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

9/18/2017

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. Proclamation for Blood Cancer Awareness Month
2. Recognition of the 2017 Food Service Award of Excellence winners and National Food Safety Month

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

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

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).

I. COORDINATION OF CALENDARS

1. Joint work session with the Planning & Zoning Commission scheduled for Monday, September 25, 2017.
2. The next Town Council regular meeting is a scheduled for Monday, October 2, 2017.

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 9/5-** 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 5, 2017.
2. **Atmos Fire Grant-** Consider approval of a resolution to accept grant funds from Atmos Energy Corporation to purchase carbon monoxide detectors for the Fire Department.
3. **Investment Policy-** 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.
4. **Riverwalk PID Annual Update-** Consider and approve annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll
5. **Stormwater Utility Fees-** Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Appendix A “Fee Schedule” of the Code of Ordinances by amending Section 70-777 relative to the charges for the Stormwater Utility System fee.
6. **Utility Rate Structure-** Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and wastewater service; amending the connection charge and reconnect charge after cut-off, providing a severability clause; providing for publication; and providing an effective date.
7. **FEMA program-** Consider approval of application by the Town of Flower Mound to join the FEMA Community Rating System (CRS) Program; and authorization for the Mayor to execute same on behalf of the Town.
8. **Purchase of Firefighter Uniforms-** Consider approval of the purchase of Firefighter uniforms from Red the Uniform Tailor through the City of Frisco Cooperative Bid No. 1405-067
9. **New Town Hall control system-** Consider approval of the purchase and installation of a Building Management Control System for HVAC and INET Door Access for the new Town Hall, from Schneider Electric Buildings America, INC., a sole source provider of this equipment for the Town, in the amount of $335,014.00.

K. REGULAR ITEMS

10. **Town Budget Adoption-** Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.

11. **Crime District Budget Adoption-** 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, 2017, and ending on September 30, 2018.

12. **Fire District Budget Adoption-** 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, 2017, and ending on September 30, 2018.

13. **FY 2017-2018 Tax Rate Adoption-** Consider approval of an ordinance adopting the 2017 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, 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, 2017.

14. **DCAD/TAD Board of Directors Nominee(s)-** Town Council to consider nominees to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central and Tarrant Appraisal Districts.

15. **Public Hearing-RMI River Walk 380 Agreement-** Public Hearing to consider approval of a Second Amendment to Chapter 380 Partnership Agreement with RMI River Walk Investors, LP, and authorization for the Mayor to execute same on behalf of the Town.

16. **River Walk Development Agreement-** Consider approval of the first amendment to development agreement with RMI River Walk Investors, LP and authorization for Mayor to execute same on behalf of the Town.

L. BOARDS/COMMISSIONS

Applicant 'Meet & Greet' dates are set for Thursday, Sept. 21st, and Tuesday, Sept.26th at 6pm; with a tentative interview date of Sept. 28th if needed.

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. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Presiding and Alternate Municipal Court Judge.

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

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.

d. Consultation with Attorney as follows:

   1. Status of Chapter 380 Incentive Agreement between the Town and Flour Mountain, Inc., d/b/a Mellow Mushroom (“FMI”)

   2. Riverwalk water line repair claim

e. Annual Review of Town Manager.

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 also posted on the Town’s website in accordance with GC Section 551.056 on the following date and time: Friday, September 15, 2017, at 5:05 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.

TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: September 18, 2017

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 5, 2017.**

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 5, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	**Account Number(s):**

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

DRAFT MOTION: Move to approve 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 5, 2017.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 5TH DAY OF SEPTEMBER 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Meeting Video Link: http://flowermoundtx.swagit.com/play/09052017-1557 *(subject to change)*

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

Don McDaniel	Mayor Pro Tem
Kevin Bryant	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Claudio Forest	Councilmember Place 5

With the following members absent:

Tom Hayden	Mayor

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

Theresa Scott	Town Secretary
Ashley Dierker	Town Attorney
Jimmy Stathatos	Town Manager
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
James Hoefert	Environmental Review Analysis
Tom Vyles	Environmental Health Manager
Kay Wilkinson	Budget and Grants Manager

A. CALL REGULAR MEETING TO ORDER

Mayor Pro Tem McDaniel 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 Geoffrey Dennis gave the invocation and Mayor Pro Tem McDaniel led the pledges.

D. PRESENTATIONS

1. Community volunteers to conduct a drawing and announce the raffle winners of a Harley Davidson motorcycle and Ford Mustang in coordination with the “Rebuild Fruitvale Project”.

A group of community volunteers conducted the drawing for the motorcycle and car, and announced the winners.

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 form)*
1.	Mike Liles, 4325 Thames Ct	Chaplain's First Responder's Appreciation Luncheon
2.	Shyron Shenko, 5001 Rippy Rd	Senior Center
3.	Jim Linker, 2504 Cross Haven Dr	Tennis Center
4.	Robby Paul, 205 Cherokee Path	Flower Mound Youth Tennis
5.	Janvier Scott Werner, 2828 Bob White Ln	Thanks
6.	Cooper Rhodes, 6501 Redbud Dr	Tennis Center
7.	Jody Smith, 3705 Sarah Springs Trl	Upcoming events
8.	Nancy Kleckner, 2608 Wisdom Creek Dr	Upcoming tennis event

F. ANNOUNCEMENTS

- Councilmember J. Webb reported on the tragic situation in south Texas as a result of Hurricane Harvey and encouraged everyone to help those impacted.
- Deputy Mayor Pro Tem announced the upcoming 9/11 remembrance ceremony.
- Councilmember B. Webb announced various awards recently won by the Parks Department.
- Councilmember McDaniel expressed appreciation to Chief Kancel and the crossing guards as it was the first time in a while that the Town had 100% staffing at the beginning of the school year with the crossing guards.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave a report or update as follows:

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

   - College Parkway and FM 2499 traffic signal
   - Hwy 377 and Canyon Falls traffic signal
   - Tennis facilities options and progress

2. Update and discussion on Economic Development projects.

   - Mi Dia opening and concerns regarding their overflow parking at the senior center
   - Local Pint is now hiring and they anticipate opening soon

3. Town's response efforts related to Hurricane Harvey

   Police Chief Kancel and Fire Chief Greaser reported on first responder's involvement in the aftermath of Hurricane Harvey.

H. FUTURE AGENDA ITEMS

1. Mayor Pro Tem McDaniel indicated that as a follow up to the strategic planning session regarding the renewed vision for the Lakeside Business District, and in the interest of getting everyone on the same page with that vision, he would like to have a joint work session with P & Z. He stated that it would be his preference for the meeting to take place next month. In addition, he indicated that some industry leaders should also be invited to come in and talk about that. There was Council consensus to proceed.

I. COORDINATION OF CALENDARS

Mayor Pro Tem McDaniel announced that the next regular meeting is scheduled for Monday, September 18, 2017.

J. CONSENT ITEMS

Item 1 was pulled from consent and moved to regular items.

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 21, 2017.

   RECOMMENDATION: Move to approve 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 21, 2017.

3. Consider approval of canceling the January 1, 2018, regular meeting of the Town Council.

   RECOMMENDATION: Move to approve canceling the January 1, 2018, regular meeting of the Town Council.

4. Consider approval of rescheduling the January 15, 2018, regular meeting of the Town Council to Thursday, January 18, 2018.

   RECOMMENDATION: Move to approve rescheduling the January 15, 2018, regular meeting of the Town Council to Thursday, January 18, 2018.

5. Consider approval of canceling the July 2, 2018, regular meeting of the Town Council.

   RECOMMENDATION: Move to approve canceling the July 2, 2018, regular meeting of the Town Council.

6. Consider approval of rescheduling the September 3, 2018, regular meeting of the Town Council to Tuesday, September 4, 2018.

   RECOMMENDATION: Move to approve rescheduling the September 3, 2018, regular meeting of the Town Council to Tuesday, September 4, 2018.

7. Consider approval of an amendment with Tyler Technologies correcting payment terms and quoted hardware for their e-Citation/Accident Reporting Data Capture System with the Town of Flower Mound Police Department, and autorization for the Mayor to execute same on behalf of the town.

RECOMMENDATION: Move to approve an amendment with Tyler Technologies correcting payment terms and quoted hardware for their e-Citation/Accident Reporting Data Capture System with the Town of Flower Mound Police Department, and autorization for the Mayor to execute same on behalf of the town.

8. Consider approval of the Professional Services Agreement with Professional Service industries, Inc., for the materials testing associated with the Woodbine Street Reconstruction project, in the amount of $26,391.00; and authorization for the Mayor to execute same on behalf of the Town.

   RECOMMENDATION: Move to approve the Professional Services Agreement with Professional Service industries, Inc., for the materials testing associated with the Woodbine Street Reconstruction project, in the amount of $26,391.00; and authorization for the Mayor to execute same on behalf of the Town.

<u>Deputy Mayor Pro Tem Bryant moved to approve by consent Items 2-8. Councilmember Jason 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.</u>

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

K. REGULAR ITEMS

1. Consider approval of the minutes from a work session of the Town Council held on August 17, 2017.

   Councilmember B. Webb indicated he requested the item be pulled given he was absent at that meeting.

<u>Deputy Mayor Pro Tem Bryant moved to approve the minutes from a work session of the Town Council held on August 17, 2017. Councilmember Jason Webb seconded the motion.</u>

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

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

   Ms. Wilkinson gave a presentation identifying or noting:

   - 2nd public hearing
   - Required language for budget and tax rate adoption
   - 2017 debt service and tax rates
   - How Flower Mound compares to benchmark cities – 2016 tax rate as well as the proposed 2017 tax rate
   - History of tax rate

- Next steps

There was Council discussion as follows:
- If the question from the last meeting got resolved
- Impact associated with a policy of adopting the effective tax rate
- Flower Mound ratings
- Benchmark city comparison

Mayor Pro Tem McDaniel opened the Public Hearing at 7:08 p.m.

No one spoke in support, opposition, or had questions.

Mayor Pro Tem McDaniel closed the Public Hearing at 7:08 p.m.

Mayor Pro Tem McDaniel made the following announcement as required by law:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 18, 2017, 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 Pro Tem McDaniel opened items 10 and 11 at the same time.

10. Consider a request for a Site Plan (SP17-0002 – Hefner-Garden Ridge) to develop a warehouse, with an exception to Section 98-147, "Topographical Slope Protection," of the Code of Ordinances. The property is generally located south of Spinks Road and east of Garden Ridge Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 28, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:
- General and detailed location
- Land use and zoning
- Photographs of the site and vicinity
- Landscape plan
- The site plan is coming before Council because there are slopes greater than 12%
- Trees that are requested to be removed
- Building elevations
- No comments were received

and he or Mr. Hoefert responded to questions from Council as follows:
- What is the plan for the slope
- What is the location of the trees requested to be removed and how many new trees will be planted

Applicant Presentation

Curt Hefner, 4111 Gilbert Ave, #317, Dallas, TX

The applicant did not have a presentation; however, he responded to questions from Council as follows:

- How will the grading be managed

Deputy Mayor Pro Tem Bryant moved to approve a Site Plan (SP17-0002 – Hefner-Garden Ridge) to develop a warehouse, with an exception to Section 98-147, “Topographical Slope Protection,” of the Code of Ordinances. The property is generally located south of Spinks Road and east of Garden Ridge Road. Councilmember Forest seconded the motion.

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

11. Public Hearing to consider an application for a tree removal permit for three (3) specimen trees on property proposed for development as Hefner Garden Ridge. The property is generally located south of Spinks Road and east of Garden Ridge Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 1, 2017 meeting).

    Mayor Pro Tem McDaniel opened the Public Hearing at 7:21 p.m. and no one spoke in support, opposition, or had questions.

    Mayor Pro Tem McDaniel closed the Public Hearing at 7:21 p.m.

Councilmember Bryan Webb moved to approve an application for a tree removal permit for three (3) specimen trees on property proposed for development as Hefner Garden Ridge. The property is generally located south of Spinks Road and east of Garden Ridge Road. Councilmember Forest seconded the motion.

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

12. Public Hearing to consider a request for a Master Plan Amendment (MPA17-0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its August 28, 2017, meeting.)

    Staff Presentation

    Mr. Powell gave a presentation identifying or noting:

    - Background information related to the item getting on the agenda
    - General and detailed location
    - Land use and zoning
    - Photographs of the site
    - Wastewater service area/master plan
    - Comments summary

and he, Mr. Stathatos, or Mr. Vyles responded to questions from Council as follows, and some were as a result of the public hearing:

- Acreage clarification for the location identified as #2 on the map
- Total acreage of the CTCD as well as for the area being discussed
- Clarification regarding any existing exceptions in the green area on the map
- What methods achieves the greatest removal of fecal material from waste (septic options or sewer plant)
- Sewer capacity and SMARTGrowth calculations
- Notification process and use of Denton Record Chronicle as the Town's official paper
- Would taxes increase if the line is changed

Mayor Pro Tem McDaniel opened the Public Hearing at 7:38 p.m.

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

Support: Comments/Questions	**Opposition: Comments/Questions**	**Question(s)/Comments Only**
	Janvier Scott Werner, 2829 Bob White Ln	Paul Stone, 4100 Broadway
	KC Walsh, 3525 High Rd With donated time from: 1. Nick Stamp, 3525 High Rd	Jim Engel, 5110 Bayberry St
	Shyron Shenko, 5001 Rippy Rd	Jean Levenick, 2716 Gentle Dr
	Marc Finley, 2600 Bourne Ln	
	Caroline Finley, 2600 Bourne Ln	

Mayor Pro Tem McDaniel closed the Public Hearing at 8:05 p.m.

There was Council discussion as follows:

- Current land uses and what is happening today for areas that are proposed to be outside of the district
- How the boundary change strengthens the remainder of the CTCD
- The benefit that can be gained with the change
- Concerns regarding changing definitions to accommodate something desired to make decisions more palatable
- How the Town gets the benefit of a definitive line with the change
- How the catholic church indicated they do not plan to ask for sewer when they come forward with building plans for the church
- How Council can only do what they believe is best for the community today and future Councils can make that same determination in the future
- Past history associated with the vision and designation of the CTCD
- How tying land use with waste is a mistake

- The issue driving the discussion has a lot to do with the school coming forward last month where they need to dispose of 17,000 gallons of a waste per day and what is the best way to handle that
- How companies like Toll Brothers can make developments work with sewer
- The benefit of the CTCD is to allow for open space
- How Flower Mound Road connected to FM 1171 creates a natural demarcation and transition of uses
- How removing the exceptions with an understandable transition helps to strengthen the CTCD, and reduces the probability of someone asking for sewer to be extended to the other side because it will be costs prohibitive
- Using up sewer capacity the Town has already paid for is the fiscally conservative thing to do

1st motion for item 12:
Mayor Pro Tem McDaniel moved to approve to consider a request for a Master Plan Amendment (MPA17-0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and to adopt an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road. Deputy Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION: *Motion failed (as item requires a supermajority)*

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

2nd amended motion for item 12:
Councilmember Bryan Webb moved to amend Section 9.0 of the Wastewater Plan, of the Master Plan to allow sewer service to property located South of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road, with the expense of such extension to be borne by the property developers. Deputy Mayor Pro Tem Bryant seconded the motion.

There was Council discussion as follows:

- Clarification as to specifically what is being asked in the motion, and he noted it separates land use and sewer

3rd amended motion for item 12:
VOTE ON MOTION: *Motion failed (as item requires a supermajority)*

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

Councilmember Bryan Webb moved to amend Section 9.0 of the Wastewater Plan, of the Master Plan to allow sewer service to property designated as number one and three in the Cross Timbers Conservation District, and for them to be a part of the waste water master plan.

There was Council discussion as follows:

- alternative motion suggestion to change the master plan of the CTCD boundary to exclude areas 1, 3, and 6 for the CTCD and the waste water master plan as it takes the institutional uses out of the CTCD.

ORDINANCE NO. 31-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, SECTION 2.0, AREA PLANS, AND SECTION 9.0, WASTEWATER PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT TO INSTITUTIONAL USES ON APPROXIMATELY 37.13 ACRES OF LAND SITUATED WITHIN THE J. MALONE SURVEY, ABSTRACT NO. 857, W. MALONE SURVEY, ABSTRACT NO. 855, AND ROCKPOINTE CHURCH ADDITION, BLOCK A, LOT 1R; TO REMOVE THE PROPERTY FROM THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN MAP; AND TO ADD THE PROPERTY TO THE LONG PRAIRIE WASTEWATER SERVICE DISTRICT MAP IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; 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: FOREST, J. WEBB, BRYANT, B. WEBB
NAYS: MCDANIEL

13. Consider approval of a resolution casting the Town of Flower Mound's vote for a member of the Board of Managers of the Denco Area 9-1-1 Emergency Communications District for a two-year term beginning October 1, 2017.

Staff Presentation

Ms. Scott summarized the purpose of this item and she responded to questions from Council as follows:

- what happened with the Town's past nomination of Brandon Barth for the board

Councilmember Bryan Webb moved to approve a resolution casting the Town of Flower Mound's vote for Sue Tejml as a member of the Board of Managers of the Denco Area 9-1-1 Emergency Communications District. Deputy Mayor Pro Tem Bryant seconded the motion.

RESOLUTION NO. 13-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

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

L. BOARDS/COMMISSIONS

Applicant 'Meet & Greet' dates are set for Thursday, Sept. 21st, and Tuesday, Sept.26th at 6pm; with a tentative interview date of Sept. 28th if needed.

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:52 p.m. on September 5, 2017, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, and 551.072 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 10:13 p.m. on September 5, 2017, to take action on the items as follows:

a. 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.

b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.

   No action taken.

c. Annual Review of Town Manager and Town Secretary.

Councilmember Bryan Webb moved to make salary adjustments for the Town Secretary and Town Manager as discussed during executive session. Councilmember Forest seconded the motion.

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

O. ADJOURN REGULAR MEETING

Mayor Pro Tem McDaniel adjourned the meeting at 10:14 p.m. on Tuesday, September 5, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

____
DON MCDANIEL, MAYOR PRO TEM

ATTEST:

____
THERESA SCOTT, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: September 18, 2017

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: **Consider approval of a resolution to accept grant funds from Atmos Energy Corporation to purchase carbon monoxide detectors for the Fire Department.**

BACKGROUND INFORMATION: This item is to consider approval of grant funds from Atmos Energy Corporation for the purchase of 11 carbon monoxide detectors for the Town of Flower Mound Fire Department.

The carbon monoxide detectors will be attached to each cardiac monitor in the Flower Mound Fire Department Fleet. The monitors will be taken into a home or business on every EMS call and will allow firefighters real-time air monitoring for carbon monoxide during medical calls. This is especially important during the winter months when gas-fed appliances are used more prevalently in homes and businesses. Carbon monoxide poisoning resembles several other illnesses, such as the flu. As a result, there have been incidents in which firefighters responding to a medical call have been overcome by carbon monoxide themselves. Since carbon monoxide is an invisible, odorless gas, air monitoring is the only way to detect its presence.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $2,000.00

Proposed Expenditure:	Account Number(s):
$2,000.00	370-821-97056-2300

Proposed Revenue:	Account Number(s):
$2,000.00	370-4735

Finance Review by: Tammy Wilson, Executive Director of Financial Services tw

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

ATTACHMENTS:

1. Draft Resolution

DRAFT MOTION: Move to approve a resolution accepting grant funds from Atmos Energy Corporation to purchase Carbon Monoxide Detectors for the Fire Department.

Attachment 1

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _______

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM ATMOS ENERGY CORPORATION AND AUTHORIZING THE USE OF SAID FUNDS FOR THE PURCHASE OF CARBON MONOXIDE DETECTORS FOR THE TOWN.

WHEREAS, the Town of Flower Mound has been awarded a grant in the amount of $2,000.00 from Atmos Energy Corporation for the purchase of carbon monoxide detectors for the Town of Flower Mound Fire Department; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds and authorize the purchase of carbon monoxide detectors for the Town of Flower Mound Fire Department with said funds.

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of $2,000.00 from the Atmos Energy Corporation for the purchase of carbon monoxide detectors.

SECTION 3

The grant funds are hereby authorized to be used to fund the purchase of carbon monoxide detectors for the use of the Town of Flower Mound Fire Department in accordance with the grant award and will be used only for the purposes for which they are intended.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO._____

APPROVED:

____
Thomas E. Hayden, MAYOR

ATTEST:

____
Theresa Scott, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: September 18, 2017

FROM: Julie Taylor, Director of Treasury Operations Jat

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

DRAFT MOTION: 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.

Attachment 1

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.19-16 and became effective September, 19, 2016.

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 18th DAY OF SEPTEMBER, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

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 laddered 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 <u>Objective</u>

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 <u>Investment</u>

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:

Investment Type	% of Portfolio
• 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 <u>Principal Protection and Safekeeping</u>

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 18th day of September 2017.

Jimmy Stathatos, Town Manager

TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 18, 2017

FROM: Debra Wallace, Deputy Town Manager/CFO DW

ITEM: **Consider and approve annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll**

BACKGROUND INFORMATION: The Riverwalk 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

DRAFT MOTION: Move to approve the annual update to the Riverwalk 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 18, 2017

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 2017-18 (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 2017-18.

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 on 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

Sources of Funds:	Funded by the PID
Bond proceeds	$16,000,000
Total sources of funds	**$16,000,000**
Uses of Funds:	
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 below.

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 6.518 percent for 2018. 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 2017 and will be delinquent on February 1, 2018.

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 2017-18 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 2017-18

The budget for the PID will be paid from the collection of Annual Installments collected for 2017-18 as shown by Table C on the following page.

Table C
Budget for the Annual Installments
To be collected for 2017-18

	Total
Interest payment on March 1, 2018	$514,938
Interest payment on September 1, 2018	$514,938
Principal payment on September 1, 2018	$300,000
Subtotal debt service on bonds	$1,329,875
Annual collection costs	$116,885
Subtotal Expenses	$1,446,760
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	$0
Annual Installments	$1,446,760

As shown in Table C above, the total Annual Installment for 2017-18 is equal to $1,446,760. The total debt service payments on the Bonds and the Annual Collection Costs for 2017-18 are shown as $1,329,875 and $116,885, 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 $2,006.57 (i.e. $1,329,875 ÷ 662.76 = $2,006.57) and the Annual Collection Costs to be collected from each Equivalent Unit will be $176.36 (i.e. $116,885 ÷ 662.76 = $176.36). As a result, the total Annual Installment to be collected from each Equivalent Unit within the PID will be $2,182.93 (i.e. $2,006.57 + $176.36 = $2,182.93).

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 2017-18 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 factor[1]	Assessment per Unit[2]
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 on the following page.

(remainder of page left intentionally blank)

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 and 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 636019 636020 636021	Townhomes	2	52	$24,141	0.90	$21,623	46.58	$1,124,390
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 2017-18.

According to the Developer and project engineer, 52 separate Land Use Class 2 parcels were subdivided from Parcel 667425 in 2017. As a result, the Assessment amount allocated to Parcel 667425 is reallocated to the 52 total newly subdivided parcels, as shown in Table G below, using the formula above. The total Assessment and total Equivalent Units on Parcel 667425 prior to the new parcel subdivisions were $1,124,390 and 46.58, respectively. The Assessment reallocated to each Land Use Class 2 Parcel newly created from Parcel 667425 is, therefore, \$21,623 [\$1,124,390 × (0.90 ÷ 46.58) = \$21,623]. See the notes to Table D regarding rounding on the Equivalent Unit factors.

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**
667425	46.58	\$1,124,390	Various	46.58	\$1,124,390
Total	**46.58**	**\$1,124,390**		**46.58**	**\$1,124,390**

According to the Developer, Parcels 655441 and 667414 are planned to be developed as shown in Table H below. The Assessment for the planned development on the two Parcels was initially allocated as part of Parcel 667424 and is reallocated to each of the newly identified Parcels using the reallocation formula shown above.

