1,200.00 per transport, that would generate \$18,000 in additional revenue annually for the Town of Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$ 83,675.00

Proposed Revenue:	Account Number(s):
\$ 65,675.00	100-4605
\$ 18,000.00	100-4605

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

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

ATTACHMENTS:

1. Automatic Aid Agreement with Denton County Emergency Services District No. 1
2. Denton County tax report for the designated areas in Town of North Lake
3. Denton County tax report for the designated areas in Denton County

RECOMMENDATION: Move to approve an agreement with Denton County Emergency Services District No. 1 to provide fire suppression and emergency medical services to citizens located in designated areas of the Town of Northlake and other designated areas of Denton County, and authorize the Mayor to execute same on behalf of the Town.

**AUTOMATIC AID AGREEMENT BETWEEN
DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND THE TOWN OF
FLOWER MOUND FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This Automatic Aid Agreement (“Agreement”) is made and entered into by and between the DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1, a political subdivision of the State of Texas (“DISTRICT”), and the TOWN OF FLOWER MOUND, TEXAS, a home-rule municipal corporation formed and operating under the laws of the State of Texas (“TOWN”), for the purpose of providing fire protection and suppression services, emergency rescue services, EMS first responder services, emergency medical ambulance transport services, and other emergency and non-emergency responses to the residents and businesses located in the Designated Areas in the DISTRICT on an automatic aid basis. This Agreement provides for the automatic provision of Fire Services and EMS Services by the TOWN to the Designated Areas.

WITNESSETH:

WHEREAS, the DISTRICT is an emergency services district created and operating under Chapter 775, Texas Health and Safety Code, and Article III, Section 48-e, Texas Constitution, which provides fire protection and other emergency services to the residents and businesses within the DISTRICT as allowed by law; and

WHEREAS, Texas Health and Safety Code §775.031(a)(9), *et seq.*, authorizes the DISTRICT to enter into contracts with other entities for making emergency services available to the DISTRICT; and

WHEREAS, the Board of Emergency Services Commissioners of the DISTRICT desires to enter into an automatic aid contract with the TOWN to provide Fire Services and EMS Services to the residents and businesses located in the DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide Fire Services and EMS Services to the residents and businesses that are located in the Designated Areas, which are located within the Denton County Emergency Services District No. 1, more particularly described on Exhibit “A”, which exhibit is attached hereto and included herein for the purpose of establishing the “Designated Areas.”

ARTICLE II. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

DESIGNATED AREAS: The areas depicted outlined in blue on the map attached hereto as Exhibit “A”.

EMERGENCY MEDICAL SERVICES PERSONNEL: A person, at least eighteen (18) years of age, who meets the minimum standards for training and education and is certified as an emergency medical technician or higher by the Texas Department of State Health Services, and is an employee of the TOWN whose job is to perform EMS Services.

EMS EQUIPMENT: Ambulances and other equipment or personal property used by the TOWN for the provision of EMS Services hereunder.

EMS SERVICES: All pre-hospital Emergency Medical Services, including but not limited to, first responder emergency medical services at a minimum level of Basic Life Support, and EMS ambulance transport services at a minimum level of a Mobile Intensive Care Unit (“MICU”) as those terms are defined by applicable Texas laws, rules, and regulations.

FIRE OR EMS ALARM: Any request for emergency or non-emergency Fire Services or EMS Services.

FIRE SERVICES: Fire protection, fire suppression, fire prevention education, hazardous materials control and abatement, emergency rescue, and other emergency and non-emergency services to the public as necessary.

FIREFIGHTER: A person, at least eighteen (18) years of age, who meets the minimum standards for training and education set forth by the Texas Commission on Fire Protection Standards, is certified as an emergency medical technician or higher by the Texas Department of State Health Services and is an employee of the TOWN whose job is to perform Fire Services.

FIREFIGHTING EQUIPMENT: The vehicles and protective clothing designed and used in fire suppression activities to be provided under this Agreement. This includes fire suppression vehicles and all related materials normally carried on or utilized by these vehicles, including, but not limited to hoses, wrenches, generators, exhaust fans, nozzles, ladders rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-out jackets and pants, hazardous materials suits and similar personal protective equipment.

ARTICLE III. TERM

The term of this Agreement begins October 1, 2016 at 12:01 am and ends at midnight, September 30, 2017.

ARTICLE IV. OBLIGATIONS OF THE TOWN

In consideration for the funding provided by the DISTRICT, the TOWN shall provide Fire Services and EMS Services to the Designated Areas in the DISTRICT as if the Designated Areas were a part of the TOWN's service area in Denton County, Texas. The TOWN shall follow the same response protocols and assign the same priority to calls in the Designated Areas as the Town follows and assigns to calls in the TOWN's corporate limits. The TOWN's provision of Fire Services and EMS Services to the Designated Areas under this Agreement shall be similar to the service provided by the TOWN within the TOWN's corporate limits, with the understanding that the results or outcomes achieved by the provision of the services cannot be, and are not, guaranteed to be the same or similar. The TOWN agrees to perform, at a minimum, the following services and comply with the following conditions for the benefit of those persons residing in the Designated Areas:

- A. The TOWN will provide the Fire Service and EMS Services to the Designated Areas in accordance with the terms of this Agreement.
- B. The TOWN will comply with all applicable laws, rules, or regulations when providing Fire Services and EMS Services under this Agreement.
- C. The TOWN will monitor the Fire and EMS Alarm or alert system and radio system on a twenty four (24) hour per day, seven (7) day per week basis.
- D. The TOWN will respond to emergency and non-emergency calls for Fire Services and EMS Services within the Designated Areas on a twenty-four (24) hour per day, seven (7) day per week basis.
- E. The TOWN will respond to emergency and non-emergency calls for Fire Services and EMS Services when dispatched in the Designated Areas on the same priority as provided to the residents and businesses of the TOWN.
- F. The TOWN will follow the National Incident Management System (NIMS), as promulgated by the U.S. Department of Homeland Security, when responding to emergency calls in the Designated Areas requiring the use of the TOWN's equipment or personnel.

- G. The TOWN will strive to have an average response time of twelve (12) minutes or less for eighty-five percent of the emergency calls to which the TOWN is dispatched in the Designated Areas.
- H. The TOWN will provide all personnel, equipment, and vehicles necessary to provide Fire Services and EMS Services under in this Agreement. The DISTRICT is under no obligation to provide any personnel, equipment, or vehicles to the TOWN, and the DISTRICT shall not accrue any equity or ownership in any personnel, equipment, or vehicles provided, owned, or used by the TOWN to provide Fire Services and EMS Services under this Agreement. The TOWN will be responsible for the registration, licensing, inspection, repair, maintenance, and operation of all equipment owned by the TOWN.
- I. The TOWN has executed a Mutual Aid Agreement with the State of Texas and on file with the North Central Texas Council of Governments. It is understood and agreed by the TOWN that the TOWN will be providing services to the DISTRICT in conjunction with the Argyle Volunteer Fire District, Roanoke Fire Department and the Justin Community Volunteer Fire Department, Inc.
- J. The TOWN will maintain, as required by applicable law, appropriate records of each emergency and non-emergency response provided to the Designated Areas.
- K. The TOWN will maintain insurance coverage or financial responsibility in the amounts the TOWN deems appropriate to account for the risks associated with performing the Fire Services and EMS Services under this Agreement.
- L. The TOWN will provide similar fire prevention program opportunities to the middle school located within the Designated Area as provided by the TOWN within the TOWN's corporate limits.

ARTICLE V. OBLIGATIONS OF DISTRICT

- A. In consideration for the Fire Services and EMS Services to be provided by the TOWN under this Agreement, the DISTRICT, being a duly created political subdivision of the State of Texas located in Denton County, Texas, agrees to pay the TOWN SIXTY-FIVE THOUSAND SIX HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$65,675.00), as available and as approved and appropriated by the DISTRICT's Commissioners from the DISTRICT's tax revenues, for the provision of Fire Services and EMS Services by the TOWN to the Designated Areas.
- B. The DISTRICT shall make the payment described in subsection A in three installments of TWENTY-ONE THOUSAND EIGHT HUNDRED NINETY-ONE & 67/100 DOLLARS

(\$21,891.67) each. The DISTRICT shall pay the first installment on or before December 31, 2016, the second installment on or before February 1, 2017, and the third installment on or before April 1, 2017. The TOWN agrees to invoice the DISTRICT not earlier than thirty (30) days and not later than fifteen (15) days before each installment is due.

- C. Not less than sixty (60) days before the expiration of the term of this Agreement, the TOWN and the DISTRICT will meet to discuss the Designated Areas and the services to be provided for the following year and to prepare an anticipated budget for the provision of Fire Services and EMS Services to the Designated Areas for the following fiscal year.
- D. The DISTRICT, in making payments hereunder for governmental functions or services, shall make payments from current revenues available to the DISTRICT.
- E. It is understood and agreed that the funding for the term set forth above has been approved and appropriated by the DISTRICT but that the DISTRICT'S obligation under this Section is contingent upon actual receipt by the DISTRICT of tax funds from the Denton County tax office, which performs the service of collection of taxes for the DISTRICT.
- F. It is further understood and agreed that the TOWN'S obligation to perform Fire Services and EMS Services under this Agreement is contingent upon the actual receipt of the payments described in subparagraphs A and B above.

ARTICLE VI. LIABILITY

- A. Pursuant to Texas Government Code section 791.006(a), the parties to this interlocal Agreement hereby assign liability for any civil liability that arises from the furnishing of services under this Agreement as follows:

To the extent that immunity from suit is waived by the Texas Tort Claims Act, the governmental unit that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services. However, each party shall be solely responsible for any and all benefits applicable to its own employees, including but not limited to wage, salary, pension, worker's compensation, disability, and medical expenses.

The assignment of liability provided by this Agreement is intended to be the same as the liability assigned under Texas Government Code section 791.006(a) which provides that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishing of those services.

- B. The District agrees to waive rights of subrogation against the TOWN, its agents, servants, successors, officers and employees, for any loss or damages to persons or property or claims or causes of action resulting from or caused by the rendering of services under the terms of this Agreement.

ARTICLE VII. AMENDMENT

No amendment, modification, or alternation of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties to this Agreement.

ARTICLE VIII. MISCELLANEOUS

- A. Either party to this Agreement may terminate this Agreement at any time by giving sixty (60) days advance notice of the termination to the other party in writing. The notice under this provision must be given in accordance with paragraph I of this article.
- B. This Agreement is executed in Denton County, Texas, and venue over any action relating to any provision of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed by the laws of the State of Texas.
- C. In an action brought to enforce any provision of this Agreement, the non-prevailing party shall pay the reasonable attorney's fees, expenses and costs of the prevailing party.
- D. The persons signing this Agreement warrant that they are authorized to enter into this Agreement on behalf of the respective entities that they represent and to bind those entities to the provisions of this Agreement.
- E. This Agreement contains the entire agreement between the parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both parties.
- F. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.
- G. In the event that any one or more of the provisions contained in the Agreement shall be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.

- H. The governing body of each party to this Agreement shall authorize entry by such party into this Agreement.
- I. Any notices under this Agreement, excluding reporting requirements by the parties, shall be sent by certified mail, return receipt requested, or by personal delivery addressed to the appropriate party at the following addresses:

If to the DISTRICT: President
Denton County Emergency Services District No. 1
511 S. Gibbons Rd
Argyle, Texas 76226

With a copy to: Secretary
Denton County Emergency Services District No. 1
511 S. Gibbons Road
Argyle, Texas 76226

If to the TOWN: Thomas E. Hayden
Mayor
2121 Cross Timbers Road
Flower Mound, TX 75028

With a copy to: Theresa Scott
Town Secretary
2121 Cross Timbers Road
Flower Mound, TX 75028

Eric V. Greaser
Fire Chief
Flower Mound Fire Department
3911 S. Broadway Ave.
Flower Mound, TX 75028

Notices shall be effective upon the third day after mailing or, if delivered in person, upon receipt.

- J. It is expressly understood and agreed that by entering into this Agreement neither the DISTRICT nor the TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to either party arising from or related to the activities performed under this Agreement.

This Agreement is executed and signed on this the ____ day of _____, 2016

**DENTON COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

TOWN OF FLOWER MOUND

Jim Carter, Board President

Thomas E. Hayden, Mayor

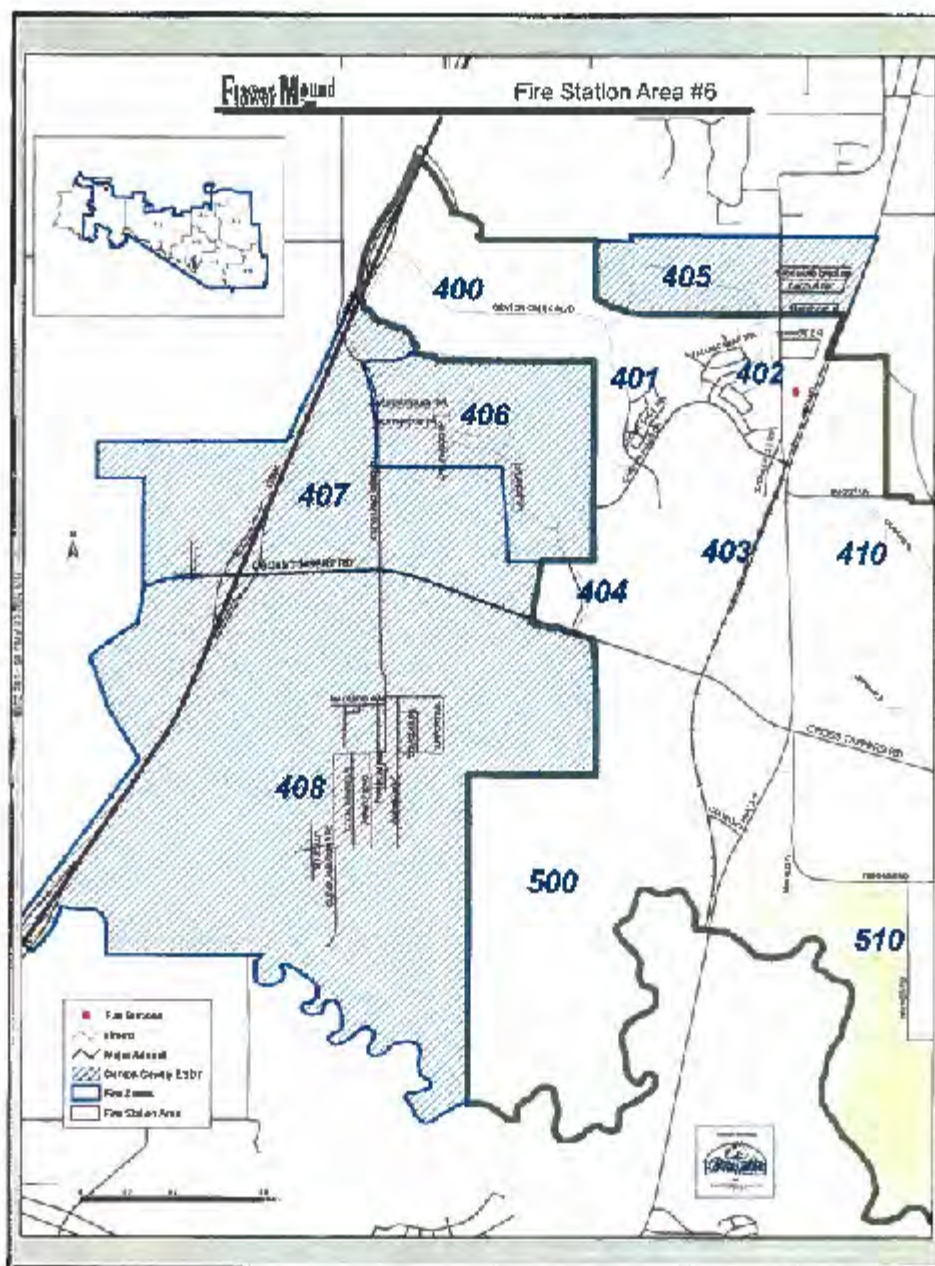
Attest:

Attest:

Steve Harris, Board Secretary

Theresa Scott, Town Secretary

EXHIBIT "A"



DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

FILE_AS_ADDR_LINE1	ZIP	LEGAL_DESC	TAXABLE_VA	SITUS
COOK, CHARLES E & DEB		76262 A0358A A.V. DUNHAM, TR 2, 66.529 ACRES, (NORTHLAKE CITY)	66,529	
KELLY, THOMAS L & THE		76262 A0358A A.V. DUNHAM, TR 2, 8.606 ACRES, (OUTSIDE CITY) OLD DCAD TR #1	20,910	12375 CLEVELAND GIBBS RD
HICKS, EVA E		76262 A0501A A. M. GAULTNEY, TR 1, 99.891 ACRES, OLD DCAD TR 1	25,935	
BAKER, JORENE		76262 A0501A A. M. GAULTNEY, TR 10, 1.0 ACRES	55,760	12069 JOYCE LN
HURLEY, LORAND R		76262 A0501A A. M. GAULTNEY, TR 13, 1.39 ACRES, OLD DCAD TR 2G	68,819	JOYCE LN
LEWIS, BRENDA		76121 A0501A A. M. GAULTNEY, TR 14, 1.172 ACRES, SN#1 GDVKMS22794374A, SN#2 GDVKMS22794374B	0	12013 JOYCE LN
HARJO, SUNDEA W/LIFE		76262 A0501A A. M. GAULTNEY, TR 15, .9617 ACRES, OLD DCAD TR 2(11)	44,349	700 EDNA ST
SALINAS, GUADALUPE		76262 A0501A A. M. GAULTNEY, TR 16, .97 ACRES, OLD DCAD TR 2(10)	58,540	EDNA ST
MCCARTY, FRED D, JR		76262 A0501A A. M. GAULTNEY, TR 17, .747 ACRES, OLD DCAD TR 2(15)	29,880	JOYCE LN
NIELSEN, KATHARINE M		76262 A0501A A. M. GAULTNEY, TR 18, .756 ACRES, OLD DCAD TR 2(11A)	43,434	EDNA ST
DAUM PLUMBING CO		75234 A0501A A. M. GAULTNEY, TR 19, .708 ACRES, OLD DCAD TR 2(16)	60,860	11969 JOYCE LN
REDI-MIX #135		76040 A0501A A. M. GAULTNEY, TR 2, 1.482 ACRES	96	
TRINITY RIVER AUTHORITY		76004 A0501A A. M. GAULTNEY, TR 20, .984 ACRES, OLD DCAD TR 2(14)	39,964	11951 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 21, .953 ACRES	56,749	11939 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 22, 0.897 ACRES, SN#1 12516929A, SN#2 12516929B	8,181	11929 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 23, .839 ACRES, OLD DCAD TR 2(19)	53,429	11917 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 25, 1.576 ACRES, OLD DCAD TR 2B SN#1 TXFLOK1AG180311927	12,072	11909 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 26, .592 ACRES, OLD DCAD TR 2E	28,107	11903 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 27,28, 1.148 ACRES, OLD DCAD TR 2C,2D	45,920	11908 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 29, .574 ACRES, OLD DCAD TR 2(23)	57,929	11926 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 30, .574 ACRES, OLD DCAD TR 2(26)	22,960	11936 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 31,32, 1.15 ACRES, OLD DCAD TR 2(12),2(13)	50,462	11952 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 33, .574 ACRES, OLD DCAD TR 2(20)	22,960	JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 34, .809 ACRES	43,760	11986 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 35,36, 1.3454 ACRES, OLD DCAD TR 2(6),2(7),2(8)	0	12016 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 37, .574 ACRES, PT OF OLD DCAD TR 2(6),2(7),2(8)	36,603	12048 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 38, .574 ACRES, OLD DCAD TR 2(9)	52,278	12058 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 39, .508 ACRES, OLD DCAD TR 2(29B)	56,051	12076 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 4, .24 ACRES	22	
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 40, .5 ACRES, SN#1 CW2002458TXA	43,157	12084 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 41, .5 ACRES, SN#1 2845B480549960	0	12094 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 42, 5.118 ACRES, OLD DCAD TR 2(29)	10,931	11960 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 43, .5 ACRES	20,000	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 44, .5 ACRES, OLD DCAD TR 2(30B)	20,000	12016 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 45, .5 ACRES	20,000	12040 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 46, .5 ACRES, SN#1 KBXTXSN080434	0	12052 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 47, .5 ACRES	60,436	12072 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 48, .5 ACRES	27,672	12090 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 49, 1.0 ACRES, OLD DCAD TR 2(29A)	59,931	12104 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 5, 4.0 ACRES	360	
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 50, .703 ACRES, OLD DCAD TR 2(5)	18,278	12116 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 51, .696 ACRES	36,147	12136 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 52,53, 1.594 ACRES, OLD DCAD TR 2(2),2(3)	66,097	6014 EDNA ST
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 54, .944 ACRES, OLD DCAD TR 2(31)	9,260	12216 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 55, .646 ACRES, OLD DCAD TR 2(30) SN#1 PH056504A, SN#2 PH056504E	41,939	12240 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 56, .641 ACRES, OLD DCAD TR 2(18)	29,659	12258 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 57, .637 ACRES, OLD DCAD TR 2(17)	68,894	12278 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 58, .632 ACRES, OLD DCAD TR 2(27)	0	12294 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 59, .63 ACRES, OLD DCAD TR 2(33) SN#1 75330583	33,738	12300 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 6, 2.496 ACRES, OLD DCAD TR 2(29H)	53,309	11960 CLEVELAND GIBBS ST
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 60, .623 ACRES, OLD DCAD TR 2(28)	9,045	12324 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 61, .618 ACRES, OLD DCAD TR 2(32)	33,489	12350 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 62,63, 1.219 ACRES, OLD DCAD TR 2(21),2(22)	59,347	12374 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 7, .677 ACRES, OLD DCAD TR 2(29F)	29,788	JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 8, .719 ACRES, SN#1 208719S8517	0	12093 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 9, .821 ACRES, SN#1 OC0384484A, SN#2 OC0384484B	47,391	12081 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0701A JOHN KENNEDY, TR 1 & 2, 72.21 ACRES, OLD DCAD #2	50,281	
TEXAS AIR CLASSICS INC		76262 A0701A JOHN KENNEDY, TR 3 & 4, 14.7 ACRES	809	12375 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1(PT), 77.8161 ACRES, (NWISD)(CITY OF NORTHLAKE)	12,762	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1, 10.8693 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	0 TAX EXEMPT	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1A(2), 7.336 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	150,388	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1A, 0.009 ACRES, (METER STATION 5.0GB)	0	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1A, 116.3329 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	0	TAX EXEMPT
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1B, 0.1150 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1C, 0.1150 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1D, 0.1150 ACRES, (NWISD) (CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1E, 0.1150 ACRES, (NWISD) (CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1F, 0.1150 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1G, 10.284 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 2(PT), 2.9999 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 2(PT), 7.2813 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0858A J.C. MEYERS, TR 3, 11.95 ACRES, OLD DCAD TR #2	19,530	
TEXAS AIR CLASSICS INC		76262 A0890A WM MURRY, TR 1 & 2, 28.79 ACRES	2,591	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 1, 33.6969 ACRES, OLD DCAD TR #2 SN#1 TXFLX12A33262FD12, SN#1 123256	6,908	9804 & 9808 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 11, .852 ACRES, OLD DCAD TR #8	89	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 1A, 35.947 ACRES	7,369	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 2, 29.62 ACRES, OLD DCAD TR #1	4,975	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 3, 34.133 ACRES, OLD DCAD TR #3	2,219	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 4, 3.0 ACRES, OLD DCAD TR #4	2,458	16921 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 5,6, 21.06 ACRES, OLD DCAD TR #4A	4,317	

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 5A, 2.0 ACRES	410 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 5B,6B, 1.7934 ACRES	368
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 6A, 1.7934 ACRES	368
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 6C, 1.7934 ACRES	368
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 6D, 3.19 ACRES	1,756 10391 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 8, 7.156 ACRES	1,499
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 8A, 5.9229 ACRES	1,806
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 9(PT),10(PT), 295.5197 ACRES, OLD DCAD TR #1,5,6,7	148,737 12699 FM 1171
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 1, .142 ACRES, OLD DCAD TR #91	10,908 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 10, .1877 ACRES, OLD DCAD TR #1A, HANGAR #9	13,663 142 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 100, 1.072 ACRES, OLD DCAD TR #59	22,834 12115 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 101, .9 ACRES, OLD DCAD TR #60	43,949 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 102, .874 ACRES, SN#1 HIO5265A	36,000 12219 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 104, .1005 ACRES	0 11695 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 12, .15 ACRES, OLD DCAD TR #88	12,647 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 13, .152 ACRES, OLD DCAD TR #76	12,700 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 14, .17 ACRES, OLD DCAD TR #84	65,853 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 15, .18 ACRES, OLD DCAD TR #85	13,681 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 16, .181 ACRES, OLD DCAD TR #86	137,509 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 17, .1828 ACRES, OLD DCAD TR #93	146,226 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 18, .1828 ACRES, OLD DCAD TR #95	154,464 124 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 19, .202 ACRES, OLD DCAD TR #2F	151,242 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 2, .143 ACRES, OLD DCAD TR #92	54,674 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 21, .2134 ACRES, OLD DCAD TR #89	191,410 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23, 6.0798 ACRES, OLD DCAD TR #67,75,80	30,042
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23A, .334 ACRES, OLD DCAD TR #2B	156,603 24 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23C, .204 ACRES, OLD DCAD TR #2D	155,024 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23D, .203 ACRES	154,766 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23E(1), .233 ACRES	30,468
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23E, .027 ACRES	9
BLOM, DAVID R	75078 A1128A G RAMSDALE, TR 23F, .2052 ACRES	152,343 116 BOEING WAY
ARNOLD, AMBER L	75002 A1128A G RAMSDALE, TR 23G, .2062 ACRES	157,000
MAZZA, KRISTEN A	75025 A1128A G RAMSDALE, TR 23(1), .21 ACRES	11,033 106 BOEING WAY
TOLEDO, VICTOR	75225 A1128A G RAMSDALE, TR 23I, 3.0815 ACRES	13,423
BELL, JAMES R	75287 A1128A G RAMSDALE, TR 23J, .2091 ACRES	54,642
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23K, 10.008 ACRES	3,270 RUNWAY & TAXIWAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 24, 2.947 ACRES, OLD DCAD TR #69	963
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 25, .27 ACRES, OLD DCAD TR #68	12,349
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 26, 2.96 ACRES, OLD DCAD TR #3	491,007
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 27, .986 ACRES, OLD DCAD TR #72	322
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 28, .15 ACRES, OLD DCAD TR #82	243,232 11471 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 3, .135 ACRES, OLD DCAD TR #79	10,725 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 30, .31 ACRES, OLD DCAD TR #67A	337,000 1528 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 31 & 34C, .17 ACRES	9,299
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 32 & 33, .15 ACRES, OLD DCAD TR #73 & 83	12,300
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 34A, .1004 ACRES	229,000 11505 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 34B, .0502 ACRES	13,116
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38(C), .27 ACRES	707,472 11679 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38, .21 ACRES	24,270
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38A, .3269 ACRES, OLD DCAD TR #94	350,000 11699 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38B, .164 ACRES, OLD DCAD TR #71	267,306 11675 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38D(1), ACRES .203	17,500
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38D, ACRES .187	17,512 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 40, .2972 ACRES, OLD DCAD TR #55B	38,838 11695 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 41A, 1.0 ACRES, OLD DCAD TR #56A	60,500 11690 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 43, .626 ACRES, OLD DCAD TR #46A(1)	13,000 11544 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 44, .618 ACRES, OLD DCAD TR #46	245,945 11530 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 44A, .63 ACRES	25,200 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 45 & 46, 1.0 ACRES, OLD DCAD TR #36 & 43	137,775 11470 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 47,48,49, 1.508 ACRES, SN#1 PH229768	62,904 1608 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 50 & 51, 1.0076 ACRES, OLD DCAD TR #19 & 20	60,960 11398 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 52, .504 ACRES, SN#1 HCTXSN6459A, SN#2 HCTXSN6459B	43,103 11354 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 58,59, 1.005 ACRES, OLD DCAD TR #18 SN#1 OC05903316A, SN#2 OC05903	3,702 11389 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 60, .502 ACRES, OLD DCAD TR #26	20,080 11421 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 61, .502 ACRES, OLD DCAD TR #29	20,080
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 62, .501 ACRES, OLD DCAD TR #34	44,880 11455 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 63 & 64, .998 ACRES, OLD DCAD TR #37 & 42 SN#1 1078470533778	0 11501 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 65, .63 ACRES, OLD DCAD TR #46A	155,000 11537 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 66, .9978 ACRES, OLD DCAD TR #52	688,192
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 67, 1.31 ACRES, SN#1 0076A, SN#2 0076B	69,151 11635 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 68, 1. ACRES	65,340 11677 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 69, .942 ACRES, SN#1 C1TXRT020643	0 11703 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 71, 1.433 ACRES, OLD DCAD TR #62	7,821 11682 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 71A, .434 ACRES	65,000 11654 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 72, .81 ACRES	38,709 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 73, 0.82 ACRES, OLD DCAD TR #58	36,770 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 74 & 75, .998 ACRES, OLD DCAD TR #50 & 51	8,835 11560 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 76B, .55 ACRES	265,004 11983 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 77, .628 ACRES	33,163 11522 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 78 & 79, 1.0 ACRES, OLD DCAD TR #38 & 41	40,000
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 80, .5 ACRES, SN#1 KBTXSN2881258	0 11452 COCKLEBURR RD

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

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TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 81, 0.497 ACRES, OLD DCAD TR #25 & 30	10,824	11420 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 82, 0.503 ACRES	145,416	11414 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 83, .504 ACRES	20,160	11388 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 84, .505 ACRES, OLD DCAD TR #17	0	11370 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 85, .506 ACRES	50,219	11350 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 86, .506 ACRES, SN#1 GDVKMS239825631A, SN#2 GDVKMS239825631B	47,959	11330 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 9, .168 ACRES, OLD DCAD TR #1C, HANGAR #8	13,118	144 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 91, .441 ACRES, OLD DCAD TR #16	11,925	11847 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 92, .441 ACRES, OLD DCAD TR #23	61,052	11871 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 93, .442 ACRES, OLD DCAD TR #24 SN#1 TX31767111A, SN#2 TX31767111B	35,833	11899 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 94, .442 ACRES, OLD DCAD TR #31	30,895	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 95, .442 ACRES, OLD DCAD TR #32	23,537	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 96, .442 ACRES, OLD DCAD TR #39	23,537	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 97, .44 ACRES, OLD DCAD TR #40	185,000	11975 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1177A A.P. SHAMBLIN, TR 2, 14.5294 ACRES, (NORTHLAKE CITY)	14,529	
TEXAS AIR CLASSICS INC	76262 A1177A A.P. SHAMBLIN, TR 3, 4.2 ACRES	231	
TEXAS AIR CLASSICS INC	76262 A1244A F. THORNTON, TR 48(NORTHLAKE), 28.3567 ACRES	1,843	135/CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 1, 108.35 ACRES, OLD DCAD TR 2	163,000	13737 FM 1171
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 2, 4.0 ACRES, OLD DCAD TR 1	6,400	
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 3, 1.808 ACRES, OLD DCAD TR 4, Undivided Interest 50.0000000000%	59	
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 6 & 7, 10.6 ACRES	7,666	135W
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 8, 1.549 ACRES	139	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 1(PT), 70.4387 ACRES	38,261	135W
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 100, .024 ACRES, OLD DCAD TR 83 SHT 1 (SEE INTEREST ACCT R157035)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 101, .024 ACRES, OLD DCAD TR 84 SHT 1 (SEE INTEREST ACCT R157036)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 102, .024 ACRES, OLD DCAD TR 85 SHT 1 (SEE INTEREST ACCT R157037)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 103, .024 ACRES, OLD DCAD TR 87, (SEE INTEREST ACCT R157038)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 104, .024 ACRES, OLD DCAD TR 86, SHT 1(SEE INTEREST ACCT R157039)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 107, .029 ACRES	442	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 108,109,123, .064 ACRES, OLD DCAD TR 154 SHT 1 (SEE INTEREST ACCT R157040)	57,504	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 11, 4.67 ACRES, OLD DCAD TR 152 SHT 1	10,171	
DENTON 150 LLC	76262 A1420A FM WOODWARD, TR 110, .024 ACRES, OLD DCAD TR 74 SHT 1 (SEE INTEREST ACCT R157047)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 111, .024 ACRES, OLD DCAD TR 75 SHT 1 (SEE INTEREST ACCT R157049)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 112, .024 ACRES, OLD DCAD TR #72, SHT 1	44,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 115, .024 ACRES, OLD DCAD TR 79 SHT 1 (SEE INTEREST ACCT R157058)	43,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 116,117, .036 ACRES, OLD DCAD TR 69 SHT 1 (SEE INTEREST ACCT R157060)	67,454	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 118, .024 ACRES, OLD DCAD TR 70 SHT 1 (SEE INTEREST ACCT R157063)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 119, .024 ACRES, OLD DCAD TR71 SHT 1 (SEE INTEREST ACCT R157065)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 12, 5.7 ACRES	1,862	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 120, .024 ACRES, OLD DCAD TR #76, SHT 1	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 121, .024 ACRES, OLD DCAD TR 73 SHT 1 (SEE INTEREST ACCT R157067)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 125, .21 ACRES	270,272	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 126, .21 ACRES, OLD DCAD TR 66 SHT 1	27,444	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 127, .36 ACRES, OLD DCAD TR 67 SHT 1	204,753	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 127A, .09 ACRES, OLD DCAD TR 144 SHT 1	196	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 128, .06 ACRES, OLD DCAD TR 59 TR 1	261	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 13, .293 ACRES, OLD DCAD TR 166 SHT 1	76,578	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 130, .081 ACRES, OLD DCAD TR 177 SHT 1	9,199	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 131, .082 ACRES, OLD DCAD TR 61A SHT 1	46,127	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 132, .0748 ACRES, OLD DCAD TR 61 SHT 1	9,137	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 133, .075 ACRES, OLD DCAD TR 62 SHT 1	10,480	600 DOUGLAS DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 134, .06 ACRES, OLD DCAD TR 63 SHT 1	131	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 137,138,156, .067 ACRES, OLD DCAD TR 50 SHT 1 (SEE INTEREST ACCT R157070)	66,650	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 14, 0.552 ACRES, OLD DCAD TR 150 SHT 1	353,298	1100 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 143, .024 ACRES, OLD DCAD TR 55 SHT 1 (SEE INTEREST ACCT R157074)	22,478	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 145-149,167, .1 ACRES	54,245	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 15, .577 ACRES, OLD DCAD TR 178 SHT 1	25,134	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 152, .024 ACRES, OLD DCAD TR 45,46 SHT 1 (SEE INTEREST ACCT R157077)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 155, .03 ACRES, OLD DCAD TR 49 SHT 1 (SEE INTEREST ACCT R157081)	45,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 158,159,160, .067 ACRES, OLD DCAD TR 35 SHT 1 (SEE INTEREST ACCT R157084)	8,771	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 163, .024 ACRES, OLD DCAD TR 38 SHT 1 (SEE INTEREST ACCT R157085)	43,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 165, .024 ACRES, OLD DCAD TR 40 SHT 1 (SEE INTEREST ACCT R157087)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 166,168,169, .05 ACRES, OLD DCAD TR41 SHT 1 (SEE INTEREST ACCT R157089)	61,950	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 16A, .26 ACRES	2,831	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 170,171,172,173, .071 ACRES, OLD DCAD TR 28 SHT 1 (SEE INTEREST ACCT R157092)	45,165	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 18, .261 ACRES, OLD DCAD TR 148 SHT 1	13,500	1006 DOUGLAS DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 180, .684 ACRES, OLD DCAD TR 27 SHT 1	29,795	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 181, .282 ACRES, OLD DCAD TR 26 SHT 1	12,284	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 182, .206 ACRES, OLD DCAD TR 25 SHT 1	8,973	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 183, .205 ACRES, OLD DCAD TR 24 SHT 1	8,930	
NELSON, DIANNA	76230 A1420A FM WOODWARD, TR 184, .204 ACRES, OLD DCAD TR 23 SHT 1	15,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 185, 1.123 ACRES, OLD DCAD TR 22 SHT 1	8,688	CLEVELAND GIBBS RD
LA ESTANCIA INVESTMEI	75024 A1420A FM WOODWARD, TR 186, .387 ACRES, OLD DCAD TR 21 SHT 1	202,638	5230 KELLY DR
WON CHANG, INC	76013 A1420A FM WOODWARD, TR 187, .72 ACRES, OLD DCAD TR 20 SHT 1	0	TAX EXEMPT
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 188, ACRES .1484	2,020	
NELSON, DIANNA	76230 A1420A FM WOODWARD, TR 188A(1), ACRES .141	8,535	5340 KELLY DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 188A(2), ACRES .067	54,858	5340 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 188A, ACRES .2154	13,693	KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 188B, ACRES .208	11,326	KELLY DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 189, .601 ACRES	151,744	KELLY DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 189A, .034 ACRES	77,415	KELLY DR

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

DENTON 150 LLC	76262 A1420A FM WOODWARD, TR 189B, .025 ACRES	58,956 KELLY DR
NASH CANYON FALLS, LL	75244 A1420A FM WOODWARD, TR 189C, .050 ACRES	198,407 5360 KELLY DR
J-W GATIC/O CONSOLID.	75653 A1420A FM WOODWARD, TR 19, .271 ACRES, OLD DCAD TR 149 SHT 1	11,250 1008 DOUGLAS
SHACKELFORD, JOHN	76262 A1420A FM WOODWARD, TR 190,0.608 ACRES, OLD DCAD TR 17 SHT 1	10,836 5380 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 190A, 0.038 ACRES	44,180 KELLY DR
VANDER d/b/a VANDERI	76177 A1420A FM WOODWARD, TR 190B, .034 ACRES	63,997 5380 KELLY DR
DREAMSHIPS INC	76262 A1420A FM WOODWARD, TR 190C,0.03 ACRES, OLD DCAD TR 17 SHT 1	76,248 KELLY DR
COON, GEORGE FAMILY	76182 A1420A FM WOODWARD, TR 191, .71 ACRES, OLD DCAD TR 16 SHT 1	11,598
BENDER, RICHARD R	76262 A1420A FM WOODWARD, TR 192, .71 ACRES, OLD DCAD TR 15 SHT 1	11,598 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 193, .71 ACRES, OLD DCAD TR 14 SHT 1	23,196 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 195, .76 ACRES, OLD DCAD TR 12 SHT 1	48,632 151 N AMERICAN LN
VON GROTE, ROGER & K	76262 A1420A FM WOODWARD, TR 196, .7 ACRES	211,405 5515 KELLY DR
MILLER, JAMES & SILVIA,	76248 A1420A FM WOODWARD, TR 197, .69 ACRES, OLD DCAD TR 9 SHT 1	8,254 5463 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 198, .69 ACRES, OLD DCAD TR 8 SHT 1	8,366 5463 KELLY DR
APH WAI/C/O ROBERT M	75219 A1420A FM WOODWARD, TR 199, .69 ACRES, OLD DCAD TR 7 SHT 1	11,271
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 20, .307 ACRES, OLD DCAD TR 167 SHT 1	4,681
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 200, .71 ACRES, OLD DCAD TR 6 SHT 1	11,598
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 201, .69 ACRES, OLD DCAD TR 5 SHT 1	11,271
PRICE, STANLEY C & GLEI	76051 A1420A FM WOODWARD, TR 202, .69 ACRES, OLD DCAD TR 4 SHT 1	30,056
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 203(A), .3455 ACRES	15,050
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 203, .0495 ACRES, OLD DCAD TR 3 SHT 1	2,156
VAHEY, JAMES T, III	33470 A1420A FM WOODWARD, TR 204, .295 ACRES, OLD DCAD TR 3A SHT 1	14,933
JHGS INV C/O JOHN A HA	75206 A1420A FM WOODWARD, TR 205, .53 ACRES, OLD DCAD TR 2 SHT 1	13,577 5325 KELLY DR
CARDON, LOUIS P	76262 A1420A FM WOODWARD, TR 206, .16 ACRES, OLD DCAD TR 1 SHT 1	6,970
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 207, .097 ACRES	4,225
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 208, .044 ACRES, OLD DCAD TR 175 SHT 1	192
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 209, .03 ACRES, OLD DCAD TR 68 SHT 1	131
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 21, .62 ACRES, OLD DCAD SHT 1, TR 145 & 168	9,452
DENTON 150 LLC	76262 A1420A FM WOODWARD, TR 210, .698 ACRES, OLD DCAD TR 11 SHT 1	3,041
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 22, 2.389 ACRES	562,195 700 BOEING WAY
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 23(ACCESS AREA), 0.19 ACRES, OLD DCAD TR 143(ACCESS AREA) SHT 1, I	484
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 24, .09 ACRES, OLD DCAD TR 137 SHT 1, SEE INTEREST ACCOUNT R7388	66,310 610 BOEING WAY
YOUNG, JEAN	76262 A1420A FM WOODWARD, TR 25, .09 ACRES, SEE INTEREST ACCOUNT R156971	62,000 608 BOEING WAY
NASH CANYON FALLS, LL	75244 A1420A FM WOODWARD, TR 26, .09 ACRES, OLD DCAD TR 139 SHT 1, SEE INTEREST ACCOUNT R1569	66,310 606 BOEING WAY
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 27, .09 ACRES, OLD DCAD TR 140 SHT 1, SEE INTEREST ACCOUNT R1569	66,310 604 BOEING WAY
ARMSTRONG INVESTME	76120 A1420A FM WOODWARD, TR 28, .09 ACRES, OLD DCAD TR 141 SHT 1, SEE INT ACCOUNT R156967	66,310 602 BOEING WAY
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 29, .09 ACRES, OLD DCAD TR 142 SHT 1, SEE INTEREST ACCOUNT R1569	74,000 600 BOEING WAY
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 3, 3.99 ACRES, OLD DCAD TR 3(PT) SHT 2	12,594 13191 FM 1171
COON, GEORGE FAMILY	76182 A1420A FM WOODWARD, TR 30, .205 ACRES, OLD DCAD TR 169 SHT 1	3,126
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 31, .205 ACRES, OLD DCAD TR 170 SHT 1	3,126
BOOTH, JEFFREY P	76182 A1420A FM WOODWARD, TR 32, .09 ACRES, OLD DCAD TR 131 SHT 1, SEE INTEREST ACCOUNT R7388	66,310 500 BOEING WAY
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 33, .09 ACRES, OLD DCAD TR 132 SHT 1, SEE INTEREST ACCOUNT R1569	66,310
KERKERING, KENNETH	76034 A1420A FM WOODWARD, TR 34, .09 ACRES, OLD DCAD TR 133 SHT 1	66,310 504 BOEING WAY
KING, WILLIAM D	76092 A1420A FM WOODWARD, TR 35, .09 ACRES, OLD DCAD TR 134 SHT 1, SEE INTEREST ACCOUNT R1569	62,000 506 BOEING WAY
BENDER, RICHARD R	76262 A1420A FM WOODWARD, TR 36, .09 ACRES, OLD DCAD TR 135 SHT 1, SEE INTEREST ACCOUNT R1569	66,310 BOEING WAY
N565K LLC	76092 A1420A FM WOODWARD, TR 37, .09 ACRES, OLD DCAD TR 136 SHT 1, SEE INTEREST ACCOUNT R1569	77,008 510 BOEING WAY
SALLEE, GORDON RAY &	76205 A1420A FM WOODWARD, TR 4, 236.108 ACRES, OLD DCAD TR 4 SHT 2	15,347
N565K LLC	76092 A1420A FM WOODWARD, TR 41, .21 ACRES, OLD DCAD TR 172 SHT 1	3,202
DOYLE, TERRY	76051 A1420A FM WOODWARD, TR 43, .184 ACRES, OLD DCAD TR 156 SHT 1	13,234
OWSLEY, ROBERT L	76262 A1420A FM WOODWARD, TR 45, .25 ACRES, OLD DCAD TR 158 SHT 1	146,316 6229 BOEING WAY
CARSON, ROBERT	75077 A1420A FM WOODWARD, TR 46, .233 ACRES, OLD DCAD TR 159 SHT 1	187,890 200 DOUGLAS DR
GOEKEN, WILLIAM K	76247 A1420A FM WOODWARD, TR 47, .172 ACRES	32,748
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 48,48A(1),49,50, .459 ACRES, OLD DCAD TR 173 SHT 1	374,241
VON GROTE, ROGER & K	76262 A1420A FM WOODWARD, TR 48A, 0.084 ACRES	21,954
GAMRON, WILLIAM ANT	76262 A1420A FM WOODWARD, TR 5, 58.92 ACRES, OLD DCAD TR 5 SHT 2, Undivided Interest 50.00000000	1,915
MCWHORTER, MARK E	75028 A1420A FM WOODWARD, TR 51, .152 ACRES	2,317
GOEKEN, WILLIAM K	76247 A1420A FM WOODWARD, TR 53, .045 ACRES, OLD DCAD TR 164 SHT 1	4,410
MEYER, THOMAS R & W	75077 A1420A FM WOODWARD, TR 53A,54A, .117 ACRES	20,885 STATE EXEMPTION 90%
MILLER, JAMES & SILVIA,	76248 A1420A FM WOODWARD, TR 54, .076 ACRES, OLD DCAD TR 129 SHT 1	56,000 104 NORTH AMERICAN LN
VANCE, FREDERICK B	76051 A1420A FM WOODWARD, TR 56, .392 ACRES, OLD DCAD TR 174 SHT 1	1,708
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 58,71, .06 ACRES, OLD DCAD TR 121,122 SHT 1 (SEE INTEREST ACCTS R1	51,844
PEARSON, HILORY O	75228 A1420A FM WOODWARD, TR 6, 8.5 ACRES, OLD DCAD TR 6 SHT 2	765
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 64, .0389 ACRES, OLD DCAD TR 114 SHT 1 (SEE INTEREST ACCT R157006	33,001
HARPER, ZANE	76262 A1420A FM WOODWARD, TR 65, .024 ACRES, OLD DCAD TR 115 SHT 1 (SEE INTEREST ACCT R157007)	2,734
WHATLEY, CATHY	76262 A1420A FM WOODWARD, TR 66, .024 ACRES, OLD DCAD TR 116 SHT 1 (SEE INTEREST ACCT R157008)	2,734
EXCALIBER VENTURES IN	76206 A1420A FM WOODWARD, TR 67, .024 ACRES, OLD DCAD TR 117 SHT 1 (SEE INTEREST ACCT R157009)	2,734
MAIN, FREDDIE L, II	76262 A1420A FM WOODWARD, TR 73, .025 ACRES, (SEE INTEREST ACCT R157013)	21,394
DICKENS, TOMMIE D	76205 A1420A FM WOODWARD, TR 77, .024 ACRES, OLD DCAD TR 110 SHT 1 (SEE INTEREST ACCT R157017)	2,734
SHARP, CAREY F	75022 A1420A FM WOODWARD, TR 78,83, .048 ACRES, OLD DCAD TR 100,111 SHT 1 (SEE INTEREST ACCT R1	41,468
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 79,80, .036 ACRES, OLD DCAD TR 112 SHT 1 (SEE INTEREST ACCT R1570	31,111
WILLIAMS, JOHN	76262 A1420A FM WOODWARD, TR 88, .013 ACRES, OLD DCAD TR 105,106 SHT 1 (SEE INTEREST ACCT R1570	11,022
GOEKEN, WILLIAM K	76247 A1420A FM WOODWARD, TR 90,105, .036 ACRES, OLD DCAD TR 88,89, SHT 1 (SEE INTEREST ACCT R15	31,111
COOKE, PATRICIA A	75077 A1420A FM WOODWARD, TR 91, .024 ACRES, OLD DCAD TR 90 SHT 1 (SEE INTEREST ACCT R157028)	2,734
COBB, LEE C	63367 A1420A FM WOODWARD, TR 92, .024 ACRES, OLD DCAD TR 91 SHT 1 (SEE INTEREST ACCT R73885)	2,734
MEANOR, JOEL	76248 A1420A FM WOODWARD, TR 93, .024 ACRES, OLD DCAD TR 92 SHT 1 (SEE INTEREST ACCT R157029)	2,734
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 94, .024 ACRES, OLD DCAD TR 93 SHT 1 (SEE INTEREST ACCT R157030)	2,734
CAPITAL HOLDINGS 100	76099 A1420A FM WOODWARD, TR 95, .024 ACRES, OLD DCAD TR 94 SHT 1 (SEE INTEREST ACCT R157031)	2,734
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 96, .024 ACRES, OLD DCAD TR 95 SHT 1 (SEE INTEREST ACCT R157032)	2,734
PRICE, STANLEY C & GLEI	76051 A1420A FM WOODWARD, TR 97,98,99, .06 ACRES, OLD DCAD TR 81,82,96 SHT 1 (SEE INTEREST ACCT	51,825
HYDE, CANDICE LEE	76262 A1519A R.A. CARRUTH, TR 2, 110.643 ACRES, OLD DCAD TR 1	7,192
MACLEOD, SAUNDRA C	76132 A1549A T.R. LIVELY, TR 1, 4.8054 ACRES, OLD DCAD TR 2	68,088

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

TEXAS AIR CLASSICS INC	76262 A1549A T.R. LIVELY, TR 1A, 1.1706 ACRES	0 PR 4720
TEXAS AIR CLASSICS INC	76262 A1549A T.R. LIVELY, TR 2, 11.86 ACRES, OLD DCAD TR 1	260,000 13800 FM 1171
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 1, 20.716 ACRES, OLD DCAD TR 1A	1,864
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 3,4, 30.804 ACRES, OLD DCAD TR A,B	2,002
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 6,7, 45.82 ACRES, OLD DCAD TR 3, Undivided Interest 75.0000000000%	3,780
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 8, 1.6424 ACRES, OLD DCAD TR 3A	16,171
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 8A, .7576 ACRES	12,186
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 9, 53.54 ACRES, OLD DCAD TR 2	3,480 I35W
DENTON 150 LLC	76262 A1616A G. GIBBS, TR 2, 26.865 ACRES, OLD DCAD TR 2A	1,746
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 2A, 2.755 ACRES	179
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 6, 8.8 ACRES, OLD DCAD TR 3	8,756
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 7, 3.6042 ACRES, OLD DCAD TR 3A	51,068
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 7A, 7.5038 ACRES	189,637
TEXAS AIR CLASSICS INC	76262 A1651A R.W. TERRELL, TR 1, 6.08 ACRES, OLD DCAD TR 1	395
TEXAS AIR CLASSICS INC	76262 A1651A R.W. TERRELL, TR 2, 3.08 ACRES, OLD DCAD A1650A TR 4, Undivided Interest 50.0000000000%	100
TEXAS AIR CLASSICS INC	76262 A1651A R.W. TERRELL, TR 3, 7.88 ACRES, OLD DCAD TR 2	709
TEXAS AIR CLASSICS INC	76262 AIRWAY ADDITION BLK A LOT 1	529,159 11326 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 AIRWAY BOULEVARD ADDN BLK A LOT 2	437,500 11610 AIRWAY BLVD
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-1	38,623 408 BOEING WAY
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-2	31,346
HUMPSTER ENT	75062 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-3	17,091
ELLIS COLOR SPLY INC	75229 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-4	30,686
BELL, DAVID	76226 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-5	30,951
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-6	30,686
BLAKE, RODNEY D	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-7	35,755
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-8	157,943
HYDE-WAY INC	76262 JUDGE ACRES BLK A LOT 1	208,624 NORTH SIDE 1171
BELL, DAVID	76226 NORTHWEST DEVELOPMENT BLK NWE HANGER TR LOT 6	330,000 11300 CLEVELAND GIBBS RD
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR LOT AIRCRAFT WASH RAMP	98
BLAKE, RODNEY D	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 1	75
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 2	16,000
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 3	120
BELL, DAVID	76226 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 4	625,000 11350 CLEVELAND GIBBS RD
DENTON 150 LLC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 5	369,050 11310 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T HANGER TR 7 LOT 3	8,500
KNIESE, JAMES E	76034 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 5B	725
JHGS INV C/O JOHN A H	75206 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 1	9,498 101 LINDBERGH DR
TALLY, EDWARD C III GR	76247 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 2	1,041 LINDBERGH DR
BAILEY, JACK M & JULIE I	77358 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 3	10,500 LINDBERGH DR
ROANOKE AIR AND AUTO	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 4	140,000 104 LINDBERGH DR
HOLLISTE C/O MARTIN R	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2 LOT 5A	1,449
RICHMOND, RANDY & M	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 1	10,928 LINDBERGH DR
PLATNER ATTN: GARY PL	75022 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 1A	6,521
PLANE SHOP LLC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 2	10,749 LINDBERGH DR
WITT, PHILLIP D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 2A	1,449
YETMAN, BERT & HELGA	76092 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 3	68,057 203 LINDBERGH DR
VANDER d/b/a VANDERI	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 3A	1,449
VANDER d/b/a VANDERI	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 4A	1,449
MCCLAIN, JAMES BRUCE	75067 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 10	9,653 AERO VALLEY
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 10A	221
KRISTE AIR LLC	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 11A	882
HIGGINS, BRIAN D & KIM	75028 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 12	19,304 AERO VALLEY
WHEELOCK, MARY I	76180 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 12A	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 13A	882
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 14A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 15	22,756 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 15A	882
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 16A	441
WHATLEY, CATHERINE M	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 18A	441
ALBERT, BRUCE F	75287 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 20	20,879 AERO VALLEY
HOBBY HANGAR J/V	76034 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 20A	221
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 5	45,512 AERO VALLEY
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 5A	882
CARNAGHAN, JOHN D	75062 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 6	42,000 AERO VALLEY
TROTTIER, LAUREN P & J	76248 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 6A	441
KELLER, RUSSELL & PAM	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 7	22,756 AERO VALLEY
KREYCIK, C/O VICTOR H	32025 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 7A	882
THOMAS DAN F & ANN C	75006 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 8	43,000 AERO VALLEY
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 8A	441
HODGE, MICHAEL F	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 9	45,512 AERO VALLEY
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 9A	441
HADDOCK, RAYMOND A	75070 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 1	42,000 AERO VALLEY
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 1A	882
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 2	19,304 AERO VALLEY
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 2A	221
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 3	45,512 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 3A	882
LIGON, JACQUELINE S &	76247 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 4	45,512 AERO VALLEY
NELSON, DIANNA	76230 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 4A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 10	14,850 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 10A	221