Table H
Assessment Reallocations for Planned Development

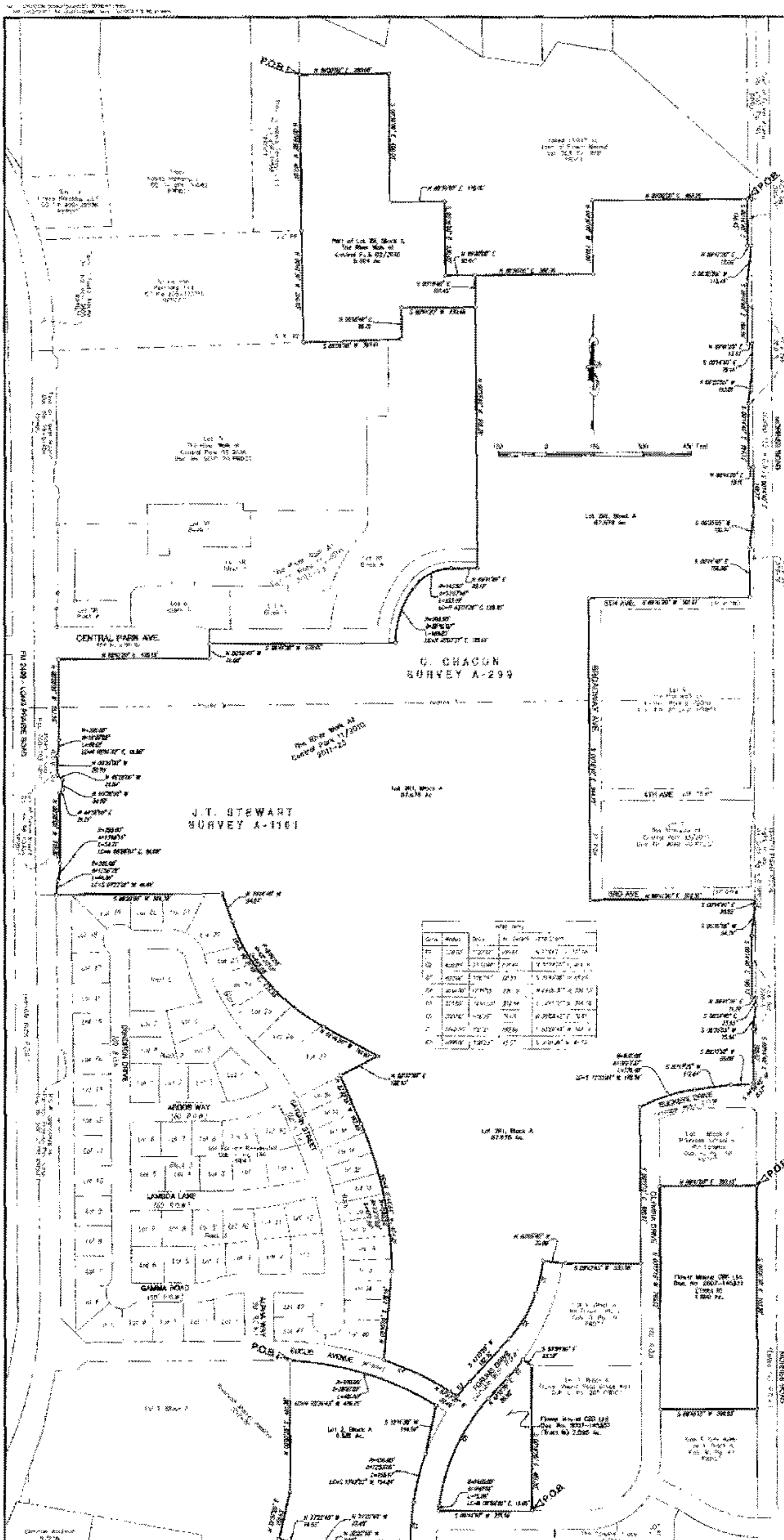
Parcel	Total EU	Assessments	Parcel	Proposed Development	Estimated Units (sq. ft.)	Total EU	Assessments
667424	111.18	\$2,684,038	655441	Reception Hall	13,000	8.97	\$216,549
			655443	Open Space	0	0	\$0
			696483	Open Space	0	0	\$0
			667414	Restaurant	21,000	14.49	\$349,810
			667422	Open Space	0	0	\$0
			667424	Various		87.72	\$2,117,679
Total	**111.18**	**\$2,684,038**	**Total**			**111.18**	**\$2,684,038**

There have been no Assessment prepayments as of August 31, 2017.

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



EXHIBIT

107.108 Acres
in the
C. CHACON SURVEY, ABSTRACT NO. 299
J.T. STEWART SURVEY, ABSTRACT NO. 1161
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONSULTANTS, LLC

JOB No. 13045

Appendix A-2
Assessment Roll Summary – 2017-18

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
667418	75.24	$1,793,618	$150,967.57	$13,268.81	$164,236.39
563269	25.39	$605,338	$50,950.89	$4,478.17	$55,429.06
655453	34.64	$825,760	$69,503.66	$6,108.80	$75,612.46
655452	52.50	$1,251,585	$105,345.06	$9,258.97	$114,604.03
655447	85.92	$2,048,309	$172,404.71	$15,152.96	$187,557.68
667424	87.72	$2,091,208	$176,015.52	$15,470.32	$191,485.84
667426	27.83	$663,459	$55,842.91	$4,908.13	$60,751.05
655441	8.97	$213,842	$17,998.96	$1,581.96	$19,580.92
655443	0.00	$0	$0.00	$0.00	$0.00
655450	0.00	$0	$0.00	$0.00	$0.00
696483	0.00	$0	$0.00	$0.00	$0.00
667414	14.49	$345,438	$29,075.24	$2,555.48	$31,630.71
667420	0.00	$0	$0.00	$0.00	$0.00
667422	0.00	$0	$0.00	$0.00	$0.00
667423	0.00	$0	$0.00	$0.00	$0.00
652930	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652931	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652932	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652933	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652934	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652935	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652936	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652937	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652938	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652939	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652940	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652941	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652942	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652943	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652944	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652945	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652946	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652947	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652948	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652949	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652950	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652951	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652952	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652953	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652954	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652955	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652956	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652957	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652958	1.00	$23,840	$2,006.57	$176.36	$2,182.93

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
652959	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652960	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652961	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652962	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652963	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652964	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652965	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652966	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652967	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652968	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652969	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652970	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652971	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652972	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652973	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652974	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652975	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652976	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652977	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652978	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652979	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652980	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652981	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652982	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652987	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652988	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652989	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652990	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652991	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652992	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652993	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652994	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652995	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652996	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652997	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652998	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652999	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653000	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653001	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653002	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653003	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653004	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653005	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653006	1.00	$23,840	$2,006.57	$176.36	$2,182.93

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
653007	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653011	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653012	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653013	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653014	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653015	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653016	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653017	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653018	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653019	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653020	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653021	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653022	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653023	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653024	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653025	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653027	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653028	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653029	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653030	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653031	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653032	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653033	1.00	$23,840	$2,006.57	$176.36	$2,182.93
653034	1.00	$23,840	$2,006.57	$176.36	$2,182.93
652983	0.00	$0	$0.00	$0.00	$0.00
652984	0.00	$0	$0.00	$0.00	$0.00
652985	0.00	$0	$0.00	$0.00	$0.00
652986	0.00	$0	$0.00	$0.00	$0.00
653008	0.00	$0	$0.00	$0.00	$0.00
653009	0.00	$0	$0.00	$0.00	$0.00
653010	0.00	$0	$0.00	$0.00	$0.00
653026	0.00	$0	$0.00	$0.00	$0.00
653035	0.00	$0	$0.00	$0.00	$0.00
653036	0.00	$0	$0.00	$0.00	$0.00
653037	0.00	$0	$0.00	$0.00	$0.00
653038	0.00	$0	$0.00	$0.00	$0.00
675215	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675216	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675217	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675218	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675219	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675220	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675221	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675222	0.76	$18,205	$1,532.29	$134.68	$1,666.97

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
675223	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675227	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675228	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675229	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675230	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675231	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675232	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675233	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675234	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675237	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675238	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675239	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675240	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675241	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675242	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675243	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675245	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675246	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675247	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675248	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675249	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675250	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675251	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675252	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675256	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675257	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675258	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675259	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675260	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675261	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675262	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675263	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675264	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675265	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675266	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675267	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675268	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675269	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675270	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675275	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675276	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675277	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675278	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675279	0.76	$18,205	$1,532.29	$134.68	$1,666.97

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
675280	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675281	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675282	0.76	$18,205	$1,532.29	$134.68	$1,666.97
675224	0.00	$0	$0.00	$0.00	$0.00
675225	0.00	$0	$0.00	$0.00	$0.00
675226	0.00	$0	$0.00	$0.00	$0.00
675235	0.00	$0	$0.00	$0.00	$0.00
675236	0.00	$0	$0.00	$0.00	$0.00
675244	0.00	$0	$0.00	$0.00	$0.00
675253	0.00	$0	$0.00	$0.00	$0.00
675254	0.00	$0	$0.00	$0.00	$0.00
675255	0.00	$0	$0.00	$0.00	$0.00
675271	0.00	$0	$0.00	$0.00	$0.00
675272	0.00	$0	$0.00	$0.00	$0.00
675273	0.00	$0	$0.00	$0.00	$0.00
675274	0.00	$0	$0.00	$0.00	$0.00
675283	0.00	$0	$0.00	$0.00	$0.00
675284	0.00	$0	$0.00	$0.00	$0.00
675285	0.00	$0	$0.00	$0.00	$0.00
667598	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667599	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667600	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667601	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667602	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667603	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667604	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667605	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667606	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667607	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667608	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667609	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667610	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667611	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667612	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667613	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667614	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667615	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667618	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667619	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667620	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667621	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667622	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667623	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667624	0.90	$21,353	$1,797.23	$157.96	$1,955.20

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
667625	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667626	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667627	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667628	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667629	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667630	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667631	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667632	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667633	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667634	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667635	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667637	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667638	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667639	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667640	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667641	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667642	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667643	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667644	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667645	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667646	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667647	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667648	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667649	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667650	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667651	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667652	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667653	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667654	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667656	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667657	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667658	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667659	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667660	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667661	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667662	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667663	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667664	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667665	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667666	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667667	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667668	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667669	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667670	0.90	$21,353	$1,797.23	$157.96	$1,955.20

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
667671	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667672	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667673	0.90	$21,353	$1,797.23	$157.96	$1,955.20
667616	0.00	$0	$0.00	$0.00	$0.00
667617	0.00	$0	$0.00	$0.00	$0.00
667636	0.00	$0	$0.00	$0.00	$0.00
667655	0.00	$0	$0.00	$0.00	$0.00
667674	0.00	$0	$0.00	$0.00	$0.00
667675	0.00	$0	$0.00	$0.00	$0.00
693466	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693467	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693468	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693469	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693470	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693471	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693472	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693473	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693474	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693475	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693476	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693477	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693478	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693479	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693480	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693481	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693482	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693483	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693484	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693485	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693486	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693487	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693488	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693489	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693490	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693491	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693492	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693493	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693494	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693495	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693496	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693498	0.00	$0	$0.00	$0.00	$0.00
693499	0.00	$0	$0.00	$0.00	$0.00
693500	0.00	$0	$0.00	$0.00	$0.00
693501	0.00	$0	$0.00	$0.00	$0.00

Riverwalk PID No. 1
Assessment Roll Summary 2017-18

Parcel	Estimated EU	Cummulative Amount of Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2017-18
693502	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693503	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693504	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693505	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693506	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693507	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693508	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693509	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693510	0.00	$0	$0.00	$0.00	$0.00
693511	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693512	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693513	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693514	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693515	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693516	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693517	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693518	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693519	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693520	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693521	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693522	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693523	0.90	$21,353	$1,797.23	$157.96	$1,955.20
693524	0.00	$0	$0.00	$0.00	$0.00
Total	**662.76**	**$15,800,000**	**$1,329,875.00**	**$116,885.13**	**$1,446,760.13**

TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: September 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: **Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Appendix A "Fee Schedule" of the Code of Ordinances by amending Section 70-777 relative to the charges for the Stormwater Utility System fee.**

BACKGROUND INFORMATION: Every property owner and customer of the Town's Stormwater Utility System pays a Stormwater Utility System (SWUS) fee for the benefited property. The fee for residential property is based on the size of a residential lot including the following classifications: less than one acre; one to five acres; and over five acres. The multifamily, commercial, and industrial rates are based on the size of a commercial/industrial building including the following classifications: less than 25,000 square feet; 25,000 to 50,000 square feet; and over 50,000 square feet.

Lots that utilize stormwater detention facilities qualify for a 17 percent discount from the standard SWUS fee. A property may qualify for the discount through one of two methods. First, an individual lot or parcel may qualify for a discount if a stormwater detention facility is located on the property. Second, a lot or parcel may also qualify for a discount if it is part of a larger unified development or subdivision that provides stormwater detention facilities.

The Stormwater Utility System fee has not been adjusted since 2015. Staff recommends an inflationary adjustment of 1.39% to maintain the current level of stormwater services. The inflationary increase would continue to provide a 17 percent discount to qualified properties.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
$17,940	230-4250 (Stormwater Fees)

Finance Review by: Tammy Wilson, Executive Director of Financial Services tw

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

ATTACHMENTS:

1. Proposed Ordinance

DRAFT MOTION:

Move to approve an ordinance amending the Flower Mound Code of Ordinances entitled "Utilities" through the amendment of Appendix A "Fee Schedule" by amending Section 70-777 relative to the charges for the Stormwater Utility System fee.

Attachment 1

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ______

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND RELATIVE TO THE CHARGES FOR STORMWATER UTILITY SYSTEM FEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter adopted November 3, 1981; and

WHEREAS, the Town of Flower Mound possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate the fees for services provided; and

WHEREAS, the Town of Flower Mound has determined that it needs to increase the fees charged for the operation and maintenance of the Town's surface water management program designed to assist in the protection of public health and safety from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from water runoff within the boundaries of the Town;

WHEREAS, the Town Council finds that the classification of the benefited properties and the increased fees charged for the operation and maintenance of the Town's surface water management program are nondiscriminatory, reasonable, and equitable for similar services in all areas of the service area.

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

SECTION 1

All the above premises are hereby found to be true and correct 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 restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Appendix A, "Fee Schedule," of the Code of Ordinances of the Town of Flower Mound shall be amended by amending Section 70-777, Stormwater Utility System fee as follows:

Code Section Number	Description
70-777	Stormwater Utility System fee:

(a) The drainage charge for single family residential, townhome, duplex, and mobile home parcels that are not entitled to a Discount:

(1) For property that is less than one (1) acre in size is Four and Thirty-Five/One Hundredths Dollars ($4.35) per month;

(2) For property that is between one (1) acre and five (5) acres in size is Three and Seventy-Five/One Hundredths Dollars ($3.75) per month; and

(3) For property greater than five (5) acres in size is Three and Fifteen/One Hundredths Dollars ($3.15) per month.

(b) The drainage charge for Multi-family, Commercial, and Industrial parcels that are not entitled to a Discount:

(1) For property that is up to twenty-five thousand (25,000) square feet in size is Thirty-Two and Seventy-Four/One Hundredths Dollars ($32.74) per month;

(2) For property that is between twenty-five thousand (25,000) square feet and fifty thousand (50,000) square feet in size is Forty-Four and Sixty-Four/One Hundredths Dollars ($44.64) per month; and

(3) For property that is over fifty thousand (50,000) square feet in size is Fifty-Six and Fifty-Five/One Hundredths Dollars ($56.55) per month.

(c) The drainage charge for single family residential, townhome, duplex, and mobile home parcels that are entitled to a Discount:

(1) For property that is less than one (1) acre in size is Three and Sixty-One/One Hundredths Dollars ($3.61) per month;

(2) For property that is between one (1) acre and five (5) acres in size is Three and Eleven/One Hundredths Dollars ($3.11) per month; and

(3) For property greater than five (5) acres in size is Two and Sixty-Two/One Hundredths Dollars ($2.62) per month.

(d) The drainage charge for Multi-family, Commercial, and Industrial parcels that are entitled to a Discount:

(1) For property that is up to twenty-five thousand (25,000) square feet in size is Twenty-Seven and Seventeen/One Hundredths Dollars ($27.17) per month;

(2) For property that is between twenty-five thousand (25,000) square feet and fifty thousand (50,000) square feet in size is Thirty-Seven and Five/One Hundredths Dollars ($37.05) per month; and

(3) For property that is over fifty thousand (50,000) square feet in size is Forty-Six and Ninety-Four/One Hundredths Dollars ($46.94) per month.

SECTION 3

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

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance and the Code, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases or provisions of this Ordinance and the Code, or the application thereof to any person or circumstances, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

This Ordinance shall take effect and be in full force on and after October 1, 2017, and its publication as provided by the laws of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 18th DAY OF SEPTEMBER, 2017.

APPROVED:

____
Thomas E. Hayden, MAYOR

ATTEST:

____
Theresa Scott, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 18, 2017

FROM: Debra Wallace, Deputy Town Manager, CFO

ITEM: **Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and wastewater service; amending the connection charge and reconnect charge after cut-off, providing a severability clause; providing for publication; and providing an effective date.**

BACKGROUND INFORMATION: The proposed three-year utility rate structure is designed to bring long-term financial stability to the utility system and fully fund all costs of the system from user rates. The Town of Flower Mound owns and operates a wastewater treatment plant and purchases treated water with up to 11 MGD from the City of Dallas (DWU) and up to 30 MGD from the Upper Trinity Regional Water District, (UTRWD). The majority of the cost increases in the Town's utility system since 2005 have been due to increases in treated water rates purchases from UTRWD; which increased by approximately $7.3 million from FY 2004-05 to FY 2015-16.

The Town adopted an ordinance on September 18, 2014, to amend utility rates and set the utility revenues through FY 2016-17. The attached ordinance sets water and wastewater rates for FY 2017-18 through FY 2019-20 to recover the full costs of the Town's water and wastewater systems and are designed to meet the following criteria:

1. Implement the necessary capital improvements to meet customer needs for utility services.
2. Have the utility system pay its full cost of services provided by the Town's General Fund.
3. Maintain the quality of water and wastewater services required by the Town's customers.
4. Financially position the utility system to be able to replace necessary infrastructure as the system ages.

The following table displays the rate changes contained within the attached ordinance which are effective each October of the years noted:

	Current FY 2017	FY 2018	FY 2019	FY 2020
Water				
Minimum Bill*	$ 32.82	$ 33.80	$ 34.82	$ 34.82
2,001-10,000	$ 3.75	$ 3.86	$ 3.98	$ 4.06
10,001-15,000	$ 4.93	$ 5.13	$ 5.33	$ 5.49
15,001-50,000	$ 5.61	$ 5.83	$ 6.07	$ 6.25
over 50,000	$ 6.29	$ 6.54	$ 6.80	$ 7.01
Wastewater				
Minimum Bill	$ 19.44	$ 19.44	$ 20.02	$ 20.02
2,000-10,000	$ 3.95	$ 3.95	$ 4.07	$ 4.07

* For residential 3/4 inch meter. All other minimum bills will increase in same proportion.

Staff also recommends amending the charge for after hour reconnections for non-payment from $35.00 to $50.00. This revision will recover the cost incurred for the Town employee being dispatched between 5:00 pm and 7:30 am.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenues:	**Account Number(s):**
The attached ordinance sets utility rates to recover the full costs of the Town's water and wastewater systems.	200-4205 Water Sales $31,921,404 200-4210 Wastewater Sales $10,859,574

Finance Review by: Tammy Wilson, Executive Director of Financial Services tw

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

ATTACHMENTS:

1. Proposed ordinance

DRAFT MOTION: Move to approve an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and wastewater service; amending the reconnect charge after cutoff and providing a severability clause; providing for publication; and providing an effective date.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____________

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND BY AMENDING THE CHARGES CONTAINED THEREIN FOR RESIDENTIAL AND NON-RESIDENTIAL WATER AND WASTEWATER SERVICE; AMENDING THE CONNECTION CHARGE AND RECONNECT CHARGE AFTER CUT-OFF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter adopted November 3, 1981; and,

WHEREAS, the Town of Flower Mound possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate utility billing services and the fees for services provided; and,

WHEREAS, the Town of Flower Mound enacted Ordinance No. 77-02 on November 4, 2002 to amend the connection charge and reconnection charge for cut-off provided by the Town of Flower Mound; and,

WHEREAS, the Town of Flower Mound desires to amend the fee charged for reconnect for non-payment for all other hours; and,

WHEREAS, the Town of Flower Mound enacted Ordinance No. 66-85 on September 30, 1985 to establish rates for water service provided by the Town of Flower Mound; and,

WHEREAS, the Town of Flower Mound has from time to time amended the water service rate fee schedule as well as the sewer service rate fee schedule applicable to residential and non-residential water consumption and sewer; and,

WHEREAS, the Town of Flower Mound desires to amend the water service rate fee schedule as well as the sewer service rate fee schedule applicable to residential and non-residential water consumption and sewer service and hereby finds that it is in the best interest of the health, safety and general welfare of the citizens of the Town to amend the fees as outlined herein;

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

That Appendix A-Fee Schedule of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 70-332, “Connection to system,” to read as follows:

Code Section Number	Description
70-332	Connection to system.

(a) Connection to the water system where a previous account has been shall be charged a connection fee as provided for in the fee schedule found in appendix A of this Code.

- $15.00

SECTION 3

That Appendix A-Fee Schedule of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding the schedule of fees corresponding to Section 70-334, “Connect and Reconnect Charges,” to read as follows:

Code Section Number	Description
70-334	Reconnect charge after cutoff.

(a) If a customer fails to pay for water service after the expiration of 15 days from original billing, a delinquent tag will be delivered to the service address notifying the customer of delinquent charges. If the charges are not paid prior to 9:00 a.m. the following business day, service at the delinquent address will be discontinued. The meter shall not be reconnected or service resumed until the customer has paid the entire amount for which he or she has been billed at the time, plus a ten percent charge on any outstanding balance, and the applicable reconnect charges as follows:

- 8:00 a.m. through 5:00 p.m. weekdays. $25.00
- All other hours. $50.00

SECTION 4

That Appendix A-Fee Schedule of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 70-361, “Water Service Rates,” to read as follows:

Code Section Number	Description
70-361	Water service rates:

The minimum monthly charge for each sized meter in the Town, which amount includes 2,000 gallons of water is as follows:

Water Meter Size (inches)	Minimum Bills Water Usage Beginning 10/01/2017 through 9/30/2018	Minimum Bills Water Usage Beginning 10/01/2018 through 9/30/2019	Minimum Bills Water Usage Beginning 10/01/2019 and Thereafter
3/4 or 5/8	$ 33.80	$ 34.82	$ 34.82
1	55.63	57.30	57.30
1 1/2	91.98	94.74	94.74
2	135.63	139.70	139.70
3	251.99	259.55	259.55
4	382.89	394.38	394.38
6 and larger	746.52	768.92	768.92

The monthly volume charge per 1,000 gallons after the first 2,000 gallons of water usage is as follows:

Volumetric Rates	Per 1,000 Gallons Water Usage Beginning 10/01/2017 through 9/30/2018	Per 1,000 Gallons Water Usage Beginning 10/01/2018 through 9/30/2019	Per 1,000 Gallons Water Usage Beginning 10/01/2019 and Thereafter
2,000 – 10,000 Gallons	$ 3.86	$ 3.98	$ 4.06
10,001 – 15,000 Gallons	5.13	5.33	5.49
15,001 – 50,000 Gallons	5.83	6.07	6.25
Over 50,000 Gallons	6.54	6.80	7.01
Town Meters	1.97	2.04	2.11
Fire Hydrants	6.54	6.80	7.01

SECTION 5

That Appendix A-Fee Schedule of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 70-381, “Sewer Service Rates,” to read as follows:

Code Section Number	Description
70-381	Sewer service rates:

The minimum monthly charge for sewer service for each sized water meter in the Town, which amount includes 2,000 gallons of water usage is as follows:

Water Meter Size (inches)	Minimum Bills Water Usage Beginning 10/01/2017 through 9/30/2018	Minimum Bills Water Usage Beginning 10/01/2018 through 9/30/2019	Minimum Bills Water Usage Beginning 10/01/2019 and Thereafter
All Sizes	$ 19.44	$ 20.02	$ 20.02
"Residential No-Average Maximum"	$ 43.14	$ 44.44	$ 44.44

The monthly volume charge per 1,000 gallons after the first 2,000 gallons of water usage is as follows:

Volumetric Rates	Per 1,000 Gallons Water Usage Beginning 10/01/2017 through 9/30/2018	Per 1,000 Gallons Water Usage Beginning 10/01/2018 through 9/30/2019	Per 1,000 Gallons Water Usage Beginning 10/01/2019 and Thereafter
Over 2,000 Gallons	$ 3.95	$ 4.07	$ 4.07

SECTION 6

Any and all ordinances, orders, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance and the Code are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 7

If any section, subsection, clause, phrase or provision of this Ordinance and the Code, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases or provisions of this Ordinance and the Code, or the application thereof to any person or circumstances, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8

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

SECTION 9

This Ordinance shall take effect and be in full force immediately upon its passage and adoption as provided by the laws of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _______ TO _______, ON THIS THE 18th DAY OF SEPTEMBER, 2017.