DENTON COUNTY EXCISE TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 11A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 12	19,304 AERO VALLEY
HADDOCK, RAYMOND A	75070 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 12A	221
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 13A	441
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 14A	441
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 15A	441
HW INDIAN SPRINGS LP	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 16A	441
OXFORD, C/O SHERMAN	75022 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 18A	441
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 20	15,000 AERO VALLEY
DENTON 150 LLC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 20A	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 5A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 6A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 7A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 8A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 9A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 1A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 2	14,850 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 2A	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 3A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 4A	441
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 10	19,304 AERO VALLEY
PARCELL, ROBERT E	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 10A	221
VANDERFORD, KENNETH	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 11A	441
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 12	19,304 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 12A	221
HW INDIAN SPRINGS LP	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 13A	441
BRITTON, NORBERT C, TI	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 14A	441
HADDOCK, ELSIE LOU	75070 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 15A	441
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 16A	441
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 18A	441
OXFORD, C/O SHERMAN	75022 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 20	13,000 AERO VALLEY
WADE, TIMOTHY K	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 20A	221
LIGON, JACQUELINE S &	76247 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 5A	441
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 6A	441
GIBBS, K/ C/O RICKEY J BI	76102 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 7A	441
BUTT, THOMAS P	76034 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 8A	441
REEVES, DOUGLAS G	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 9A	441
DOORES, SCOTT	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 1A	441
MILNER LIMITED PARTNI	76092 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 2	19,304 AERO VALLEY
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 2A	221
HORVATH, SHAWN	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 3	45,000 AERO VALLEY
LA ESTANCIA INVESTMEI	75024 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 3A	441
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 4A	441
WHALEN, THERESE A	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 10	17,000 AERO VALLEY
SHERMAN, BETTY	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 10A	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 12	19,304 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 12A	221
POLLARD AIRCRAFT SALE	76106 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 15A	441
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 16,16A	42,000 AERO VALLEY
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 18A	221
SMITH, ROBERT D	75062 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 20	16,000 AERO VALLEY
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 20A	221
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 5A	441
PYE, CLINTON T & JENNII	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 6A	441
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 7A	441
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 8	43,000 AERO VALLEY
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 8A	441
CLINGAN, BARBARA	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 9A	441
DONLEY, LEWIS W & SHI	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 1A	441
REDI-MIX #135	76040 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 2	13,859 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 2A	221
CRISMO DALLAS AIR REI	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 3A	441
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 4A	441
DAVIS, JOHN R	74021 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 1	8,899
DAVIS, JOHN R	74021 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 1A	725
HAPPE, DON	75027 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 1B	725
HASKINS, JAMES L	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 2	8,000
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 2A	725
FLIGHT D % GLEN HYDE	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 2B	725
JHGS INV C/O JOHN A HA	75206 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 3A	725
BENDER, RICHARD R	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 3B	725
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 4	44,498
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 4A	725
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 4B	725
VON GROTE, ROGER & K	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 5	8,000
STEFFENS, SKIPPER T	48064 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8 LOT 5	8,500 AERO VALLEY
LA ESTANCIA INVESTMEI	75024 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8 LOT 5A	725
BLAKE, RODNEY D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8 LOT 5A	725
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 1	37,260 AERO VALLEY
NORTHLAKE CORNERS LI	75027 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 1A	725
PRICE, STANLEY C & GLEI	76051 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 2	80,000 AERO VALLEY

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

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KNOWLER, DELBERT L &	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 2A	725
FRITZEL, MICHAEL P & P/	76248 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 3	13,501 803 LINDBERGH DR
DAUM PLUMBING CO	75234 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 3A	725
KAMY REAL PROPERTY T	76206 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 4	10,868 AERO VALLEY
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 4A	725
HENDERSON, CHARLES T	76357 NORTHWEST DEVELOPMENT LOT ACCESS AREA & EASEMENTS	1,304
COON, GEORGE FAMILY	76182 NORTHWEST DEVELOPMENT PH 2 BLK HANGER TR 8 LOT 8-4A(S 1/2)	788 CLEVELAND GIBBS RD
OWSLEY, ROBERT & MIC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 1	186,235 4606 DOOLITTLE DR
MILLER, JAMES & SILVIA,	76248 NORTHWEST DEVELOPMENT PH 2 LOT 10	262,342 4780 DOOLITTLE DR
HOLLAND, MARVIN G	75022 NORTHWEST DEVELOPMENT PH 2 LOT 11	28,440
APH WAIC/O ROBERT M	75219 NORTHWEST DEVELOPMENT PH 2 LOT 1-1	12,900 CLEVELAND GIBBS RD
HOLLAND, MARVIN G	75022 NORTHWEST DEVELOPMENT PH 2 LOT 12	29,160
YOUNG, JEAN	76262 NORTHWEST DEVELOPMENT PH 2 LOT 1-2	12,900 CLEVELAND GIBBS RD
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 2 LOT 1-3	68,753 CLEVELAND GIBBS RD
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 2 LOT 2	9,061 4630 DOOLITTLE DR
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 2 LOT 2-1A	1,365
TRANSMO PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 2 LOT 2-2A	1,365
TRANSMO PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 2 LOT 2-3	10,687
MCCOY, REBECCA	76262 NORTHWEST DEVELOPMENT PH 2 LOT 2-3A	1,365
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 2-4A	1,575
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 3-1	2,700
MCDONALD, JAMES E	76262 NORTHWEST DEVELOPMENT PH 2 LOT 3-1A	720
WATERMAN, JERRY	75077 NORTHWEST DEVELOPMENT PH 2 LOT 3-2	2,700
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 3-2A	720
MCCORMICK, MICHAEL \	75062 NORTHWEST DEVELOPMENT PH 2 LOT 3-3	2,700
MALZER, ERIC	75061 NORTHWEST DEVELOPMENT PH 2 LOT 3-3A	720
JENSEN, PAUL E	75077 NORTHWEST DEVELOPMENT PH 2 LOT 3-4	1,980
HURST, EDWARD	76092 NORTHWEST DEVELOPMENT PH 2 LOT 3-4A	528
PEARSON, HILORY O	75228 NORTHWEST DEVELOPMENT PH 2 LOT 3-5	1,980
KOWALSKI, KEVIN	76266 NORTHWEST DEVELOPMENT PH 2 LOT 3-5A	528
CARNEY, RICHARD TRUS	76248 NORTHWEST DEVELOPMENT PH 2 LOT 4	11,135 DOOLITTLE DR
LEYDA, JASON M	76039 NORTHWEST DEVELOPMENT PH 2 LOT 4-1	2,700
HURST, EDWARD	76092 NORTHWEST DEVELOPMENT PH 2 LOT 4-1A	720
POSITIVE RATE LLC	76226 NORTHWEST DEVELOPMENT PH 2 LOT 4-2	2,700
LEWIS, N MAKI, ANN LEV	75048 NORTHWEST DEVELOPMENT PH 2 LOT 4-2A	720
JHGS INV C/O JOHN A H	75206 NORTHWEST DEVELOPMENT PH 2 LOT 4-3	2,700
DRENNAN COMMERCIAL	76040 NORTHWEST DEVELOPMENT PH 2 LOT 4-3A	720
CLIMBINGVINE LLC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-4	495
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT PH 2 LOT 4-4A	132
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-5	990
WHEELLOCK, MARY I	76180 NORTHWEST DEVELOPMENT PH 2 LOT 4-5A	528
COLLIER, RANDALL	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-6	990
THOMAS, HUEY A	76092 NORTHWEST DEVELOPMENT PH 2 LOT 4-6A	264
ROBERTS, DEWAYNE T	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-7	990
CARSON CONSULTING G	76248 NORTHWEST DEVELOPMENT PH 2 LOT 4-7A	528
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 2 LOT 4-8	495
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 2 LOT 4-8A	132
FRITZEL, MICHAEL P & P/	76248 NORTHWEST DEVELOPMENT PH 2 LOT 5-1	2,700
WHATLEY AVIATION LTD	75022 NORTHWEST DEVELOPMENT PH 2 LOT 5-1A	720
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-2	2,700
BLAKEY ENGINE SERVICE	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-2A	720
WARD, LINDSAY N	75022 NORTHWEST DEVELOPMENT PH 2 LOT 5-3	2,700
DENTON 150 LLC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-3A	720
BLAKE, TIM W & SUSAN	76092 NORTHWEST DEVELOPMENT PH 2 LOT 5-4	1,980
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 2 LOT 5-4A	264
MIASO, DAVID W	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-5	1,980
MCCLELLAN, JOEL D	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-5A	264
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-1	23
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-1A	27
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-2	23
NORRIS, STANLEY	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-2A	27
MCCARTY, FRED D, JR	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-3	23
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-3A	27
PRITT, TODD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-4	4
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-4A	5
STEFFENS, SKIPPER T	48064 NORTHWEST DEVELOPMENT PH 2 LOT 6-5	8
POLLARD AIRCRAFT SALE	76106 NORTHWEST DEVELOPMENT PH 2 LOT 6-5A	20
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-6	8
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-6A	10
FREY, MICHAEL ROGER	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-7	8
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-7A	20
LAMINA INC	80909 NORTHWEST DEVELOPMENT PH 2 LOT 6-8	4
WIPPERFARTH, K & TRUI	76121 NORTHWEST DEVELOPMENT PH 2 LOT 6-8A	5
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7	42,000
CLIMBINGVINE LLC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-1	23
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 2 LOT 7-1A	27
DWAYNE GATES, INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-2	23
JANASKIE, THOMAS J JR	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-2A	27
WILSON, DOUGLAS E, LIF	28752 NORTHWEST DEVELOPMENT PH 2 LOT 7-3	23
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-3A	27
FREY, MICHAEL ROGER	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-4	17

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

CLIFFORD, BARBARA	39823 NORTHWEST DEVELOPMENT PH 2 LOT 7-4A	10
MUCKLOW, LLOYD E	76131 NORTHWEST DEVELOPMENT PH 2 LOT 7-5	17
SPEIGHTS, DONALD & S	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-5A	10
SCOTT, GENE C	79605 NORTHWEST DEVELOPMENT PH 2 LOT 8-1A	1,365
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT PH 2 LOT 8-2A	1,365
HW INDIAN SPRINGS LP	76177 NORTHWEST DEVELOPMENT PH 2 LOT 8-3	12,232 300 STINSON WAY
BAAS, MICHAEL R	76092 NORTHWEST DEVELOPMENT PH 2 LOT 8-3A	1,365
CANTREL C/O FRANCISCC	92407 NORTHWEST DEVELOPMENT PH 2 LOT 8-4	140,901 400 STINSON WAY
DAUM PLUMBING CO	75234 NORTHWEST DEVELOPMENT PH 2 LOT 8-4A(N1/2)	788
BEATY, BRENDA DARLEN	76262 NORTHWEST DEVELOPMENT PH 2 LOT 9	28,440
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 2 LOT ACCESS AREA ACRES 5.425	1,772
WATERMAN, JERRY	75077 NORTHWEST DEVELOPMENT PH 3	25,300
BASSINGER, ROGER	75028 NORTHWEST DEVELOPMENT PH 3 (ACCESS AREA FOR LOT 10 IN PH 2)	27,409
VANDERFORD, KENNETH	76177 NORTHWEST DEVELOPMENT PH 3 LOT 1	23
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT PH 3 LOT 10	23
PEAVEY, R A	75042 NORTHWEST DEVELOPMENT PH 3 LOT 11	23
BERGMAN LIVING TRUST	76226 NORTHWEST DEVELOPMENT PH 3 LOT 1-1	21
FRITZEL, MICHAEL P & P	76262 NORTHWEST DEVELOPMENT PH 3 LOT 1-2	23
SHARP, CAREY F	75022 NORTHWEST DEVELOPMENT PH 3 LOT 1-2	21
MCCLENDON, DANIEL GI	75028 NORTHWEST DEVELOPMENT PH 3 LOT 1-3	24
RAY, JIMMY	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2	23
PRICE, STANLEY C & GLEI	76051 NORTHWEST DEVELOPMENT PH 3 LOT 2-1	14
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-1A	9
TRANSOME PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 3 LOT 2-2	14
SPEIGHTS, JOHNNY R	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-2A	9
BERKNER, YVONNE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-3	14
THOMAS, HUEY A	76092 NORTHWEST DEVELOPMENT PH 3 LOT 2-3A	9
DONLEY, LEWIS W	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-4	16
SUBLETTE, GARY	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-4A	11
PATRICK, JOHN C	75077 NORTHWEST DEVELOPMENT PH 3 LOT 3	23
DON DRI C/O DEBBIE WI	75247 NORTHWEST DEVELOPMENT PH 3 LOT 3-1	7
GRANDE JUAN LLC	75220 NORTHWEST DEVELOPMENT PH 3 LOT 3-1A	9
TRANSOME PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 3 LOT 3-2	7
WEAVER, CLYDE	76054 NORTHWEST DEVELOPMENT PH 3 LOT 3-2A	9
FREMGEN, STEPHEN M	75007 NORTHWEST DEVELOPMENT PH 3 LOT 3-3	7
WHITE, THOMAS A	76266 NORTHWEST DEVELOPMENT PH 3 LOT 3-3A	9
BRUNS, LUKE	75019 NORTHWEST DEVELOPMENT PH 3 LOT 3-4	5
BRUNS, LUKE	75019 NORTHWEST DEVELOPMENT PH 3 LOT 3-4A	6
BLOSE, RICHARD & DIAN	76182 NORTHWEST DEVELOPMENT PH 3 LOT 3-5	5
ONDINA, MIGUEL & JUD	76207 NORTHWEST DEVELOPMENT PH 3 LOT 3-5A	6
LEDFORD, LISA TR TRIPLI	76051 NORTHWEST DEVELOPMENT PH 3 LOT 4	23
SUBLETTE, GARY L & REE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 4-1	7
MEYER, THOMAS R & JO	75077 NORTHWEST DEVELOPMENT PH 3 LOT 4-1A	9
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 3 LOT 4-2	7
HENDERSON, CHARLES T	76357 NORTHWEST DEVELOPMENT PH 3 LOT 4-2A	9
ARMSTRONG INVESTME	76120 NORTHWEST DEVELOPMENT PH 3 LOT 4-3	7
GLASCOCK, MARTHA A	76262 NORTHWEST DEVELOPMENT PH 3 LOT 4-3A	9
COON, GEORGE FAMILY	76182 NORTHWEST DEVELOPMENT PH 3 LOT 4-4	1
THOMAS, HUEY A	76092 NORTHWEST DEVELOPMENT PH 3 LOT 4-5	3
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT PH 3 LOT 4-5A	6
GRAHAM MORTGAGE CO	75219 NORTHWEST DEVELOPMENT PH 3 LOT 4-6	3
MURPHY, SEAN S	76903 NORTHWEST DEVELOPMENT PH 3 LOT 4-6A	3
HKR HOLDINGS, LLC	75027 NORTHWEST DEVELOPMENT PH 3 LOT 4-7	3
CEVEY, MICHAEL P & PA	76051 NORTHWEST DEVELOPMENT PH 3 LOT 4-7A	6
PATE, JOHN W	76051 NORTHWEST DEVELOPMENT PH 3 LOT 4-8	1
D E WAY RANCH CORPO	75126 NORTHWEST DEVELOPMENT PH 3 LOT 4-8A	2
RABE, BRIAN KEITH, JR &	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5	23
NORTHLAKE CORNERS LI	75027 NORTHWEST DEVELOPMENT PH 3 LOT 5-1	7
BECKHAM, KYLE W & TO	75028 NORTHWEST DEVELOPMENT PH 3 LOT 5-1A	9
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-2	7
PATTERSON, WILLIAM M	75067 NORTHWEST DEVELOPMENT PH 3 LOT 5-2A	9
EDNA SCHULZ LLC	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-3	7
THOMAS, HUEY A	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-3A	9
HINSON, STANLEY J & EII	76051 NORTHWEST DEVELOPMENT PH 3 LOT 5-4	5
FORREST JOHNSON PRO	76182 NORTHWEST DEVELOPMENT PH 3 LOT 5-4A	3
DAVISON, MICKEY	75070 NORTHWEST DEVELOPMENT PH 3 LOT 5-5	5
PYE, CLINTON T & JENNII	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-5A	3
VENEGAS, ANDRES	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6	23
GREEN, WENDELL & JOY	76226 NORTHWEST DEVELOPMENT PH 3 LOT 6-1	7
GRAGG, RICKEY LEE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-1A	9
CLICK, LEO & PAULA	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-2	7
HYDE, GLEN	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-2A	9
CARPENTER, BRANDON .	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-3	7
SPEIGHTS, DONALD & S	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-3A	9
GRAHAM, BLAKE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-4	1
THORSON, JOANNE E	30518 NORTHWEST DEVELOPMENT PH 3 LOT 6-4A	2
MIASO, DAVID W	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-5	3
ZIMMERER, AMY	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-5A	6
BENNETT, BO D	76107 NORTHWEST DEVELOPMENT PH 3 LOT 6-6	3
PRITT, TODD	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-6A	3
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 3 LOT 6-7	3

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

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CFP RENTALS INC	76208 NORTHWEST DEVELOPMENT PH 3 LOT 6-7A	6
FROWNELTER, JAMES C	76054 NORTHWEST DEVELOPMENT PH 3 LOT 6-8	1
SMITH, ROBERT D	75062 NORTHWEST DEVELOPMENT PH 3 LOT 6-8A	2
SMITH, ROBERT D	75062 NORTHWEST DEVELOPMENT PH 3 LOT 7	23
FAIRCHILD, BOBBIE CARL	76262 NORTHWEST DEVELOPMENT PH 3 LOT 7-1	7
PRATT, CHRISTOPHER	75248 NORTHWEST DEVELOPMENT PH 3 LOT 7-1A	9
ORTIZ, CESAR A II & JERII	75077 NORTHWEST DEVELOPMENT PH 3 LOT 7-2	7
FRIITZEL, MICHAEL P & P	76248 NORTHWEST DEVELOPMENT PH 3 LOT 7-2A	9
PYE, CLINTON	76262 NORTHWEST DEVELOPMENT PH 3 LOT 7-3	7
MALONE'S WOODWORK	76226 NORTHWEST DEVELOPMENT PH 3 LOT 7-3A	9
MACLEOD, SAUNDRA C	76132 NORTHWEST DEVELOPMENT PH 3 LOT 7-4	5
IRBY, DARRELL	76248 NORTHWEST DEVELOPMENT PH 3 LOT 7-4A	3
ENEBO REVOCABLE TRU	76262 NORTHWEST DEVELOPMENT PH 3 LOT 7-5	5
SITARAS, EVANGELOS	75056 NORTHWEST DEVELOPMENT PH 3 LOT 7-5A	3
VANDERFORD, KENNETH	76177 NORTHWEST DEVELOPMENT PH 3 LOT 8	23
SANDOW, RICHARD L	76092 NORTHWEST DEVELOPMENT PH 3 LOT 8-1	14
JAMIESON, MARK S	80303 NORTHWEST DEVELOPMENT PH 3 LOT 8-1A	9
LETT, DONALD LIVING TR	75022 NORTHWEST DEVELOPMENT PH 3 LOT 8-2	14
JHGS INV C/O JOHN A HA	75206 NORTHWEST DEVELOPMENT PH 3 LOT 8-2A	9
BLAKEY, JEFFERY E	76262 NORTHWEST DEVELOPMENT PH 3 LOT 8-3	14
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 3 LOT 8-3A	9
KELLER, RUSSELL & PAM	76262 NORTHWEST DEVELOPMENT PH 3 LOT 8-4	16
NORTHLAKE CORNERS LI	75027 NORTHWEST DEVELOPMENT PH 3 LOT 8-4A	11
DAVIS, JOHN R	74021 NORTHWEST DEVELOPMENT PH 3 LOT 9	23
COOK, CHARLES E & DEB	76262 NORTHWEST DEVELOPMENT PH 3 LOT 9 (ACCESS AREA PT),	6,098
OUILLE, EDWARD & LINC	76099 NORTHWEST DEVELOPMENT PH 3 LOT ACCESS AREA(PT)	665
MORENO, JOSE DE JESUS	76262 NORTHWEST DEVELOPMENT PH 3 LOT ACCESS AREA(PT)	24,374
PARCELL, ROBERT E	76226 NORTHWEST DEVELOPMENT PH 3 LOT ACCESS AREA(PT)	47,144
PRATT, CHRISTOPHER	75248 NORTHWEST DEVELOPMENT PH 4 LOT 1	23
TABOR, KENNETH	76262 NORTHWEST DEVELOPMENT PH 4 LOT 10	23
LETT, DONALD LIVING TR	75022 NORTHWEST DEVELOPMENT PH 4 LOT 11	23
O'NEIL, ROBERT G	75022 NORTHWEST DEVELOPMENT PH 4 LOT 1-1	21
LAWTON, DONALD M &	75028 NORTHWEST DEVELOPMENT PH 4 LOT 12	23
BLAKE, RODNEY D	76262 NORTHWEST DEVELOPMENT PH 4 LOT 1-2	21
BROOKS, SUZANNE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 1-3	24
SHOREY, PATRICK K	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2	23
SHOREY, PATRICK K	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2-1	14
TAYLOR DAVID CROCKET	76226 NORTHWEST DEVELOPMENT PH 4 LOT 2-1A	9
TODD, JOHN M	75022 NORTHWEST DEVELOPMENT PH 4 LOT 2-2	14
PYE, CLINTON T & JENNII	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2-2A	9
WON CHANG, INC	76013 NORTHWEST DEVELOPMENT PH 4 LOT 2-3	14
HYDE, GLEN	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2-3A	9
DENCO ENTERPRISES LLC	76226 NORTHWEST DEVELOPMENT PH 4 LOT 2-4	16
CESHKER, GEORGE J	76118 NORTHWEST DEVELOPMENT PH 4 LOT 2-4A	11
PARKER, MARTIN S	77651 NORTHWEST DEVELOPMENT PH 4 LOT 3	23
CAJE PROPERTIES, LLC	75022 NORTHWEST DEVELOPMENT PH 4 LOT 3-1	7
BORTHWICK, LLOYD A &	76262 NORTHWEST DEVELOPMENT PH 4 LOT 3-1A	9
WARD, LINDSAY N	75022 NORTHWEST DEVELOPMENT PH 4 LOT 3-2	7
JANSEN, KEVIN	76092 NORTHWEST DEVELOPMENT PH 4 LOT 3-2A	9
SCHOENBERGER, ELIZAB	76016 NORTHWEST DEVELOPMENT PH 4 LOT 3-3	7
PERRY, STEVE L & ALINE	76092 NORTHWEST DEVELOPMENT PH 4 LOT 3-3A	9
GRAGG, DONNIE G	76262 NORTHWEST DEVELOPMENT PH 4 LOT 3-4	5
STAHL, RALPH	76262 NORTHWEST DEVELOPMENT PH 4 LOT 3-4A	6
LINDBERGH HANGER LLC	75022 NORTHWEST DEVELOPMENT PH 4 LOT 3-5	5
TRI DAL REAL ESTATE LTI	76092 NORTHWEST DEVELOPMENT PH 4 LOT 3-5A	6
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT PH 4 LOT 4	23
ROWE, WILLIAM S	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-1	7
EVANS, JERRY S	76247 NORTHWEST DEVELOPMENT PH 4 LOT 4-1A	9
TROTTIER, LAUREN P & J	76248 NORTHWEST DEVELOPMENT PH 4 LOT 4-2	7
CHRISTENSEN, SAMUEL	78759 NORTHWEST DEVELOPMENT PH 4 LOT 4-2A	9
HAWK, ROBERT STEPHEN	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-3	7
ELLIS, JAMES R	75229 NORTHWEST DEVELOPMENT PH 4 LOT 4-3A	9
TOLLEFSON, ALLEN ROGI	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-4	1
MALONE, JOHN H & MAI	75022 NORTHWEST DEVELOPMENT PH 4 LOT 4-4A	2
EDNA SCHULZ LLC	76262 NORTHWEST DEVELOPMENT PH 4 LOT 4-5	3
HAWK, ROBERT STEPHEN	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-5A	6
WHATLEY AVIATION LTD	75022 NORTHWEST DEVELOPMENT PH 4 LOT 4-6	3
AUSTIN, JAMES M & ELIZ	76112 NORTHWEST DEVELOPMENT PH 4 LOT 4-6A	3
WADE, TIMOTHY K	76262 NORTHWEST DEVELOPMENT PH 4 LOT 4-7	3
BECHDOLT, DORIS P	76051 NORTHWEST DEVELOPMENT PH 4 LOT 4-7A	6
FRICK, RONNIE LEO	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-8	1
EVERGRE C/O TIM LANCZ	76051 NORTHWEST DEVELOPMENT PH 4 LOT 4-8A	2
ARPEY AVIATION LTD	76034 NORTHWEST DEVELOPMENT PH 4 LOT 5	23
CHASTEEN, J E, JR	76262 NORTHWEST DEVELOPMENT PH 4 LOT 5-1	7
ANGEVINE, TERRY & WIV	75027 NORTHWEST DEVELOPMENT PH 4 LOT 5-1A	9
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 4 LOT 5-2	7
PRICE, STANLEY C & GLEI	76051 NORTHWEST DEVELOPMENT PH 4 LOT 5-2A	9
CANNON, CHARLES & JO	4537 NORTHWEST DEVELOPMENT PH 4 LOT 5-3	7
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT PH 4 LOT 5-3A	9
RAY, PHILLIP K	75028 NORTHWEST DEVELOPMENT PH 4 LOT 5-4	5
LEWIS, N MAKI, ANN LEV	75048 NORTHWEST DEVELOPMENT PH 4 LOT 5-4A	3

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 5-5	5	
JORDAN, GERALD TR THI	76053 NORTHWEST DEVELOPMENT PH 4 LOT 5-5A	3	
RICHMOND, RANDY W &	76262 NORTHWEST DEVELOPMENT PH 4 LOT 6	23	
AVIATECH CORP	76262 NORTHWEST DEVELOPMENT PH 4 LOT 6-1	7	
HOLLISTE C/O MARTIN R	76262 NORTHWEST DEVELOPMENT PH 4 LOT 6-1A	9	
KNIESE, JAMES E	76034 NORTHWEST DEVELOPMENT PH 4 LOT 6-2	7	
WJ & J DEVELOPMENT LI	76226 NORTHWEST DEVELOPMENT PH 4 LOT 6-2A	9	
LEMMON, WILLIAM M &	76020 NORTHWEST DEVELOPMENT PH 4 LOT 6-3	7	
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 4 LOT 6-3A	9	
JTK DYER GROUP LLC	76092 NORTHWEST DEVELOPMENT PH 4 LOT 6-4	1	
LA ESTANCIA INVESTMEI	75024 NORTHWEST DEVELOPMENT PH 4 LOT 6-4A	2	
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT PH 4 LOT 6-5	3	
KIMBERWICK INVESTME	76092 NORTHWEST DEVELOPMENT PH 4 LOT 6-5A	6	
HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 6-6	3	
BARKER, TERRY & KARE	76248 NORTHWEST DEVELOPMENT PH 4 LOT 6-6A	3	
DAVIS PARK VENTURES,	76092 NORTHWEST DEVELOPMENT PH 4 LOT 6-7	3	
HIGHTOWER, ROBERT TI	75418 NORTHWEST DEVELOPMENT PH 4 LOT 6-7A	6	
MITCHELL, JOHN BROOK	76248 NORTHWEST DEVELOPMENT PH 4 LOT 6-8	1	
SHARP, CAREY F	75022 NORTHWEST DEVELOPMENT PH 4 LOT 6-8A	2	
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7	23	
FORREST JOHNSON PRO	76182 NORTHWEST DEVELOPMENT PH 4 LOT 7-1	7	
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7-1A	9	
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 4 LOT 7-2	7	
RICHMOND, RANDY & M	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7-2A	9	
GRAHAM MORTGAGE CO	75219 NORTHWEST DEVELOPMENT PH 4 LOT 7-3	7	
REEVES, DOUGLAS G	75077 NORTHWEST DEVELOPMENT PH 4 LOT 7-3A	9	
BRUNKENHOEFER, GLEN	76226 NORTHWEST DEVELOPMENT PH 4 LOT 7-4	5	
WITT, PHILLIP D	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7-4A	3	
REDI-MIX #135	76040 NORTHWEST DEVELOPMENT PH 4 LOT 7-5	5	
LONGBO C/O ROBERT SC	75077 NORTHWEST DEVELOPMENT PH 4 LOT 7-5A	3	
GRAHAM, BLAKE	76262 NORTHWEST DEVELOPMENT PH 4 LOT 8	23	
ROANOKE AIR AND AUTI	76226 NORTHWEST DEVELOPMENT PH 4 LOT 8-1	14	
HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 8-1A	9	
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 4 LOT 8-2	14	
GIERISCH, CARL E SR & N	76262 NORTHWEST DEVELOPMENT PH 4 LOT 8-2A	9	
BUSH, ILELAND (DAN) & I	75071 NORTHWEST DEVELOPMENT PH 4 LOT 8-3	14	
HUDGINS, JOE ALLEN	76262 NORTHWEST DEVELOPMENT PH 4 LOT 8-3A	9	
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT PH 4 LOT 8-4	16	
HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 8-4A	11	
HASKINS, JAMES L	76262 NORTHWEST DEVELOPMENT PH 4 LOT 9	23	
MULLINS, DIANE TRUST	78028 NORTHWEST DEVELOPMENT PH 4 LOT ACCESS AREA ACRES 5.79	608	
PLANE SHOP LLC	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 10	441,876	11607 AIRWAY BLVD
BLAKEY ENGINE SERVICE	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 1A	878	11567 AIRWAY BLVD
TALLY, EDWARD C III GR	76247 SOUTHWEST DEVELOPMENT PH 1 LOT 2	188,608	11579 AIRWAY BLVD
DENCO ENTERPRISES LLC	76226 SOUTHWEST DEVELOPMENT PH 1 LOT 2A	869	1201 AIRWAY BLVD
BLAKE, TIM W & SUSAN	76092 SOUTHWEST DEVELOPMENT PH 1 LOT 3	147,097	11565 AIRWAY BLVD
GATES, DWAYNE A	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 3A	842	
FRITZEL, MICHAEL P & P	76248 SOUTHWEST DEVELOPMENT PH 1 LOT 4	200,000	11569 AIRWAY BLVD
SOLIDAY, JON	75006 SOUTHWEST DEVELOPMENT PH 1 LOT 4A	842	
CHANCE, MICHAEL DAVI	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 5	140,115	11559 AIRWAY BLVD
AVARY FAMILY LTD PS	76092 SOUTHWEST DEVELOPMENT PH 1 LOT 5A	842	
POLLARD AIRCRAFT SALI	76106 SOUTHWEST DEVELOPMENT PH 1 LOT 6	185,793	11563 AIRWAY BLVD
ALLIANCE PROCESSORS I	76177 SOUTHWEST DEVELOPMENT PH 1 LOT 6A	842	
TABOR, KENNETH	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 7A	842	
BARTH, MARC P	75022 SOUTHWEST DEVELOPMENT PH 1 LOT 8	245,000	11561 AIRWAY BLVD
AIR HOUND LLC	75077 SOUTHWEST DEVELOPMENT PH 1 LOT 8A	842	
DOORES, SCOTT	75077 SOUTHWEST DEVELOPMENT PH 1 LOT 9	42,889	
XTRI SERVICES	76262 SOUTHWEST DEVELOPMENT PH 2 BLK 1 LOT 1R	43,046	11531 AIRWAY BLVD
FRITZEL, MICHAEL P& PA	76262 SOUTHWEST DEVELOPMENT PH 2 BLK 1 LOT 7R	300,000	11519 AIRWAY BLVD
AERO VALLEY PROP LTD	76262 SOUTHWEST DEVELOPMENT PH 2 LOT 2	378,599	11551 AIRWAY BLVD
JTR HOLDINGS LLC	75027 SOUTHWEST DEVELOPMENT PH 2 LOT 2A	6,758	
POLLARD AIRCRAFT SALI	76106 SOUTHWEST DEVELOPMENT PH 2 LOT 4	255,000	11549 AIRWAY BLVD
YOUNG, JEAN	76262 SOUTHWEST DEVELOPMENT PH 2 LOT 4A	829	11549 AIRWAY BLVD
NEW LIVING INV INC	76262 SOUTHWEST DEVELOPMENT PH 2 LOT 6	187,121	11565 AIRWAY BLVD
GARCIA, BRENDA SUE	76248 SOUTHWEST DEVELOPMENT PH 2 LOT 6A	6,726	
FRITZEL, MICHAEL P & P	76248 SOUTHWEST DEVELOPMENT PH 2 LOT 8A	6,775	
		24,563,021	

DENTON County		2016 CERTIFIED TOTALS		As of Certification	
Property Count: 442		W42 - CANYON FALLS WCID NO 2 ARB Approved Totals		7/22/2016	5:05:33PM
Land		Value			
Homesite:		5,820,604			
Non Homesite:		21,886,918			
Ag Market:		799,151			
Timber Market:		0	Total Land	(+)	28,506,673
Improvement		Value			
Homesite:		14,006,670			
Non Homesite:		405,409	Total Improvements	(+)	14,412,079
Non Real		Count	Value		
Personal Property:	3	196,324			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	196,324
			Market Value	=	43,115,076
Ag		Non Exempt	Exempt		
Total Productivity Market:	799,151	0			
Ag Use:	2,429	0	Productivity Loss	(-)	796,722
Timber Use:	0	0	Appraised Value	=	42,318,354
Productivity Loss:	796,722	0			
			Homestead Cap	(-)	0
			Assessed Value	=	42,318,354
			Total Exemptions Amount (Breakdown on Next Page)	(-)	15,798
			Net Taxable	=	42,302,556

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 298,233.02 = 42,302,556 * (0.705000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 442	W42 - CANYON FALLS WCID NO 2 ARB Approved Totals	7/22/2016 5:07:32PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DV1	1	0	5,000	5,000
DV3	1	0	10,000	10,000
EX-XU	3	0	798	798
	Totals	0	15,798	15,798

DENTON County		2016 CERTIFIED TOTALS		As of Certification	
Property Count: 6		W42 - CANYON FALLS WCID NO 2 Under ARB Review Totals		7/22/2016	5:05:33PM
Land		Value			
Homesite:		1,640			
Non Homesite:		47,018			
Ag Market:		0			
Timber Market:		0		Total Land	(+) 48,658
Improvement		Value			
Homesite:		0			
Non Homesite:		0		Total Improvements	(+) 0
Non Real		Count	Value		
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0		Total Non Real	(+) 0
				Market Value	= 48,658
Ag		Non Exempt	Exempt		
Total Productivity Market:	0	0			
Ag Use:	0	0		Productivity Loss	(-) 0
Timber Use:	0	0		Appraised Value	= 48,658
Productivity Loss:	0	0			
				Homestead Cap	(-) 0
				Assessed Value	= 48,658
				Total Exemptions Amount (Breakdown on Next Page)	(-) 0
				Net Taxable	= 48,658

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

343.04 = 48,658 * (0.705000 / 100)

Tax Increment Finance Value:

0

Tax Increment Finance Levy:

0.00

DENTON County

2016 CERTIFIED TOTALS

As of Certification

W42 - CANYON FALLS WCID NO 2

7/22/2016

5:07:32PM

Exemption Breakdown

Exemption	Count	Local	State	Total
	Totals			

DENTON County		2016 CERTIFIED TOTALS		As of Certification	
Property Count: 448		W42 - CANYON FALLS WCID NO 2		7/22/2016 5:05:33PM	
		Grand Totals			
Land		Value			
Homesite:		5,822,244			
Non Homesite:		21,933,936			
Ag Market:		799,151			
Timber Market:		0		Total Land	(+) 28,555,331
Improvement		Value			
Homesite:		14,006,670			
Non Homesite:		405,409		Total Improvements	(+) 14,412,079
Non Real		Count	Value		
Personal Property:		3	196,324		
Mineral Property:		0	0		
Autos:		0	0	Total Non Real	(+) 196,324
				Market Value	= 43,163,734
Ag	Non Exempt	Exempt			
Total Productivity Market:	799,151	0			
Ag Use:	2,429	0		Productivity Loss	(-) 796,722
Timber Use:	0	0		Appraised Value	= 42,367,012
Productivity Loss:	796,722	0			
				Homestead Cap	(-) 0
				Assessed Value	= 42,367,012
				Total Exemptions Amount (Breakdown on Next Page)	(-) 15,798
				Net Taxable	= 42,351,214

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 298,576.06 = 42,351,214 * (0.705000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

DENTON County	2016 CERTIFIED TOTALS	As of Certification	
Property Count: 448	W42 - CANYON FALLS WCID NO 2 Grand Totals	7/22/2016	5:07:32PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DV1	1	0	5,000	5,000
DV3	1	0	10,000	10,000
EX-XU	3	0	798	798
	Totals	0	15,798	15,798

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 442	W42 - CANYON FALLS WCID NO 2 ARB Approved Totals	7/22/2016 5:07:32PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	96		\$12,221,318	\$17,555,119
C1	VACANT LOTS AND LAND TRACTS	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E	FARM OR RANCH IMPROVEMENT	6	19.1243	\$0	\$392,050
L1	COMMERCIAL PERSONAL PROPERTY	3		\$193,000	\$196,324
O	RESIDENTIAL INVENTORY	229		\$2,088,426	\$15,105,184
X	TOTALLY EXEMPT PROPERTY	3		\$0	\$798
	Totals		58.1072	\$14,502,744	\$43,115,076

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 6	W42 - CANYON FALLS WCID NO 2 Under ARB Review Totals	7/22/2016 5:07:32PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
E	FARM OR RANCH IMPROVEMENT	6	276.1839	\$0	\$48,658
	Totals		276.1839	\$0	\$48,658

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 448	W42 - CANYON FALLS WCID NO 2 Grand Totals	7/22/2016 5:07:32PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	96		\$12,221,318	\$17,555,119
C1	VACANT LOTS AND LAND TRACTS	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E	FARM OR RANCH IMPROVEMENT	12	295.3082	\$0	\$440,708
L1	COMMERCIAL PERSONAL PROPERTY	3		\$193,000	\$196,324
O	RESIDENTIAL INVENTORY	229		\$2,088,426	\$15,105,184
X	TOTALLY EXEMPT PROPERTY	3		\$0	\$798
	Totals		334.2911	\$14,502,744	\$43,163,734

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 442	W42 - CANYON FALLS WCID NO 2 ARB Approved Totals	7/22/2016 5:07:32PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A017	BUILDER HOME PLANS - REFERENCE ON	34		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	62		\$12,221,318	\$17,555,119
C1	REAL, VACANT PLATTED RESIDENTIAL L	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E4	VACANT NON QUALIFIED NON HOMESITE	6		\$0	\$392,050
L1	BPP TANGIBLE COMERCIAL PROPERTY	2		\$193,000	\$193,000
L3	BPP TANGIBLE COMMERCIAL LEASED E	1		\$0	\$3,324
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	8		\$2,088,426	\$2,706,618
OC1	INVENTORY, VACANT PLATTED LOTS/TR	221		\$0	\$12,398,566
X		3		\$0	\$798
	Totals		38.9829	\$14,502,744	\$43,115,076

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 6	W42 - CANYON FALLS WCID NO 2 Under ARB Review Totals	7/22/2016 5:07:32PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
E1	LAND AND IMPROVMENTS (NON AG QUA	1		\$0	\$1,640
E3	MOBILE HOMES ON NON AG QUALIFIED L	1		\$0	\$6,721
E4	VACANT NON QUALIFIED NON HOMESITE	6		\$0	\$40,297
	Totals		0.0000	\$0	\$48,658

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 448	W42 - CANYON FALLS WCID NO 2 Grand Totals	7/22/2016 5:07:32PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A017	BUILDER HOME PLANS - REFERENCE ON	34		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	62		\$12,221,318	\$17,555,119
C1	REAL, VACANT PLATTED RESIDENTIAL L	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E1	LAND AND IMPROVMENTS (NON AG QUA	1		\$0	\$1,640
E3	MOBILE HOMES ON NON AG QUALIFIED L	1		\$0	\$6,721
E4	VACANT NON QUALIFIED NON HOMESITE	12		\$0	\$432,347
L1	BPP TANGIBLE COMERCIAL PROPERTY	2		\$193,000	\$193,000
L3	BPP TANGIBLE COMMERCIAL LEASED E	1		\$0	\$3,324
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	8		\$2,088,426	\$2,706,618
OC1	INVENTORY, VACANT PLATTED LOTS/TR	221		\$0	\$12,398,566
X		3		\$0	\$798
	Totals		38.9829	\$14,502,744	\$43,163,734

DENTON County

2016 CERTIFIED TOTALS

As of Certification

Property Count: 448

W42 - CANYON FALLS WCID NO 2

Effective Rate Assumption

7/22/2016

5:07:32PM

New Value

TOTAL NEW VALUE MARKET: \$14,502,744

TOTAL NEW VALUE TAXABLE: \$14,502,744

New Exemptions

Exemption	Description	Count	
ABSOLUTE EXEMPTIONS VALUE LOSS			
Exemption	Description	Count	Exemption Amount
DV1	Disabled Veterans 10% - 29%	1	\$5,000
DV3	Disabled Veterans 50% - 69%	1	\$10,000
PARTIAL EXEMPTIONS VALUE LOSS		2	\$15,000
NEW EXEMPTIONS VALUE LOSS			\$15,000

Increased Exemptions

Exemption	Description	Count	Increased Exemption_Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$15,000

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
24	\$314,617	\$0	\$314,617
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
24	\$314,617	\$0	\$314,617

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
6	\$48,658.00	\$34,302



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: September 19, 2016

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of a Contract Renewal Quotation for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town utilizes the Everbridge system for sending automatic weather alerts to staff and citizens. Additionally, the system is used to notify residents of road closures and any other emergency notification that is deemed necessary. We are also in the process of setting up Everbridge to be used to notify all Town staff of inclement weather closings. Currently, Everbridge is set-up for mass notification and recall of personnel in the Police and Fire Departments, as well as key Town staff that could serve in the Emergency Operations Center, or need to be recalled after a disaster to maintain continuity of operations for the Town.

The annual subscription for the Everbridge service is \$26,145.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$26,145.00

Proposed Expenditure:	Account Number(s):
\$26,145.00	100-610-10300-5110

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

LEGAL REVIEW: Andrea D. Russell of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the quotation as to form and legality.

ATTACHMENTS:

1. Everbridge Contract Renewal Quotation

RECOMMENDATION: Move to approve a Contract Renewal Quotation for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorize the Mayor to execute same on behalf of the Town.



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00025851

Confidential

1 of 2

Prepared for: Donna Hill
Town of Flower Mound
Fire Department
3911 S. Broadway Ave.
Flower Mound, TX 75028
1
donna.hill@flower-mound.com

Quotation Date: August 24, 2016
Quote Expiration Date: September 30, 2016
Rep: Ethel Olague
(818) 230-9752
ethel.olague@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
Contract Start Date: October 1, 2016
Contract End Date: September 30, 2019
MN Contacts up to: 72,520
IV Contacts up to: 72,520

ANNUAL SUBSCRIPTION

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$20,580.00	\$20,580.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge ContactBridge	Recurring	1	\$2,625.00	\$2,625.00
Social Media View	Recurring	1	\$1,000.00	\$0.00
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$2,940.00	\$2,940.00



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00025851

Confidential

2 of 2

Pricing Summary:

Year One Fees*: \$26,145.00

One-time Implementation and Set Up Fees: \$0.00

Total Year One Fees: \$26,145.00

Subsequent Year(s) Ongoing Annual Recurring Fees: \$26,145.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services)

Supplemental Notes: **NONE**

Authorized by Everbridge:

Signature

08/24/2016

Date

Phillip E. Huff

Print Name

V.P. Controller

Title

To accept this quote, sign, date and return:

Authorized Signature

Date

THOMAS E. HAYDEN

Print Name

MAYOR

Title



SYSTEM INCLUSION

Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)

Two (2) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

Contact filtering based on custom criteria

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Automatic address geo-coding for contacts

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary

Unlimited Notification Templates

Self-service Single Contact Record Adjustments

Self-service Contact Import via CSV Upload

Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support

Dedicated Account Manager

**SYSTEM INCLUSION**
Confidential**Everbridge ContactBridge**

Everbridge ContactBridge application allows users to aggregate mobile recipient feedback in a single communications place enabling decision makers to communicate efficiently with first responders, and their employees and constituents. Below is a list of key system inclusions with Everbridge ContactBridge Application.

Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via ContactBridge Notifications
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

Access

Single Web interface console to display aggregated Information
Unlimited administrator access to the Everbridge System

Key Notification Features

Fully integrated with Everbridge Mass Notification
Custom threshold rules and settings for ContactBridge initiated messages

- Define messages and key recipients upon threshold trigger
- Visual and automated alerts when Threshold is reached

Receive and display images, comments and location information from contacts
Advanced Graphical Reporting including Geographic locations if available
Recipient ContactBridge Application for iOS and Android Devices

Set-up & Implementation

Access to a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Creation and Test Notification Support
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: September 19, 2016

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of an Interlocal Agreement entered into by and between the County of Denton, Texas and the Town of Flower Mound, Texas, a home-rule municipality, for the use of the use of the Denton County Radio Communication System.

BACKGROUND INFORMATION: Currently, the Flower Mound Police Department contracts with the City of Lewisville to provide analog radio broadcast capabilities through use of their equipment. The Town of Flower, the City of Lewisville and several Denton County jurisdictions are transitioning from analog to digital emergency service radio communication as user entities of the Denton County Communication System to improve local service and enhance interoperability with surrounding communities. In order for The Town of Flower Mound to become a user entity, it has become necessary to enter in to an agreement Denton County for these services.

The first year of service will be without charge. User fee charges will be determined during this time period by a User Committee, of which the Town on Flower Mound will have representation.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES/OPTIONS: NA

FISCAL IMPACT: NA

Proposed Expenditure:	Account Number(s):
NA	100-640-43500-4100

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

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

ATTACHMENTS:

1. Agreement

RECOMMENDATION: Recommend approval of an Interlocal Agreement entered into by and between the County of Denton, Texas and the Town of Flower Mound, Texas, a home-rule municipality, for the use of the use of the Denton County Radio Communication System.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE TOWN
OF FLOWER MOUND FOR THE USE OF THE DENTON COUNTY RADIO
COMMUNICATIONS SYSTEM**

This Interlocal Agreement ("Agreement") is entered into by and between the County of Denton, Texas ("the County") and the Town of Flower Mound, Texas, a home-rule municipality ("Flower Mound" or "the Town"), both entities being located in Denton County, Texas (collectively, the "Parties" or separately as a "Party"). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Interlocal Cooperation Act:

WHEREAS, Denton County and Flower Mound are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended "the Act" provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Town ("System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Flower Mound wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Flower Mound and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

"Assignee" means the Town employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by Lewisville, Denton County and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System. *

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System. *

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System. *

“User” means any entity with which Denton County has entered into a contract for the provision of communication services through the Communications System.

“User Committee” means the committee that is responsible for making recommendations to the Coordinating Committee on the operations of the Communications System. *

**See exhibit “A” attached and incorporated*

II.

TERM

2.1 This Agreement is for a period of five (5) years, beginning on the 1st day of October, 2016, and ending on the 30th day of September, 2021.

2.2 After the end of the Initial Term, unless terminated earlier by the County or Flower Mound as provided herein, this Agreement shall automatically renew yearly without further action for a total of an additional three (3) year period until its automatic termination on September 30, 2024.

III.

OBLIGATIONS OF TOWN OF FLOWER MOUND

3.1 Flower Mound shall use the System in accordance with this Agreement to provide integration of communications by Flower Mound between its users on the System for governmental operations.

3.2 When using the System, Flower Mound shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Flower Mound uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Flower Mound will also abide by the User rules of those Talk Groups.

3.3 Flower Mound must provide a written request to the Denton County Radio System Manager ("System Manager") or his designee, to activate radios ("Subscriber Units") on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Flower Mound is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Flower Mound is responsible for all programming of Town-owned Subscriber Units.

3.5 Flower Mound shall be required to obtain a technical services support contract and a maintenance contract for all Town-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Town-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Flower Mound, the Town shall be required to purchase Software Update Agreements and/or Software Maintenance Agreements from the manufacturer. These agreements will ensure that the equipment owned by the Town will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Flower Mound shall be required to have periodic maintenance (PM) performed on its Subscriber Units at least every two years. This PM shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available. The County shall not be liable to the Town for the lack of interoperability between the Subscriber Units and the System if the Town fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will lease to Flower Mound sixteen (16) Talk Groups, which are a primary level of communication for Users on the System ("Talk Group"), comparable to a channel on a conventional radio system, for the exclusive use of Flower Mound. Talk Groups will be established for the Town by the County.

4.2 The System Manager will not activate radios on the Flower Mound Talk Groups nor make changes to the Flower Mound radios without first receiving authorization from the designated representative of the Town, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Town; and
- (3) The operation, maintenance, and control of the System.

V.

FEES

To Be Determined

5.1 After April 26, 2017, the date the System has been operational for one (1) year, the User Committee will evaluate usage and recommend a fee structure to the Coordinating Committee. The Coordinating Committee will report these findings and recommendation along with any additional recommendations they have to the Infrastructure Committee. The Infrastructure Committee will make the final recommendation to the Commissioners Court. The fees will include lease Subscriber Units (per unit, per month) and lease Talk Groups (per Talk Group, per month). None of these charges include the cost of maintenance of mobiles, portables, or control stations/points.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year's fees. The County will provide one hundred twenty (120) days' notice to Flower Mound before increasing the fees.

Total Fees for Annual Service

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and Talk Groups and submit an invoice to the Town on or before October 1st of each year. This amount is subject to change when the Town adds or deletes the number of Subscriber Units and/or Talk Groups

in service. The Town must notify the System Manager in writing of any addition or deletion of Subscriber Units and /or Talk Groups.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units/Talk Groups will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Fees for Deletions - The total amount owed for annual fees will be adjusted for deletions the next County fiscal year. After annual payment is made by the Town, no refunds will be given for payments made for any deleted Subscriber Units/Talk Groups until the next contract year. No refunds for deletions will be made in any manner other than by adjustment of annual fees owed unless the Agreement has been terminated and the refund is still owed.

VI.

PAYMENT DUE

The Town agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Town add Subscriber Units or Talk Groups to the Service within a Term, the Town agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

Termination of this Agreement may occur by any of the following:

- (1) Either Party may terminate this Agreement at any time by giving one hundred eighty (180) days advance written notice. The Town shall pay for all fees incurred through the effective date of termination.
- (2) If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Town the pro-rated amount of the fees previously paid by the Town for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The Town agrees to retain control and to give full attention to the fulfillment of this Agreement. The Town cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Town cannot sublet any part or feature of the work to anyone objectionable to Denton County. Flower Mound also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Town from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Flower Mound and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Flower Mound. This Agreement may be amended only by written instrument signed by Denton County and Flower Mound.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

Denton County Representative

Town of Flower Mound

Mary Horn, County Judge

Wendell Mitchell, Assistant Police Chief

Denton County Commissioners Court

Town of Flower Mound

110 West Hickory, Room #207

4150 Kirkpatrick Lane

Denton, Texas 76201

Flower Mound, Texas 75208

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE TOWN OF FLOWER MOUND, TEXAS:

TOWN MANAGER

DATE: _____

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY,
TEXAS:**

BY:

Mary Horn, COUNTY JUDGE

DATE: _____

ATTEST:

DEPUTY COUNTY CLERK

APPROVED AS TO FORM:

ASSISTANT DISTRICT ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: September 19, 2016

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of a plan to allow the Town to participate in personal patrol rifle loan program for officers and receive reimbursement from officers through a payroll deduction plan.