____
Thomas D. Hayden, MAYOR

ATTEST:

____
Theresa Scott, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 18, 2017

FROM: Clay Riggs, P.E., C.F.M., Senior Project Engineer

ITEM: **Consider approval of application by the Town of Flower Mound to join the Federal Emergency Management Agency (FEMA) Community Rating System (CRS) Program; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The FEMA Community Rating System (CRS) recognizes and encourages community floodplain management activities that exceed the minimum Nation Flood Insurance Program (NFIP) standards. Credit is provided for regulations and other activities. These activities include providing floodplain information to residents, assisting residents with drainage advice, maintaining the Town's drainage infrastructure, and making floodplain information readily available. Depending upon the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Current regulations and activities of the Town of Flower Mound qualify for enrollment in the CRS.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: NA

ATTACHMENTS:

1. Community Letter of Interest to Join the CRS

DRAFT MOTION: Move to approve application by the Town of Flower Mound to join the FEMA Community Rating System (CRS) Program; and authorize the Mayor to execute same on behalf of the Town.

Attachment 1

Community Letter of Interest to Join the CRS

September 18, 2017

Mark Lujan
Federal Emergency Management Agency
Region 6
FRC- 800 North Loop 288
Denton, TX 76209-3698

Dear Mr. Lujan:

The Town of Flower Mound is interested in participating in the Community Rating System (CRS) so that our residents will qualify for discounted flood insurance premiums.

Our CRS Coordinator is Clay Riggs, P.E., C.F.M., who can be reached at 972-874-6302 or clayton.riggs@flower-mound.com

We will cooperate with FEMA, the Insurance Services Office, Inc. (ISO), and the CRS verification process to ensure that our credited activities are fully earned and warranted.

Please ask ISO to visit us to review our program in depth and verify the creditable activities. We understand that approval from the FEMA Regional Office is needed for the ISO/CRS Specialist to visit the community.

Sincerely,

Tom Hayden
Town Mayor

cc: Deidra Mares
Mike Segner

TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 18, 2017

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of the purchase of Firefighter uniforms from Red the Uniform Tailor through the City of Frisco Cooperative Bid No. 1405-067**

BACKGROUND INFORMATION: To provide fire retardant Nomex station wear, Class A uniforms, cold weather jackets, as well as various other accessories such as hats, gloves, belts, rain gear etc. The Nomex daily station wear on the average is replaced every two years. Other gear and accessories are replaced as needed. This is an annual expenditure with the current contract good through August 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $60,000.00

Proposed Expenditure:	Account Number(s):
$60,000.00	100-660-63000-2270

Finance Review by:

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Frisco Cooperative Bid No. 1405-067

DRAFT MOTION: Move to approve the purchase of Firefighter uniforms from Red the Uniform Tailor through the City of Frisco Cooperative Bid No. 1405-067.

Attachment 1

FRISCO
PROGRESS IN MOTION

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

June 22, 2017

Red the Uniform Tailor
3200 Commander Drive, Suite 114
Carrollton, Texas 75006
Attn: Kim Sylvester

RE: Best Value Cooperative Bid #1405-067
Fire Department Uniforms

Dear Ms. Sylvester,

On August 5, 2014 The City of Frisco City Council awarded the above mentioned bid to your agency. This is an annual contract which includes a one (1) year term with four (4) additional one (1) year renewals. The second renewal was executed on this agreement, extending pricing through August 4, 2017. The City of Frisco desires to exercise the third available renewal option under this agreement, from August 5, 2017 through August 4, 2018.

Per the letter from Red the Uniform Tailor (attached), the City of Frisco will accept the requested price increases in accordance with the bid terms. The revised pricing for this renewal is also attached.

Please acknowledge receipt and acceptance of this letter by signing and emailing it to Daniel Ford, dford@friscotexas.gov.

Name Patricia Klein　　　　Date 6/23/2017

Patricia Klein
Signature

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292 5545.

Sincerely,

Daniel Ford, CPPO, CPPB
Purchasing Manager

cc: Frisco Police Department, Interlocal Agencies

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1 New Price	Renewal #1 Incr % (+/-)	Renewal #2 New Price	Renewal #2 Incr % (+/-)	Renewal #3 New Price	Renewal #3 Incr % (+/-)
	Alterations										
1	Bidding Entity	Department Logo Heat Transfer			Samples to be provided, must match exactly Quote as needed	***	None		None		
2	Bidding Entity	Department Logo Embroidered			Samples to be provided, must match exactly Digitizing fee add'l if needed	$10.00	None	$10.00	None	$ 10 50	5
3	Bidding Entity	Name tape embroidered on like material			Samples to be provided, must match exactly	$8.00	None	$8.00	None	$ 8.00	0
4	Bidding Entity	Rank tape embroidered on like material			Samples to be provided, must match exactly	$8.00	None	$8.00	None	$ 8.00	0
5	Bidding Entity	Name direct embroidered			Samples to be provided, must match exactly One line	$7.00	None	$7.00	None	$ 7 00	0
6	Bidding Entity	Rank direct embroidered			Samples to be provided, must match exactly One line	$7.00	None	$7.00	None	$ 7.00	0
7	Bidding Entity	Name/Rank tape embroidered on like material			Samples to be provided, must match exactly Two lines Example winter coat name / rank tapes	$9.00	None	$9.00	None	$ 10 00	5
8	Bidding Entity	Single bugle direct embroidered on collar			Samples to be provided, must match exactly Per collar	$7.00	None	$7.00	None	$ 7 35	5
9	Bidding Entity	2 vertical bugles direct embroidered on collar			Samples to be provided, must match exactly Per collar	$7.00	None	$7.00	None	$ 7 35	5
10	Bidding Entity	2 crossed bugles direct embroidered on collar			Samples to be provided, must match exactly Per collar	$7.00	None	$7.00	None	$ 7 35	5
11	Bidding Entity	3 crossed bugles direct embroidered on collar			Per collar	$7.00	None	$7.00	None	$ 7 35	5
12	Bidding Entity	4 crossed bugles direct embroidered on collar			Samples to be provided, must match exactly Per collar	$7.00	None	$7.00	None	$ 7 35	5
13	Bidding Entity	5 crossed bugles direct embroidered on collar			Samples to be provided, must match exactly Per collar	$7.00	None	$7.00	None	$ 7 35	5
14	Bidding Entity	FD badge w/1 bugle embroidered on item				$10.00	None	$10.00	None	$ 10.50	5
15	Bidding Entity	FD badge w/2 vertical bugles embroidered on item				$10 00	None	$10.00	None	$ 10.50	5
16	Bidding Entity	FD badge w/2 crossed bugles embroidered on item				$10.00	None	$10.00	None	$ 10.50	5
17	Bidding Entity	FD badge w/3 crossed bugles embroidered on item				$10.00	None	$10.00	None	$ 10.50	5
18	Bidding Entity	FD badge w/4 crossed bugles embroidered on item				$10.00	None	$10 00	None	$ 10.50	5
19	Bidding Entity	FD badge w/5 crossed bugles embroidered on item				$10 00	None	$10.00	None	$ 10.50	5
20	Bidding Entity	Emergency Medical Technician Patch (EMT-B)	E1752N			$2 50	None	$2 50	None	$ 2 50	0
21	Bidding Entity	Paramedic Patch (Certified PM)	E1750N			$2 40	None	$2 40	None	$ 2.40	0
22	Bidding Entity	Licensed PM patch including sew on	E1749AN			$3.00	None	$3.00	None	$ 3.00	0
23	Bidding Entity	Department patch			Samples to be provided, must match exactly Quote per dept as needed		None		None		
24	Bidding Entity	Cost to sew on Department patch			If shirt is not purchased thru RTUT	$3.00	None	$3.00	None	$ 3.00	0
25	Bidding Entity	Pant length alterations	ALT TH		If pants are not purchased thru RTUT	$7 00	None	$7 00	None	$ 7 35	5
26	Bidding Entity	Dress Coat Years of Service Stars Silver			Samples to be provided, must match exactly Hand sewn bullion stars	$13 50	None	$13 50	None	$ 14 18	5
27	Bidding Entity	Dress Coat Years of Service Stars Gold			Samples to be provided, must match exactly Hand sewn bullion stars	$13.50	None	$13.50	None	$ 14 18	5
28	Bidding Entity	Dress coat 1 gold full circle stripe on each sleeve	ALT-ST1		Samples to be provided, must match exactly	$15.00	None	$15.00	None	$ 15.75	5
29	Bidding Entity	Dress coat 2 gold full circle stripes on each sleeve	ALT-ST2		Samples to be provided, must match exactly	$20.00	None	$20.00	None	$ 21 00	5
30	Bidding Entity	Dress coat 3 gold full circle stripes on each sleeve	ALT-ST3		Samples to be provided, must match exactly	$25.00	None	$25.00	None	$ 26.25	5
31	Bidding Entity	Dress coat 4 gold full circle stripes on each sleeve	ALT-ST4		Samples to be provided, must match exactly	$30.00	None	$30.00	None	$ 31 50	5
32	Bidding Entity	Dress coat 5 gold full circle stripes on each sleeve	ALT-ST5		Samples to be provided, must match exactly	$35 00	None	$35.00	None	$ 36 75	5
	Duty Uniforms										
33	Workrite	Men's Firefighter Pant	400NMX-75-NB	28 42 Reg	Vendor to specify additional costs for long lengths	$90.25	None	$94 75	5	$99.46	5
34	Workrite	Men's Firefighter Pant	400NMX-75-NB	44 50 Reg		$112.50	None	$118.10	5	$122 82	4
35	Workrite	Men's Full Cut Firefighter Pant	402NMX-75-NB	28 42 Reg		$93.50	None	$98.15	5	$102.08	4
36	Workrite	Men's Full Cut Firefighter Pant	402NMX-75-NB	44 50 Reg		$116.90	None	$122 75	5	$128.89	5
37	Workrite	Women's Firefighter Pant	401NMX-75-NB	04 20	Size correction	$93.50	None	$97 20	4	$101 09	4
38	Workrite	Women's Firefighter Pant	401NMX-75-NB	02 & 22 24	Size correction	$116 90	None	$121.55	4	$127.63	5
39	Workrite	Men's Firefigher Shirt, S/S	730NMX-45-NB	38 50 Reg		$77 40	None	$81 25	5	$84.50	4
40	Workrite	Men's Firefigher Shirt, S/S	730NMX-45-NB	52 54 Reg		$96 70	None	$101.50	5	$105 56	4
41	Workrite	Men's Firefigher Shirt, S/S	730NMX-45-NB	56 58 Reg		$98 55	None	$103.45	5	$106 55	3

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1		Renewal #2		Renewal #3	
						New Price	Incr % (+/-)	New Price	Incr % (+/-)	New Price	Incr % (+/-)
42	Workrite	Women's Firefigher Shirt, S/S	731NMX-45-NB	XS - XL Reg	Non-stock 60 business days	$77.40	None	$81.25	5	$84.50	4
43	Workrite	Women's Firefigher Shirt, S/S	731NMX-45-NB	2XL Reg	Non-stock 60 business days	$96.70	None	$101.50	5	$105.56	4
44	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	38 - 50 Short	Item is a custom cut; 7 week order time	$122.45	None	$128.55	5	$134.98	5
45	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	52 - 54 Short	Item is a custom cut; 7 week order time	$122.45	None	$128.55	5	$134.98	5
46	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	56 - 58 Short	Item is a custom cut; 7 week order time	$122.45	None	$128.55	5	$134.98	5
47	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	38 - 50 Reg	Non-stock 60 business days	$97.70	None	$102.55	5	$106.65	4
48	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	52 - 54 Reg	Non-stock 60 business days	$122.15	None	$128.25	5	$134.98	5
49	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	56 - 58 Reg	Non-stock 60 business days	$124.40	None	$130.60	5	$137.13	5
50	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	38 - 50 Long	Non-stock 60 business days	$97.70	None	$102.55	5	$106.65	4
51	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	52 - 54 Long	Non-stock 60 business days	$122.10	None	$128.25	5	$134.98	5
52	Workrite	Men's Firefigher Shirt, L/S	735NMX-45-NB	56 - 58 Long	Non-stock 60 business days	$124.40	None	$130.60	5	$137.13	5
53	Workrite	Men's Fire Chief Shirt, S/S	700NMX-45-NB	38-50	Size correction	$84.25	None	$88.45	5	$91.99	4
				52-66	Size correction	$105.30	None	$110.55	5	$114.97	4
54	Workrite	Men's Fire Chief Shirt, L/S	705NMX-45-NB	38-50 R/L	Size correction	$98.25	None	$103.15	5	$107.28	4
				52-25 R/L	Size correction	$122.89	None	$129.00	5	$134.16	4
55	5.11	Job Shirt w/Canvas Details, Fire Navy	72321-720	XS - 2X Reg		$48.90	None	$51.35	5	$ 52.89	3
56	5.11	Job Shirt w/Canvas Details, Fire Navy	72321-720	3X Reg		$52.95	None	$55.60	5	$ 58.38	5
57	5.11	Job Shirt w/Canvas Details, Fire Navy	72321-720	4X - 5X	Not Available	-----	-----	-----	-----	[redacted]	
58	5.11	Job Shirt w/Canvas Details, Fire Navy	72321-720	XS - 2X Tall	See line 60	-----	-----	-----	-----		
	.11	Job Shirt w/Canvas Details, Fire Navy	72321-720	3X Tall	See line 60	-----	-----	-----	-----		
	.11	Job Shirt w/Canvas Details, Fire Navy	72321-720	4X - 5X Tall		-----	-----	-----	-----		
		Job Shirt w/Canvas Details, Fire Navy	72321-720	L - 5X Tall	Corrected size range	$57.05	None	$59.90	5	$ 62.90	5
61	5.11	Men's Taclite Pro Ripstop Pants-All Color options	74273	28 - 44		$42.25	None	$42.25	None	$ 43.52	3
			74273L	46 - 54		$50.25	None	$50.95	1.5	$ 52.48	3
62	5.11	Men's Taclite Pro S/S Various Colors	71175	S - 2X	Size correction	$42.25	None	$42.25	None	$ 43.52	3
				3X	Size correction	$46.00	None	$48.30	5	$ 49.75	3
				L - 5X Tall	Size correction	$46.00	None	$48.30	5	$ 49.75	3
63	5.11	Men's Taclite Pro L/S Various Colors	72175	S - 2X		$44.85	None	$46.60	4	$ 48.00	3
				3X		$51.00	None	$46.75	Decres	$ 49.09	5
				L - 5X Tall		$51.00	None	$46.75	Decres	$ 49.09	5
64	5.11	Men's Tactical Jersey Polo-All Colors	71182	S - 2X		$33.75	None	$33.75	None	$ 34.76	3
				3X		$38.55	None	$38.20	Decres	$ 39.35	3
65	5.11	Quarter Zip Front Job Shirt, Black or Fire Navy	72314	XS - 2X	Size correction	$48.90	None	$51.31	5	$ 53.88	5
				3X	Size correction	$53.90	None	$56.42	5	$ 59.24	5
66	5.11	Quarter Zip Front Job Shirt, Black or Fire Navy	72314	L - 5X Tall	Size correction	$57.00	None	$59.81	5	$ 62.80	5
67	5.11	Tactical Fleece Watch Cap, Black	89250-019	S/M, L/XL		$12.25	None	$12.70	4	$ 13.08	3
68	5.11	Tactical 4 in 1 Patrol Jacket, Black	48027-019	S - 2X	Size correction	$204.50	None	$210.60	3	$ 219.02	4
				3X - 6X	Size correction	$210.25	None	$220.75	5	$ 227.37	3
69	5.11	Men's Professional Polo S/S (all colors)	41060	S - 2X	Size correction	$35.40	5	$35.40	None	$ 36.46	3
				3X	Size correction	$39.30	5	$38.20	Decres	$ 39.35	3
				L - 5X Tall	Size correction	$39.30	5	$38.20	Decres	$ 39.35	3
70	5.11	Men's Professional Polo L/S (all colors)	42056	S - 2X	Size correction	$39.85	5	$38.20	Decres	$ 39.35	3
				3X	Size correction	$43.70	5	$42.45	Decres	$ 44.15	4
				L - 5X Tall	Size correction	$47.50	5	$42.45	Decres	$ 44.15	4
71	5.11	Men's Performance Polo S/S	71049	S - 2X	Size correction	$32.60	None	$33.90	4	$ 34.92	3
				3X	Size correction	$36.50	None	$37.95	4	$ 39.09	3
				L - 5X Tall	Size correction	$36.50	None	$37.95	4	$ 39.09	3
72	Hanes	T-Shirt, S/S, Navy	24737			DISC*					

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

						Renewal #1		Renewal #2		Renewal #3	
Item	Manufacturer	Description	Part #	Sizes	Notes	New Price	Incr % (+/-)	New Price	Incr % (+/-)	New Price	Incr % (+/-)
	Port & Company	Adult S/S Essential T-Shirt, 100% Soft Spun Cotton, Navy	PC61T	L - XL Tall	Garment price only / no customizations added	$11.00	None	$11.00	None	$ 11.00	0
				2X Tall		$13.75	None	$13.75	None	$ 13.75	0
				3X Tall		$14.25	None	$14.25	None	$ 14.25	0
				4X Tall		$14.80	None	$14.80	None	$ 14.80	0
73	Hanes	Beefy T-Shirt, S/S, Any Color	6307			DISC*					
	Hanes	Adult S/S Beefy-T, 100% Ring Spun Cotton, Any Color	5180	S - XL	Garment price only / no customizations added	$11.10	None	$11.10	None	$ 11.10	0
				2X		$11.10	None	$11.10	None	$ 11.10	0
				3X		$11.40	None	$11.40	None	$ 11.40	0
74	Hanes	Beefy T-Shirt, L/S, Any Color	6319			DISC*					
	Hanes	Adult L/S Beefy-T, 100% Ring Spun Cotton, Any Color	5186	S - XL	Garment price only / no customizations added	$12.80	None	$12.80	None	$ 12.80	0
				2X		$17.90	None	$17.90	None	$ 17.90	0
				3X		$15.30	None	$15.30	None	$ 15.30	0
75	Hanes	Beefy T-Shirt, L/S Tall, Any Color	W5269			DISC*					
	Port & Company				Duplicate	------	------	------	------		
76	Hanes	Beefy T-Shirt, S/S Pocketed, 100% Cotton, Any Color	5190	S - XL	Garment price only / no customizations added	$10.95	5	$10.95	None	$ 10.95	0
				2X		$13.50	5	$13.50	None	$ 13.50	0
				3X		$13.80	5	$13.80	None	$ 13.80	0
77	Gildan	T-Shirt, S/S Pocketed, 100% Cotton, Any Color	2300	S - XL	Garment price only / no customizations added	$7.05	5	$7.05	None	$ 7.05	0
78	Gildan	T-Shirt, S/S Pocketed, 100% Cotton, Any Color	2300	2X - 3X	Garment price only / no customizations added	$9.95	5	$9.95	None	$ 9.95	0
				4X		$13.30	5	$13.30	None	$ 13.30	0
				5X		$14.00	5	$14.00	None	$ 14.00	0
79	Hanes	T-Shirt, L/S Pocketed Tagless Comfort Soft, Any Color	5596	S - XL	Garment price only / no customizations added	$9.95	5	$9.95	None	$ 9.95	0
				2X		$12.00	5	$12.00	None	$ 12.00	0
				3X		$12.10	5	$12.70	5	$ 12.70	0
80	Gildan	T-Shirt, L/S Pocketed, 100% Cotton, Any Color	2410	S - XL	Garment price only / no customizations added	$11.70	5	$11.70	None	$ 11.70	0
				2X		$14.45	5	$14.45	None	$ 14.45	0
				3X		$15.45	5	$15.45	None	$ 15.45	0
				4X		$15.70	5	$15.70	None	$ 15.70	0
				5X		$15.90	5	$15.90	None	$ 15.90	0
81	Hanes	Ultimate Cotton Crewneck Sweatshirt - Any Color	F260	S - XL	Garment price only / no customizations added	$17.50	5	$17.50	None	$ 17.50	0
82	Hanes	Ultimate Cotton Crewneck Sweatshirt - Any Color	F260	2X - 3X	Garment price only / no customizations added	$26.00	5	$26.00	None	$ 26.00	0
83	Outdoor Cap	Wool Ball Cap - Any Color	PFX-400			DISC					
84	Outdoor Cap	Strechable Mesh Ball Cap - Any Color	PFX-120	XS/S, S/M, M/L, L/XL	Garment price only / no customizations added	$8.45	None	$8.45	None	$ 8.45	0
85	KC Caps	96% Cotton, 4% Spandex Any color	2000S		Garment price only / no customizations added	$4.95	None	$4.95	None	$ 4.95	0
86	KC Caps	NuFit Logo flex sweatband any color	3000		Garment price only / no customizations added	$4.95	None	$4.95	None	$ 4.95	0
87	KC Caps	Long Knit Beanie, Navy	W1710		Garment price only / no customizations added	$2.70	None	$3.70		$ 3.70	0
88	KC Caps	Short Knit Beanie	W1700		Garment price only / no customizations added	$2.10	None	$3.40		$ 3.40	0
89	KC Caps	Acrylic Beanie, 12" long - Any Color	87		Duplicate						
90	Blauer	Men's Short Side Pocket Poly/Cotton Blend	8840X	28 - 50		$52.10	2	$53.14	2	$ 53.14	0
91	Blauer	Men's Short Side Pocket Poly/Cotton Blend	8840X	52 - 54		$52.10	2	$53.14	2	$ 53.14	0
92	Blauer	Men's 4-Pocket Pant Poly/Cotton Blend	8821X	28-52 (R&L)		$53.40	2	$54.47	2	$ 53.40	0
93	Blauer	Women's Short Side Pocket Poly/Cotton Blend	8840WX	02 - 28		$52.10	2	$53.10	2	$ 53.10	0
	Winter Coats										
94	Blauer	Crosstech 3 in 1 Response Jacket	9845-50	XS - 3X	Price must include matching fleece liner, 4650	$282.55	None	$296.65	5	$ 300.16	1.2
95	Blauer	Crosstech 3 in 1 Response Jacket	9845-50	4X Reg	Corrected size range	$367.35	None	$385.70	5	$ 390.33	1.2
96	Blauer	Crosstech 3 in 1 Response Jacket	9845-50	XS - 3X Tall	Price must include matching fleece liner, 4650	$282.55	None	$296.65	5	$ 300.16	1.2
97	Blauer	Crosstech 3 in 1 Response Jacket	9845-50	4X Tall	Corrected size range	$367.35	None	$385.70	5	$ 390.33	1.2
98	Blauer	Crosstech 3 in 1 Response Jacket - Hi Vis Yellow	9840-52-50-XX	XS - 3X	Price must include matching fleece liner, 4650	$323.40	None	$339.55	5	$ 343.29	1.1