BACKGROUND INFORMATION: Following the unparalleled attacks on Law Enforcement in Dallas and Baton Rouge, and the recent violent attacks on civilian targets in San Bernardino and Orlando, the Flower Mound Police Department began the process of increasing our ability to respond to these types of attacks. One of these measures is a plan that would assist officers in the purchase of a personal patrol rifle where they would have the option to carry it on-duty, in addition to their standard issued weapon. The plan would allow the Town of Flower Mound to loan up to thirteen hundred dollars (\$1,300) from account receivables that would be paid back by officers through payroll deduction in a period not to exceed one year. This plan allows for officers to set the rifle for their personal stature and to respond properly equipped directly to a scene.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES/OPTIONS: The other alternative would be for the Town to purchase and maintain additional rifles.

FISCAL IMPACT: Up to thirteen hundred dollars (\$1,300) per participating officer would be set up as an account receivables to be reimbursed through a payroll deduction agreement with each participating officer. There would be no impact to the FY 2016-2017 Town of Flower Mound Budget.

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

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

ATTACHMENTS:

1. Officer Agreement

RECOMMENDATION: Move to approve a plan to allow the Town to participate in personal patrol rifle loan program for officers and receive reimbursement from officers through a payroll deduction plan.



Employee Payroll Deduction Agreement

This agreement is between the Town of Flower Mound and _____, a sworn officer of the Town.

The purpose of this agreement is to allow the employee named above to receive a loan from the Town, up to thirteen hundred dollars (\$1,300.00) for a rifle and accessory items as specified in the Flower Mound Police Department Administrative Directive 105.001 Weapons and Weapon Proficiency for carry while on duty.

A copy of the receipt for the rifle and accessory items in the amount of \$ _____ is included with this agreement.

_____, the participating sworn officer, has opted to receive a loan for \$ _____ and choose the _____ months payroll deduction payment plan.

Pay Deduction Options

- ____ Three months or six paycheck deductions
- ____ Six months or twelve paycheck deductions
- ____ Twelve months or twenty six paycheck deductions

If the deduction amount cannot be divided equally over the number of pay periods chosen by the officer then the final deduction will be for any remaining balance owed.

This agreement will commence on the first pay period following its execution and will terminate upon successful reimbursement of all costs associated with the item described above. This agreement will begin with your paycheck received on _____ and a total of \$ _____ will be withheld from each paycheck until the full amount of the loan has been satisfied.

The estimated completion of this payroll deduction agreement is: _____.

I accept the terms of this agreement and submit that if my employment with the Town of Flower Mound is terminated for any reason, the remaining balance on this agreement will be withheld from my final paycheck.

Employee

Date

Department Director

Date

Finance Manager

Date



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: September 19, 2016

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of final acceptance of the Individual Parks Improvement (Shadow Ridge and Bluebonnet Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$21,411.00; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: This project is complete. This item provides for a final payment of \$21,411.00, which consists of retainage, for a final contract amount of \$214,110.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$21,411.00

Proposed Expenditure:	Account Number(s):
\$21,411.00	317-110-90761

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

DW

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Affidavit of All Bills Paid
2. Consent of Surety
3. Final Contract Estimate for Payment

RECOMMENDATION: Move to approve final acceptance of the Individual Parks Improvement (Shadow Ridge and Bluebonnet Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$21,411.00; and authorize the Mayor to execute the same on behalf of the Town.



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER: 2015-89	OWNER ☒
Individual Park Improvements		
Shadow Ridge & Bluebonnet Parks	CONTRACT FOR: Park Improvements	ARCHITECT ☐
		CONTRACTOR ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: November 16, 2015	SURETY ☐
Town of Flower Mound		
2121 Cross Timbers Rd.		OTHER ☐
Flower Mound, TX 75028		

STATE OF: Texas

COUNTY OF: Wise

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

N/A

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

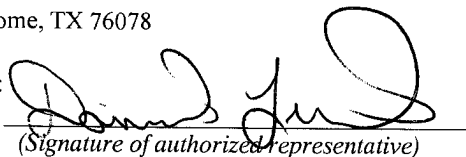
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™).

CONTRACTOR: *(Name and address)*

2L Construction, LLC
PO Box 397
Rhame, TX 76078

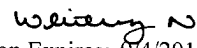
BY:

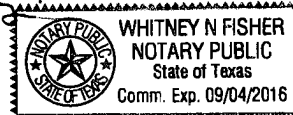


(Signature of authorized representative)

Dominick Leonardo, President
(Printed name and title)

Subscribed and sworn to before me
on this date: **August 9, 2016**

Notary Public: 
My Commission Expires: 9/4/2016



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

Bond No: PB-02253100507

PROJECT: Individual Park Improvements:
Shadow Ridge and Bluebonnet Park
Flower Mound, TX

TO: (Owner) Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

PROJECT NO. 2015-89

CONTRACT FOR: Park improvements

CONTRACTOR: 2L Construction, LLC
200 Boyd Business Pkwy.
Boyd, TX 76023

CONTRACT DATE: November 16, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the

Philadelphia Indemnity Insurance Company

, SURETY,

on Bond of

2L Construction, LLC

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety Company of any of its obligations to

Town of Flower Mound

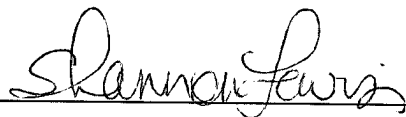
, OWNER,

as set forth in the said Surety Company's bond.

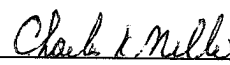
IN WITNESS WHEREOF,

the Surety has hereunto set its hand this 1st day of August, 2016

Attest:
(Seal)



Philadelphia Indemnity Insurance Company
Surety Company


Signature of Authorized Representative

Charles K. Miller, Attorney-In-Fact
Title

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Clint Norris, Steven J. Zinecker, Jessica Luna Montgomery, Shannon Lewis and Charles K. Miller of Southwest Assurance Group, Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

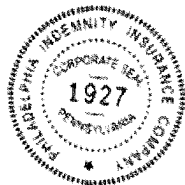
RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

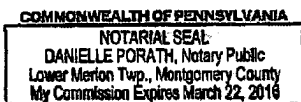
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of August, 2016.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Project:

Individual Park Improvements (Shadow Ridge & Bluebonnet)

Estimate No.: 7 & Final

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
	SHADOW RIDGE PARK											
D1	PROJECT SIGN	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%
D2	WORKZONE SAFETY FENCE (ORANGE)	LF	400	\$ 5.00	\$ 2,000.00	400.00	0.00	400.00	2,000.00	-	2,000.00	100.00%
D3	FURNISH, DELIVER AND INSTALL PREFAB CONC GOAL STANDARD, BACKBOARD, HOOP	EA	2	\$ 10,000.00	\$ 20,000.00	2.00	0.00	2.00	20,000.00	-	20,000.00	100.00%
D4	INSTALL PREFAB CONC GOAL STANDARD CONC FOOTING	EA	2	\$ 2,000.00	\$ 4,000.00	2.00	0.00	2.00	4,000.00	-	4,000.00	100.00%
D5	RELOCATE ADA PARKING SIGN AND UNIV POST	EA	1	\$ 500.00	\$ 500.00	1.00	0.00	1.00	500.00	-	500.00	100.00%
D6	BIOGRD EROS CTRL LOG (12" DIA)	LF	75	\$ 5.00	\$ 375.00	75.00	0.00	75.00	375.00	-	375.00	100.00%
D7-CO2	INSTALL/REMOVE TEMPORARY SEDIMENT CONTROL FENCE	LF	0.00	\$ 5.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
D8-CO1	BLOCK SODDING (BERMUDA)	SY	1,625.00	\$ 9.00	\$ 14,625.00	1625.00	0.00	1625.00	14,625.00	-	14,625.00	100.00%
D9	REM AND DISP METAL FRAME PICNIC TABLE	EA	2	\$ 200.00	\$ 400.00	2.00	0.00	2.00	400.00	-	400.00	100.00%
D10	REM AND DISP STEEL POST TRASH CAN HOLDERS	EA	2	\$ 200.00	\$ 400.00	2.00	0.00	2.00	400.00	-	400.00	100.00%
D11	REM AND DISP CONC PVMT AND FLATWORK	SY	62	\$ 60.00	\$ 3,720.00	62.00	0.00	62.00	3,720.00	-	3,720.00	100.00%
D12-CO2	CONC CURM (TY II) (CL C)	LF	70.00	\$ 50.00	\$ 3,500.00	70.00	0.00	70.00	3,500.00	-	3,500.00	100.00%
D13	CONC PVMT, CONT REINF-CRCP, (7" THICK) (BASKETBALL COURT) (50'X94') (CL C)	SY	523	\$ 75.00	\$ 39,225.00	523.00	0.00	523.00	39,225.00	-	39,225.00	100.00%
D14	CONC PVMT, CONT REINF-CRCP, (5" THICK) (PRE-FAB METAL SHADE STR PAD) (34') (CL C)	SY	85	\$ 85.00	\$ 7,225.00	85.00	0.00	85.00	7,225.00	-	7,225.00	100.00%
D15	CONC PVMT, CONT REINF-CRCP, (5" THICK) (85" SQUARE SHADE STR PAD) (CL C)	SY	12	\$ 80.00	\$ 960.00	12.00	0.00	12.00	960.00	-	960.00	100.00%
D16-CO2	CONC SIDEWALK (CONT REINF) (4" THICK) (CL C)	SY	410.60	\$ 70.00	\$ 28,742.00	410.60	0.00	410.60	28,742.00	-	28,742.00	100.00%
D17	CURB RAMP (TY 2) (CL C)	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	0.00	1.00	1,500.00	-	1,500.00	100.00%
D18-CO2	DRILL SHAFT (PRE FAB METAL SHADE STR) (18" DIA) (CL C)	LF	86.40	\$ 70.00	\$ 6,048.00	86.40	0.00	86.40	6,048.00	-	6,048.00	100.00%
D19-CO2	DRILL SHAFT (PRE FAB CONC GOAL STANDARD) (24" DIA) (CL C)	LF	34.40	\$ 85.00	\$ 2,924.00	34.40	0.00	34.40	2,924.00	-	2,924.00	100.00%
D20	DRILL SHAFT (85" SQUARE SHADE STRUCTURE) (18" DIA) (CL C)	LF	20.00	\$ 80.00	\$ 1,600.00	20.00	0.00	20.00	1,600.00	-	1,600.00	100.00%
D21	PAV MRK TY II (W) 4" (SLD) (PARKING AREA)	LF	150	\$ 3.00	\$ 450.00	150.00	0.00	150.00	450.00	-	450.00	100.00%
D22	PAV MRK TY II (SYMB) (PARKING AREA)	EA	1	\$ 300.00	\$ 300.00	1.00	0.00	1.00	300.00	-	300.00	100.00%
D23	BASKETBALL COURT STRIPING (FULL COURT)	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	2,500.00	-	2,500.00	100.00%
D24	FURNISH, DELIVER AND INSTALL CHARCOAL GRILL, DRILL SHAFT FOUNDATION AND CONC PAD (CONT REINF)(4" THICK)(3'X3')(CL C)	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	0.00	1.00	1,500.00	-	1,500.00	100.00%
D25-CO2	IRRIGATION PIPE RELOCATION AND INSTLLATION (PVC)	LF	100.00	\$ 15.00	\$ 1,500.00	100.00	0.00	100.00	1,500.00	-	1,500.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Project:

Individual Park Improvements (Shadow Ridge & Bluebonnet)

Estimate No.: 7 & Final

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
	BLUEBONNET PARK											
E1	PROJECT SIGN	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	1,000.00	-	1,000.00	100.00%
E2-CO2	WORKZONE SAFETY FENCE (ORANGE)	LF	200.00	\$ 5.00	\$ 1,000.00	200.00	0.00	200.00	1,000.00	-	1,000.00	100.00%
E3	FURNISH, DELIVER AND INSTALL PREFAB CONC GOAL STANDARD, BACKBOARD, HOOP	EA	1	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	10,000.00	-	10,000.00	100.00%
E4	INSTALL PREFAB CONC GOAL STANDARD CONC FOOTING	EA	1	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	2,000.00	-	2,000.00	100.00%
E5	RELOCATE ADA PARKING SIGN AND UNIV POST	EA	1	\$ 500.00	\$ 500.00	1.00	0.00	1.00	500.00	-	500.00	100.00%
E6	RELOCATE WOODEN POST PARK SIGN	EA	1	\$ 500.00	\$ 500.00	1.00	0.00	1.00	500.00	-	500.00	100.00%
E7	RELOCATE EX. TREE (2"-3" CALIPER)	EA	1	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	2,000.00	-	2,000.00	100.00%
E8	BIOGRD EROS CTRL LOG (12" DIA)	LF	0	\$ 5.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
E9-CO2	INSTALL/REMOVE TEMPORARY SEDIMENT CONTROL FENCE	LF	0.00	\$ 5.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
E10	BLOCK SODDING (BERMUDA)	SY	200	\$ 9.00	\$ 1,800.00	200.00	0.00	200.00	1,800.00	-	1,800.00	100.00%
E11	REM AND DISP CONC PVMT AND FLATWORK	SY	45	\$ 60.00	\$ 2,700.00	45.00	0.00	45.00	2,700.00	-	2,700.00	100.00%
E12	CONC PVMT, CONT REINF-CRCP, (7" THICK)(HALF BASKETBALL COURT)(50'X47')(CL C)	SY	262	\$ 75.00	\$ 19,650.00	262.00	0.00	262.00	19,650.00	-	19,650.00	100.00%
E13	CONC PVMT, CONT REINF-CRCP, (5" THICK) (PRE-FAB METAL SHADE STR PAD) (26') (CL C)	SY	56	\$ 85.00	\$ 4,760.00	56.00	0.00	56.00	4,760.00	-	4,760.00	100.00%
E14	CONC SIDEWALK (CONT REINF) (4" THICK) (CL C)	SY	95	\$ 70.00	\$ 6,650.00	95.00	0.00	95.00	6,650.00	-	6,650.00	100.00%
E15	CURB RAMP (TY 6) (CL C)	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	0.00	1.00	1,500.00	-	1,500.00	100.00%
E16-CO2	DRILL SHAFT (PRE-FAB METAL SHADE STR)(18" DIA)(CL C)	LF	0.00	\$ 70.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
E17-CO2	DRILL SHAFT (PRE-FAB CONC GOAL STANDARD) (24" DIA) (CL C)	LF	37.60	\$ 85.00	\$ 3,196.00	37.60	0.00	37.60	3,196.00	-	3,196.00	100.00%
E18	PAV MRK TY II (W) 4" (SLD) (PARKING AREA)	LF	270	\$ 3.00	\$ 810.00	270.00	0.00	270.00	810.00	-	810.00	100.00%
E19	PAV MRK TY II (SYMB) (PARKING AREA)	EA	1	\$ 300.00	\$ 300.00	1.00	0.00	1.00	300.00	-	300.00	100.00%
E20	BASKETBALL COURT STRIPING (HALF COURT)	LS	1	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	2,000.00	-	2,000.00	100.00%
E21	FURNISH, DELIVER AND INSTALL CHARCOAL GRILL, DRILL SHAFT FOUNDATION AND CONC PAD (CONT REINF)(4" THICK)(3'X3')(CL C)	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	0.00	1.00	1,500.00	-	1,500.00	100.00%
CO2-A	SPREAD FOOTINGS FOR PAVILION	EA	6.00	\$ 750.00	\$ 4,500.00	6.00	0.00	6.00	4,500.00	-	4,500.00	100.00%
CO2-B	COST OF DRILL RIG AND CRANE	LS	2,750.00	\$ 1.00	\$ 2,750.00	2750.00	0.00	2750.00	2,750.00	-	2,750.00	100.00%
TOTAL					214,110.00				214,110.00	-	214,110.00	100.00%



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: September 19, 2016

FROM: Debra Wallace, Deputy Town Manager/CFO *DW*

ITEM: Consider and approve annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

BACKGROUND INFORMATION: The River Walk Public Improvement District No. 1 (PID) was created on April 19, 2013 to finance certain improvement projects for the benefit of the property in the PID. A service and assessment plan (SAP) was prepared when the PID was created and pursuant to Chapter 372, Texas Local Government Code, must be reviewed and updated annually. The Town also adopted an assessment roll that identifies the assessment on each parcel within the PID. The annual update to the SAP also updates the Assessment Roll.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: Corey Admire, of Fulbright & Jaworski L.L.P., approved the original SAP as to form and legality.

ATTACHMENTS:

1. Annual Service Plan Update

RECOMMENDATION: Move to approve the annual update to the River Walk Public Improvement District No. 1 Service and Assessment Plan and Assessment Roll.

RIVERWALK PUBLIC IMPROVEMENT DISTRICT NO. 1

FLOWER MOUND, TEXAS

ANNUAL SERVICE PLAN UPDATE

September 14, 2016

RIVERWALK PUBLIC IMPROVEMENT DISTRICT NO. 1**ANNUAL SERVICE PLAN****A. Introduction**

The Riverwalk Public Improvement District No. 1 (the “PID”) was created pursuant to the PID Act and a resolution of the Town Council on April 19, 2013 to finance certain public improvement projects for the benefit of the property in the PID. The Town of Flower Mound, Texas Special Assessment Revenue Bonds, Series 2014 (Riverwalk Public Improvement District No. 1) (the “Bonds”) in the aggregate principal amount of \$16,000,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the Town identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The Town also adopted an assessment roll (the “Assessment Roll”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2016.

B. Update of the Service Plan***Annual Budget for the Public Improvements***

The current total estimated costs of the Authorized Improvements is equal to \$12,910,000, which remains the same as the budget estimates included in the original Service and Assessment Plan.

As shown by Table A in the following page, the PID has incurred indebtedness in the total amount of \$16,000,000 in the form of the Bonds, which are to be repaid from assessments.

Table A
Sources and Uses of Funds
Public Improvements

<u>Sources of Funds:</u>	
	Funded by the PID
Bond proceeds	\$16,000,000
Total sources of funds	\$16,000,000
<u>Uses of Funds:</u>	
Authorized Improvements:	
Estimated costs paid with Bonds	\$12,910,000
Subtotal: Construction costs	\$12,910,000
Costs of issuing the Bonds	
Deposit to capitalized interest fund	\$356,321
Deposit to debt service reserve fund	\$1,329,875
Bond issue costs	\$1,403,804
Subtotal: Costs of issuing the Bonds	\$3,090,000
Total uses of funds	\$16,000,000

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B.

Table B
Authorized Improvements
PID Sources and Uses of Funds
2014 - 2018

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds
2014	\$16,000,000	\$16,000,000	\$0
2015	\$0	\$0	\$0
2016	\$0	\$0	\$0
2017	\$0	\$0	\$0
2018	\$0	\$0	\$0
	\$16,000,000	\$16,000,000	\$0

Debt Service and Collection Costs

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Bonds is 6.513 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the additional interest of one-half of one percent, together with other estimated district administration costs, is included as Annual Collection Costs. These payments, the “Annual Installments” of the Assessments, shall be billed by the Town in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Assessment Ordinance or Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service on the Bonds will be paid from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and other district administration expenses. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Annual Installments to be collected for 2016

The budget for the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table C.

Table C
Budget for the Annual Installments
To be collected for 2016

	<u>Total</u>
Interest payment on March 1, 2017	\$521,063
Interest payment on September 1, 2017	\$521,063
Principal payment on September 1, 2017	\$200,000
Subtotal debt service on bonds	\$1,242,125
Annual collection costs	\$117,142
Subtotal Expenses	\$1,359,267
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense account	\$0
Subtotal funds available	\$0
Annual Installments	\$1,359,267

As shown in Table C above, the total Annual Installment for 2016 is equal to \$1,359,267. The total debt service payments on the Bonds and the Annual Collection Costs for 2016 are shown as \$1,242,125 and \$117,142, respectively.

According to the Service and Assessment Plan, 662.76 total Equivalent Units are estimated to be built within the PID. Accordingly, the net principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,874.17 (i.e. $\$1,242,125 \div 662.76 = \$1,874.17$) and the Annual Collection Costs to be collected from each Equivalent Unit will be \$176.75 (i.e. $\$117,142 \div 662.76 = \176.75). As a result, the total Annual Installment to be collected from each Equivalent Unit within the PID will be \$2,050.92 (i.e. $\$1,874.17 + \$176.75 = \$2,050.92$).

The list of parcels within the PID, the cumulative amount of Assessments on each parcel, the principal and interest, the Annual Collection Costs and the Annual Installment to be collected for 2016 are shown in the Assessment Roll summary attached hereto as Appendix A-2.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the Town Council provided that the PID Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the PID Costs to Parcels similarly benefited.

According to the Developer, the initial plan for a single category of townhomes in the PID has been revised to include two townhome categories based on the location of such townhomes with respect to the amenity area. As a result, Land Use Class 2 has been updated as follows and a new land use class (“Land Use Class 9”) has been created for the second category of townhomes as follows:

“Land Use Class 2” means lots identified as such on the Assessment Roll, which are referred to as townhomes in the CBD and being generally lots for an attached single family dwelling unit on individually platted lots adjacent to the River Walk amenity area.

“Land Use Class 9” means lots identified as such on the Assessment Roll, which are referred to as townhomes in the CBD and being generally lots for an attached single family dwelling unit on individually platted lots located along the outer periphery of the CBD.

According to the Developer the estimated home prices for the two townhome categories in Land Use Class 2 and Land Use Class 9 are \$380,500 and \$324,500, respectively. As a result, the Equivalent Unit factors for Land Use Class 2 and Land Use Class 9 are calculated as shown in Table D below.

Table D
Equivalent Unit Calculations
Land Use Class 2 and Land Use Class 9

Land Use Class	Estimated Home price	Equivalent Unit factor¹	Assessment per Unit²
Land Use Class 2	\$380,500	0.90	\$21,623
Land Use Class 9	\$324,500	0.76	\$18,435

1 - The Equivalent Unit factors are calculated (as rounded) by dividing the newly estimated home prices for each Land Use Class by the initial estimated home price of \$425,000 for Land Use Class 1.

2 – The Assessment per Unit is calculated by multiplying the Assessment per Equivalent Unit of \$24,141 shown in the Service and Assessment Plan by the Equivalent Units factors (as rounded) calculated in this table.

According to the Developer, the original development plan for Parcels 636005, 636005, 636015, 636019, 636020, 636021, 464947 and 527979 were changed as part of a revised development plan to develop additional residential units in the PID. The original development plan for each of these parcels is shown in Table E below.

Table E
Original Development Plan, Equivalent Units and Assessment Allocations

Parcel	Original Proposed Development Type	Land Use Class	No. of units/ Proposed use in 1,000 Sq. Ft	Assessment per EU	EU	Assessment Per Unit	Total EU	Total Assessment Allocated - Original
636005	Townhomes	2	36	\$24,141	0.69	\$16,658	24.84	\$599,675
636006	Townhomes	2	36	\$24,141	0.69	\$16,658	24.84	\$599,675
636015	Office	7	45	\$24,141	0.46	\$11,105	20.70	\$499,729
527979	Memory Care	5	100	\$24,141	0.42	\$10,139	42.00	\$1,013,942
464947	Row Houses	2	110	\$24,141	0.69	\$16,658	75.90	\$1,832,339
636019	Retail	6	8	\$24,141	0.69	\$16,658	5.52	\$133,261
636020	Retail	6	30	\$24,141	0.69	\$16,658	20.70	\$499,729
636021	Retail	6	35	\$24,141	0.69	\$16,658	24.15	\$583,017
Total							238.65	\$5,761,366

The revised development plan the Land Use Classes to be developed, as provided by the Developer, and the related Assessments reallocated to each Parcel are shown in Table F below based on the revised Equivalent Unit factors calculated and shown in Table D:

Table F
Revised Development Plan, Equivalent Units and Assessment Reallocations

Parcel	New Proposed Development Type	Land Use Class	New No. of units/ Proposed use in 1,000 Sq. Ft	Assessment per EU	New EU	New Assessment Per Unit	Total EU	Total Assessment Allocated - New
636005	Townhomes	2	36	\$24,141	0.90	\$21,623	32.24	\$778,424
636006	Townhomes	2	36	\$24,141	0.90	\$21,623	32.24	\$778,424
636015	Office	7	23	\$24,141	0.46	\$11,105	10.35	\$249,864
464947	Townhomes	2	84	\$24,141	0.90	\$21,623	75.24	\$1,816,322
527979	Townhomes	9	55	\$24,141	0.76	\$18,435	42.00	\$1,013,942
636015	Townhomes	2	52	\$24,141	0.90	\$21,623	46.58	\$1,124,390
636019								
636020								
636021								
Total							238.65	\$5,761,366

This method of assessing property has not been changed other than the updates shown above and the Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

The identification of each Parcel as Benefited Property, Assessed Property, and Non-Assessed Property; (ii) the Assessment for each Parcel, including any adjustments authorized by this Service and Assessment Plan or in the Act; (iii) the Principal Portion of the Assessment for each Parcel, including any adjustments authorized by this Service and Assessment Plan or in the Act; (iv) the Annual Installment for the Parcel for the year (if the Assessment is payable in installments); and (v) payments of the Assessment, if any, as provided by Section VI.C of this Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-2. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated number of units to be built on each newly subdivided Parcel

D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Developer and the Denton CAD records, there have been parcel subdivisions and adjustments in the PID applicable for the Annual Installments to be collected for 2016.

According to the Developer and project engineer, 55 separate Land Use Class 9 parcels were subdivided from Parcel 527979, 36 separate Land Use Class 2 parcels were subdivided from Parcel 655445 and 36 separate Land Use Class 2 parcels were subdivided from Parcel 655446 in 2016. As a result the Assessment amount allocated to Parcels 527979, 655445 and 655446 are reallocated to the 127 total newly subdivided

parcels as shown in Table G using the formula above. The total Assessment and total Equivalent Units on Parcels 527979, 655445 and 655446 prior to the new parcel subdivisions were \$1,013,942 and 42.00, \$778,424 and 32.24, and \$778,424 and 32.24, respectively. The Assessment reallocated to each Land Use Class 9 Parcel newly created from Parcel 527979 is, therefore, \$18,435 [$\$1,013,942 \times (0.76 \div 42) = \$18,435$]. The Assessment reallocated to each Land Use Class 2 Parcel newly created from Parcel 655445 is, therefore, \$21,623 [$\$778,424 \times (0.90 \div 32.24) = \$21,623$]. Similarly, the Assessment reallocated to each Land Use Class 2 Parcel newly created from Parcel 655446 is \$21,623 [$\$778,424 \times (0.90 \div 32.24) = \$21,623$]. See the notes to Table D regarding rounding on the Equivalent Unit factors.