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1 New Price	Renewal #1 Incr % (+/-)	Renewal #2 New Price	Renewal #2 Incr % (+/-)	Renewal #3 New Price	Renewal #3 Incr % (+/-)
99	Blauer	Crosstech 3 in 1 Response Jacket Hi Vis Yellow	9840-52-50-XX	4X Reg	Corrected size range	$420.40	None	$441.40	5	$ 446.26	1.1
100	Blauer	Crosstech 3 in 1 Response Jacket Hi Vis Yellow	9840-52-50-XX	XS 3X Tall	Price must include matching fleece liner 4650	$323.40	None	$339.55	5	$ 343.29	1.1
101	Blauer	Crosstech 3 in 1 Response Jacket Hi Vis Yellow	9840-52-50-XX	4X Tall	Corrected size range	$420.40	None	$441.40	5	$ 446.26	1.1
102	Blauer	Hi-Vis Supershell Jacket with Gore-tex	9970V	XS 3X		$288.20	2	$302.58	5	$ 306.21	1.2
103	Blauer	Hi-Vis Supershell Jacket with Gore-tex	9970V	4X Reg	Corrected size range	$374.70	2	$393.40	5	$ 398.12	1.2
104	Blauer	Hi-Vis Supershell Jacket with Gore-tex	9970V	XS 3X Tall		$288.20	2	$302.60	5	$ 306.21	1.2
105	Blauer	Hi-Vis Supershell Jacket with Gore-tex	9970V	4X Tall	Corrected size range	$374.70	2	$393.40	5	$ 398.12	1.2
106	Blauer	Tac Shell Jacket	9820	S 3X		$200.45	2	$208.52	4	$ 209.77	0.6
107	Blauer	Tac Shell Jacket	9820	S 3X Tall		$200.45	2	$208.45	4	$ 209.70	0.6
108	Blauer	Fleece Jacket	4650	XS 3X		$63.30	3	$61.45	Decres	$ 62.86	2.3
109	Blauer	Fleece Jacket	4650	4X	Corrected size range	$82.30	3	$82.30	None	$ 84.19	2.3
110	Blauer	Soft Shell Fleece Jacket	4660	XS 3X		$98.25	None	$103.16	5	$ 103.16	0
111	Blauer	Soft Shell Fleece Jacket	4660	4X	Corrected size range	$127.75	None	$134.10	5	$ 134.10	0
112	Blauer	Colorblock Soft Shell Fleece Jacket	4670	XS 3X		$110.55	None	$116.08	5	$ 116.08	0
113	Blauer	Colorblock Soft Shell Fleece Jacket	4670	4X	Corrected size range	$143.75	None	$149.50	4	$ 149.50	0
114	Blauer	Lightweight B-dry Jacket Navy Blue	6110	XS 3X		$124.65	None	$129.60	4	$ 130.90	1
115	Blauer	Lightweight B-dry Jacket Navy Blue	6110	4X	Corrected size range	$172.00	None	$172.00	None	$ 173.72	1
116	Blauer	Lightweight B-dry Jacket Navy Blue	6110	XS 3X Tall		$124.65	None	$129.60	4	$ 130.90	1
117	Blauer	Lightweight B-dry Jacket Navy Blue	6110	4X Tall	Corrected size range	$172.00	None	$172.00	None	$ 173.72	1
Dress Uniforms											
[illegible]	Blauer	Dress Shirt L/S Cotton Blend	8431	14.5 19.5 (33-37)	Corrected size range	$38.95	5	$39.73	2	$ 39.73	0
119	Blauer	Dress Shirt L/S Cotton Blend	8431	20.5 (R&T)	Corrected size range	$50.60	5	$51.60	2	$ 51.60	0
120	Blauer	Women's Dress Shirt L/S Cotton Blend	8431W	30 44	Any color	$38.95	5	$39.73	2	$ 39.73	0
121	Blauer	Women's Dress Shirt L/S Cotton Blend	8431W	46 52	Any color	$38.95	5	$39.73	2	$ 39.73	0
122	Blauer	Dress Shirt S/S Cotton Blend	8421	S 3X Reg	Corrected size range	$32.76	5	$33.73	3	$ 33.73	0
123	Blauer	Dress Shirt S/S Cotton Blend	8421	4X	Corrected size range	$42.55	5	$43.80	3	$ 43.80	0
124	Blauer	Dress Shirt S/S Cotton Blend	8421	S 3X Tall	Corrected size range	$32.76	5	$33.73	3	$ 33.73	0
125	Blauer	Dress Shirt S/S Cotton Blend	8421	4X Tall	Corrected size range	$42.55	5	$43.80	3	$ 43.80	0
126	Blauer	Women's Dress Shirt S/S Cotton Blend	8421W	30 44	Any color	$32.76	4	$33.73	3	$ 33.73	0
127	Blauer	Women's Dress Shirt S/S Cotton Blend	8421W	46 52	Any color	$32.76	4	$33.73	3	$ 33.73	0
128	Elbeco	Dress Shirt, White, LS	P877	14.5 17.5	White, also include if additional cost for tall sizes	$33.40	None	$34.98	5	$ 34.98	0
129	Horace Small	Men's L/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	HS1114	14.5 x 32 18.5 x 38		$34.25	3	$34.25	None	$ 35.28	3
130	Horace Small	Men's L/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	HS1114	19 & Up		$45.50	3	$45.50	None	$ 46.87	3
131	Horace Small	Women's L/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	HS1167	S 2X		$33.90	2	$34.20	1	$ 35.23	3
132	Horace Small	Men's S/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	HS1210	14.5 18.5		$30.10	2	$30.40	1	$ 31.31	3
133	Horace Small	Men's S/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	HS1210	19 & Up		$38.65	2	$38.65	None	$ 37.75	3
134	Horace Small	Women's S/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	HS1268	S 2X		$30.10	2	$30.40	1	$ 31.31	3
135	Blauer	Men's ClassAct Pant, 75 Poly/25 Wool	8560	28 50	Any Color	$67.70	3	$69.05	2	$ 68.31	0.9
136	Blauer	Men's ClassAct Pant, 75 Poly/25 Wool	8560	52 54	Any Color	$67.70	3	$69.05	2	$ 68.31	0.9
137	Blauer	Women's ClassAct Pant, 75 Poly/25 Wool	8560W	02 20	Any Color	$67.70	3	$69.05	2	$ 68.31	0.9
138	Elbeco	Men's 4-Pocket Pant, Black	E320RN	30 42	Updated item, new part number / No increase	$39.50	None	$41.41	5	$ 41.41	0
139	Fechheimer	Men's Legend 55 Poly/45 Wool Pant, Navy	34291	28 42	Size correction	$71.35	None	$71.35	None	$ 73.13	2.5
140	Fechheimer	Men's Legend 55 Poly/45 Wool Pant, Navy	34291	44 50	Size correction	$78.50	None	$78.50	None	$ 80.46	2.5
				52 54	Size correction	$85.45	None	$85.45	None	$ 87.59	2.5
				56 58	Size correction	$92.75	None	$92.75	None	$ 95.07	2.5
				60 & up	Size correction	$99.85	None	$99.85	None	$ 102.35	2.5
141	Fechheimer	Women's Legend 55 Poly/45 Wool Pant, Navy	34291W	02 18	Size / part number correction	$71.35	None	$71.35	None	$ 73.13	2.5
				20 24	Size / part number correction	$78.50	None	$78.50	None	$ 80.46	2.5

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1		Renewal #2		Renewal #3	
						New Price	Incr % (+/-)	New Price	Incr % (+/-)	New Price	Incr % (+/-)
				26 - 28	Size / part number correction	$85.60	None	$85.60	None	$ 87.74	2.5
142	Fechheimer	Men's Single Breasted Dress Coat, 55 Poly/45 Wool, Navy	34891	36 - 50 (R&T)	Size correction	$274.50	None	$274.50	None	$ 281.36	2.5
143	Fechheimer	Men's Single Breasted Dress Coat, 55 Poly/45 Wool, Navy	34891	52 - 54 (R&T)	Size correction	$301.95	None	$301.95	None	$ 309.50	2.5
				56 - 58 (R&T)	Size correction	$329.40	None	$329.40	None	$ 337.64	2.5
				60 & up	Size correction	$356.85	None	$356.85	None	$ 365.77	2.5
144	Fechheimer	Sweater - Jersey Knit, Any color	720	S - XL	Size correction	$59.55	None	$59.55	None	$ 61.04	2.5
145	Fechheimer	Sweater - Jersey Knit, Any color	720	2X	Size correction	$65.50	None	$65.50	None	$ 67.15	2.5
146	Fechheimer	Sweater - Quarter Zip	74086	S - XL	Corrected size range	$90.70	None	$90.70	None	$ 92.97	2.5
147	Fechheimer	Sweater - Quarter Zip	74086	2X	Corrected size range	$99.80	None	$99.80	None	$ 102.30	2.5
148	Midway	Cap Dress 5-Star Navy, Silver Band, Silver FD Buttons	5-STAR	6.5 - 8	Exact fitted sizes	Replace w/Keystone Hats					
	Keystone	Cap Dress Navy w/Silver Snake Band & Silver Buttons	R-13		Qty 1-4			$71.30		$ 71.30	0
					Qty 5-11			$63.55		$ 63.55	0
					Qty 12 or more			$55.80		$ 55.80	0
149	Midway	Cap Dress 5-Star White Leatherette, Mesh Frame, Gold Band, Gold FD Buttons	5-STAR	6.5 - 8	Exact fitted sizes	Replace w/Keystone Hats					
	Keystone	Cap Dress White, Mesh Frame w/Gold Snake Band & Gold Buttons	R-13W		Qty 1-4			$71.30		$ 71.30	0
					Qty 5-11			$63.55		$ 63.55	0
					Qty 12 or more			$55.80		$ 55.80	0
150	Midway	Cap Dress 5-Star White Cloth, GB-19 Army Gold Bullion Visor, EM-48G Gold Band, Gold FD Buttons	5-STAR	6.5 - 8	Exact fitted sizes	Replace w/Keystone Hats					
	Keystone	Cap Dress White Cloth, Army Gold Bullion Visor w/Gold Snake Band & Gold Buttons	R-13W					$100.75		$ 100.75	0
	Keystone	Sentry Snap Adjustable Sweat Band (each size covers 3 numerical sizes)		S, M, L, XL				$7.00		$ 7.00	0
151	Eiseman-Ludmar	Gold Expansion Band	M/0322			$8.95	None	$6.95	Decres	$ 6.95	0
152	Eiseman-Ludmar	Silver Expansion Band	M/0321			$7.95	None	$5.95	Decres	$ 6.95	0
153	RTUT	Gold FD Button, Prong, each				$1.50	None	$1.50	None	$ 1.50	0
154	RTUT	Silver FD Buton, Prong, each				$1.50	None	$1.50	None	$ 1.50	0
155	Lighthouse	Men's Trousers, Class A, Poly Wool, Black		28 - 42		$97.35	3	$97.35	None	$ 97.35	0
				44 - 50		$107.05	3	$107.05	None	$ 107.05	0
				52 - 54		$116.80	3	$116.80	None	$ 116.80	0
				56 - 60		$126.55	3	$126.55	None	$ 126.55	0
156	Lighthouse	Men's Dress Coat, Class A, 6 Button, Black		36 - 48		$315.00	None	$315.00	None	$ 315.00	0
				50 - 54		$346.50	None	$346.50	None	$ 346.50	0
				56 - 58		$378.00	None	$378.00	None	$ 378.00	0
				60 - 68		$409.50	None	$409.50	None	$ 409.50	0
157	Lighthouse	Bell Style Hat, Black	7418			$68.25	5	$69.60	2	$ 69.60	0
158	Lighthouse	Class A Dress Uniform package-includes shoes				$599.00	None	$599.00	None	$ 599.00	0
159	Wolfmark	Tie-Black, Clip on and Self Tie									
		Clip-On Tie, Black	001180-	14, 16, 18		$4.80	None	$4.80	None	$ 4.80	0
			001180-	20,22		$4.80	None	$4.80	None	$ 4.80	0
160	Samuel Broome	Tie 4-In-Hand Custom (Fech material 36 pc min)	10081 (10075 incorrect)	3.5 X 57		$6.00	None	$6.00	None	$ 6.00	0
161	Samuel Broome	Tie 4-In-Hand Custom (Fech material 36 pc min)	10099 (10087 incorrect)	3.5 X 61		$6.00	None	$6.00	None	$ 6.00	0
	Dress Shoes										
162	Bates	Men's Dress Shoe - Lites Black Hi-Gloss Oxford	E00942	6-12, 13, 14, 15 (D & E)		$100.60	4	$104.60	4	$ 104.60	0
163	Bates	Women's Dress Shoe - Hi Gloss Durashocks Oxford	E00742	4-11, 12 (M & W)		$100.60	4	$104.60	4	$ 104.60	0
164	Rocky	Unisex Dress Shoe - Black Hi-Gloss Oxford	510-8	4-12, 13, 14, 15 (M) 4-12, 13 (W)		$80.65	5	$80.65	None	$ 80.65	0

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1 New Price	Renewal #1 Incr % (+/-)	Renewal #2 New Price	Renewal #2 Incr % (+/-)	Renewal #3 New Price	Renewal #3 Incr % (+/-)
	Duty Shoes / Boots										
165	Bates	Men's GX-8 Gore-Tex Side Zip Boot	E02268	7-12, 13, 14, 15 (M) 7- 12, 13, 14 (EW)		$127.00	5	$127.00	None	$ 127.00	0
166	Bates	Women's GX-8 Gore-Tex Side Zip Boot	E02788	5-10 (M)		$127.00	5	$127.00	None	$ 127.00	0
167	Bates	Men's Delta Sport Shoe	E03204	4-12, 13, 14, 15 (M) 7- 12, 13, 14 (EW)		$98.50	5	$97.80	Decres	$ 97.80	0
168	Blauer	Boot - Blitz 8" Waterproof	FW028WP-11			$141.00	2	$148.05	5	$ 149.23	0.8
169	Blauer	Boot - Clash 6"	FW016			DISC*					
		Men's Clash LT 6" Boot	FW016LT	7-12, 13, 14, 15 (R & W)	Replacement	$98.40		$103.32	5	$ 104.46	1.1
170	Blauer	Boot - Clash 6" Waterproof	FW016WP-11			$101.30	5	$106.37	5	$ 107.43	1
171	Blauer	Women's Boot - Clash 6"	FW016			DISC*					
		Women's Clash LT 6" Boot	FW016LT	5, 6-10	Replacement	$98.40		$103.30	5	$ 104.46	1.1
172	Blauer	Women's Boot - Clash 6" Waterproof	FW016WP-11			$101.30	5	$106.37	5	$ 107.43	1
173	Blauer	Boot - Clash 8"	FW018			DISC*					
		Men's Clash LT 8" Boot	FW018LT	7-12, 13, 14, 15 (R & W)	Replacement	$114.80		$118.20	3	$ 119.50	1.1
174	Haix	Boot - Airpower XR1	605113			$241.45	5	$253.50	5	$ 261.11	3
175	Haix	Women's Boot - Airpower XR1 Ladies	605114			$241.45	5	$253.50	5	$ 261.11	3
176	Haix	Shoe - Black Eagle Tactical 20 Low	300101			$140.00	None	$144.20	3	$ 148.53	3
[illegible]	Rocky	Boot - Paraboot 10"	FQ0002090			$121.50	5	$125.15	3	$ 125.15	0
[illegible]	[illegible]ocky	Boot - Paraboot 10" Waterproof	FQ0002095			$140.95	5	$142.35	1	$ 142.35	0
[illegible]	Rocky	Women's Boot - Paraboot 10"	FQ0004090			DISC					
180	Rocky	Shoe - 911 Athletic Oxford Duty	FQ911-1101			$109.45	5	$113.80	4	$ 113.80	0
181	Rocky	Women's Shoe - 911 Athletic Oxford Duty	FQ911-2101			DISC*					
		Women's Postal TMC Shoe	5101	5-10 (M) 6-10 (W)	Replacement	$117.90		$117.90	None	$ 117.90	0
182	Under Armour	Boot - UA Tactical Zip Boot	1230876			DISC*					
		Men's UA TAC Zip 2.0	1261916	8-12, 13, 14	Replacement	$131.30		$131.30	None	$ 131.30	0
183	5.11	Men's Company Boot CST 2.0	43164/12033			DISC					
184	5.11	Boot - Taclite 6" Side Zip	12021			DISC					
185	5.11	Boot - Taclite 8" Side Zip	12022			DISC					
186	5.11	Women's ATAC 6" Side Zip Boot	12025			$73.35	None	$76.25	4	$ 78.54	3
187	Pro Warrington	3003, 8" Station Boot	BT3003			See Notes					
188	Pro Warrington	3003, 8" Station Boot	BT3003			See Notes					
189	Pro Warrington	3003, 8" Station Boot	BT3003			See Notes					
190	Pro Warrington	3003, 8" Station Boot	BT3003			See Notes					
191	Danner	Men's Acadia 8" Black Non-insulated	21210	7-12, 13, 14, 15, 16/D 6-12, 13, 14, 15/EE		$255.95	3	$268.75	5	$ 268.75	0
		Women's Acadia 8" Black Non-insulated	21210W	5-10/M		$255.95	3	$268.75	5	$ 268.75	0
192	Danner	Station/Office Boot 6" Black	43164			DISC					
193	Thorogood	10" Wildland Fire Boot with removable zipper	834-6373			DISC					
	Badges / Collar Devices										
194	V.H. Blackinton	Name Tag Clutch Back 2.25" x 0.5"	J5-HI-GLO		Not available in Hi-Glo	-----	-----	-----	-----		
		Name Tag Clutch Back 2.25" x 0.5"	J5-GOLD		Color correction	$8.60	5	$8.89	4	$ 9.11	2.5
195	V.H. Blackinton	Name Tag Clutch Back 2.25" x 0.5"	J5-RHO-GLO		Not available in Rho-Glo	-----	-----	-----	-----		
		Name Tag Clutch Back 2.25" x 0.5"	J5-SILVER		Color correction	$8.60	5	$8.89	4	$ 9.11	2.5
196	V.H. Blackinton	Badge 5/16" center seal	B1496-RHO-GLO		Any variation of 5/16" full color blue center seal & custom lettering	$74.80	5	$77.00	3	$ 78.93	2.5
197	V.H. Blackinton	Badge 5/16" center seal	B1496-HI-GLO		Any variation of 5/16" full color blue center seal & custom lettering	$74.80	5	$77.00	3	$ 78.93	2.5
198	V.H. Blackinton	Badge 5/16" center seal	B487-RHO-GLO		Any variation of 5/16" full color blue center seal & custom lettering	$71.65	5	$73.80	3	$ 75.65	2.5

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1 New Price	Renewal #1 Incr % (+/-)	Renewal #2 New Price	Renewal #2 Incr % (+/-)	Renewal #3 New Price	Renewal #3 Incr % (+/-)
199	V.H. Blackinton	Badge 5/16" center seal	B487-HI-GLO		Any variation of 5/16" full color blue center seal & custom lettering	$71.65	5	$73.80	3	$ 75.65	2.5
200	MTM Recognition	FFD Collar Insignia 3/8" T x 7/8" W "FFD"			Subbed Blackinton	See Notes	5				
201	V.H. Blackinton	Bugle collar insignia - 1 horn	A2909-GOLD			$15.75	None	$15.75	None	$ 16.14	2.5
202	V.H. Blackinton	Bugle collar insignia - 2 horns crossed	A2908-GOLD			$16.25	None	$16.25	None	$ 16.66	2.5
203	V.H. Blackinton	Bugle collar insignia - 2 horns vertical	A2909-2-GOLD			$15.75	None	$12.45	None	$ 12.76	2.5
204	V.H. Blackinton	Bugle collar insignia - 2 horns vertical	A2909-2-NICKEL			$12.45	None	$12.80	3	$ 13.12	2.5
205	V.H. Blackinton	Bugle collar insignia - 3 horns crossed	A2907-GOLD			$16.25	None	$16.25	None	$ 16.66	2.5
206	V.H. Blackinton	Bugle collar insignia - 4 horns crossed	A2906-GOLD			$16.25	None	$16.25	None	$ 16.66	2.5
207	V.H. Blackinton	Bugle collar insignia - 5 horns crossed	A2905-GOLD			$16.25	None	$16.25	None	$ 16.66	2.5
208	V.H. Blackinton	Driver/Engineer collar insignia	B544-NICKEL		Driver/Pumper center seal (not a collar insignia, full size badge)	$42.45	3	$42.45	1	$ 43.51	2.5
209	V.H. Blackinton	Badge, two tone	B1794-2-TONE			$112.60	5	$112.60	None	$ 115.42	2.5
210	Smith & Warren	Badge, 1.88" x 2.36"	S154G		Gold	$58.50	4	$60.80	4	$ 60.80	0
211	Smith & Warren	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	S511		Nickel	$91.60	1	$91.60	None	$ 91.60	0
	Smith & Warren	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	S511		Rhodium	$95.80		$95.80	None	$ 95.80	0
	Smith & Warren	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	S511		Gold	$99.75		$99.75	None	$ 99.75	0
	Smith & Warren	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	S511		Gunmetal	$99.75		$99.75	None	$ 99.75	0
	Smith & Warren	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	S511		Sil-Ray or Gol-Ray	$116.65		$116.65	None	$ 116.65	0
	Smith & Warren	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	S511		Two-Tone	$120.80		$120.80	None	$ 120.80	0
	Smith & Warren	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	S511		Cote D'Or	$141.60		$141.60	None	$ 141.60	0
212	Bidding Entity	Name Plate, Brass Engraved	NP-GOLD-CB			$7.00	None	$7.00	None	$ 7.00	0
		Name Plate	NP-SILV-CB			$7.00	None	$7.00	None	$ 7.00	0
213	Bidding Entity	Mourning Band - Black 1" Wide	PREM-E1077-1			$1.50	None	$1.50	None	$ 1.50	0
	Miscellaneous										
214	Sport-Tek	Athletic Shorts	ST-310	XS - XL	Garment price only / no customizations added	$12.55	5	$12.55	None	$ 12.55	0
215	Sport-Tek	Athletic Shorts	ST-310	2X	Garment price only / no customizations added	$14.15	5	$14.15	None	$ 14.15	0
216	Sport-Tek	Athletic Shorts	ST-310	3X	Garment price only / no customizations added	$17.30	5	$17.30	None	$ 17.30	0
217	Sport-Tek	Athletic Shorts	ST-310	4X	Garment price only / no customizations added	$18.85	5	$18.85	None	$ 18.85	0
218	Sport-Tek	Sweatpants	ST-257	XS - XL	Garment price only / no customizations added	$22.00	5	$22.00	None	$ 22.00	0
219	Sport-Tek	Sweatpants	ST-257	2X	Garment price only / no customizations added	$23.60	5	$23.60	None	$ 23.60	0
220	Sport-Tek	Sweatpants	ST-257	3X	Garment price only / no customizations added	$25.15	5	$25.15	None	$ 25.15	0
221	Sport-Tek	Sweatpants	ST-257	4X	Garment price only / no customizations added	$26.75	5	$26.75	None	$ 26.75	0
222	Sport-Tek	Exercise T-shirt	K468	XS - XL	Garment price only / no customizations added	$14.15	5	$14.15	None	$ 14.15	0
223	Sport-Tek	Exercise T-shirt	K468	2X	Garment price only / no customizations added	$15.70	5	$15.70	None	$ 15.70	0
224	Sport-Tek	Exercise T-shirt	K468	3X	Garment price only / no customizations added	$18.85	5	$18.85	None	$ 18.85	0
225	Sport-Tek	Exercise T-shirt	K468	4X	Garment price only / no customizations added	$20.45	5	$20.45	None	$ 20.45	0
226	Blauer	Men's S/S 100% Cotton Polo	8136	XS - XL	All Color Options	$29.60	2	$30.19	2	$ 30.19	0
227	Blauer	Men's S/S 100% Cotton Polo	8136	2X - 3X	All Color Options	$29.60	2	$30.19	2	$ 30.19	0
228	Blauer	Men's S/S 100% Cotton Polo	8136	4X	Size correction	$38.60	2	$39.35	2	$ 39.35	0
229	Blauer	Men's S/S 100% Cotton Polo	8136	XS - XL Tall	All Color Options	$29.60	2	$30.19	2	$ 30.19	0
230	Blauer	Men's S/S 100% Cotton Polo	8136	2X - 3X Tall	All Color Options	$29.60	2	$30.19	2	$ 30.19	0
231	Blauer	Men's S/S 100% Cotton Polo	8136	4X Tall	Size correction	$38.60	2	$39.35	2	$ 39.35	0
232	Blauer	Women's S/S 100% Cotton Polo	8136W	XS - XL	All Color Options	$29.60	2	$30.19	2	$ 30.19	0