According to the Developer and project engineer, Parcel 464947 was changed to Parcel 667418 as a result of a replat in 2014 and Parcel 655448 became part of Parcel 655447. In addition, Parcels 667424, 667425 and 667426 were created from Parcels 655440 and 655449 as a result of a replat as shown in Table G before the adjustments related to the reallocations described in Table E and F.

Table G
Assessment Reallocations from Replats

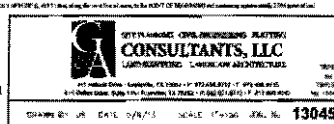
Prior to Consolidation/ Replat			After Consolidation/ Replat		
Parcel	Total Equivalent Units	Total Assessments	Parcel	Total Equivalent Units	Total Assessments
464947	75.24	\$1,816,322	667418	75.24	\$1,816,322
655447	47.52	\$1,147,203	655447	85.92	\$2,074,237
655448	38.40	\$927,033			
655449	158.09	\$3,816,479	667424	125.32	\$3,025,520
655440	41.64	\$1,005,288	667425	46.58	\$1,124,390
			667426	27.83	\$671,858
Total	360.89	\$8,712,326		360.89	\$8,712,326

There have been no Assessment prepayments as of August 31, 2016.

The list of current parcels within the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total assessments and current annual installment are shown in the assessment roll summary attached hereto as Appendix A-2.

The complete Assessment Roll is available for review at Flower Mound Town Hall, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028.

Appendix A-1
PID Map



Appendix A-2
Assessment Roll Summary – 2016

Riverwalk PID No. 1
Assessment Roll Summary 2016-17

Parcel	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2016-17
667418	\$1,816,322	\$141,006.18	\$13,298.01	\$154,304.19
563269	\$613,001	\$47,588.96	\$4,488.02	\$52,076.98
655453	\$836,213	\$64,917.55	\$6,122.24	\$71,039.80
655452	\$1,267,428	\$98,394.01	\$9,279.34	\$107,673.34
655447	\$2,074,237	\$161,028.82	\$15,186.30	\$176,215.12
667424	\$2,684,038	\$208,369.44	\$19,650.90	\$228,020.34
667425	\$1,124,390	\$87,289.56	\$8,232.10	\$95,521.66
667426	\$671,858	\$52,158.19	\$4,918.93	\$57,077.13
652930	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652931	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652932	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652933	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652934	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652935	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652936	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652937	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652938	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652939	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652940	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652941	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652942	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652943	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652944	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652945	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652946	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652947	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652948	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652949	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652950	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652951	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652952	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652953	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652954	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652955	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652956	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652957	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652958	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652959	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652960	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652961	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652962	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652963	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652964	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652965	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652966	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652967	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652968	\$24,141	\$1,874.17	\$176.75	\$2,050.92

Riverwalk PID No. 1
Assessment Roll Summary 2016-17

Parcel	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2016-17
652969	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652970	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652971	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652972	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652973	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652974	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652975	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652976	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652977	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652978	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652979	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652980	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652981	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652982	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652987	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652988	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652989	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652990	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652991	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652992	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652993	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652994	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652995	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652996	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652997	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652998	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652999	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653000	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653001	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653002	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653003	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653004	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653005	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653006	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653007	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653011	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653012	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653013	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653014	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653015	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653016	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653017	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653018	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653019	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653020	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653021	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653022	\$24,141	\$1,874.17	\$176.75	\$2,050.92

Riverwalk PID No. 1
Assessment Roll Summary 2016-17

Parcel	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2016-17
653023	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653024	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653025	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653027	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653028	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653029	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653030	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653031	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653032	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653033	\$24,141	\$1,874.17	\$176.75	\$2,050.92
653034	\$24,141	\$1,874.17	\$176.75	\$2,050.92
652983	\$0	\$0.00	\$0.00	\$0.00
652984	\$0	\$0.00	\$0.00	\$0.00
652985	\$0	\$0.00	\$0.00	\$0.00
652986	\$0	\$0.00	\$0.00	\$0.00
653008	\$0	\$0.00	\$0.00	\$0.00
653009	\$0	\$0.00	\$0.00	\$0.00
653010	\$0	\$0.00	\$0.00	\$0.00
653026	\$0	\$0.00	\$0.00	\$0.00
653035	\$0	\$0.00	\$0.00	\$0.00
653036	\$0	\$0.00	\$0.00	\$0.00
653037	\$0	\$0.00	\$0.00	\$0.00
653038	\$0	\$0.00	\$0.00	\$0.00
675215	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675216	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675217	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675218	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675219	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675220	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675221	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675222	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675223	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675227	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675228	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675229	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675230	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675231	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675232	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675233	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675234	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675237	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675238	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675239	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675240	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675241	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675242	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675243	\$18,435	\$1,431.19	\$134.97	\$1,566.16

Riverwalk PID No. 1
Assessment Roll Summary 2016-17

Parcel	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2016-17
675245	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675246	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675247	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675248	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675249	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675250	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675251	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675252	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675256	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675257	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675258	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675259	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675260	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675261	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675262	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675263	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675264	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675265	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675266	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675267	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675268	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675269	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675270	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675275	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675276	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675277	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675278	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675279	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675280	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675281	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675282	\$18,435	\$1,431.19	\$134.97	\$1,566.16
675224	\$0	\$0.00	\$0.00	\$0.00
675225	\$0	\$0.00	\$0.00	\$0.00
675226	\$0	\$0.00	\$0.00	\$0.00
675235	\$0	\$0.00	\$0.00	\$0.00
675236	\$0	\$0.00	\$0.00	\$0.00
675244	\$0	\$0.00	\$0.00	\$0.00
675253	\$0	\$0.00	\$0.00	\$0.00
675254	\$0	\$0.00	\$0.00	\$0.00
675255	\$0	\$0.00	\$0.00	\$0.00
675271	\$0	\$0.00	\$0.00	\$0.00
675272	\$0	\$0.00	\$0.00	\$0.00
675273	\$0	\$0.00	\$0.00	\$0.00
675274	\$0	\$0.00	\$0.00	\$0.00
675283	\$0	\$0.00	\$0.00	\$0.00
675284	\$0	\$0.00	\$0.00	\$0.00
675285	\$0	\$0.00	\$0.00	\$0.00

Riverwalk PID No. 1
Assessment Roll Summary 2016-17

Parcel	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2016-17
667598	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667599	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667600	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667601	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667602	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667603	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667604	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667605	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667606	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667607	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667608	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667609	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667610	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667611	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667612	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667613	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667614	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667615	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667618	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667619	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667620	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667621	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667622	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667623	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667624	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667625	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667626	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667627	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667628	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667629	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667630	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667631	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667632	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667633	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667634	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667635	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667637	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667638	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667639	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667640	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667641	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667642	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667643	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667644	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667645	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667646	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667647	\$21,623	\$1,678.64	\$158.31	\$1,836.95

Riverwalk PID No. 1
Assessment Roll Summary 2016-17

Parcel	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2016-17
667648	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667649	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667650	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667651	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667652	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667653	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667654	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667656	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667657	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667658	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667659	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667660	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667661	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667662	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667663	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667664	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667665	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667666	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667667	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667668	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667669	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667670	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667671	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667672	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667673	\$21,623	\$1,678.64	\$158.31	\$1,836.95
667616	\$0	\$0.00	\$0.00	\$0.00
667617	\$0	\$0.00	\$0.00	\$0.00
667636	\$0	\$0.00	\$0.00	\$0.00
667655	\$0	\$0.00	\$0.00	\$0.00
667674	\$0	\$0.00	\$0.00	\$0.00
667675	\$0	\$0.00	\$0.00	\$0.00
Total	\$16,000.000	\$1,242.125.00	\$117,142.28	\$1,359,267.28



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: September 19, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and making appropriations for each fund and department; ratify property tax revenue increase reflected in the budget.

BACKGROUND INFORMATION: The FY 2016-2017 Proposed Budget is hereby presented for adoption in fund total. Section 9.08 of the Town's Charter states that, "The budget shall be adopted by the favorable vote of three (3) of the members of the Town Council."

The Flower Mound Town Council and staff held the FY 2016-2017 Budget Work Session on August 11, 2016, in the Council Chambers. A public hearing for the Proposed Budget was also held on August 15, 2016. The proposed budget for FY 2016-2017 includes a five-year Capital Improvement Program (CIP).

The proposed budget for the General Fund includes \$57,539,290 in revenues and \$58,961,411 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages. Agencies that provide community support for the Town of Flower Mound, and meet certain criteria are eligible to request community support funding. The proposed budget includes \$272,250 for community support funding.

The proposed budget for the Utility Fund includes \$41,471,788 in revenues, and \$41,018,926 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages.

The proposed budget for the Stormwater Utility Fund includes \$1,558,385 in revenues, and \$1,539,941 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages.

The Town utilizes three Internal Service Funds. The three funds are 1)the Health Insurance/Flex Fund, 2)the Vehicle, and Equipment, Replacement Fund and 3)the Technology Replacement Fund. The Health Insurance/Flex Fund is supported by internal charges and employee contributions. The proposed budget for the Health Insurance/Flex Fund includes \$9,199,517 in revenues, and \$9,237,705 in expenditures. The Vehicle, and Equipment, Replacement Fund and the Technology Replacement Fund are supported by internal transfers. The Vehicle, and Equipment, Replacement Fund includes \$2,367,578 in revenues, and \$3,750,000 in expenditures. The Technology Replacement Fund includes \$277,810 in revenues, and \$269,960 in expenditures.

The first year of the five-year General Government Capital Improvement Program (CIP) addresses needs pertaining to streets, signals, facilities and parks, and totals \$30,376,736. The largest portion of the CIP for FY 2016-2017 is dedicated to street and signal projects for \$13,955,000, \$3,681,736 for park projects and \$12,740,000 for facilities. These projects will be supported by \$15,082,000 in additional debt.

The five-year CIP in the Utility Fund is approximately \$16,735,000 for FY 2016-2017, which includes water and wastewater lines and stormwater projects. These projects will be supported by \$15,020,000 in additional debt.

A complete listing of Funds approved is included in the Fiscal Impact section.

Since the budget will require raising more revenue from property taxes than in the previous year, Section 102.007(c), Local Government Code, requires a separate vote of the governing body (in addition to and separate from the vote to adopt the budget) to ratify the property tax revenue increase reflected in the budget. This separate motion is set out below under the recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:

General Fund	\$ 58,961,411
Utility Fund	41,018,926
Stormwater Utility Fund	1,539,941
Health insurance/Flex Fund	9,237,705
Vehicle and Equipment Replacement Fund	3,750,000
Technology Replacement Fund	269,960
Library Development Fund	25,000
TIRZ Fund	5,541,903
Park Development Fund	2,118,084
Tree Preservation Fund	177,870
Public Education Government (PEG) Fund	525,910
Street Maintenance Sales Tax Fund	5,799,182
4B Parks Sales Tax Fund	4,333,720
Park & Recreation Special Activities Fund	133,300
Flower Mound Log Cabin	17,188
IRS Equitable Sharing Fund	-
Animal Care Fund	22,000
CDBG-HUD Grant Fund	177,455
Neighborhood Improvement Fund	160,000
Municipal Court Security Fund	29,100
Municipal Court Technology Fund	82,890
General Debt Service Fund	9,148,190
Total Expenditures	\$ 143,069,735

Proposed Revenue:

(next page)

General Fund	\$ 57,539,290
Utility Fund	41,471,788
Stormwater Utility Fund	1,558,385
Health insurance/Flex Fund	9,199,517
Vehicle and Equipment Replacement Fund	2,367,578
Technology Replacement Fund	277,810
Library Development Fund	15,050
TIRZ Fund	3,559,571
Park Development Fund	3,500
Tree Preservation Fund	25,800
Public Education Government (PEG) Fund	246,000
Street Maintenance Sales Tax Fund	2,704,125
4B Parks Sales Tax Fund	2,704,125
Park & Recreation Special Activities Fund	139,120
Flower Mound Log Cabin	-
IRS Equitable Sharing Fund	200
Animal Care Fund	9,075
CDBG-HUD Grant Fund	177,455
Neighborhood Improvement Fund	101,420
Municipal Court Security Fund	22,360
Municipal Court Technology Fund	29,850
General Debt Service Fund	9,198,580
Total Resources	\$ 131,350,599

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

DW

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

ATTACHMENTS:

1. Ordinance

RECOMMENDATION:

1. Move to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and making appropriations for each fund and department.
2. Move to ratify the property tax revenue increase reflected in the FY 2016-2017 budget.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Manager has caused to be filed with the Town Secretary a budget to cover all proposed expenditures of the government of the Town for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and,

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and,

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and,

WHEREAS, notice of public hearing on the proposed Annual Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and,

WHEREAS, one (1) such public hearing was held on August 15, 2016, prior approval of which date being hereby ratified and confirmed by the Town Council, and all those wishing to speak on the budget were heard; and,

WHEREAS, the Town Council has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached in fund total hereto is in the best interest of the Town of Flower Mound; and,

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

SECTION 1

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

SECTION 2

The budget attached in fund total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2016, and ending September 30, 2017, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget. The budget includes a contingent

ORDINANCE NO. _____**PAGE 2**

appropriation in the General Fund of \$5,896,141 (i.e., 10 percent of total expenditures) to be used in the event of unforeseen items of expenditure. Such contingent appropriations shall be under the control of the Town Manager and distributed by him, after approval of the Town Council.

SECTION 3

No expenditure of the funds of the Town shall hereafter be made except in strict compliance with said budget, except that in the case of public necessity, the Town Council shall authorize amendments to said budget such emergency expenditures to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Ordinance, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 6

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage.

ORDINANCE NO. _____

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DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th DAY OF SEPTEMBER, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. _____

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EXHIBIT A

Town of Flower Mound, Texas
FY 16-17

PROPOSED REVENUES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Property Taxes	\$ 29,836,331	\$ 8,970,830	\$ -	\$ -	\$ -
Utility Franchise Fees	6,098,500	-	-	-	-
Sales Tax Collections	11,110,095	-	-	-	-
Other Taxes	200,000	-	-	-	-
Charges for Current Services	2,960,352	-	-	-	-
Licenses and Permits	2,268,855	-	-	-	-
Fines and Forfeitures	901,772	-	-	-	-
Investment Earnings	60,000	6,000	23,000	600	-
Intergovernmental Revenue	641,450	-	-	-	-
Interfund Transfer	2,200,296	-	-	-	-
Other Revenue	1,261,639	221,750	130,000	-	-
Water Sales	-	-	30,401,337	-	-
Sewer Charges	-	-	10,342,451	-	-
Stormwater Fees	-	-	-	1,322,785	-
Drainage Inspections	-	-	-	225,000	-
Meter and Connect Fees	-	-	175,000	-	-
Solid Waste Collection	-	-	100,000	-	-
Penalties-Utility Billing	-	-	300,000	10,000	-
Health Insurance Fund	-	-	-	-	9,199,517
Vehicle and Equipment Replacement Fund	-	-	-	-	2,367,578
Technology Replacement Fund	-	-	-	-	277,810
TOTAL REVENUE	\$ 57,539,290	\$ 9,198,580	\$ 41,471,788	\$ 1,558,385	\$ 11,844,905

PROPOSED EXPENDITURES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Town Manager's Office	\$ 1,296,014	\$ -	\$ -	\$ -	\$ -
Legislative Services	453,170	-	-	-	-
Development Services	2,255,052	-	468,116	134,618	-
Community Services	9,292,408	-	-	-	-
Police Services	12,783,200	-	-	-	-
Financial Services	3,489,625	-	1,642,003	-	-
Administrative Services	5,404,559	-	-	-	-
Fire & Emergency Services	12,870,161	-	-	-	-
Community Relations	824,374	-	-	-	-
General Fund Non-Departmental	4,079,257	-	-	-	-
Utility Fund Non-Departmental	-	-	11,746,437	-	-
Public Works	4,719,115	-	27,162,370	1,325,517	-
Environmental Services	1,494,476	-	-	79,806	-
Debt Service	-	9,148,190	-	-	-
Health Insurance Fund	-	-	-	-	9,237,705
Vehicle and Equipment Replacement Fund	-	-	-	-	3,750,000
Technology Replacement Fund	-	-	-	-	269,960
TOTAL EXPENDITURES	\$ 58,961,411	\$ 9,148,190	\$ 41,018,926	\$ 1,539,941	\$ 13,257,665
NET CHANGE	\$ (1,422,121)	\$ 50,390	\$ 452,862	\$ 18,444	\$ (1,412,760)

2016-2017 FUND BALANCE PROJECTION

	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Unassigned Fund Balance 10/1/16	\$ 13,269,307	\$ 825,532	\$ 10,371,654	\$ 254,015	\$ 9,694,776
Revenue	57,539,290	9,198,580	41,471,788	1,558,385	11,844,905
Expenditure	(58,961,411)	(9,148,190)	(41,018,926)	(1,539,941)	(13,257,665)
Unassigned Fund Balance 09/30/17	\$ 11,847,186	\$ 875,922	\$ 10,824,516	\$ 272,459	\$ 8,282,016

ORDINANCE NO. _____

PAGE 5

EXHIBIT A

PROPOSED REVENUES	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund	Strt Maint Sales Tax Fund	4B Parks Sales Tax Fund
Taxes	\$ -	\$ 3,553,571	\$ -	\$ -	\$ 245,000	\$ 2,698,125	\$ 2,698,125
Licenses and Permits	-	-	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-	-
Fines and Forfeitures	-	-	-	25,000	-	-	-
Interest Earnings	50	6,000	3,500	800	1,000	6,000	6,000
Interfund Transfer	-	-	-	-	-	-	-
Other Revenue	15,000	-	-	-	-	-	-
TOTAL REVENUE	\$ 15,050	\$ 3,559,571	\$ 3,500	\$ 25,800	\$ 246,000	\$ 2,704,125	\$ 2,704,125
PROPOSED EXPENDITURES	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund	Strt Maint Sales Tax Fund	4B Parks Sales Tax Fund
Town Manager's Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative Services	-	-	-	-	-	-	-
Development Services	-	-	-	-	-	-	-
Community Services	25,000	-	2,118,084	-	-	-	4,333,720
Police Services	-	-	-	-	-	-	-
Financial Services	-	5,541,903	-	-	-	-	-
Administrative Services	-	-	-	-	525,910	-	-
Fire & Emergency Services	-	-	-	-	-	-	-
Community Relations	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	5,799,182	-
Environmental Services	-	-	-	177,870	-	-	-
TOTAL EXPENDITURES	\$ 25,000	\$ 5,541,903	\$ 2,118,084	\$ 177,870	\$ 525,910	\$ 5,799,182	\$ 4,333,720
NET CHANGE	\$ (9,950)	\$ (1,982,332)	\$ (2,114,584)	\$ (152,070)	\$ (279,910)	\$ (3,095,057)	\$ (1,629,595)
2016-2017 FUND BALANCE PROJECTION	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund	Strt Maint Sales Tax Fund	4B Parks Sales Tax Fund
Unassigned Fund Balance 10/1/16	\$ 16,816	\$ 1,982,332	\$ 2,114,584	\$ 599,124	\$ 279,910	\$ 3,095,057	\$ 1,629,595
Revenue	15,050	3,559,571	3,500	25,800	246,000	2,704,125	2,704,125
Expenditure	(25,000)	(5,541,903)	(2,118,084)	(177,870)	(525,910)	(5,799,182)	(4,333,720)
Unassigned Fund Balance 09/30/17	\$ 6,866	\$ -	\$ -	\$ 447,054	\$ -	\$ -	\$ -

ORDINANCE NO. _____

PAGE 6

EXHIBIT A

PROPOSED REVENUES	Park & Rec Spc Activities Fund	Flower Mound Log Cabin Fund	IRS Equitable Sharing Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	Muni Court Security Fund	Muni Court Technology Fund
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and Permits	-	-	-	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	177,455	-	-	-
Charges for Services	139,000	-	-	-	-	75,000	-	-
Fines and Forfeitures	-	-	-	-	-	-	22,310	29,750
Interest Earnings	120	-	200	75	-	120	50	100
Interfund Transfer	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	9,000	-	26,300	-	-
TOTAL REVENUE	\$ 139,120	\$ -	\$ 200	\$ 9,075	\$ 177,455	\$ 101,420	\$ 22,360	\$ 29,850
PROPOSED EXPENDITURES	Park & Rec Spc Activities Fund	Flower Mound Log Cabin Fund	IRS Equitable Sharing Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	Muni Court Security Fund	Muni Court Technology Fund
Town Manager's Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative Services	-	-	-	-	-	-	-	-
Development Services	-	-	-	-	-	-	-	-
Community Services	133,300	17,188	-	-	-	-	-	-
Police Services	-	-	-	22,000	-	-	-	-
Financial Services	-	-	-	-	-	-	29,100	82,890
Administrative Services	-	-	-	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-	-	-	-
Community Relations	-	-	-	-	177,455	-	-	-
Public Works	-	-	-	-	-	-	-	-
Environmental Services	-	-	-	-	-	160,000	-	-
TOTAL EXPENDITURES	\$ 133,300	\$ 17,188	\$ -	\$ 22,000	\$ 177,455	\$ 160,000	\$ 29,100	\$ 82,890
NET CHANGE	\$ 5,820	\$ (17,188)	\$ 200	\$ (12,925)	\$ -	\$ (58,580)	\$ (6,740)	\$ (53,040)
2016-2017 FUND BALANCE PROJECTION	Park & Rec Spc Activities Fund	Flower Mound Log Cabin Fund	IRS Equitable Sharing Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	Muni Court Security Fund	Muni Court Technology Fund
Unassigned Fund Balance 10/1/16	\$ 121,383	\$ 17,188	\$ 611,136	\$ 48,168	\$ -	\$ 68,804	\$ 25,035	\$ 60,319
Revenue	139,120	-	200	9,075	177,455	101,420	22,360	29,850
Expenditure	(133,300)	(17,188)	-	(22,000)	(177,455)	(160,000)	(29,100)	(82,890)
Unassigned Fund Balance 09/30/17	\$ 127,203	\$ -	\$ 611,336	\$ 35,243	\$ -	\$ 10,224	\$ 18,295	\$ 7,279



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: September 19, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

BACKGROUND INFORMATION: Section 363.204 of the Local Government Code requires the budget to be adopted by the Crime Control and Prevention District (Crime District), Board of Directors.

At the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow similar procedures and dates to the Town's annual budget.

The Flower Mound Town Council acting as the Board of Directors for the Crime District and staff held the FY 2016-2017 Budget Work Session on August 11, 2016, in the Council Chambers. A public hearing for the Crime District's Proposed Budget was held on August 15, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$2,658,653	Fund 318-Crime District
Proposed Expenditure:	Account Number(s):
\$2,725,898	Fund 318-Crime District

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

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

ATTACHMENTS:

1. Resolution

RECOMMENDATION: The Town Council, acting as the Board of Directors for the Crime Control and Prevention District, move to approve a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District ("Crime District") has adopted procedures for adopting a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and

WHEREAS, notice of public hearing on the proposed Crime District Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, one (1) such public hearing was held on August 15, 2016, prior approval of such date being hereby ratified and confirmed by the Town Council acting as the Board of Directors for the Crime District, and all those wishing to speak on the budget were heard; and

WHEREAS, the Town Council acting as the Board of Directors for the Crime District has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached is in the best interest of the Crime District.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, THAT:

RESOLUTION NO. _____**PAGE 2****SECTION 1**

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

SECTION 2

The budget attached in total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2016, and ending September 30, 2017, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

SECTION 3

No expenditure of the funds of the Crime District shall hereafter be made except in strict compliance with said budget except that, in the case of public necessity, the Town Council acting as the Board of Directors of the Crime District shall authorize amendments to said budget for emergency expenditures necessary to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Crime District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Resolution shall take effect immediately from and after its passage.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th DAY OF SEPTEMBER, 2016.

RESOLUTION NO. _____

PAGE 3

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

RESOLUTION NO. _____

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EXHIBIT A

Town of Flower Mound, Texas
FY 16-17

CRIME CONTROL AND PREVENTION DISTRICT

PROPOSED REVENUES	Crime District Sales Tax Fund
Taxes	\$ 2,657,653
Licenses and Permits	-
Intergovernmental Revenue	-
Charges for Services	-
Fines and Forfeitures	-
Interest Earnings	1,000
Interfund Transfer	-
Other Revenue	-
TOTAL REVENUE	\$ 2,658,653

PROPOSED EXPENDITURES	Crime District Sales Tax Fund
Town Manager's Office	\$ -
Legislative Services	-
Development Services	-
Community Services	-
Police Services	2,725,898
Financial Services	-
Fire & Emergency Services	-
Community Relations Services	-
Infrastructure Services	-
TOTAL EXPENDITURES	\$ 2,725,898
NET CHANGE	\$ (67,245)

2016-2017 FUND BALANCE PROJECTION	Crime District Sales Tax Fund
Unassigned Fund Balance 10/1/16	\$ 314,845
Revenue	2,658,653
Expenditure	(2,725,898)
Unassigned Fund Balance 09/30/17	\$ 247,600



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: September 19, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

BACKGROUND INFORMATION: Section 344.204 of the Local Government Code requires the budget to be adopted by the Fire Control, Prevention, and Emergency Medical Services District (Fire District), Board of Directors.

At the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget.

The Flower Mound Town Council acting as the Board of Directors for the Fire District and staff held the FY 2016-2017 Budget Work Session on August 11, 2016, in the Council Chambers. A public hearing for the Fire District's Proposed Budget was held on August 15, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$2,644,213	Fund 319-Fire District
Proposed Expenditure:	Account Number(s):
\$2,625,853	Fund 319-Fire District

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

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

ATTACHMENTS:

1. Resolution

RECOMMENDATION: The Town Council, acting as the Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, move to approve 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, 2016, and ending on September 30, 2017.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting a budget that are different from the procedures outlined in Texas Local Government Code Section 344.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and

WHEREAS, notice of public hearing on the proposed Fire District Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, one (1) such public hearing was held on August 15, 2016, prior approval of such date being hereby ratified and confirmed by the Town Council acting as the Board of Directors for the Fire District, and all those wishing to speak on the budget were heard; and

WHEREAS, the Town Council acting as the Board of Directors for the Fire District has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached is in the best interest of the Town of Flower Mound Fire District.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, THAT:

RESOLUTION NO. _____

PAGE 2

SECTION 1

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

SECTION 2

The budget attached in total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2016, and ending September 30, 2017, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

SECTION 3

No expenditure of the funds of the Fire District shall hereafter be made except in strict compliance with said budget except that, in the case of public necessity, the Town Council acting as the Board of Directors of the Fire District shall authorize amendments to said budget for emergency expenditures necessary to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Fire District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Resolution shall take effect immediately from and after its passage.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th DAY OF SEPTEMBER, 2016.