Attachment 1

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1 New Price	Renewal #1 Incr % (+/-)	Renewal #2 New Price	Renewal #2 Incr % (+/-)	Renewal #3 New Price	Renewal #3 Incr % (+/-)
233	Blauer	Women's S/S 100% Cotton Polo	8136W	2X - 3X	Size correction	$29.60	2	$30.19	2	$ 30.19	0
234	Blauer	Men's S/S B.COOL Performance Polo	8139	XS - XL	All Color Options	$35.60	2	$37.02	4	$ 37.02	0
235	Blauer	Men's S/S B.COOL Performance Polo	8139	2X - 3X	All Color Options	$35.60	2	$37.02	4	$ 37.02	0
236	Blauer	Men's S/S B.COOL Performance Polo	8139	4X	Size correction	$46.40	2	$48.25	4	$ 48.25	0
237	Blauer	Men's S/S B.COOL Performance Polo	8139	XS - XL Tall	All Color Options	$35.60	2	$37.02	4	$ 37.02	0
238	Blauer	Men's S/S B.COOL Performance Polo	8139	2X - 3X Tall	All Color Options	$35.60	2	$37.02	4	$ 37.02	0
239	Blauer	Men's S/S B.COOL Performance Polo	8139	4X Tall	Size correction	$46.40	2	$48.25	4	$ 48.25	0
240	Blauer	Women's S/S B.COOL Performance Polo	8139W	XS - XL	All Color Options	$35.60	2	$37.02	4	$ 37.02	0
241	Blauer	Women's S/S B.COOL Performance Polo	8139W	2X - 4X	All Color Options	$35.60	2	$37.02	4	$ 37.02	0
242	Russell Athletic	Mesh Short, 9" Inseam, 100% Polyester, Navy	651AFM0	XS - 2X	Garment price only / no customizations added	$14.65		$13.00	Decres	$ 13.00	0
243	Gildan	Sweat Pants Open Botttom Sport Grey	12300	S - XL	Corrected size range	$13.35	None	$13.60	2	$ 13.60	0
				2X		$18.35	None	$18.35	None	$ 18.35	0
244	Water Safety	Swim Shorts-Red	922	XS - 2X	One color logo left leg	DISC*					
245	Port and Co	Station Duffel Bag	BG99		Garment price only / no customizations added	$16.50	None	$16.50	None	$ 16.50	0
246	Champion	Cotton Shorts	C85653	XS - XL	Garment price only / no customizations added	DISC*					
247	5.11	Tactical Trainer Belt	59409	S - XL		$32.60	None	$33.90	4	$ 34.92	3
				2X - 4X		$36.50	None	$37.95	4	$ 39.09	3
248	5.11	Men's L/S PDU Class B Twill Shirt, White Admin	72345	S - 2X	badge tab and epulets	$42.40	None	$44.10	4	$ 45.86	4
				3X - 6X Tall		$45.30	None	$47.50	5	$ 49.40	4
[illegible]	.11	Men's S/S PDU Class B Twill Shirt, White Admin	71177	S - 2X	badge tab and epulets	$42.40	None	$44.10	4	$ 45.42	3
				3X - 6X Tall		$45.30	None	$47.50	5	$ 48.93	3
	Fire Marshal Office										
250	Corner Stone	Men's S/S Polo Shirt	CS410	XS - XL		$24.00	None	$24.00	None	$ 24.00	0
251	Corner Stone	Men's S/S Polo Shirt	CS410	2X - 3X		$25.50	None	$26.75	5	$ 26.75	0
252	Corner Stone	Women's S/S Polo Shirt	CS411	XS - 2X		$24.00	None	$24.00	None	$ 24.00	0
253	Corner Stone	Women's S/S Polo Shirt	CS411	2X - 3X		$25.50	None	$26.75	5	$ 26.75	0
254	Blauer	Men's Flextech Tactical Trousers (Utility)	8823	28 - 50		$73.50	None	$74.95	2	$ 74.95	0
255	Blauer	Women's Flextech Tactical Trousers (Utility)	8823W	02 - 26		$73.50	None	$74.95	2	$ 74.95	0
256	Blauer	Men's Operational Trouser (Utility)	8835	28 - 50		$50.20	2	$51.20	2	$ 51.20	0
257	Blauer	Women's Operational Trousers (Utility)	8835W	02 - 26		$50.20	2	$51.20	2	$ 51.20	0
258	Carhartt	Men's Fire Resistive Coveralls	FRX010DNY			DISC*					
259	Carhartt	Men's Fire Resistive Coveralls	FRX010DNY			DISC*					
260	Bulwark	Men's Fire Resistive Coveralls	CNB2NV	38 - 50		$148.50	3	$152.95	3	$ 155.40	1.6
261	Bulwark	Men's Fire Resistive Coveralls	CNB2NV	52 - 54		$178.10	3	$183.40	3	$ 186.33	1.6
262	Bulwark	Men's Fire Resistive Coveralls	CNB2NV	42 - 50 Tall	Corrected size range	$200.45	3	$200.45	None	$ 203.66	1.6
263	Bulwark	Men's Fire Resistive Coveralls	CNB2NV	52 Tall	Corrected size range	$210.50	3	$210.50	None	$ 213.87	1.6
264	Bulwark	Women's Fire Resistive Coveralls	CNB3NV	XS - XL Short	Size not available	-----	-----	-----	-----	$ -	0
265	Bulwark	Women's Fire Resistive Coveralls	CNB3NV	XS - XL Reg		$148.50	3	$152.95	3	$ 155.40	1.6
266	5.11	Men's Taclite Pro Uniform Shorts	73287	28-44	Corrected size range	$39.10	None	$42.10		$ 43.36	3
267	5.11	S/S Professional T-Shirt, Fire Navy	71309-720	XS-2X		$17.00		$17.00	None	$ 17.85	5
				3X		$21.25		$21.25	None	$ 22.10	4
268	5.11	L/S Professional T-Shirt, Fire Navy	72318-720	XS-2X		$21.25		$21.25	None	$ 22.10	4
				3X		$25.50		$25.50	None	$ 26.52	4
269	5.11	Storm 1/4 Zip Job Shirt, Waterproof, Fire Navy	72363-720	XS-2X		$59.10		$61.46	4	$ 64.53	5
				3X		$63.30		$66.45	5	$ 69.77	5
270	5.11	Taclite Reversible Company Jacket, Fire Navy	48159-750	XS-2X		$85.00		$85.00	None	$ 87.55	3
				3X-4X		$93.50		$97.20	4	$ 101.09	4
271	Blauer	Men's S/S Bicomponent Polo, Cotton Blend	8131-1	XS-3X		$32.75		$33.05	1	$ 33.05	0

Frisco Fire Department Bid #1405-067 FD Uniforms Renewal #3

Item	Manufacturer	Description	Part #	Sizes	Notes	Renewal #1 New Price	Renewal #1 Incr % (+/-)	Renewal #2 New Price	Renewal #2 Incr % (+/-)	Renewal #3 New Price	Renewal #3 Incr % (+/-)
272	Blauer	Men's L/S Bicomponent Polo, Cotton Blend	8141-1	XS-3X		$38.55		$38.90	1	$ 38.90	0
273	Blauer	Men's Streetgear 6-Pkt Pant, 65 Poly/35 Cotton	8810X	28-54		$60.35		$61.56	2	$ 61.56	0
274	Blauer	Stretch Fitted Cap	182	Small, Regular, Oversize		$8.35		$8.50	2	$ 8.81	3.7
275	Blauer	Stretch Adjustable Cap	182-1	Regular, Oversize		$8.35		$8.50	2	$ 8.81	3.7
276	Blauer	Watch Cap	125	OSFM		$14.45		$14.55	1	$ 14.87	2.2
277	Blauer	Skull Cap	160	Regular, Oversize		$17.70		$17.85	1	$ 18.17	1.8
278	Blauer	Men's 4-Pkt Nomex Station Pant, Navy	8200N-03	28-54		$109.10		$109.10	None	$ 111.61	2.3
279	Blauer	Men's 6-Pkt Nomex Station Pant, Navy	8210N-03	28-54		$124.50		$124.50	None	$ 126.99	2
REPLACEMENTS/SUBSTITUTIONS FOR DISCONTINUED ITEMS											
139	Blauer	Trousers - 4 Pocket Wool Blend	8560	28 - 50	Alternate	$67.70		$69.05	2	$ 69.67	0.9
140	Blauer	Trousers - 4 Pocket Wool Blend	8560	52 - 54	Alternate	$88.00		$88.00	None	$ 88.79	0.9
141	Blauer	Women's Trousers - 4 Pocket Wool Blend	8560W	02 - 20	Alternate	$67.70		$69.05	2	$ 69.67	0.9
142	RTUT	Coat - Single Breasted with Simulated Pockets		36 - 52 (S,R,T)	Alternate - Made to measure	$306.00		$306.00	None	$ 306.00	0
143	RTUT	Coat - Single Breasted with Simulated Pockets		54 - 58 (S,R,T)	Alternate - Made to measure	$306.00		$306.00	None	$ 306.00	0
144	Blauer	Sweater - Jersey Knit, Any color	225	S-XL	Alternate	$81.10		$84.30	4	$ 90.20	0.7
145	Blauer	Sweater - Jersey Knit, Any color	225	2X - 3X	Alternate	$81.10		$84.30	4	$ 90.20	0.7
146	Blauer	Sweater - Quarter Zip	228	S-XL	Alternate	$84.75		$88.10	4	$ 88.72	0.7
147	Blauer	Sweater - Quarter Zip	228	2X - 3X	Alternate	$84.75		$88.10	4	$ 88.72	0.7
155	RTUT	Trousers, Class A, Poly Wool, Black			Alternate / No Increase	$94.50		$94.50	None	$ 94.50	0
156	RTUT	Coat, Class A, 6 Button, Black			Alternate / No Increase	$315.00		$315.00	None	$ 315.00	0
157	RTUT	Bell Style Hat, Black			Alternate / No Increase	$65.00		$65.00	None	$ 65.00	0
158	RTUT	Class A Dress Uniform package-includes shoes			Alternate / No Increase	$599.99		$599.99	None	$ 599.99	0
Duty Shoes / Boots											
187	Haix	Men's Airpower R2 Boot	605109	Sizes 4.5 - 15 Med	Alternate	$239.20		$248.73	4	$ 256.19	3
188	Haix	Men's Airpower R2 Boot	605109	Sizes 4.5 - 15 Wide	Alternate	$239.20		$248.73	4	$ 256.19	3
189	Haix	Women's Airpower R2 Boot	605110	Sizes 5 - 10 Med	Alternate	$239.20		$248.73	4	$ 256.19	3
190	Haix	Women's Airpower R2 Boot	605110	Sizes 5 - 10 Wide	Alternate	$239.20		$248.73	4	$ 256.19	3
Badges & Collar Devices											
200	V.H. Blackinton	Collar Insignia FFD, Nickel or Gold	3/8-FFD-XXXX		Alternate	$22.80		$23.25	2	$ 23.83	2.5
Fire Marshal											
258	Carhartt	Men's Fire Resistant Traditional Coverall	101017	Sizes 34 - 50 (S&R)	Alternate / No Increase	$67.50		$67.50	None	$ 67.50	0
259	Carhartt	Men's Fire Resistant Traditional Coverall	101017	Sizes 38 - 50 (T) Sizes 52 - 60 (S,R&T)	Alternate / No Increase	$76.50		$76.50	None	$ 67.50	0

Blanket Discounts

Workrite discount off MSRP	8%
Blauer discount off TXMSRP List	36%
5.11 discount off MSRP	25%
Lighthouse discount off MSRP	0%
Blackinton	0%
Smith & Warren	0%

Red the Uniform Tailor Alterations - Frisco List 08/2017

Attachment 1

CODE	SERVICE PROVIDED	PRICE	CODE	SERVICE PROVIDED	PRICE
	Pants			Shirts	
ALT-TBL	**Belt Loops, Change**	**$20.00**	**ALT-SB**	**Badge Tab, Add/Remove**	**$4.20**
ALT-TBLRS	**Belt Loops, Re-Sew (each)**	**$2.10**	**ALT-STA**	**Body, Hem (shorten tail)**	**$8.40**
ALT-TBRAID	Braid/Cordege/Piping, Add (**Not Stripe**)	$12.00	**ALT-ST**	**Body, Taper (form fit)**	**$12.60**
ALT-TPKTNX	Cargo Pocket, Nomex, Sew-on (pr)	$19.00	ALT-BT	Button Hole, Add Hor. 2" down	$6.00
ALT-CRB	**Creases, Front & Back, Add**	**$14.00**	**ALT-SC**	**Creases, Military, Sew-In (ea)**	**$10.50**
ALT-CR	**Creases, Front, Add**	**$7.00**	**ALT-SADDELAS**	**Elastic to Bottom, Add**	**$12.00**
ALT-TRWEDG	**Crotch, Adjust (add wedge)**	**$15.75**	ALT-SINSGE/C	Emb Insignia on Epaulet/Collar (pr)	$12.00
ALT-TC	**Crotch, Alter**	**$15.75**	**ALT-SBUGLE/C**	**Emb Bugles on Epaulet/Collar (pr)**	**$7.35**
ALT-TWSC	**Crotch/Seat/Waist, Adjust**	**$22.05**	**ALT-SEPBRAID**	**Epaulet, Add Braid (pr)**	**$8.40**
ALT-TH	**Hem (unlined)**	**$7.35**	**ALT-SWE**	**Epaulet, Add Working**	**$6.83**
ALT-THS	Hem Pants to Short	$10.00	**ALT-SE**	**Epaulet, Change-Out (pr)**	**$12.60**
ALT-TRCUFFS	Hem w/Cuff	$11.00	**ALT-SEPW/EMB**	**Epaulet, Create Material w/Emb (pr)**	**$10.50**
ALT-TE	**Hem, Add Elastic**	**$12.00**	**ALT-SEPMH/L**	**Epaulet, Create Multi (hook/loop) (pr)**	**$11.55**
ALT-THOOKLEG	Hook to Leg for Bike Pant, Add	$15.00	ALT-SEPMSN	Epaulet, Create Multi (sewn) (pr)	$5.00
ALT-BP	**Knife/Flashlight Pocket (billy), Add**	**$7.35**	**ALT-SEPSH/L**	**Epaulet, Create Solid (hook/loop) (pr)**	**$9.45**
ALT-TTR	**Leg, Taper**	**$12.60**	**ALT-SEPSSN**	**Epaulet, Create Solid (sewn) (pr)**	**$8.40**
ALT-TTRL	**Leg, Taper, Lined**	**$18.90**	ALT-LOOP	Loop, Female/Soft, Add	$4.00
ALT-TST	**Material Stripe to Pant, Add (not braid)**	**$14.70**	ALT-VEL	Loop, Female/Soft, Add Right Breast	$4.00
ALT-TMATERN	**Material, Maternity, Add**	**$25.00**	ALT-SBUTRED	Make Shirt Button Ready	$3.00
ALT-TMOHAIR	**Mohair, Add**	**$14.70**	**ALT-TAILS**	**Material to Tail, Add**	**$21.00**
ALT-TPKEMSNX	Pocket, EMS Nomex, Add (ea)	$19.00	ALT-SMATERN	Material, Maternity, Add	$25.00
ALT-SEPKTS	**Pockets, Sew Shut (per pant price)**	**$4.20**	ALT-SADDNMX	Material, Nomex, Add (specify inches)	$30.00
ALT-TSEAMRPR	**Seam Repair**	**$4.20**	ALT-SMICHOLE	Mic Holes, Add	$3.00
ALT-TS	**Seat (only), Adjust**	**$10.50**	**ALT-MIC**	**Mic Tab, Add**	**$4.20**
ALT-BDUST	**Stripe to BDU, Add**	**$31.50**	**ALT-NP**	**Name Plate (Reinforcement)**	**$4.20**
ALT-REPLSTRP	Stripe, Change-Out	$28.00	ALT-SPENPKT	Pen Pocket, Sew-In (front)	$10.00
ALT-TW	**Waist (in/out)**	**$10.50**	ALT-SPKTFLAP	Pocket Flap, Add (pr)	$8.00
ALT-TWLOWER	Waistband, Lower	$30.00	**ALT-SF**	**Pocket Flap, Change (pr)**	**$12.00**
ALT-ZIPLEG	Zipper to Leg, Add (ea)	$20.00	ALT-SFS	Pocket Flap, Change Flap & Strap (pr)	$24.00
ALT-TR.ZIP	**Zipper, Replace**	**$6.30**	ALT-SPKTALT	Pocket on Sleeve, Alter	$10.00
ALT-TR.WEDG	Thigh, Add Wedge	$20.00	ALT-SPKTH/L	Pocket, Add w/hook & loop	$15.00
ALT-TRCUFFS	**Hem, Add Cuffs**	**$10.50**	ALT-PKTREPLA	Pocket, Replacement	$12.00
ALT-VELTRPKT	Loop, Added to Inner Side Pocket 4" (ea)	$20.00	ALT-SPKTSEWN	Pocket, Sew on	$5.00
ALT-YELLOW	Yellow Stripe to Side Seam	$15.00	**ALT-SPKTSHUT**	**Pockets, Sew Shut (per shirt price)**	**$2.10**
			ALT-SRPHOLE	Repair Hole	$5.00
			ALT-SREFL1	**Sew-on 1" Reflective to Sleeve**	**$8.40**
	Motorpant		ALT-SREFL2	Sew-on 2" Reflective	$15.50
	Make Custom (choose from below)	**$179.00**	ALT-SSLEEVE	Sleeve, Create (pr)	$40.00
	8560-75 Poly/25 Wool		**ALT-SS**	**Sleeve, Hem Long to Short**	**$6.30**
	8650-100% Polyester		ALT-L/STOS/S	Sleeve, Hem Long to Short Cuff	$12.00
	8950-65 Poly/35 Rayon		**ALT-SST**	**Sleeve, Taper**	**$6.30**
	8567-75 Poly/25 Wool 6 pkt		**ALT-SBOTTOMS**	**Square off Bottom**	**$15.50**
	8657-100% Polyester		**ALT-ZIP**	**Zipper, Add**	**$8.93**
	Cust supplied pant		**ALT-SZR**	**Zipper, Remove**	**$10.00**
ALT-MISC	**Alter Motorpant**	varies	**ALT-SPR/R**	**Patch, Remove & Replace**	**$5.00**

Red the Uniform Tailor Alterations - Frisco List 08/2017

Attachment 1

CODE	SERVICE PROVIDED	PRICE	CODE	SERVICE PROVIDED	PRICE
ALT-TSTIRUPS	**Add Stirrups**	**$10.00**			
ALT-TR TO BR	Stock Pant into Breeches	$66.95			
Mounted Pant			**Buttons**		
ALT-TMOUNT	8650 - 100% Polyester	$150.95	**ALT-BUTHOLE**	**Add Single Button Hole**	**$2.10**
ALT-TMOUNTPW	8560 - 75 Poly/25 Wool	$211.95	**ALT-HOOK/EYE**	**Hook/Eye Clasp**	**$4.00**
			ALT-SB2	**Metal, Added**	**$3.15**
Dress Blouse			**ALT-SB4**	**Metal, Added**	**$6.30**
ALT-BUTTONS	Move Buttons	$22.50	**ALT-SB9**	**Metal, Added**	**$14.18**
ALT-ST1	**Add Stripe to Sleeve - 1**	**$15.75**	ALT-SB11	Metal, Added	$22.00
ALT-ST2	**Add Stripe to Sleeve - 2**	**$21.00**	**ALT-SB13**	**Metal, Added**	**$20.48**
ALT-ST3	**Add Stripe to Sleeve - 3**	**$26.25**	**ALT-SBNONMTL**	**New (non-metal)**	**$2.00**
ALT-ST4	**Add Stripe to Sleeve - 4**	**$31.50**	ALT-REPRSNAP	Repair Snap Jacket/Raingear	$5.00
ALT-ST5	**Add Stripe to Sleeve - 5**	**$36.75**	**ALT-SBHAND**	**Re-sew, Jacket (hand)**	**$2.10**
ALT-BELTHOOK	Belt Hook, Add (2)	$25.00	**ALT-BUTRPR**	**Re-sew/Repair, Button/Snap Shirt**	**$1.05**
ALT-DBCB	Buttons, Change	$28.00	ALT-BUTTONS	Move Buttons	$22.50
ALT-PATDB	Patch, Add (each)	$7.50			
ALT-RPATDB	Patch, Remove (each)	$7.50			
ALT-DBS	Sleeve, Alter	$35.00	**Patches (sew-on)**		
ALT-DBW	Waist, Alter	$80.00	**ALT-ADDV**	**Add Hook to Patch - 1 Side**	**$3.15**
ALT-DBCWH	Waist/Hip/Chest, Alter	$95.00	**ALT-ADDL**	**Add Loop to Patch - 1 Side**	[illegible]
ALT-ADD-SS	Add Shoulder Strap	$35.00	**ALT-PATONBAG**	**Add to Duty Bag**	**$5.00**
ALT-BW	Blazer Waist/Hip, Alter	$45.00	**ALT-RPAT**	**Patch, Remove**	**$3.15**
ALT-BCWH	Blazer Waist/Hip/Chest, Alter	$75.00	**ALT-ADDH/L**	**Add hook to Patch/Loop to Shirt**	**$5.25**
ALT-BS	Blazer Sleeve Shorten	$25.00	**ALT-PAT**	**Patch, Sew on**	**$3.00**
ALT-MALT1	**Add 1 Maltese Cross/Christian Cross**	**$3.15**	**ALT-VBADGE**	**Add Hook to Badge/Loop to shirt**	**$5.25**
ALT-MALT2	**Add 2 Maltese Cross/Christian Cross**	**$6.30**	**Name Tape / Embroidery**		
ALT-MALT3	**Add 3 Maltese Cross/Christian Cross**	**$9.45**	**ALT-BADGE**	**Direct Embroider Badge**	**$10.50**
ALT-MALT4	**Add 4 Maltese Cross/Christian Cross**	**$12.60**	**ALT-LOGO**	**Direct Embroider Chest Logo**	**$10.50**
ALT-STAR2	Add pair of Chief stars to DressBls	$15.00	**ALT-DEMB1**	**Direct Embroider Name - 1 Line**	**$7.00**
			ALT-DEMB2	**Direct Embroider Name - 2 Lines**	**$9.00**
Jackets/Sweaters			**ALT-DEMB3**	**Direct Embroider Name - 3 Lines**	**$9.45**
			ALT-EMBRANK	Direct Embr Rank on CollarPts	$14.00
ALT-ADD BT	Add Badge Tab	$6.00	**RTUT-NS**	**Name Strip - 1 Line**	**$8.00**
ALT-ELASBTM	**Add Elastic to Bottom**	**$20.00**	**RTUT-NS2**	**Name Strip - 2 Lines**	**$10.00**
ALT-MIC	**Add Mic Tab**	**$4.20**	**RTUT-NS3**	**Name Strip - 3 Lines**	**$10.50**
ALT-ADD NMPL	Add Name Plate Holder (Reinforcement)	$6.00	**RTUT-VNS**	**Name Strip w/hook - 1 Line**	**$9.45**
ALT-JKPENPKT	**Add Pen Pocket Jacket/Sweater**	**$6.83**	**RTUT-VNS2**	**Name Strip w/hook - 2 Lines**	**$11.55**
ALT-RADIOPKT	Add Radio Pocket Jacket/Sweater	$10.00	**RTUT-VNS3**	**Name Strip w/hook - 3 Lines**	**$11.55**
ALT-SIDESPLT	**Add Side Split, Lined**	**$26.25**	RTUT-NSN	Name Strip, Nomex - 1 Line	$9.50
ALT-JKTHEM	**Hem Bottom**	**$18.90**	RTUT-NSN2	Name Strip, Nomex - 2 Lines	[illegible]
ALT-JKTHEMLD	**Hem Bottom, Lined**	**$23.10**	RTUT-NSN3	Name Strip, Nomex - 3 Lines	$12.50
ALT-PANEL	Panel Cover for Back	$14.00	RTUT-VNSN	Name Strip, Nomex w/hook - 1 Line	$11.50
ALT-RPATJ	Patch, Remove	$3.00	RTUT-VNSN2	Name Strip, Nomex w/hook - 2 Lines	$13.00
ALT-RPATLJ	Patch, Remove Leather Jacket	$8.00	RTUT-VNSN3	Name Strip, Nomex w/hook - 3 Lines	$14.50

Red the Uniform Tailor Alterations - Frisco List 08/2017

Attachment 1

CODE	SERVICE PROVIDED	PRICE	CODE	SERVICE PROVIDED	PRICE
ALT-PATJ	**Patch, Sewn On**	**$5.00**		**Heat Transfers**	
ALT-PATLJ	Patch, Sewn On Leather Jacket	$16.00			
ALT-PATS	Patch, Sewn On Sweater/Sweatshirt	$5.00	**RTUT-SPOLICE**	**Reflective Police, Silver 3.5"**	**$9.45**
ALT-JKTSEAM	**Side Seam Take-in**	**$31.50**	RTUT-SPOLIC2	Reflective Police, Silver 2"	$9.00
ALT-JKTSEAML	**Side Seam Take-in, Lined**	**$36.75**	RTUT-SDEPUTY	Reflective Deputy, Silver 3.5"	$12.00
ALT-JKTSLVLN	**Sleeve, Alter Short/Lengthen, Lined**	**$14.70**	RTUT-SSEC	Reflective Security, Silver 3"	$12.00
ALT-JKTSLV	**Sleeve, Alter Short/Lengthen**	**$14.70**	RTUT-SSHERIF	Reflective Sheriff, Silver 3.5"	$12.00
ALT-JKT.ZIP1	Zipper Remove/Replace Hvy Jkt	$40 00	RTUT-BSHERIF	Non-Reflective Sheriff, Black 3.5"	$12.00
ALT-JKTZIPLT	Zipper Remove/Replace Lgt Jkt	$15.00	RTUT-BPOLIC2	Non-Reflective Police, Black 2" x 4.5"	$9 00
ALT-JPR/R	Patch Remove/Replace Jkt	$8.00	**RTUT-BPOLICE**	**Non-Reflective Police, Black 3.5"**	**$13.23**
			ALT-REFSIL1	**Reflective, Silver, 1 Line**	**$9.45**
	Misc		**ALT-REFSIL2**	**Reflective, Silver, 2 Lines**	**$11.55**
ALT-EYELETES	Eyelets Name Plate Emb	$5.00	ALT-REFSIL3	Reflective, Silver, 3 Lines	$16.00
ALT-POCV	Vest Cover, Add Pocket	$20.00	ALT-REFB/O1	Reflective, Black or White, 1 Line	$20 00
ALT-ARMSTRPL	Body Armor Strap - Large	$10.00	ALT-REFB/O2	Reflective, Black or White, 2 Lines	$22.00
ALT-ARMSTRPS	Body Armor Strap - Small	$8.00	ALT-REFB/O3	Reflective, Black or White, 3 Lines	$24.00
MOURNINGBAND	**Mourning Bands, Black Elastic**	**$2.10**	ALT-3MSIL1	Reflective, 3M Silver, 1 Line	$20.00
ALT-SHAVE1	Shave Embroidery, Level 1	$15.00	ALT-3MSIL2	Reflective, 3M Silver, 2 Lines	$22 00
ALT-SHAVE2	Shave Embroidery, Level 2	$30.00	ALT-3MSIL3	Reflective, 3M Silver, 3 Lines	$24 00
ALT-SHAVE3	Shave Embroidery, Level 3	$45 00	**ALT-BASIC1**	**Non-Reflective, Basic Colors, 1 Line**	**$9.45**
ALT-ZIPPKTRA	Zipper, Pocket - Replace/Add	$8.00	**ALT-BASIC2**	**Non-Reflective, Basic Colors, 2 Lines**	**$14.00**
ALT-ZIPPULL	Zipper Pulls - Replace	$6.00	ALT-BASIC3	Non-Reflective, Basic Colors, 3 Lines	$16.00
ALT-ZIPSLIDE	Zipper Slides - Replace	$8.00	ALT-HTMATL	Heat Transfer On Added Material	$20.00
NOTE: WE DO NOT CUT DOWN BODY ARMOR UNDER					
ANY CIRCUMSTANCES DUE TO LIABILITY!!!!					

Red the Uniform Tailor Alterations - Frisco List 08/2017

Attachment 1

CODE	SERVICE PROVIDED	PRICE	CODE	SERVICE PROVIDED	PRICE
Hash Marks					
HASH-GBLK	Gold on Black – 1 Stripe	$2.00	HASH-GNB9	Gold on Navy Blue – 9 Stripes	$9.5[illegible]
HASH-GBLK2	Gold on Black – 2 Stripes	$3.00	HASH-GRB	Gold on Royal Blue – 1 Stripe	$1.50
HASH-GBLK3	Gold on Black – 3 Stripes	$4.00	HASH-GWHT	Gold on White – 1 Stripe	$1.50
HASH-GBLK4	Gold on Black – 4 Stripes	$4.50	HASH-GWHT2	Gold on White – 2 Stripes	$2.50
HASH-GBLK5	Gold on Black – 5 Stripes	$5.50	HASH-GWHT3	Gold on White – 3 Stripes	$3.50
HASH-GBLK6	Gold on Black – 6 Stripes	$6.50	HASH-GWHT4	Gold on White – 4 Stripes	$4.50
HASH-GBLK7	Gold on Black – 7 Stripes	$7.50	HASH-GWHT5	Gold on White – 5 Stripes	$5.50
HASH-GBLK8	Gold on Black – 8 Stripes	$8.50	HASH-GWHT6	Gold on White – 6 Stripes	$6.50
HASH-GBRN	Gold on Brown – 1 Stripe	$1.50	HASH-GWHT7	Gold on White – 7 Stripes	$7.50
HASH-GFB	Gold on French Blue – 1 Stripe	$1.50	HASH-GWHT8	Gold on White – 8 Stripes	$8.50
HASH-GFB2	Gold on French Blue – 2 Stripes	$2.50	HASH-GWHT9	Gold on White – 9 Stripes	$9.50
HASH-GFB3	Gold on French Blue – 3 Stripes	$3.50	HASH-LBN	Light Blue on Navy – 1 Stripe	$1.50
HASH-GFB4	Gold on French Blue – 4 Stripes	$4.50	HASH-REDBLK	Red on Black – 1 Stripe	$1.50
HASH-GFB5	Gold on French Blue – 5 Stripes	$5.50	HASH-REDNB	Red on Navy Blue – 1 Stripe	$1.50
HASH-GFB6	Gold on French Blue – 6 Stripes	$6.50	HASH-REG	Royal/White on Black – 1 Stripe	$1.50
HASH-GFB7	Gold on French Blue – 7 Stripes	$7.50	HASH-REG2	Royal/White on Black – 2 Stripes	$2.50
HASH-GFB8	Gold on French Blue – 8 Stripes	$8.50	HASH-REG3	Royal/White on Black – 3 Stripes	$3.50
HASH-GNB	Gold on Navy Blue – 1 Stripe	$1.50	HASH-REG4	Royal/White on Black – 4 Stripes	$4.50
HASH-GNB2	Gold on Navy Blue – 2 Stripes	$2.50	HASH-REG5	Royal/White on Black – 5 Stripes	$5.50
HASH-GNB3	Gold on Navy Blue – 3 Stripes	$3.50	HASH-REG6	Royal/White on Black – 6 Stripes	$6.50
HASH-GNB4	Gold on Navy Blue – 4 Stripes	$4.50	HASH-REG7	Royal/White on Black – 7 Stripes	$7.5[illegible]
HASH-GNB5	Gold on Navy Blue – 5 Stripes	$5.50	HASH-REG8	Royal/White on Black – 8 Stripes	$8.50
HASH-GNB6	Gold on Navy Blue – 6 Stripes	$6.50	HASH-RFB	Red on French Blue – 1 Stripe	$1.00
HASH-GNB7	Gold on Navy Blue – 7 Stripes	$7.50	HASH-WALL	Grey on Navy Blue (Felt) – 1 Stripe	$1.00
HASH-GNB8	Gold on Navy Blue – 8 Stripes	$8.50	HASH-WNB	White on Navy Blue – 1 Stripe	$1.00

Attachment 1

5.11

5.11 TACTICAL® OPS CENTER
4300 Spyres Way | Modesto, CA 95356
Tel: 209.527.4511 | Fax: 209.527.1511

5.11 TACTICAL® DEV CENTER
1360 Reynolds, Suite 101 | Irvine, CA 92614
Tel: 949.800.1511 | Fax: 949.777.4795

June 12, 2017

Red the Uniform Tailor

Re: Spring 2017 Price Increase

To Whom It May Concern,

Effective March 1, 2017, 5.11 has made some changes in design and manufacturing to achieve a higher level of performance. This change, along with costs in materials, labor, and transportation, has made it necessary to increase some of our product pricing.

The percent increase will vary based on the style, as we source from many different markets. Generally, prices only increased slightly for wholesale, MSRP and MAP. The styles from major categories that were higher than 3% in increase were company pants and footwear, which ranged from 3.1% to 6.7%. The percentage of styles with price changes was less than 2% of total styles sold.

If you have questions, please contact your 5.11 territory manager.

Sincerely,

Frank Cappo
Vice President, Sales

cc: Andrew Neuburger
Chandler Garrett

Attachment 1

1 June 2017

Red the Uniform Tailor
ATTN: Patrick Wald
1630 111th ST
Grand Prairie, TX 75050

RE: Price Increase

MR Wald:

Due to inflation and the overall increases in raw materials, labor and transportation, ASP implemented a price increase in January 2017 and has issued a new price schedule.

The January 2017 Retail Price Schedule is enclosed for your review. ASP has had to increase prices by an average of 3% per year for the past 5 years.

If you have any questions about the price increase, please contact our office.

Sincerely,

ASP, INC

Daryell Harmon
Law Enforcement Sales Manager

ap
enclosure
2017 Retail Price Schedule

Attachment 1

Blackinton

TRADITION AND LEADERSHIP SINCE 1852

V.H. Blackinton & Co., Inc.

221 John I. Dietsch Blvd.
P O Box 1300
Attleboro Falls
Massachusetts
02763-0300

TEL 800.699.4436
FAX 800.695.5349

BADGES
INSIGNIA
NAME BARS
COMMEMORATIVES
MEDALS
REGALIA
COINS
MEDALLIONS
NOVELTIES
JEWELRY
LUCITES
PLAQUES
AWARDS

May 26, 2017

Re: 2017 price increase

On behalf of V.H. Blackinton distributors

To whom it may concern:

Please let this letter serve as confirmation that Blackinton needed to raise prices due to cost of raw materials and manufacture costs related to fuel prices and labor for calendar year 2017 by 2.5%.

Sincerely,

V.H. Blackinton & Co., Inc.

Raymond Rochefort
Regional Sales Manager

1-800-699-4436 ext. 197
rayr@blackinton.com
www.blackinton.com

Attachment 1

Blauer®
SERIOUS PROTECTION.

June 8, 2017

Patrick Wald
Red The Uniform Tailor
1630 111th Street
Grand Prarie, TX 75050

Patrick:

I've detailed the price increases between 2016 and 2017 for the items on your contracts in the state of Texas.

Blauer Style	2017 % Increase
107	3.4%
125	2.2%
134	0.0%
160	1.8%
174-1	0.0%
182	3.7%
182-1	3.7%
225	0.7%
227	0.7%
228	0.7%
233R	0.0%
339P	1.6%
343P	1.4%
733	0.0%
4650	2.3%
4660	0.0%
4670	0.0%
6110	1.0%
6120	1.0%
8110X	0.0%
8130	0.0%
8131-1	0.0%
8133	0.0%
8135	0.0%
8136	0.0%
8137	0.0%
8139	0.0%
8140	0.0%
8141-1	0.0%

Blauer Style	2017 % Increase
8146	0.0%
8149	0.0%
8200N	2.3%
8210N	2.0%
8370	0.0%
8371	1.7%
8372	0.0%
8421	0.0%
8431	0.0%
8436	0.0%
8446	0.0%
8450	0.0%
8460	0.0%
8470	0.0%
8471	1.3%
8472	0.0%
8560	0.9%
8565	0.8%
8567	0.8%
8600-Z	0.0%
8610-Z	0.0%
8650	1.7%
8655	1.3%
8657	1.3%
8670	1.3%
8675	1.4%
8713X	0.0%
8730	0.0%

Blauer Style	2017 % Increase
8740	0.0%
8810X	0.0%
8821X	0.0%
8822Z	0.0%
8823	0.0%
8828	0.0%
8830	0.0%
8835	0.0%
8840X	0.0%
8842	0.0%
8841	0.0%
9101	0.0%
9810Z	0.8%
9820	0.6%
9840-50	1.1%
9845	0.9%
9845Z	0.0%
9970	1.3%
9970V	1.2%
9972	Discontinued
26990	0.0%
26991	0.0%
FW016LT	1.1%
FW016WP	1.0%
FW018LT	1.1%
FW028WP	0.8%
9845-50	1.2%
9915Z	0.5%

Sincerely,

Thomas W. Ames

Thomas W. Ames
Vice President
Marketing & Business Development
617-648-4245
tames@blauer.com

Attachment 1

Dear Valued Customer,

We are writing to provide you advance notice that Dickies® will be implementing a modest price increase of five percent across all divisions and product lines, effective January 1, 2017. The last time we had a similar comprehensive price increase was 2010. We are proud that we've been able to hold prices for such an extended period of time. In this price sensitive marketplace, we have seen our competitors increase prices during those years, some multiple times, while we have not.

While we have mitigated increased costs since the last price increase six years ago through engineering advances and improved efficiencies, overall increases in the cost to operate our business remain. These cost pressures include wages, healthcare, compliance and regulation, logistics, and raw materials.

We understand that a price increase notification is difficult to communicate and receive. Therefore, please feel free to contact your account representative or me personally if you have questions or need additional clarification.

On behalf of the Williamson-Dickie Mfg. Co., thank you for your business, partnership and continued support.

Sincerely,

Alex M. Smith
Senior Vice President
Dickies North America
Email: asmith@dickies.com
Ph: 817.810.5704

Attachment 1

Fechheimer

May 31, 2017

Patrick Wald, Bid/Contract Coordinator
Red the Uniform Tailor
1630 111th Street
Grand Prairie, TX 75050
e-mail: patrick.wald@rtut.com

Dear Patrick,
This letter is to confirm that in February of this year there was a list price increase on all stock styles. The average price increase was approximately 2.5%. This is in result of an increase in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,

Brian Duffy
VP, Customer Service

Attachment 1

HAIX® North America
2320 Fortune Drive, Suite 120, Lexington, KY 40509
Phone: 859-281-0111, Toll Free: 866-344-HAIX (4249), Fax: 859-281-0113
service-hna@haix.com, www.haix.com

®HAIX USA

June 1, 2017

City of Frisco
Daniel Ford, Purchasing Manager
6101 Frisco Square BLvd.
Frisco, TX 75034

Re: Fire Department Contract

Dear Mr. Ford:

Effective January 1, 2017 the cost for HAIX® boots increased 3%.

The increase of 3% in your cost is due to our manufacturing increases in wages, our cost of raw materials and our transportation costs. As you know, HAIX® boots manufactured in Europe and adjustments must also be made for the Euro to Dollar ratio.

We appreciate your business and value your partnership with HAIX® North America.
If you have any further questions please do not hesitate to contact me.

Yours sincerely,

Sandy Longarzo
Marketing Admin. Manager
HAIX® North America, Inc.

Attachment 1

2102 SW 2nd Street
Pompano Beach, FL 33060
www.pointblanksolutionsinc.com
Nationwide 800-413-5155
Phone 954-630-0900
Fax 954-630-9225

June 13th, 2017

Attn: Patrick Wald
Red The Uniform Tailor
1630 111th Street
Grand Prairie, TX 75050

RE: Point Blank Price Increase for 2017

To whom it may concern,

Point Blank Enterprises does it's very best to provide the greatest lifesaving protective gear at the best available price.

Due to external situations, such as cost of Insurance, Shipping, Raw material goods etc we have been forced to increase our retail pricing an average of 2.5% per year year.

On April 1st, 2017 a new retail price list was provided to all dealers that reflect this average 2.5% increase. Every product in our pricelist was reviewed individually to make sure that we could limit the amount of increase as much as possible

Point Blank will continue to provide the very best lifesaving products at the lowest cost available. Should you have any questions or need additional information, please do not hesitate to contact my office at 1-719-354-0310

Respectfully,

Randy Wills
Director of Sales,
Point Blank Enterprises

PREMIER EMBLEM & INSIGNIA

2111 WEST AVENUE
SAN ANTONIO, TEXAS 78201
PHONE 800-823-4774 FAX 800-631-2774

May 24, 2017

Re: Red the Uniform Tailor

To whom it may concern:

Red the Uniform Tailor locations are authorized distributors of Premier Emblem products in the United States, Mexico, and all over the world.

We will not have a price increase until 2018.

Sincerely,
Vernon Thompson
800-823-4774

Attachment 1

Safariland
13386 International Parkway
Jacksonville, Florida 32218
904-741-5400

THE SAFARILAND GROUP

May 30, 2017

Mr. Patrick Wald
Red The Uniform Tailor
1630 111th Street
Grand Prairie, TX 75050

Re: Pricing for Frisco Contract

Dear Mr. Wald,

Please allow this letter to serve as confirmation that there were no across the board percentage price increases from 2016-2017 for our Safariland products.

However, due to escalations in raw material, labor, and insurance costs, some models within our product lines increased slightly for 2017.Not all product lines were impacted and many models saw no increase at all.

We appreciate your continued loyalty to Safariland. Should you have any questions, you may contact Account Manager Shannon Couch at (325) 260-7051 or via e-mail at Shannon.Couch@safariland.com or you may contact me at (904) 371-2207 or via e-mail at Wendy.Fuchs@Safariland.com.

Best regards,

Wendy Fuchs

Wendy Fuchs
Bid Specialist

Attachment 1

STREAMLIGHT
Heroes Trust Streamlight

October 27th, 2016

Dear Valued Streamlight Inc. Distributor,

2016 has been another successful year for Streamlight thanks to the tremendous efforts of our distribution partners. Thank you for another great year.

Here at Streamlight, it has been a busy and expensive year for our Engineering and Compliance teams. Particularly in the area of California Energy Commission compliance. You can be confident that our team has met the challenge of bringing our broad product line into compliance with CEC requirements as of January 1, 2017.

This work necessitated modifications to many of our rechargeable product lines that came with a cost including significant engineering time and component cost increases. We have worked hard to limit price increases and in many cases, the increases do not cover the increased cost incurred due to product modifications.

You will also notice only a few other modest price increases on older products that have experienced component cost increases due to declining volumes as our mutual customers transition to new products with enhanced technology.

We have attached our 2017 Electronic Distributor Price List with this email. Please take some time to review this information on the spreadsheet which includes:

- 2017 Published Prices effective 3/1/17
- Updated Terms & Conditions
- Warranty & Non- Warranty Service Information
- NSN #'s
- Parts Pricing
- Items un-saleable as of March 1, 2017
- Items removed and items added to the Published Price List
- All saleable items with pricing

Streamlight remains committed to providing our distribution partners and mutual customers with the broadest product line of professional grade lighting products. Our new product line-up for 2017 is strong and we look forward to another great year.

Best Regards,

Michael F. Dineen
Vice President, Sales & Marketing
Streamlight, Inc.

TRU-SPEC

URBAN SURVIVAL GEAR

6/2/2017

To Our Dealer Partners:

Due to and increase and rising labor costs, we will be raising the wholesale prices on several items in our line. The effective date for our wholesale price changes will be May 1, 2017.

As always. We thank you for your business and continued support of TRU-SPEC and Five Star Products.

With best regards,

Steve Riera
VP of Manufacturing

ATLANCO
1125 Hayes Industrial Drive | Marietta, GA 30062
Ph: 770.427.1334 | Fax: 770.427.2270
www.atlanco.com | www.truspec.com

Attachment 1

VF Imagewear, Inc.
545 Marriott Drive
Nashville, Tennessee 37214

Re: VF Imagewear 2017 Pricing

This letter is to address pricing that will go into effect February 1, 2017. We will incur a slight increase in our prices by brand:

- Red Kap – average of 2.0%
- Bulwark – average of 1.6%
- Horace Small – average of 3.0%

The adjustment was taken in response to rising fabric costs primarily driven by cotton, significant labor increases in manufacturing due to competition and inflation, as well as overhead increase due to energy costs.

It is important to note that hem charges in both the Red Kap and Bulwark lines will be eliminated.

Please know that we take our responsibility to control pricing very seriously. We will continue to work hard with our supplier partners, our manufacturing plants and with our management staff to find ways to lower our total costs.

Thank you for your business.

Sincerely,

VF Imagewear

Attachment 1

WORKRITE
UNIFORM CO.
EST. 1973

November 16, 2016

Dear Workrite Uniform Co. Customer:

Thank you for your continued business with Workrite Uniform Company.
We look forward to continuing to serve your flame-resistant clothing needs.

Workrite Uniform Company strives to keep our prices competitive and often absorbs cost increases. Over the past year, as you may be aware, a number of conditions have contributed to rising costs. As a result you will notice a very modest price increase January 1, 2017 on our Workrite FR, Workrite FR Fire Service and Dickies FR products. We are confident you will find our products and services remain competitive. Keeping prices competitive, while maintaining industry leading levels of quality and durability, continues to be our top priority.

For additional information, please contact our customer support team by email (info@workrite.com) or phone (800-521-1888).

Regards,

Keith Suddaby
President

Workrite FR | Dickies FR | Walls FR Outdoor Goods | Workrite FR Fire Service

1701 North Lombard Street Suite 200 | Oxnard, CA 93030
1.800.521.1888 | Fax: 805.483.0678 | workrite.com

TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: September 18, 2017

FROM: Jeff Garner, Director of Facilities Management

ITEM: **Consider approval of the purchase and installation of a Building Management Control System for HVAC and INET Door Access for the new Town Hall, from Schneider Electric Buildings America, INC., a sole source provider of this equipment for the Town, in the amount of $335,014.00.**

BACKGROUND INFORMATION: Schneider Electric\TAC is the sole manufacture of the Inet DDC controllers and Inet Seven EMS software that provide controls throughout the Town of Flower Mound (TFM). The Schneider DDC controls, Inet Seven software, Inet hardware, SmartStruxure software's and SXWT hardware's provided to TFM are designed and manufactured by Schneider Electric.

We use these Schneider Electric systems throughout the Town for automatic control of our doors and HVAC systems; and previously purchased their products through a Cooperative Contract (TCPN – Texas Cooperative Purchasing Network) who recently merged with another CoOp Network who charges fees for Contract Quoted products. Town staff elected to purchase through Schneider Electric as a Sole Source and per the Town of Flower Mound Purchase Order Terms and Conditions. Schneider Electric submitted an amendment to the Town's Purchase Order Terms and Conditions. The amendment was reviewed by Legal, minor revisions sent to Schneider who provided the final version of the amendment requiring Mayor's signature.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: $335,014.00

Proposed Expenditure:	Account Number(s):
$335,014.00	533-111-62017

Finance Review by: Tammy Wilson, Executive Director of Financial Services tw

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

ATTACHMENTS:

1. Quote - SmartStruxure BACnet DDC for HVAC
2. Quote - INET Access Control for Door Access
3. Sole Source Letter
4. Amendment to Purchase Order Terms and Conditions

DRAFT MOTION: Move to approve the purchase and installation of a Building Management Control System for the new Town Hall, from Schneider Electric Buildings America, INC., a sole source provider of this equipment for the Town, in the amount of $335,014.00.