RESOLUTION NO. _____

PAGE 3

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

EXHIBIT "A"

Attachment 1

**Town of Flower Mound, Texas
FY 16-17**

**FIRE CONTROL, PREVENTION, AND EMERGENCY
MEDICAL SERVICES DISTRICT**

PROPOSED REVENUES	Fire District Sales Tax Fund
Taxes	\$ 2,644,163
Licenses and Permits	-
Intergovernmental Revenue	-
Charges for Services	-
Fines and Forfeitures	-
Interest Earnings	50
Interfund Transfer	-
Other Revenue	-
TOTAL REVENUE	\$ 2,644,213
PROPOSED EXPENDITURES	Fire District Sales Tax Fund
Town Manager's Office	\$ -
Legislative Services	-
Development Services	-
Community Services	-
Police Services	-
Financial Services	-
Fire & Emergency Services	2,625,853
Community Relations Services	-
Infrastructure Services	-
TOTAL EXPENDITURES	\$ 2,625,853
NET CHANGE	\$ 18,360
2016-2017 FUND BALANCE PROJECTION	Fire District Sales Tax Fund
Unreserved Fund Balance 10/1/16	\$ 86,128
Revenue	2,644,213
Expenditure	(2,625,853)
Unreserved Fund Balance 09/30/17	\$ 104,488



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: September 19, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: Consider approval of an ordinance adopting the 2016 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.4390 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016.

BACKGROUND INFORMATION: The Denton Central Appraisal District and the Tarrant Appraisal District provide the final appraisal rolls during the budget process that are utilized by the Town in the calculation of the Town's property tax revenues. The Chief Appraisers certify the appraisal rolls that allow the Town to calculate and submit the effective and rollback tax rates and estimate revenues. On August 4, 2016, the Town Council approved the certified appraisal roll. The approval of the tax rolls is an annual process required by Section 26.09(e) of the Texas Tax Code.

This ordinance apportions the tax levy for the purpose of defraying the current expenses of the General Fund (i.e., \$0.337669) and for creating an interest and sinking fund for outstanding bonded indebtedness not otherwise provided for (i.e., \$0.101331); it also provides for the collection and payment of taxes, and assesses penalties and interest for the nonpayment of taxes within the time set.

Effective January 1, 2016, an ordinance setting a property tax rate that exceeds the effective tax rate (as with this ordinance) requires the affirmative vote of at least 60% of the members of the governing body.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$40,751,884

Proposed Revenue:	Account Number(s):
\$29,577,226	100-4105 Property Taxes
8,875,830	110-4105 Property Taxes
2,298,828	308-4105 Property Taxes

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

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

ATTACHMENTS:

1. Ordinance

RECOMMENDATION: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.4390 per \$100 of assessed value, which is effectively a 5.75 percent increase in the tax rate; and move to approve an ordinance adopting the 2016 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.4390 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016."

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.4390 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2016; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2016 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council hereby finds that the tax rate for the fiscal year beginning October 1, 2016, and ending September 30, 2017, hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017; and

WHEREAS, the Town Council provided notice of the effective tax rate as required by law; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

SECTION 1

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

ORDINANCE NO. _____

PAGE 2

SECTION 2

There be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Flower Mound, Texas, and not exempt by the Constitution of the State and valid state laws, a tax rate of \$0.4390 on each One Hundred Dollars (\$100) assessed value of taxable property, which shall be apportioned and distributed as follows:

- A. For the purpose of defraying the current expenses of the municipal government of the Town, a tax rate of \$0.337669 on each One Hundred Dollars (\$100) assessed value of all taxable property within the Town; and
- B. For the purpose of creating an interest and sinking fund to pay the interest and principal of all outstanding debt obligations of the Town, not otherwise provided for, a tax rate of \$0.101331 on each One Hundred Dollars (\$100) assessed value of all taxable property within the Town.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.75 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$24.51.

SECTION 3

All ad valorem taxes shall become due and payable on October 1, 2016 and all ad valorem taxes shall become delinquent after January 31, 2017. There shall be no discount for payment of taxes prior to said January 31, 2017. If any person fails to pay said ad valorem taxes on or before January 31, 2017, the following penalties shall be payable thereon, to-wit:

During the month of February 2017, six percent	(6%)
During the month of March 2017, seven percent	(7%)
During the month of April 2017, eight percent	(8%)
During the month of May 2017, nine percent	(9%)
During the month of June 2017, ten percent	(10%)
On or after July 1, 2017, twelve percent	(12%)

ORDINANCE NO. _____

PAGE 3

SECTION 4

Taxes shall be payable at the offices of the Denton County Tax Office. The Town shall have available all rights and remedies provided by law for enforcement of the collection of taxes levied under this Ordinance.

SECTION 5

All delinquent taxes shall bear interest at the rate of twelve percent (12%) per annum, in addition to the penalties.

SECTION 6

The Town Council hereby approves the 2016 tax rolls of the Town of Flower Mound, Texas, in the amount of \$40,751,884.00, based upon the certified appraisal roll and roll under protest as approved by the Appraisal Review Boards of the Denton Central Appraisal District and the Tarrant Appraisal District, to be used for the authorized collection of ad valorem taxes for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

SECTION 7

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2016 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2017.

SECTION 8

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the Town further provides that all 2016 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 9

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

ORDINANCE NO. _____

PAGE 4

SECTION 10

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11

The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, requires that this Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th DAY OF SEPTEMBER, 2016.

APPROVED:

Thomas E. Hayden, MAYOR**ATTEST:**

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

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: September 19, 2016

FROM: Debra Wallace, Deputy Town Manager/CFO *DW*

ITEM: Consider and provide direction on the architectural design of the new Town Hall.

BACKGROUND INFORMATION: At the September 6, 2016 Town Council meeting, the architectural firm of Oxley Williams and Tharp presented three different elevations/options for the new Town Hall building. Input was received by Town Council. Tonight the architects are presenting two revised elevations/options based on those comments. Staff is requesting formal direction on the design option that Town Council would like the architects to move forward with.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The project design will be delayed until a design option is approved.

FISCAL IMPACT: N/A

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: None

RECOMMENDATION: Move to approve architectural design option __, as presented, for the Town Hall building.



TOWN COUNCIL AGENDA ITEM NO. 20 REGULAR ITEM

DATE: September 19, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0004 – Explorations Preparatory School) for the Explorations Preparatory School. The property is generally located south of Flower Mound Road and west of Strait Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 12, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 2.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Additional Correspondence

DRAFT MOTION: Move to approve a request for a Comprehensive Sign Package (CSP16-0004 – Explorations Preparatory School) for the Explorations Preparatory School.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: September 12, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0004 - Explorations Preparatory School) for the Explorations Preparatory School. The property is generally located south of Flower Mound Road and west of Strait Lane.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to construct a monument sign along the street frontage of Flower Mound Road for Explorations Preparatory School, a private school for Pre-K through eighth grade. The Town's sign regulation allows one ground sign per frontage on a lot. The Explorations Preparatory School shares the site with Flower Mound Presbyterian Church, which was built in 1901 and has a State of Texas historical marker in front of the church. A ground sign identifying the church use already exists on the site. The applicant has indicated in the letter of intent (see Attachment A(2)) that since the school is not affiliated with the church, a second ground sign is necessary to identify the school building.

As part of the Comprehensive Sign Package, the applicant is requesting a double faced monument sign that would be placed on the west side of the western drive to the site. The sign complies with the Town's requirements that it be located at least 15 feet from the adjacent right-of-way, at least 60 feet from an adjacent property line, and at least 120 feet from another ground sign. The proposed monument sign measures 50 square feet which is below the allowable 60 square feet. The sign contains 35 square feet (approximately 70 percent) that is dedicated for tenant identification. Therefore, the sign meets the 75 percent allowance for tenant identification. The proposed sign is architecturally compatible with the colors and materials of the building and complements the existing ground sign.

The Town's Sign Code states that the purpose of a Comprehensive Sign Package is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration." Comprehensive sign packages are expected to incorporate more than just architectural details to be considered "meritorious." In June 2013, in order to better illustrate the Town's expectation for meritorious design, the Planning and Zoning Commission recommended that a visual guide be created containing examples of appropriate CSPs in Flower Mound to be used as a reference guide for staff and prospective applicants (see Attachment A(3)).

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Comprehensive Sign Package requests. At the time this report was written, staff had received no correspondence regarding the request.

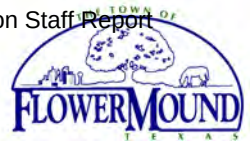
IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. CSP Guide

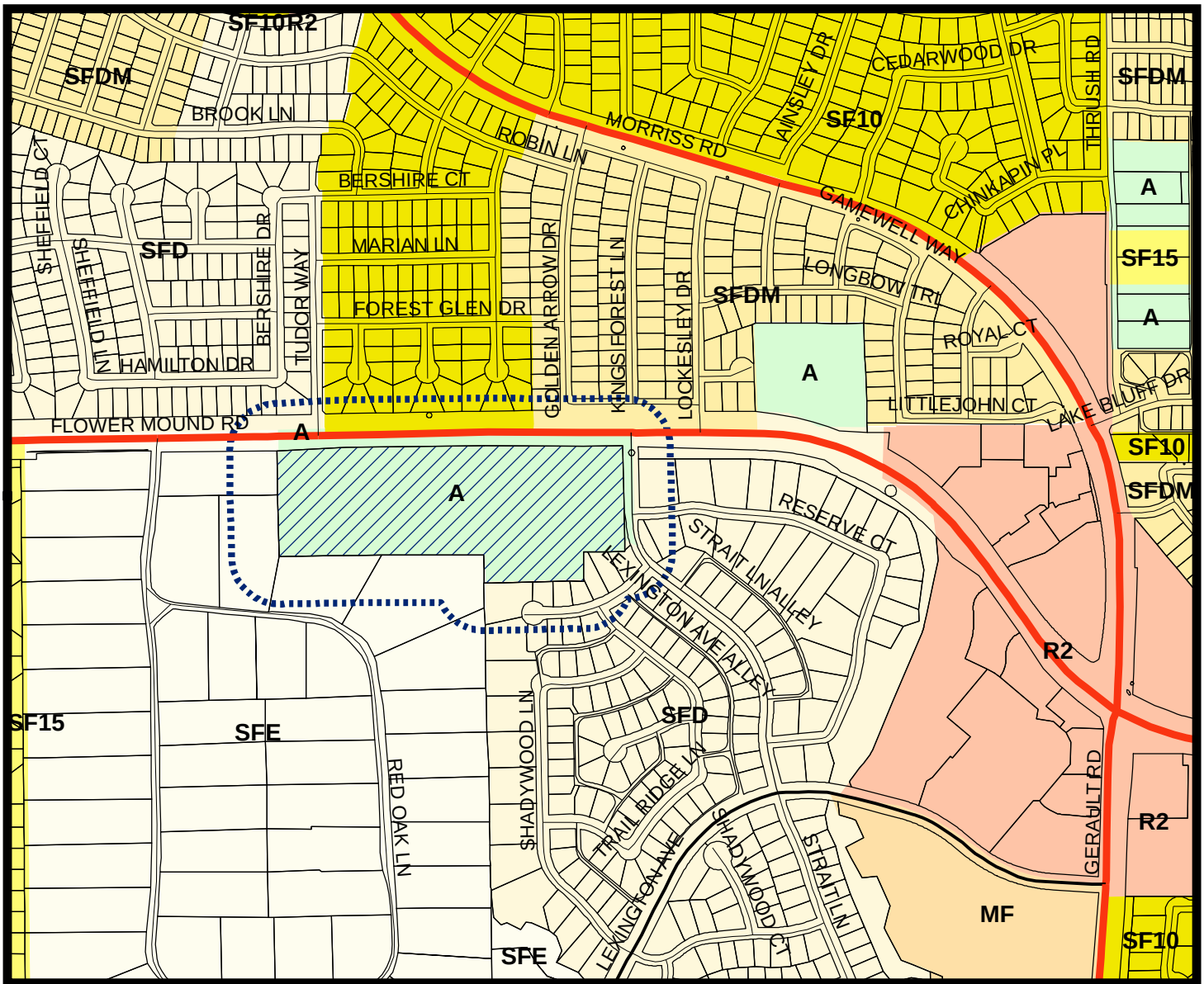
B. Application Details

1. Comprehensive Sign Package



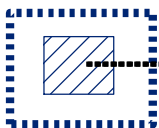
Vicinity Map

Reference Project: CSP16-0004



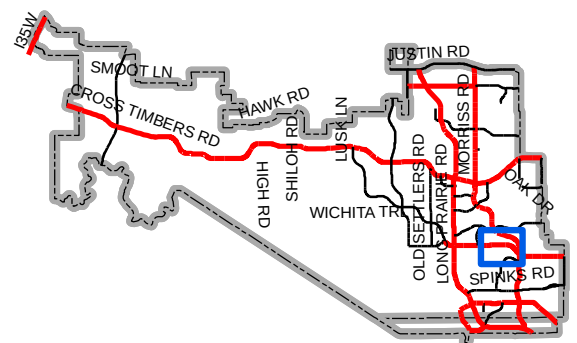
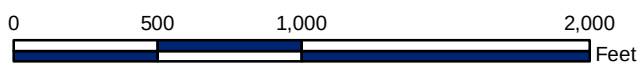
LEGEND

	Agriculture		Single Family Estate		Single Family 10		Single Family Density
	Multi-Family		Single Family 15		Single Family Density Medium		Retail 2



Subject Property

200 ft Notification Buffer around Property



Map Location



August 11, 2016

Re: Letter of Intent – Signage for Explorations Preparatory School

This letter is to formally request Explorations Preparatory School (EPS) desire to seek consideration and approval of a signage variance for its school located at 1501 Flower Mound Road in Flower Mound, TX 75028. EPS is located on the same property at Flower Mound Presbyterian Church (a historical site) and near the Flower Mound Cemetery. However, EPS is a secular school and not affiliated with the church or any other religious program. Additionally, EPS is the **only** SACS-CASI accredited, secular, private PreK-8th-grade school that focuses on math and sciences in Flower Mound.

EPS is seeking the approval of this comprehensive sign package as a way to:

- 1) Separate Church from School:** The current ordinance does not allow for different business signs sharing the same property. EPS is not affiliated with Flower Mound Presbyterian Church and therefore both entities are concerned with the perception created with sharing a sign. As such, EPS has been unable to have an approved sign indicating its existence.
- 2) Create Awareness of School Zone:** FM 3040 is a busy road. The school currently has over 135 students ranging from pre-K to 8th grade. During afternoon pick-up times, the line to pick up students requires that cars line up on the right lane of FM 3040. A sign indicating that a school is in the area would at least alert drivers that a school is nearby.
- 3) Promote A Valuable Flower Mound Asset:** As mentioned previously, EPS is the only secular, private, science/math based school in the Flower Mound, Highland Village, Grapevine, Lewisville area. With a greater emphasis on STEM curricula, smaller classroom ratios, we believe improved signage would promote the existence of the school and continue to promote the Town of Flower Mound as a proud asset.

EPS proposes to install a permanent sign on the south side of FM 3040/Flower Mound Road, located 100 feet west of the first driveway entrance and 15 feet south of the right of way. The sign proposed will be fitting in style with the Flower Mound area, as well as the property's location. It will not impact any visual safety line of sight. Additionally, we are not proposing any variances from the Town's design standards. The sign face is 10' wide, 3' 3/4" high with lettering 6 3/4" tall. It is proposed that the letters be raised or free standing from the face. The sign foundation shall consist of brick or stone fitting of the property and area, and the sign will be lit. There are two options we are seeking approval for are Option One: Raised Lettering and Option Two: Flat Sign. We are seeking approval for both options so that we can evaluate formal bids/cost estimates from sign vendors before making a final decision. The purpose of this comprehensive sign package is to seek the approval of a separate sign for our school. Our school has been actively engaged in Flower Mound community events over the past decade. We are proud of being part of the community and look forward to the approval of this package.

Andrea Slaughter
Director, Explorations Preparatory School

Visual Representation of Comprehensive Sign Package Standards

Section 86-44 of the Town of Flower Mound Code of Ordinances states the purpose of the Comprehensive Sign Package (CSP) is:

“...to allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration.”

By providing CSPs, the Town recognizes that flexibility is warranted in some circumstances to address signs of exceptional quality or merit which may not comply with the Town’s sign regulations.

At the direction of the Town Council, the Planning and Zoning Commission held a work session on June 10, 2013, for the purpose of clarifying the intent of the CSP regulations. After some discussion, the Commission agreed that: 1) the CSP ordinance is intended to be applied to larger-scale developments with unique conditions, not individual tenants or buildings; and 2) the creation of a visual guide will help to provide some clarity to the Town’s expectation for “meritorious design.”

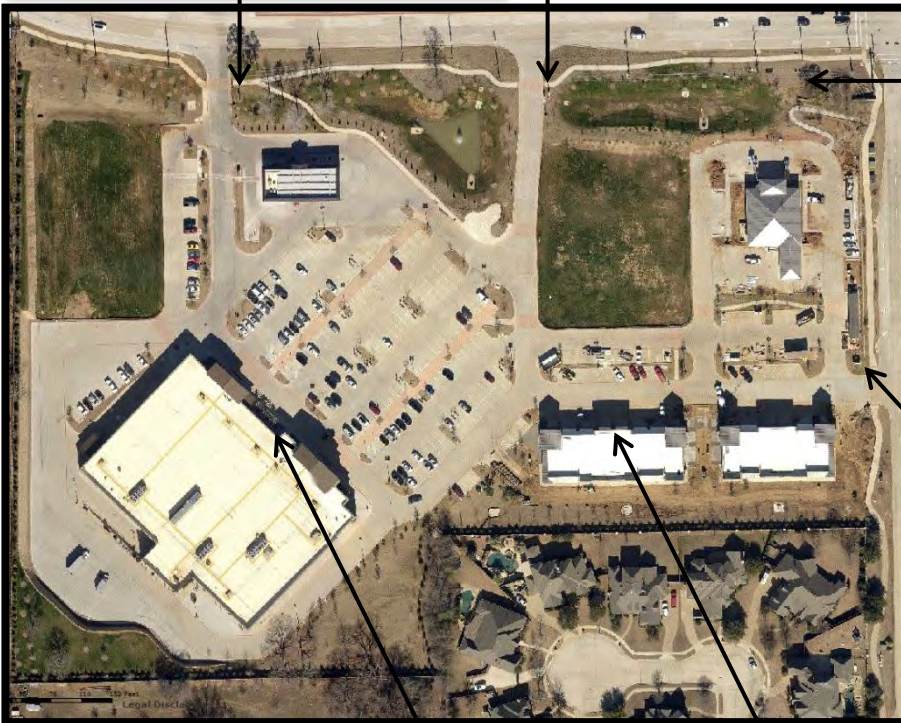
Comprehensive sign packages are expected to incorporate more than just architectural details to be considered “meritorious.” It is recommended that the specific elements listed below be part of any proposal:

- Signs promoting uniformity within the development
- Monument signs incorporated into and complemented by the surrounding landscaping
- Signs sufficient in number / size and suitably located to provide for business identification without creating visual clutter
- Signs that function harmoniously with adjacent properties
- Signs with appropriate text size to make them legible for passing motorists
- Signs that integrate both quality materials and design consistent with the high aesthetic standards and community character of the Town

The following examples are being provided as a visual representation of signage that meets the intent of “meritorious design” in Flower Mound:

Example 1: Cross Timbers Village

“Meets the Intent”



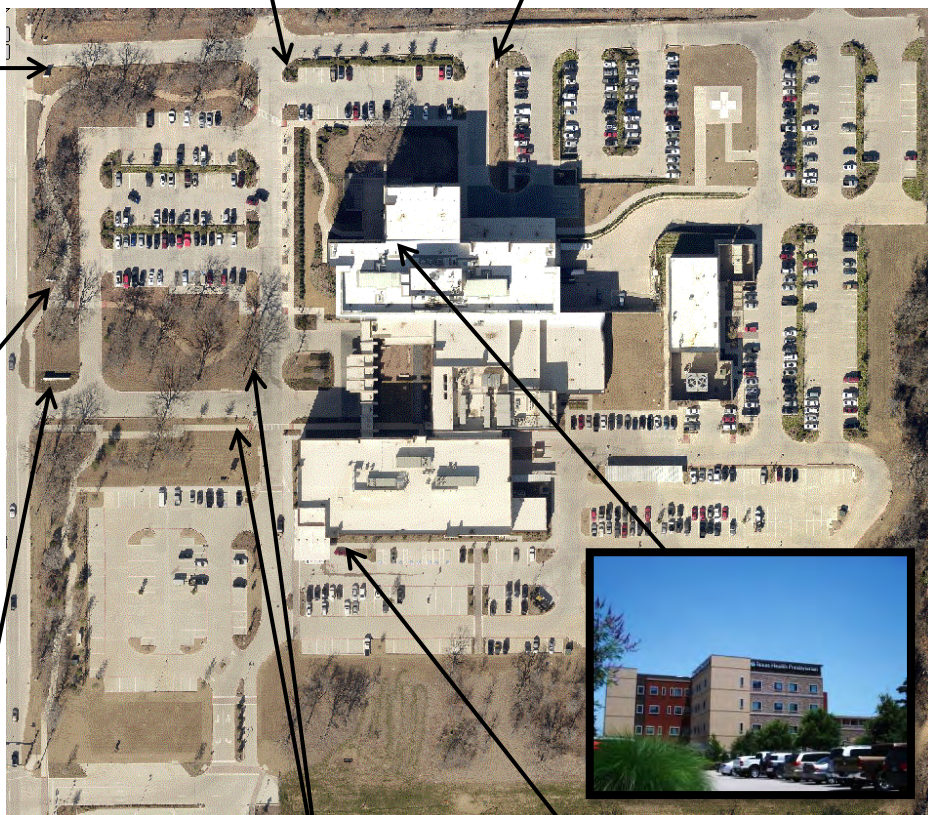
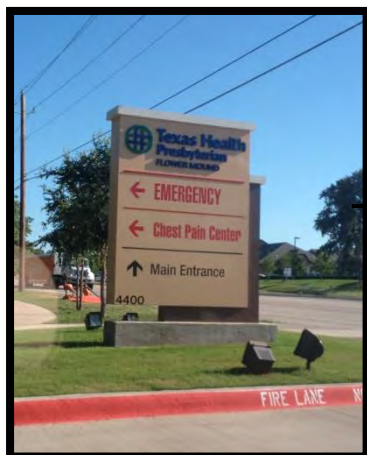
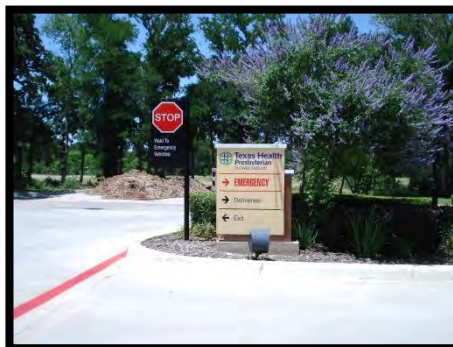
Example 2: The Pines of Flower Mound

“Meets the Intent”



Example 3: The River Walk at Central Park Medical Park

“Meets the Intent”



“Does NOT Meet the Intent”

The following examples would **not** be considered “meritorious design” due to the quality, design, number, size, location, and integration of the signs within the development as a whole.



Ex. 1: Visually cluttered by too many signs



Ex. 2: Some tenant signs too small



Ex. 3: Lack of unified theme



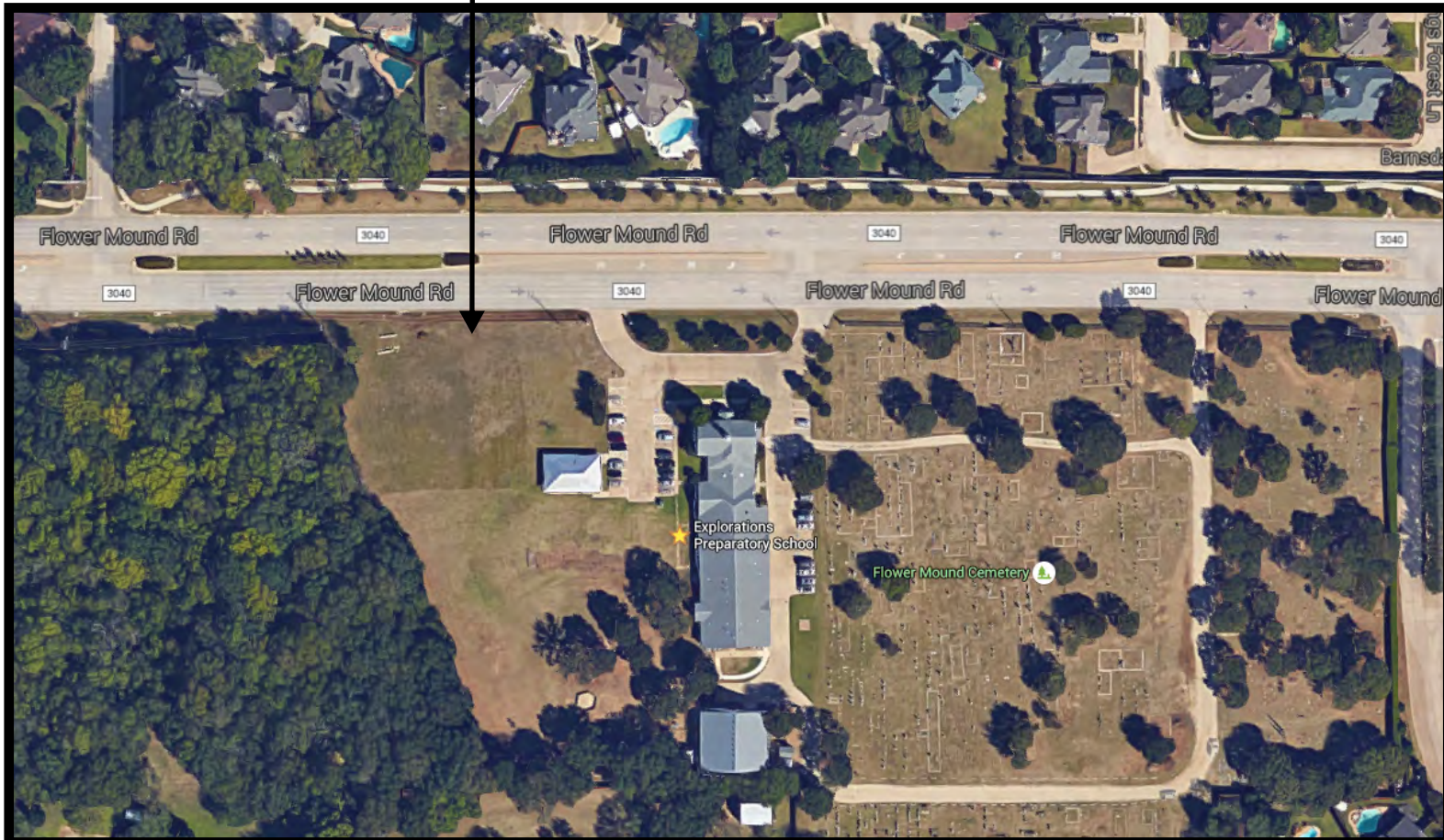
EXPLORATIONS

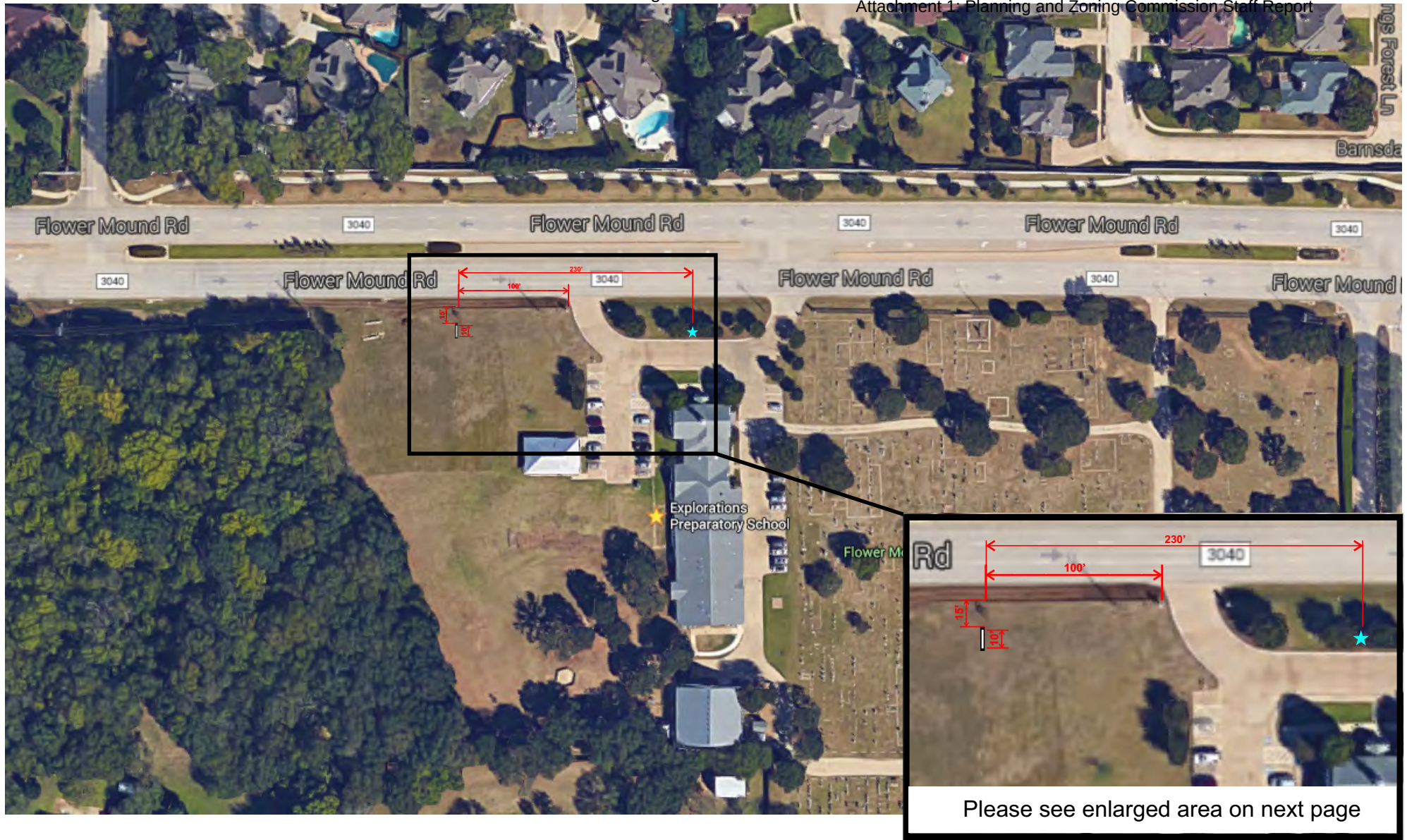
Preparatory School

School Signage Proposal

Option 1 (Raised letters)

Option 2 (flat sign)





Sign proposal:

Explorations Preparatory School proposes to install a permanent sign on the south side of 3040/Flower Mound Road, located 100 feet west of the first driveway entrance and 15 feet south of the right of way.

The sign will be fitting in style with the Flower Mound area as well as the property it is located on. It does not impact any visual safety line of sight.

★ Existing Church Sign

▮ Proposed location for Explorations Preparatory School sign



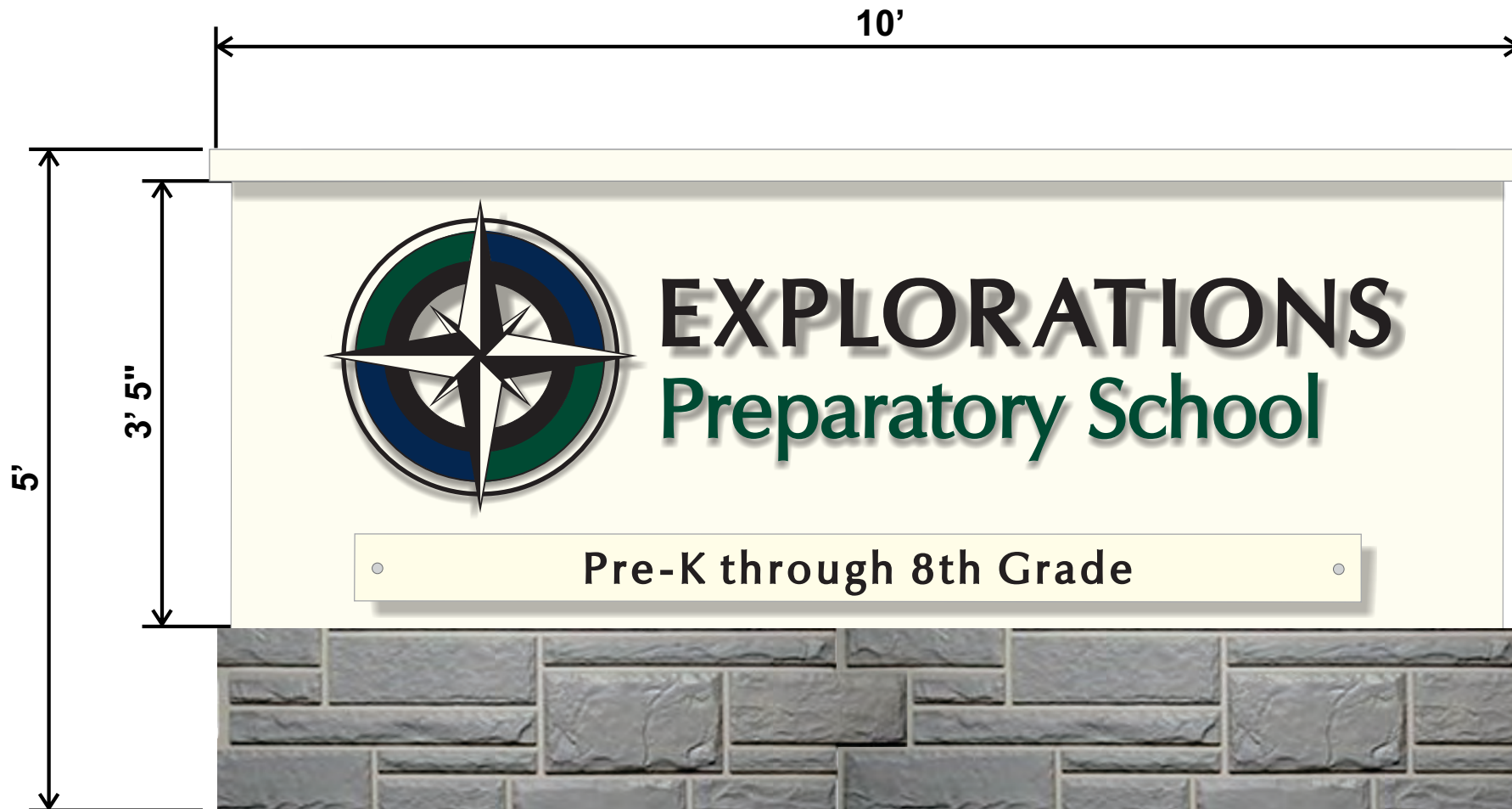
Sign proposal:

Explorations Preparatory School proposes to install a permanent sign on the south side of 3040/Flower Mound Road, located 100 feet west of the first driveway entrance and 15 feet south of the right of way.

The sign will be fitting in style with the Flower Mound area as well as the property it is located on. It does not impact any visual safety line of sight.

★ Existing Church Sign

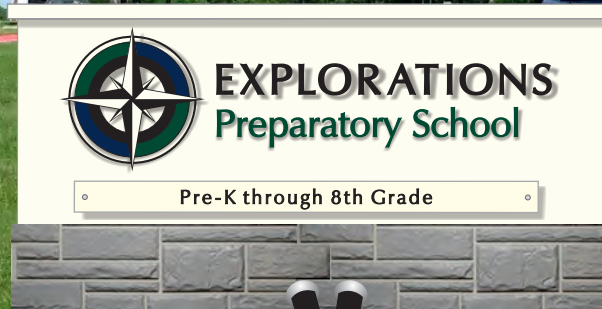
█ Proposed location for Explorations Preparatory School sign

**Sign description:**

The sign face is 10' wide, 3' 5" high and a total height of 5'. In Option 1 it is proposed that the letters be raised or free standing from the face, whereas in Option 2 the entire sign will be flat.

The sign foundation shall consist of brick or stone fitting of the property and area.

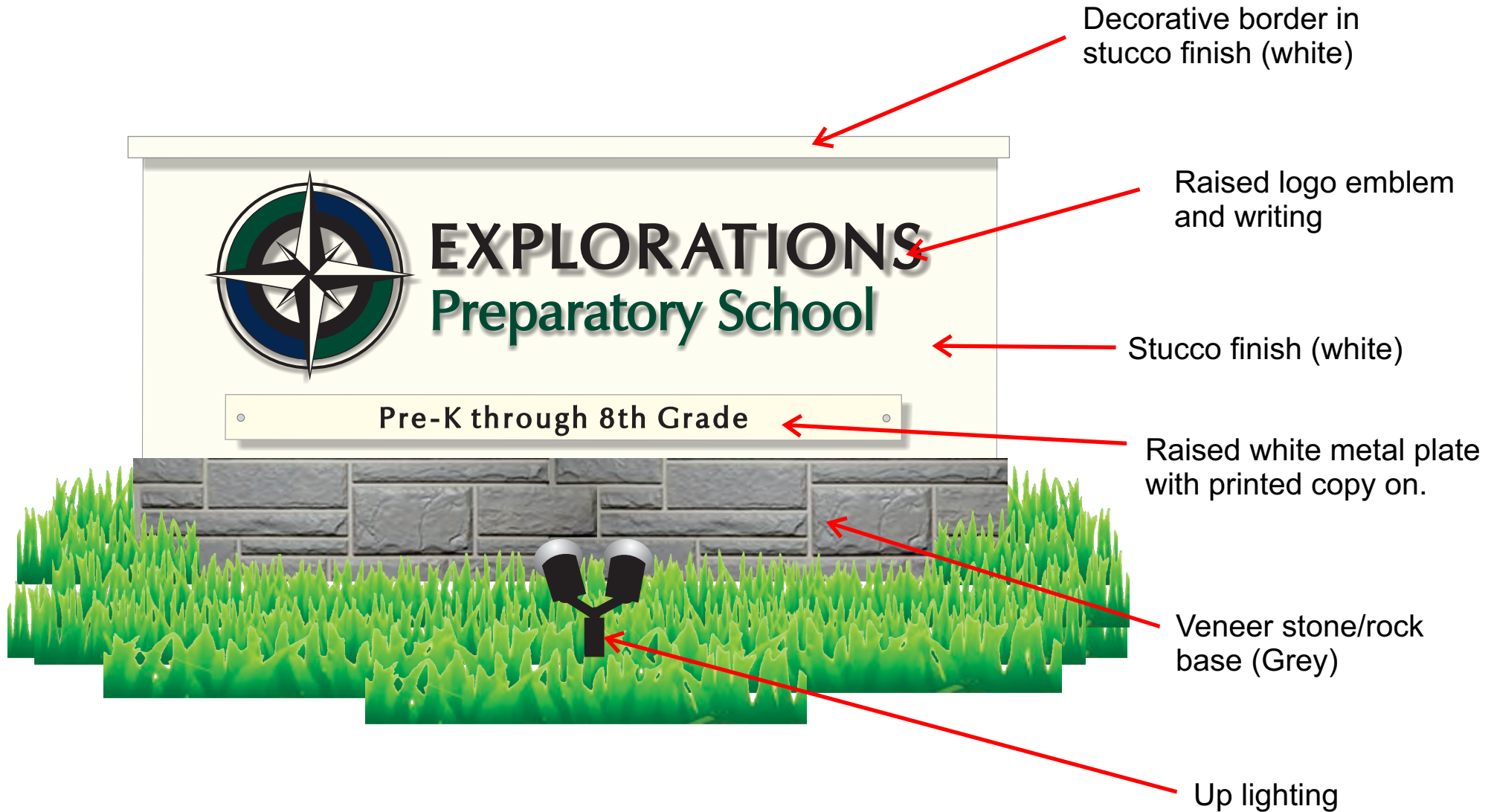
Option 1 (raised letters)



Option 2 (flat sign)

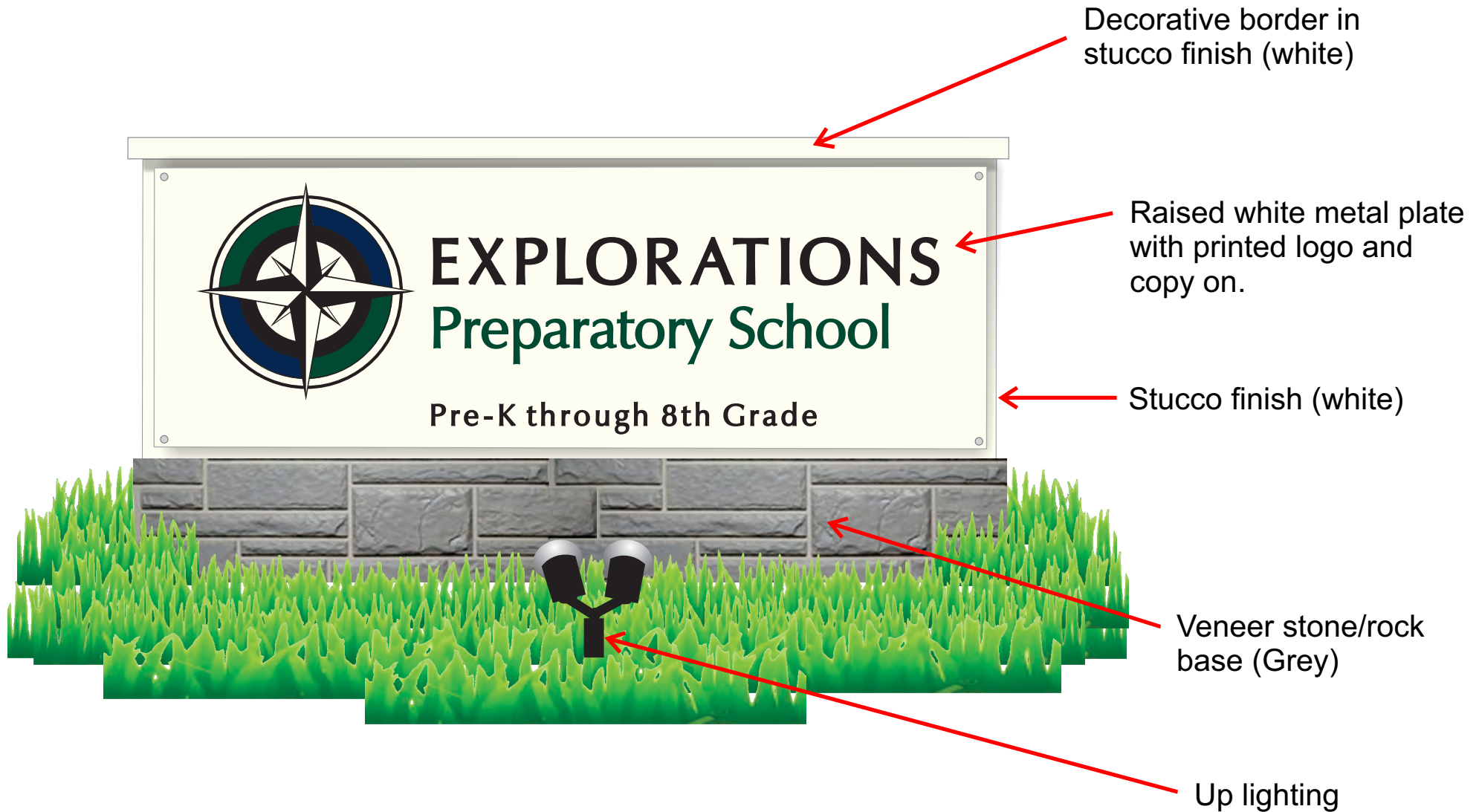


Appendix:



Proposed materials for the sign:

Option 2 (flat sign)



Proposed materials for the sign:



Church signage and building.

-----Original Message-----

From: VAN ELLIOTT [

Sent: Sunday, September 11, 2016 11:24 AM

To: Poornima Srinarasi

Cc: Judi Elliott

Subject: Re: CSP16-0004 Explorations Preparatory School Question?

Good day Ms. Srinarasi,

Thank you for emailing the CSP to us. The proposed signs look very nice and we have no objections to the School being allowed to move forward with the project.

Can you advise the decision makers of our vote, please?

Van Elliott

P O Box 270998

Flower Mound, TX 75027



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: September 19, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider an ordinance of the Town Council of the Town of Flower Mound, Texas, Amending Chapter 2, Article III, "Boards, Committees, Commissions, "Division 2, "Parks, Arts, & Library Services (PALS) Board," Providing for the addition of three (3) alternate members to the board.

BACKGROUND INFORMATION:

- The Parks, Arts, and Library Services Board was created by Ordinance in 2007, initially with 11 regular members and 3 alternates, for a total of 14 members
- There was an Ordinance amendment in 2009 reducing the members to seven (7) regular and three (3) alternates, for a total of 10 members.
- There was an Ordinance amendment in 2004 reducing the members to seven (7) with no alternates

There was Council direction at the September 8, 2016 meeting to add three alternate positions. The attached Ordinance reflects that change.

FISCAL IMPACT: None

Finance Review by: N/A

LEGAL REVIEW: Bryn Meredith, Town Attorney, prepared the draft ordinance.

ATTACHMENTS:

1. Draft Ordinance

RECOMMENDATION: Move to approve an ordinance of the Town Council of the Town of Flower Mound, Texas, Amending Chapter 2, Article III, "Boards, Committees, Commissions, " Division 2, "Parks, Arts, & Library Services (PALS) Board," Providing for the addition of three (3) alternate members to the board; providing this Ordinance shall be cumulative of all Ordinances; providing a severability clause; and providing an effective date.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 2, ARTICLE III, "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 2, "PARKS, ARTS, AND LIBRARY SERVICES (PALS) BOARD," PROVIDING FOR THE ADDITION OF THREE ALTERNATE MEMBERS TO THE BOARD; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas has previously established certain Boards and Commissions that effectuate good government including the Parks, Arts, and Library Services (PALS) Board; and

WHEREAS, the Town Council has determined that in order to ensure the consistent service of the Board to the citizens of the Town, three alternate members should be added to the Board; and

WHEREAS, the Town Council has determined that this change is desirable and is in the best interest of the citizens of the Town of Flower Mound.

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

SECTION 1

Chapter 2, "Administration," Section 2-112, "Organization," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 2-112. Organization.

- (a) The PALS Board shall consist of seven regularly members appointed by a majority vote of the Town Council in accordance with established procedures.
- (b) In addition to the seven regular members of the board, three alternate members of the board, who shall serve in the absence of one or more regular members, shall be appointed by a majority vote of the town council in accordance with established procedures. In determining which of the three

alternate members shall serve in the absence of a regular member, the alternate member with the longest tenure shall so serve. If for any reason the alternate member with the longest tenure is unable to serve, the second alternate member shall so serve. If for any reason the alternate member with the second longest tenure is unable to serve, the third alternate member shall so serve.

- (c) Regular members shall be designated as places one through seven, and alternate members shall be designated as alternate place number eight, alternate place number nine, and alternate place number ten.
- (d) The terms of office for regular members and alternate members of the board shall be for two years. Place one, three, five, seven, and alternate place number nine shall be appointed to two-year terms ending on September 30 in odd numbered years. Place two, four, six, and alternate place numbers eight and ten shall be appointed to two-year terms ending in September 30 in even numbered years. Members and alternate members of the board may be removed before their terms of office expire.
- (e) Each member or alternate member of the board shall be a resident citizen and qualified voter of the town, at the time of his appointment. A member or alternate member who ceases to reside in the town during his term of office shall immediately forfeit his office.
- (f) Other qualifications for regular and alternate membership shall be a genuine interest in parks, preservation of the town's history, the community, the ability to work with the public, and time to devote to this service.
- (g) Members and alternate members of the board shall serve without compensation."

SECTION 2

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

SECTION 3

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

ORDINANCE NO. _____

unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

Town Council Future Agenda Items



SCHEDULED	10/3/2016	Presentation	Special Recognition for German exchange students (Marcus High School)
		Consent	Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.
		Consent	Consider approval of an Interlocal Agreement with Lewisville Independent School District for Construction and Maintenance of Hike and Bike Trail on School Property associated with the Aberdeen Drive extension project
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on September 19, 2016.
		Consent	Consider approval of the award of Request for Proposal Number 2016-50 to Platinum Cottages, LLC, for the purchase, delivery, and set-up of park models for Twin Coves Park in a not-to-exceed amount of \$920,000; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at FM 2499 West Bound Right Turn Lane project, in the amount of \$55,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Design Amendment No. 1 to the Professional Services Agreement with Criado and Associates, Inc., to provide additional design services, for the Yucca Drive and Woodbine Street Reconstruction project for an increase of \$25,036.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of Bid No: 2016-52, to Wall Enterprises, for the construction of the Glenwick Park Bridge as a part if the Individual Park Improvements project, in the amount of \$89,495.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Permit to Operate and Maintain Facilities within Trinity River Authority of Texas (TRA) Easement, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$327,675.00; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	10/3/2016	Consent	Consider approval of Amendment No. 1 to the Fiscal Year 2016-2017 Capital Improvement Program.
		Consent	Consider approval of a revised Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of the purchase of one 2017 Velocity PUC Pumper truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$583,305.00; and authorization for the Mayor to execute same on behalf of the Town.
	10/17/2016	Presentation	Proclamation declaring November 2106 as Arts Month in Flower Mound
		Consent	Consider approval of the purchase of new traffic signal detection equipment for the Traffic Detection Rehabilitation project, from Twincrest Technologies, through the TxSmartBuy program, in the amount of \$XXX,XXX.00.
		Consent	Lift Station Improvements & Decommissioning Design Award.
		Consent	Canyon Falls School Speed Limit.
		Consent	WWTP Final Clarification - Clarifier #2 Award.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on October 3, 2016.
		Consent	Pintail Pump Station Capacity Improvements Change Order No. 1.
		Consent	Forest Vista Reconstruction Change Order No. 2.
		Consent	Firewheel Drive Reconstruction Design Award.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0007 – Smith Tract) to amend Section 9.0, Wastewater Plan, to add the Smith Tract to the Wastewater Service Area depicted in Figure 1A, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)

SCHEDULED	10/17/2016	Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0006 – Smith Tract) to amend Section 7.0, Thoroughfare Plan, by amending the Rural Collector cross-section for Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road adjacent to the Smith Tract to remove the bike lane designation, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0005 – Smith Tract) to amend Section 5.0, Parks and Trails Plan, by amending Figure 5.4, Trails Master Plan, to remove the Paved Multi-Use Trail, Equestrian Trail, Equestrian Trail Head, and Complete Streets-Bike Lanes within and adjacent to the Smith Tract, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)
	11/7/2016	Consent	Waketon Road Design Award.
		Consent	Lake Forest Boulevard Bridge and Waterline Design.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on October 17, 2016.
		Consent	Consider approval of the minutes from a work session of the Town Council held on October 20, 2016.
		Consent	Rippy Road Water Line Design Award.
		Consent	Bakersfield Park Pedestrian Bridge Final Acceptance.
		Consent	Heritage Park Phase II Final Acceptance.
		Consent	Consider approval of the award of Bid No. 2016-77 to XXXXX., for the 2015 Street Reconstruction, of the Superior, Canterbury, and McKamy Creek projects, in the amount of \$XXXXX; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	11/7/2016	Regular	Public Hearing to consider approval of an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled "Approved tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees," and to consider adopting an ordinance providing for said ordinance. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)
	11/21/2016	Consent	Heritage Park Phase IV Design Award.
		Consent	Timber Creek Road Paving Improvements (Kirkpatrick Lane to Glen Hollow) Change Order No.1 and Final Acceptance.
		Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Construction.
		Consent	2015 Street Reconstruction Testing Award.
	12/5/2016	Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Testing Award.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	12/19/2016	Consent	Heritage Park Phase III Construction Award.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	PLACEHOLDER: Modern Geosciences PSA
		Regular	Public Hearing to consider an application for a tree removal permit for nineteen (19) specimen trees on property proposed for development as The Lakes. The property is generally located west of Shiloh Road and north of Cross Timbers Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its June 7, 2016, meeting).
		Regular	PLACEHOLDER Consider approval of Exotic Animal Ordinance