DATE: July 20, 2017

To:	**Jeff Garner**	**From:**	**Mark Boyd**
Company:	**Town of Flower Mound**		**Schneider Electric Buildings Americas, Inc.**
	1001 Cross Timbers Rd. Flower Mound, TX		1650 W. Crosby Rd. Carrollton, TX 75006
Phone:	(214)–679-3866	**Phone:**	972-323-5396
E-Mail:	Jeff.garner@flower-mound.com	**Fax:**	972-245-0996 mark.a.boyd@schneider-electric.com

Project: **Town of Flower Mound Town Hall BMS**

Location: **2121 Cross Timbers Rd. Flower Mound, Texas**

Schneider Electric is pleased to provide a SmartStruxure BACnet DDC solution for Jeff Garner with The Town of Flower Mound. The new system will be 100% compatible with the facility wide Schneider Electric BAS currently serving the Town of Flower Mound. Pricing is based on 100% CD documents prepared by Summit Consultants, Inc. as well as Addendums 1 & 2.

100% CD Price: Flower Mound Town Hall BAS (No Tax) $197,637.00

1. Providing and installing the following DDC components for **two (2)** chilled water system:
   - Air cooled chiller components as follows (**CH-1 & 2**):
     i. **Two (2)** current switches for hardwired enable command
     ii. **Two (2)** current relays for hardwired status and alarm
     iii. **Two (2)** 2-position motorized isolation control valves (*to be installed by others*)
     iv. **Two (2)** immersion temperature sensors in chiller supply lines
     v. **Two (2)** BACnet MS/TP interface to chiller control panel
   - Chilled water pump components as follows (**CHWP-1 & 2**):
     i. **Two (2)** current switches for hardwired enable commands
     ii. **Two (2)** current relays for hardwired status and alarms
     iii. **Two (2)** hardwired speed control points for VFD modulation
     iv. **Two (2)** BACnet MS/TP interface to CHP VFD
   - **One (1)** wet-wet differential pressure sensor for VFD control
   - **Three (3)** immersion temperature sensor located in chilled water supply and return lines
   - **One (1)** 2-way 4" bypass motorized valve with modulating actuator
   - **One (1)** chilled water flow meter
   - **One (1)** combination outside air temperature and CO2 sensor
   - **Two (2)** heat trace panel monitoring point
   - **One (1)** BACnet IP Automation Server with modular I/O to monitor control above DDC components.
2. Providing and installing the following DDC components per **three (3)** VAV AHU:
   - **Two (2)** outside and return air Ebtron Gold airflow measuring stations
   - **Three (3)** duct mounted temperature sensors for pre-heat, return, and supply temperature readings.
   - **One (1)** mixed air temperature sensor
   - **One (1)** filter differential pressure switch
   - **One (1)** freezestat
   - **One (1)** high static pressure cut out
   - **One (1)** current switch for supply fan status
   - **One (1)** current relay for supply fan command
   - **Four (4)** modulating damper actuators for economizer air, relief air, and min. outside air control
   - **One (1)** 2-way chilled water motorized control valve with modulating actuator.
   - **One (1)** digital output for electric pre-heat command
   - **One (1)** supply air static pressure installed in downstream supply duct
   - Hardwired safety interlock between supply fan VFD, dirty filter switch, high pressure cut out, freezestat, and supply/return duct smoke detectors
   - **One (1)** BACnet IP Automation Server with onboard I/O and digital HOA switches to interface DDC devices above into BAS
     i. *AHU-3 to have 3-way chilled water control valve*
     ii. *AHU-3 to have **two (2)** digital outputs for 2-stage DX compressor control*

3. Providing and installing the following DDC components per **forty-two (42)** FPB with electric reheat:
    - **One (1)** current switch for supply fan status
    - **One (1)** current relay for supply fan command
    - **One (1)** supply air temperature sensor
    - **One (1)** smart room space sensor with LCD display local setpoint adjust
    - **One (1)** BACnet MS/TP application specific controller with integral damper actuator, SCR heat control, and CFM flow calculator
        i. *Combination temperature humidity and CO2 sensor to be provided for council chambers area.*
4. Providing and installing the following DDC components per **two (2)** cooling only VAV:
    - **One (1)** supply air temperature sensor
    - **One (1)** smart room space sensor with LCD display local setpoint adjust
    - **One (1)** BACnet MS/TP application specific controller with integral damper actuator and CFM flow calculator
5. Providing and installing the following DDC components per **two (2)** FCU:
    - **One (1)** current switch for supply fan status
    - **One (1)** supply air temperature sensor
    - **One (1)** digital output for electric pre-heat command
    - **One (1)** 2-way chilled water motorized control valve with modulating actuator.
    - **One (1)** BACnet MS/TP LCD space sensor with set point adjust and override control
6. Providing and installing the following DDC components for **two (2)** EF:
    - **One (1)** current switch for fan status
    - **One (1)** current relay for fan command
7. Providing and install **two (2)** space temperature sensors for EUH and DX Split units
8. Integration to **one (1)** Modbus interfaces to Generators for electrical monitoring
9. Integration to **one (1)** BACnet interface to lighting control panel for outside light control
10. Providing **five (5)** 1.5KVA UPS's for network panels and BAS workstation
11. Providing and configuring **one (1)** Struxureware Enterprise Server software for BAS database configuration
12. Providing **one (1)** copy of SmartStruxure Workstation Professional user software license
13. Providing **one (1)** copy of SmartStruxure Workstation Standard user software license
14. Providing **forty (40)** hours of dedicated 3rd party TAB and commissioning assistance
15. Providing **sixteen (16)** hours of onsite end user training
16. Create new graphic page(s) for the respective floors and new mech/control devices
17. District integration into existing Town of Flower Mound Schneider Electric BAS
18. Electrical installation of the above listed equipment

Clarifications:

1. One-year warranty on labor and materials provided by Schneider Electric is included
2. Work to be completed during normal operating hours (**08:00 – 17:00 Monday - Friday**)
3. Seller requires this proposal be referenced and included within any order terms and conditions
4. Project Mgmt. of equipment ordering, system programming, engineering and installation included
5. Terminal box controllers to be factory installed
6. Lighting control panel and associated relays to be furnished and installed by others

Exclusions:

1. Taxes or Bonds
2. Any pressure independent control valves
3. Any 120V power or greater
4. IP drops. To be provided by owner's IT department
5. Static IP addresses. To be provided by owner's IT department.
6. Providing or configuring 3rd party communications protocol cards (BACnet, Modbus, etc.)
7. All dampers. Provided and installed by others
8. Installation of control valves, pipe taps, thread-o-lets, or airflow measuring stations
9. Conduit thermostat/sensor drops for wall mounted devices. Cabling within sheetrock walls to be plenum rated cable
10. Any work associated with automatic smoke or fire/smoke damper
11. Provisions for furnishing, installing or wiring smoke detectors
12. Any provisions or installation associated with the Fire Alarm
13. Provisions and installation of work outside the scope of this quote

Notes / Comments:

1. This quote is valid for **60** days
2. Payment terms are lump sum Net 30 days from date of invoice

If you have questions or require clarification, please contact me.

Best regards,

Mark A. Boyd
Account Manager
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.
Office: 972-323-5396
Cell: 214-882-8398
Fax: 972-245-0996
mark.a.boyd@schneider-electric.com

Written acceptance below or providing us your purchase order is required to proceed with preparation of submittals; subject to credit approval by our corporate office. Your signature below indicates your acceptance of the provisions of this proposal, the Terms and Conditions of Sale attached, and authorization to proceed.

____
Accepted by, Company Name

____
Signature

Print Name: ______________________________
Title: ______________________________
Date: ______________________________
____

Attachment 1

TERMS AND CONDITIONS OF SALE

900512PITC R05/19/15

This quotation and any exhibits and attachments hereto (collectively, “Agreement”) and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. (“Seller”) and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed (“Buyer”) acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer’s own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer’s order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days’ written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys’ and professionals’ fees. To the extent payments are received and as required by law, and upon Buyer’s request, Seller will furnish mechanics lien waivers as the work progresses.

   Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer’s obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller’s security interest in the goods. At Seller’s request, Buyer will execute any necessary instrument to perfect Seller’s security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller’s net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.

4. **Changes and Claims**. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller’s receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.

5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller’s holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller’s work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.

6. **Damage or Loss to Equipment**. In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays**. Buyer shall prepare all work areas so as to be acceptable for Seller’s work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller’s performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller’s control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

8. **Warranty**. Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller’s sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

   This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller’s total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney’s fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.

12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers’ Compensation and Employer’s Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than $1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.

13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller’s written consent.

14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

DATE: July 20, 2017

To:	**Jeff Garner**	**From:**	**Mark Boyd**
Company:	**Town of Flower Mound**		**Schneider Electric Buildings Americas, Inc.**
	1001 Cross Timbers Rd Flower Mound, TX		1650 W. Crosby Rd. Carrollton, TX 75006
Phone:	(214)–679-3866	**Phone:**	972-323-5396
E-Mail:	Jeff.garner@flower-mound.com	**Fax:**	972-245-0996 mark.a.boyd@schneider-electric.com

Project: **Town of Flower Mound Town Hall - Access Controls**

Location: **2121 Cross Timbers Rd. Flower Mound, Texas**

Schneider Electric is pleased to provide a INET Access Control solution for Jeff Garner with The Town of Flower Mound. This scope of work is based off Electrical Documents dated 5/6/17 prepared by Summit Consultants as well as Addendums 1 & 2. This upgrade will consist of providing and installing INET Seven software and new access control components throughout the new building.

Flower Mound Town Hall Access Control: (No Tax) $137,377.00

This Proposal Includes:

1. Make Safe and relocate existing Town of Flower Mound INET server from old building to new.
2. Make Safe and salvage existing Inet Access control equipment in current Town Hall location.
3. Provide and install new Inet Seven 2.48 on customer provided workstation setup and configured.
4. Provide and install the following access control devices for **twenty-seven (27)** single doors:
   - **One (1)** HID card reader.
   - **One (1)** Door contact.
   - **One (1)** REX motion device.
   - **One (1)** Strike or electrification kit for a crash bar.
   - Run new door control cables from designated Inet access panel locations to each door.
   - Electrify the door hardware and power supplies as specified.
5. Provide and install the following access control devices for **six (6)** double doors:
   - **One (1)** HID card reader.
   - **Two (2)** Door contacts.
   - **One (1)** REX motion device.
   - **One (1)** Electrification kit for one leaf of each set of doors for an existing crash bar.
   - Run new door control cables from designated Inet access panel(s) locations to each door.
   - Electrify door hardware's as specified.
6. Provide and install **one (1)** remote release for Meter Closet
7. Provide and install **nine (9)** SCU 1284 4-door controllers
8. Provide and install **three (3)** access control panels complete with controller and locking power.
9. Provide and install **two (2)** MCI INET 7798C controllers for SCU management one per floor.
10. Provide and install **two (2)** Xenta 527-NPR's for IP communications integration
11. System programming and graphical additions to the Town of Flower Mound INET Access Control System.
12. One-year warranty on labor and materials to install all new Inet access system equipment.

Clarifications:

1. Work to be completed during normal operating hours (**08:00 – 17:00** Monday Through Friday)
2. Seller requires this proposal be referenced and included within any order terms and conditions.
3. Technician will be on site to perform Inet Seven Access factory startup and testing through INET system workstation.
4. Provide customer turnover once Inet Access System is online and operational.

This Proposal Excludes:

1. **Sales Tax is not included**
2. Provisions and installation of work outside the scope of this quote.
3. Elevator traveling cable.
4. 120V or above power to panel locations
5. J-boxes or conduit runs above ceiling except for stub ups where necessary. Cable to be plenum rated
6. Any technical work or field work beyond system upgrades, fine tuning, programming and testing

Notes / Comments:

1. This quote is valid for 30 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues.
2. Payment terms are lump sum Net 30 days from date of invoice.

If you have questions or require clarification, please contact me.

Best regards,

Mark A. Boyd

Account Manager
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.
Office: 972-323-5396
Cell: 214-882-8398
Fax: 972-245-0996
mark.a.boyd@schneider-electric.com

Written acceptance below or providing us your purchase order is required to proceed with preparation of submittals; subject to credit approval by our corporate office. Your signature below indicates your acceptance of the provisions of this proposal, the Terms and Conditions of Sale (consisting of 2 pages) attached, and authorization to proceed.

____
Accepted by, Company Name

____
Signature

Print Name: ______________________
Title: ______________________
Date: ______________________
____

TERMS AND CONDITIONS OF SALE

900512PITC R05/19/15

This quotation and any exhibits and attachments hereto (collectively, “Agreement”) and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. (“Seller”) and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed (“Buyer”) acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer’s own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer’s order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days’ written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys’ and professionals’ fees. To the extent payments are received and as required by law, and upon Buyer’s request, Seller will furnish mechanics lien waivers as the work progresses.

   Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer’s obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller’s security interest in the goods. At Seller’s request, Buyer will execute any necessary instrument to perfect Seller’s security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller’s net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.

4. **Changes and Claims**. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller’s receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.

5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller’s holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller’s work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.

6. **Damage or Loss to Equipment**. In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays**. Buyer shall prepare all work areas so as to be acceptable for Seller’s work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller’s performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller’s control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

8. **Warranty**. Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller’s sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

   This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller’s control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller’s obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller’s responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.

12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than $1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.

13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.

14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

Schneider Electric

July 24, 2017

Mr. Jeff Garner
Director of Facilities
Town of Flower Mound
1001 Cross Timbers Rd. #2330
Flower Mound, TX 75028
Phone#214-679-3866

Dear Mr. Garner,

Subject: Schneider Electric\TAC-Inet & SmartStruxure Control System Sole Source Affidavit of Manufacturer and factory training.

Schneider Electric\TAC is the sole manufacture of the Inet DDC controllers and Inet Seven EMS software that provide controls throughout the Town of Flower Mound (TFM). The Schneider DDC controls, Inet Seven software, Inet hardware, SmartStruxure software's and SXWT hardware's provided to TFM are designed and manufactured by Schneider Electric.

Schneider is the only source for the products and training that are required to design, engineer, service and support legacy Inet Seven. The Transition (assimilation) process of Inet software and hardware into EcoStruxure (SmartStruxure), the next generation Schneider BMS software and hardware is already well into the fifth phase. These past and next generation are being implemented into the TFM has wholly been executed through Schneider Electric's specially trained employees.

Schneider has been providing the technical and maintenance support with the legacy Inet BMS. Schneider has been implementing the present and past Transition phases of each building one by one as planned in order of priority importance. These Transition phases have gone very well directly because of the factory trained employees of Schneider Electric. Schneider employees trained to work on Inet are all 10 year plus Inet BMS veterans, who are provided with the necessary tools and years of hands on with the Inet BMS system in each building and the Transition process.

Should you have any questions, please contact our office.

Best Regards,

Mark A. Boyd

Mark Boyd
Account Manager\Systems Design Engineering
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.
Voice (972) 323-5396
Cell (214) 882-8398
Fax (972) 245-0996

Attachment 4

AMENDMENT
To
PURCHASE ORDER

This Amendment ("Amendment") is made a part of the Purchase Order No. _______ dated ____________, 2017 ("Agreement") between Town of Flower Mound, having an office at 2121 Cross Timbers Rd., Flower Mound, TX 75028 ("Town") and Schneider Electric Buildings Americas, Inc., having an office at 1650 West Crosby Road, Carrollton, TX 75006 ("Seller"). The following modifications of the Agreement shall be appended to and form a part of the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, including all schedules and contract documents incorporated therein, the terms of this Amendment shall control.

1. Section 3, line 2: After "of delivery" add "and upon payment therefore"
2. Section 10, lines 1-5, replace "no higher than Seller's current prices…without liability to Seller for Breach of Seller's actual expense" with "competitive"
3. Section 22, line 1: After "Uniform Commercial Code" in the first sentence, add "to the extent not inconsistent with the terms set forth in this Agreement"
4. Section 27, add to end: "Town agrees the required policies and limits of liability of insurance are limited and met by the Seller's attached Memorandum of Insurance."
5. Section 28 as follows:
   - 5.1 Line 3: Before "attorneys' fees" add "reasonable"
   - 5.2 Line 4: Before "property" add "real or personal"
   - 5.3 Line 4: Before "on account of" add "to the proportional extent and"
   - 5.4 Add to end: "If any such claim is made, Seller, at Seller's expense, shall defend against and pay all costs, expenses (including reasonable fees of attorneys and other retained professionals), and damages arising out of such claim, whether or not that claim is successful, provided that the indemnified party: (a) gives Seller prompt written notice of such claim; and (b) cooperates with Seller, at Seller's expense, in the defense of such claim. Seller shall not be responsible for any settlement made by the indemnified party without Seller's prior written consent."
6. Section 29, add to end "Provided, however, Seller shall have no liability nor obligation to defend the Town for any such infringement action that is based upon or arises out of; (i) infringement by reason of the Town's design or specification requirement or any design other than of Seller, or (ii) the use or alteration of the subject services, materials or equipment or any component thereof in combination with any other system, equipment or software that is: a) not otherwise supplied or specified or approved by Seller, or b) inconsistent with the indicated use of the services, material and/or equipment or any component thereof. Without limiting the generality of this paragraph, in the event the use by the Town of Seller supplied services, materials, equipment or any component thereof ("Product") is enjoined in such a suit, Seller shall, at its expense and at its sole option, either; (i) procure the right for the Town to continue using such product, or (ii) modify such Product to render it non-infringing (provided such modification does not materially degrade the performance, functioning or operation of the Product), or (iii) replace such product with equally suitable, functionally equivalent compatible, non-infringing Product, or (iv) refund or credit the amount paid by the Town for the infringing product. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the exclusive remedy for intellectual property infringement."
7. Add Section **"30. WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABLIITY. Notwithstanding any other provision of this Agreement and to the extent permitted by applicable law, in no event shall either party be liable to the other for anticipated profits or for any special, incidental, indirect, punitive or consequential damages of any kind whatsoever. Notwithstanding any other provision of this Agreement and to the extent permitted by applicable law, either party's liability to the other on any claim of any kind for any loss or damage arising out of, in connection with, or resulting from this Agreement or from the performance or breach hereof shall in no case exceed the price allocable to the goods (or units thereof) or services which give rise to such claim.**"

Except as provided for herein, all other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be signed by their duly authorized representatives.

TOWN:	SELLER"
TOWN OF FLOWER MOUND	**SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.**
By ______________________	By ______________________
Print Name ______________________	Print Name ______________________
Title ______________________	Title ______________________
ate ____________	Date ____________

TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: September 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: **Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department; ratify property tax revenue increase reflected in the budget.**

BACKGROUND INFORMATION: The FY 2017-2018 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 2017-2018 Budget Work Session on August 17, 2017, in the Council Chambers. A public hearing for the Proposed Budget was also held on August 21, 2017. The proposed budget for FY 2017-2018 includes a five-year Capital Improvement Program (CIP).

The proposed budget for the General Fund includes $61,667,652 in revenues and $61,670,663 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 $269,276 for community support funding.

The proposed budget for the Utility Fund includes $43,601,978 in revenues, and $43,366,769 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages.

The proposed budget for the Stormwater Utility Fund includes $1,603,627 in revenues, and $1,598,689 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 the Health Insurance/Flex Fund, the Vehicle and Equipment Replacement Fund and 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 $9,744,000 in revenues, and $9,181,530 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 $3,456,067 in revenues, and $2,500,000 in expenditures. The Technology Replacement Fund includes $312,155 in revenues, and $190,000 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 $31,261,593. The largest portion of the CIP for FY 2017-2018 is dedicated to street and signal projects for $15,140,000, $2,250,000 for park projects and $13,871,593 for facilities. These projects will be supported by $7,330,000 in additional debt.

The five-year CIP in the Utility Fund is approximately $25,885,000 for FY 2017-2018, which includes water and wastewater lines and stormwater projects. These projects will be supported by $20,940,000 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	$	61,670,663
Utility Fund		43,366,769
Stormwater Utility Fund		1,598,689
Health insurance/Flex Fund		9,181,530
Vehicle and Equipment Replacement Fund		2,500,000
Technology Replacement Fund		190,000
Library Development Fund		20,000
TIRZ Fund		5,996,682
Park Development Fund		777,168
Tree Preservation Fund		283,220
Public Education Government (PEG) Fund		924,914
Street Maintenance Sales Tax Fund		4,282,169
4B Parks Sales Tax Fund		3,057,375
Park & Recreation Special Activities Fund		131,700
Flower Mound Log Cabin		17,188
IRS Equitable Sharing Fund		371,325
Chapter 59 Seizures Fund		987
Animal Care Fund		22,000
CDBG-HUD Grant Fund		179,828
Neighborhood Improvement Fund		160,000
Hotel Occupancy Tax Fund		-
Municipal Court Security Fund		29,200
Municipal Court Technology Fund		69,790
General Debt Service Fund		11,496,965
Total Expenditures	**$**	**146,328,162**

Proposed Revenue:

General Fund	$	61,667,652
Utility Fund		43,601,978
Stormwater Utility Fund		1,603,627
Health insurance/Flex Fund		9,744,000
Vehicle and Equipment Replacement Fund		3,456,067
Technology Replacement Fund		312,155
Library Development Fund		20,100
TIRZ Fund		4,278,774
Park Development Fund		4,000
Tree Preservation Fund		6,700
Public Education Government (PEG) Fund		211,000
Street Maintenance Sales Tax Fund		3,091,000
4B Parks Sales Tax Fund		3,087,000
Park & Recreation Special Activities Fund		145,800
Flower Mound Log Cabin		-
IRS Equitable Sharing Fund		1,500
Chapter 59 Seizures Fund		-
Animal Care Fund		8,350
CDBG-HUD Grant Fund		179,828
Neighborhood Improvement Fund		101,000
Hotel Occupancy Tax Fund		22,550
Municipal Court Security Fund		19,120
Municipal Court Technology Fund		25,480
General Debt Service Fund		11,538,421
Total Resources	**$**	**143,126,102**

Finance Review by: Tammy Wilson, Executive Director of Financial Services tw

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

ATTACHMENTS:

1. Ordinance

DRAFT MOTION:

Note: Budget adoption must include two motions- the second motion is to ratify the property tax increase reflected in the budget.

1. Move to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.

2. Move to ratify the property tax revenue increase reflected in the FY 2017-2018 budget.

Attachment 1

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, 2017, AND ENDING SEPTEMBER 30, 2018, 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, 2017, and ending September 30, 2018; 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 21, 2017, 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, 2017, and ending September 30, 2018, 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

Attachment 1

ORDINANCE NO. ________ **PAGE 2**

expenditures as proposed in the attached budget. The budget includes a contingent appropriation in the General Fund of $6,167,066 (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.

Attachment 1

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _______ TO ______ ON THIS 18th DAY OF SEPTEMBER, 2017.

APPROVED:

____
Thomas E. Hayden, MAYOR

ATTEST:

____
Theresa Scott, TOWN SECRETARY

Attachment 1

ORDINANCE NO. ________ **PAGE 4**

EXHIBIT A

Town of Flower Mound, Texas
FY 17-18

PROPOSED REVENUES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Property Taxes	$ 32,639,904	$ 9,533,696	$ -	$ -	$ -
Utility Franchise Fees	5,538,700	-	-	-	-
Sales Tax Collections	12,324,000	-	-	-	-
Other Taxes	226,500	-	-	-	-
Charges for Current Services	3,328,305	-	-	-	-
Licenses and Permits	2,287,100	-	-	-	-
Fines and Forfeitures	892,170	-	-	-	-
Investment Earnings	120,000	15,000	53,000	1,000	-
Intergovernmental Revenue	648,930	-	-	-	-
Interfund Transfer	2,209,653	1,989,725	-	-	-
Other Revenue	1,452,390	-	153,000	-	-
Water Sales	-	-	31,921,404	-	-
Sewer Charges	-	-	10,859,574	-	-
Stormwater Fees	-	-	-	1,367,627	-
Drainage Inspections	-	-	-	225,000	-
Meter and Connect Fees	-	-	180,000	-	-
Solid Waste Collection	-	-	135,000	-	-
Penalties-Utility Billing	-	-	300,000	10,000	-
Health Insurance Fund	-	-	-	-	9,744,000
Vehicle and Equipment Replacement Fund	-	-	-	-	3,456,067
Technology Replacement Fund	-	-	-	-	312,155
TOTAL REVENUE	**$ 61,667,652**	**$ 11,538,421**	**$ 43,601,978**	**$ 1,603,627**	**$ 13,512,222**

PROPOSED EXPENDITURES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Town Manager's Office	$ 1,355,499	$ -	$ -	$ -	$ -
Legislative Services	465,385	-	-	-	-
Development Services	2,290,850	-	473,963	146,027	-
Community Services	9,629,261	-	-	-	-
Police Services	13,465,283	-	-	-	-
Financial Services	3,610,354	-	1,630,713	-	-
Administrative Services	5,686,005	-	-	-	-
Fire & Emergency Services	13,188,451	-	-	-	-
Community Relations	698,229	-	-	-	-
General Fund Non-Departmental	4,959,500	-	-	-	-
Utility Fund Non-Departmental	-	-	11,617,299	-	-
Public Works	4,776,599	-	29,644,794	1,366,062	-
Environmental Services	1,545,247	-	-	86,600	-
Debt Service	-	11,496,965	-	-	-
Health Insurance Fund	-	-	-	-	9,181,530
Vehicle and Equipment Replacement Fund	-	-	-	-	2,500,000
Technology Replacement Fund	-	-	-	-	190,000
TOTAL EXPENDITURES	**$ 61,670,663**	**$ 11,496,965**	**$ 43,366,769**	**$ 1,598,689**	**$ 11,871,530**
NET CHANGE	$ (3,011)	$ 41,456	$ 235,209	$ 4,938	$ 1,640,692

2017-2018 FUND BALANCE PROJECTION	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Unassigned Fund Balance 10/1/17	$ 13,686,373	$ 957,323	$ 9,248,627	$ 456,990	$ 10,014,250
Revenue	61,667,652	11,538,421	43,601,978	1,603,627	13,512,222
Expenditure	(61,670,663)	(11,496,965)	(43,366,769)	(1,598,689)	(11,871,530)
Unassigned Fund Balance 09/30/18	$ 13,683,362	$ 998,779	$ 9,483,836	$ 461,928	$ 11,654,942

Attachment 1

ORDINANCE NO. ________ **PAGE 5**

EXHIBIT A

Town of Flower Mound, Texas
FY 17-18

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	Park & Rec Spc Activities Fund
Taxes	$ -	$ 4,268,774	$ -	$ -	$ 210,000	$ 3,081,000	$ 3,081,000	$ -
Licenses and Permits	-	-	-	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-	-	145,500
Fines and Forfeitures	-	-	-	-	-	-	-	-
Interest Earnings	100	10,000	4,000	6,700	1,000	10,000	6,000	300
Interfund Transfer	-	-	-	-	-	-	-	-
Other Revenue	20,000	-	-	-	-	-	-	-
TOTAL REVENUE	**$ 20,100**	**$ 4,278,774**	**$ 4,000**	**$ 6,700**	**$ 211,000**	**$ 3,091,000**	**$ 3,087,000**	**$ 145,800**

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	Park & Rec Spc Activities Fund
Town Manager's Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legislative Services	-	-	-	-	-	-	-	-
Development Services	-	-	-	-	-	-	-	-
Community Services	20,000	-	777,168	-	-	-	3,057,375	131,700
Police Services	-	-	-	-	-	-	-	-
Financial Services	-	5,996,682	-	-	-	-	-	-
Administrative Services	-	-	-	-	924,914	-	-	-
Fire & Emergency Services	-	-	-	-	-	-	-	-
Community Relations	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	4,282,169	-	-
Environmental Services	-	-	-	283,220	-	-	-	-
TOTAL EXPENDITURES	**$ 20,000**	**$ 5,996,682**	**$ 777,168**	**$ 283,220**	**$ 924,914**	**$ 4,282,169**	**$ 3,057,375**	**$ 131,700**
NET CHANGE	$ 100	$ (1,717,908)	$ (773,168)	$ (276,520)	$ (713,914)	$ (1,191,169)	$ 29,625	$ 14,100

2017-2018 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	Park & Rec Spc Activities Fund
Unassigned Fund Balance 10/1/17	$ 16,079	$ 1,717,908	$ 773,668	$ 1,686,971	$ 717,814	$ 1,220,794	$ 6,500	$ 122,078
Revenue	20,100	4,278,774	4,000	6,700	211,000	3,091,000	3,087,000	145,800
Expenditure	(20,000)	(5,996,682)	(777,168)	(283,220)	(924,914)	(4,282,169)	(3,057,375)	(131,700)
Unassigned Fund Balance 09/30/18	$ 16,179	$ -	$ 500	$ 1,410,451	$ 3,900	$ 29,625	$ 36,125	$ 136,178

Attachment 1

ORDINANCE NO. ________ **PAGE 6**

EXHIBIT A

Town of Flower Mound, Texas
FY 17-18

PROPOSED REVENUES	Flower Mound Log Cabin Fund	IRS Equitable Sharing Fund	Chapter 59 Seizure Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,550	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	179,828	-	-	-	-
Charges for Services	-	-	-	-	-	75,500	-	-	-
Fines and Forfeitures	-	-	-	-	-	-	-	18,920	25,230
Interest Earnings	-	1,500	-	350	-	500	-	200	250
Interfund Transfer	-	-	-	-	-	25,000	-	-	-
Other Revenue	-	-	-	8,000	-	-	-	-	-
TOTAL REVENUE	**$ -**	**$ 1,500**	**$ -**	**$ 8,350**	**$ 179,828**	**$ 101,000**	**$ 22,550**	**$ 19,120**	**$ 25,480**

PROPOSED EXPENDITURES	Flower Mound Log Cabin Fund	IRS Equitable Sharing Fund	Chapter 59 Seizure Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund
Town Manager's Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legislative Services	-	-	-	-	-	-	-	-	-
Development Services	-	-	-	-	-	-	-	-	-
Community Services	17,188	-	-	-	-	-	-	-	-
Police Services	-	371,325	987	22,000	-	-	-	-	-
Financial Services	-	-	-	-	-	-	-	29,200	69,790
Administrative Services	-	-	-	-	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-	-	-	-	-
Community Relations	-	-	-	-	179,828	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-
Environmental Services	-	-	-	-	-	160,000	-	-	-
TOTAL EXPENDITURES	**$ 17,188**	**$ 371,325**	**$ 987**	**$ 22,000**	**$ 179,828**	**$ 160,000**	**$ -**	**$ 29,200**	**$ 69,790**
NET CHANGE	$ (17,188)	$ (369,825)	$ (987)	$ (13,650)	$ -	$ (59,000)	$ 22,550	$ (10,080)	$ (44,310)

2017-2018 FUND BALANCE PROJECTION	Flower Mound Log Cabin Fund	IRS Equitable Sharing Fund	IRS Equitable Sharing Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	Neighborhood Improvement Fund	Muni Court Security Fund	Muni Court Technology Fund
Unassigned Fund Balance 10/1/17	$ 17,285	$ 369,825	$ 987	$ 71,538	$ -	$ 96,938	$ 5,852	$ 57,417	$ 54,563
Revenue	-	1,500	-	8,350	179,828	101,000	22,550	19,120	25,480
Expenditure	(17,188)	(371,325)	(987)	(22,000)	(179,828)	(160,000)	-	(29,200)	(69,790)
Unassigned Fund Balance 09/30/18	$ 97	$ -	$ -	$ 57,888	$ -	$ 37,938	$ 28,402	$ 47,337	$ 10,253

TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: September 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: **Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.**

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 2017-2018 Budget Work Session on August 17, 2017, in the Council Chambers. A public hearing for the Crime District's Proposed Budget was held on August 21, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
$3,039,880	Fund 318-Crime District

Proposed Expenditure:	Account Number(s):
$3,189,835	Fund 318-Crime District

Finance Review by: Tammy Wilson, Executive Director of Financial Services tw

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: 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, 2017, and ending on September 30, 2018.

Attachment 1

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, 2017, AND ENDING SEPTEMBER 30, 2018; 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, 2017, and ending September 30, 2018; 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 21, 2017, 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:

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, 2017, and ending September 30, 2018, 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.

Attachment 1

RESOLUTION NO. _______ **PAGE 3**

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF________ TO_______ ON THIS 18th DAY OF SEPTEMBER, 2017.

APPROVED:

____

Thomas E. Hayden, MAYOR

ATTEST:

____

Theresa Scott, TOWN SECRETARY

Attachment 1

RESOLUTION NO. _______ **PAGE 4**

EXHIBIT A

Town of Flower Mound, Texas
FY 17-18

CRIME CONTROL AND PREVENTION DISTRICT

PROPOSED REVENUES		**Crime District Sales Tax Fund**
Taxes	$	3,038,880
Licenses and Permits		-
Intergovernmental Revenue		-
Charges for Services		-
Fines and Forfeitures		-
Interest Earnings		1,000
Interfund Transfer		-
Other Revenue		-
TOTAL REVENUE	**$**	**3,039,880**

PROPOSED EXPENDITURES		**Crime District Sales Tax Fund**
Town Manager's Office	$	-
Legislative Services		-
Development Services		-
Community Services		-
Police Services		3,189,835
Financial Services		-
Fire & Emergency Services		-
Community Relations Services		-
Infrastructure Services		-
TOTAL EXPENDITURES	**$**	**3,189,835**
NET CHANGE	$	(149,955)

2017-2018 FUND BALANCE PROJECTION		**Crime District Sales Tax Fund**
Unassigned Fund Balance 10/1/17	$	827,644
Revenue		3,039,880
Expenditure		(3,189,835)
Unassigned Fund Balance 09/30/18	$	677,689

TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: September 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: **Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.**

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 2017-2018 Budget Work Session on August 17, 2017, in the Council Chambers. A public hearing for the Fire District's Proposed Budget was held on August 21, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	**Account Number(s):**
$3,021,300	Fund 319-Fire District
Proposed Expenditure:	**Account Number(s):**
$2,959,737	Fund 319-Fire District

Finance Review by: Tammy Wilson, Executive Director of Financial Services tw

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: 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, 2017, and ending on September 30, 2018.

Attachment 1

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, 2017, AND ENDING SEPTEMBER 30, 2018; 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, 2017, and ending September 30, 2018; 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 21, 2017, 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:

Attachment 1

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, 2017, and ending September 30, 2018, 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.

Attachment 1

RESOLUTION NO. _______ **PAGE 3**

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _______ TO ______ ON THIS 18th DAY OF SEPTEMBER, 2017.

APPROVED:

____
Thomas E. Hayden, MAYOR

ATTEST:

____
Theresa Scott, TOWN SECRETARY

Attachment 1

RESOLUTION NO. _______ **PAGE 4**

EXHIBIT A

Town of Flower Mound, Texas
FY 17-18

FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT

PROPOSED REVENUES	**Fire District Sales Tax Fund**
Taxes	$ 3,021,200
Licenses and Permits	-
Intergovernmental Revenue	-
Charges for Services	-
Fines and Forfeitures	-
Interest Earnings	100
Interfund Transfer	-
Other Revenue	-
TOTAL REVENUE	**$ 3,021,300**

PROPOSED EXPENDITURES	**Fire District Sales Tax Fund**
Town Manager's Office	$ -
Legislative Services	-
Development Services	-
Community Services	-
Police Services	-
Financial Services	-
Fire & Emergency Services	2,959,737
Community Relations Services	-
Infrastructure Services	-
TOTAL EXPENDITURES	**$ 2,959,737**
NET CHANGE	$ 61,563

2017-2018 FUND BALANCE PROJECTION	**Fire District Sales Tax Fund**
Unreserved Fund Balance 10/1/17	$ 487,509
Revenue	3,021,300
Expenditure	(2,959,737)
Unreserved Fund Balance 09/30/18	$ 549,072

TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: September 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: **Consider approval of an ordinance adopting the 2017 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, 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, 2017.**

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 7, 2017, 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., $0.339698) and for creating an interest and sinking fund for outstanding bonded indebtedness not otherwise provided for (i.e., $0.099302); it also provides for the collection and payment of taxes, and assesses penalties and interest for the nonpayment of taxes within the time set.

An ordinance setting a property tax rate that exceeds the effective tax rate (as with this ordinance) requires the affirmative vote of at a least 60% of the members of the governing body.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $44,627,964

Proposed Revenue:	Account Number(s):
$32,349,704	100-4105 Property Taxes
9,453,696	110-4105 Property Taxes
2,824,564	308-4105 Property Taxes

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

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

ATTACHMENTS:

1. Ordinance

DRAFT MOTION: "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 2.85 percent increase in the tax rate; and move to approve an ordinance adopting the 2017 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, 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, 2017."

Attachment 1

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, 2017, AND ENDING ON SEPTEMBER 30, 2018, 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, 2017; 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 PENALITIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2017 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, 2017, and ending September 30, 2018, 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, 2017, and ending on September 30, 2018; 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:

<u>SECTION 1</u>

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.

Attachment 1

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, 2017, and ending on September 30, 2018, 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 $0.339698 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 $0.099302 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 2.85 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $16.44.

SECTION 3

All ad valorem taxes shall become due and payable on October 1, 2017 and all ad valorem taxes shall become delinquent after January 31, 2018. There shall be no discount for payment of taxes prior to said January 31, 2018. If any person fails to pay said ad valorem taxes on or before January 31, 2018, the following penalties shall be payable thereon, to-wit:

During the month of February 2018, six percent	(6%)
During the month of March 2018, seven percent	(7%)
During the month of April 2018, eight percent	(8%)
During the month of May 2018, nine percent	(9%)
During the month of June 2018, ten percent	(10%)
On or after July 1, 2018, twelve percent	(12%)

Attachment 1

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 2017 tax rolls of the Town of Flower Mound, Texas, in the amount of $44,627,964.00, 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, 2017, and ending on September 30, 2018.

SECTION 7

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2017 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, 2018.

SECTION 8

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the Town further provides that all 2017 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.

Attachment 1

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, 2017, and ending on September 30, 2018, 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 18th DAY OF SEPTEMBER, 2017.

APPROVED:

____
Thomas E. Hayden, MAYOR

ATTEST:

____
Theresa Scott, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: September 18, 2017

FROM: Theresa Scott, Town Secretary

ITEM: **Town Council to consider nominee(s) to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central (DCAD) and Tarrant Appraisal Districts (TAD).**

BACKGROUND INFORMATION: The process for electing the Board of Directors for DCAD and TAD starts with the nomination of individuals by the taxing jurisdictions, and as defined in Section 6.03 of the Property Tax Code. Each jurisdiction may nominate up to five people to be considered for the Board of Directors. In mid-December of 2017 taxing jurisdictions will vote on the nominees from the slate of candidates as put forward by the contributing jurisdictions. The amount of votes that can be cast by the taxing jurisdictions is based on the 2016 tax levy. For Flower Mound this equates to 122 votes (DCAD) and 1 vote (TAD).

Flower Mound residents Connie Smith and Mike Hassett are currently serving their 1st two-year term on the Board of Directors for DCAD and each have indicated they wish to continue their service. The Town Secretary's Office has not received any communication regarding interest from Flower Mound residents located in Tarrant County.

ELIGIBILITY/TERM
The nominee must have resided in the designated county for at least two years prior to January 1, 2018. An employee of the Town is not eligible. A member of Council is not eligible per the Town Charter. The term of service would be January 1, 2018 – December 31, 2019.

FREQUENCY OF MEETINGS
Applicable statutes require the board meet not less often than once each calendar quarter. For DCAD they usually meet once per month and meetings are held at 3:00 p.m. in Denton.

ATTACHMENTS: N/A

DRAFT MOTION:

1. Move to nominate:
   1) ________________________ 4) ________________________
   2) ________________________ 5) ________________________
   3) ________________________

   as a candidate to be considered by the taxing jurisdictions for the Board of Directors of the **Denton** Central Appraisal District (DCAD)

2. Move to nominate:
   1) ________________________ 4) ________________________
   2) ________________________ 5) ________________________
   3) ________________________

   as a candidate to be considered by the taxing jurisdictions for the Board of Directors of the **Tarrant** Appraisal District (TAD).

TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: September 18, 2017

FROM: Andrea Roy, Economic Development Director

ITEM: **Public Hearing to consider approval of a Second Amendment to Chapter 380 Partnership Agreement with RMI River Walk Investors, LP, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is for approval of a Second Amendment to a Chapter 380 Partnership Agreement for the River Walk Marriott Courtyard hotel, extending the deadline to complete the parking structure.

The Town entered into a Chapter 380 Partnership Agreement with RMI River Walk Investors LP on October 20, 2014, to provide economic development incentives for Flower Mound's first hotel (now known as the Courtyard by Marriott Dallas Flower Mound) to be located at the River Walk at Central Park.

Later, on May 4, 2015, the Town approved a First Amendment to the Chapter 380 Agreement, to allow for additional time to commence construction on the hotel, extending the deadline to obtain a building permit from June 1, 2015 to September 30, 2015. The developer has performed within the terms of the agreement and obtained a building permit for the hotel by September 30, 2015. In conjunction with the First Amendment, a provision was added which requires the parking structure be complete prior to the issuance of a certificate of occupancy for the hotel.

Due to unforeseen construction and financing obstacles associated with the parking structure, construction was delayed, but is now well underway. The developer has requested an extension to April 1, 2018, in order to complete the parking structure, which would allow the Town to issue a Certificate of Occupancy for the new Courtyard Marriott hotel upon its completion, while the garage remains under construction. It is anticipated that the parking structure will be completed by early 2018; however, additional time is being provided to allow for weather delays and/or other circumstances outside of the developer's control. If the parking structure is not complete by April 1, 2018, the Town may terminate the incentive agreement.

Lastly, all incentive payments/rebates provided under the Chapter 380 Agreement will be placed on hold until such time as the parking garage is complete.

No other changes to the Chapter 380 Partnership Agreement are proposed.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
N/A	N/A

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

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

ATTACHMENTS:

1. 380 Agreement (Unavailable at the time of packet posting)

DRAFT MOTION: Move to approve Second Amendment to Chapter 380 Partnership Agreement with RMI River Walk Investors, LLP, and authorize the Mayor to execute same on behalf of the Town.

TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: September 18, 2017

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Consider approval of the first amendment to development agreement with RMI River Walk Investors, LP and authorization for Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is for approval of a first amendment to the Development Agreement (DA) for the River Walk Medical Park that outlines the timing and conditions for the parking structures provided in the original development design for the River Walk at Central Park. The current DA can be viewed online.

On November 1, 2010, the Town Council approved a site plan (SP05-10) for building 1 within the medical park subject to a DA for the parking structures to be built in future phases. In regards to building 107 (the hotel), the DA indicates that the developer shall build a parking structure on either lot 3, or 4, prior to the issuance of a certificate of occupancy (CO) for building 107.

On April 27, 2015, the Planning and Zoning Commission approved a site plan (SP15-0005) for the River Walk Courtyard Marriott hotel. On September 30, 2015, the permit was issued for construction of the hotel, which is almost complete.

On March 13, 2017, the Planning and Zoning Commission approved a site plan (SP16-0016) for the River Walk Medical Park Parking Garage on Lot 4. On August 21, 2017, the permit was issued for construction of the garage. Due to unforeseen construction and financing obstacles associated with the parking structure, site plan approval and construction was delayed. The garage is currently under construction.

In accordance with the DA, a CO cannot be issued for the hotel until the parking garage is finished. As of the drafting of this report, very few items remain for the hotel in order to meet the technical requirements for the issuance of a CO. It's expected that the hotel will technically qualify for a CO next week.

This item also has a companion Chapter 380 agreement on the agenda. The original Chapter 380 agreement mirrored the DA's restriction on CO issuance for the hotel until the garage is completed. The companion 380 amendment provides for an extension to complete the garage before a date certain.

The proposed amendment to the DA will allow issuance of a CO for the hotel while the garage is under construction. The developer is requested an amendment to both the DA and 380 agreements in order for the Town to issue a CO for the hotel upon its completion, while the garage is being built.

The developer is requesting to amend two sections of the DA related to the parking structures:

1. Section 3(B):
    - Current Language: Phase 2 (Building 105): Developer shall provide surface parking required to serve the building identified as Building 105 on Exhibit B in that area identified on Exhibit B as parking lot 4 prior to the issuance of a certificate of occupancy for Building 105; and

    - Proposed Language: Phase 2 (Building 105): Developer shall provide parking required to serve the building identified as Building 105 on Exhibit B within the property prior to the issuance of a certificate of occupancy for Building 105; and

The current language requires that surface parking must be provided on Lot 4 when building 105 is constructed. However, the garage is currently being built on Lot 4. This section of the DA must be amended in order to resolve the conflicting language.

2. Section 3(E):
    - Current Language: Phase 3C (Building 107): Developer shall provide parking required to serve the building identified as Building 107 on Exhibit B through the construction of a parking garage structure in the remaining area identified on Exhibit B as either parking lot 3 or 4, depending on which parking lot area was used to construct the parking garage structure to support Building 106, prior to the issuance of a certificate of occupancy for Building 107; and

    - Proposed Language: Phase 3C (Building 107): Developer shall provide parking required to serve the building identified as Building 107 on Exhibit B through the construction of a parking garage structure in the area identified on Exhibit B as parking lot 4. Prior to the issuance of a certificate of occupancy for Building 107 Developer shall commence construction of the parking garage structure; and

The proposed language identifies the lot where the garage is actually being built (Lot 4), and allows issuance of a CO for building 107 (the hotel) once construction of the garage has commenced.

The final amendment is to update ownership information.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town will implement any alternatives or options that are approved by the Council.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft Development Agreement
2. Parking Exhibit

DRAFT MOTION: Move to approve the first amendment to development agreement with RMI River Walk Investors, LP and authorization for Mayor to execute same on behalf of the Town.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (the "Amendment") is made and entered into this _____ day of September 2017, by and between the **Town of Flower Mound, Texas**, a Texas home-rule municipality ("Town"), and **RMI River Walk Investors, LP**, a Texas limited partnership ("Developer"). Town and Developer are hereinafter sometimes referred to individually as a "party" and collectively as the "parties."

W I T N E S S E T H:

WHEREAS, Town and Developer entered into that certain Development Agreement, dated November 1, 2010, and recorded as Instrument No. 2010-113740 in the Real Property Records of Denton County, Texas (the "Agreement"); and

WHEREAS, the Development Agreement affects certain property located in The River Walk at Central Park, which Property is more particularly described in the Development Agreement (the "Property"); and

WHEREAS, the Property is subject to the River Walk zoning ordinance, Town of Flower Mound Ordinance No. 46-08 (the "River Walk Ordinance"); and

WHEREAS, the Development Agreement anticipated the development of uses for the Property in certain phases of construction, which schedule and order of development have changed; and

WHEREAS, the Property has been re-platted and the number and location of proposed buildings and parking structures for the Property have changed; and

WHEREAS, the purpose of this Amendment is to provide for such changes; and

WHEREAS, these recitals are incorporated into and made a part of this Amendment for all purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Developer agree as follows:

1. Capitalized terms not otherwise defined in this Amendment will have the meanings given such terms in the Development Agreement.

2. The Property was replatted on May 11, 2015 (the "Date of Replat"). As of the date or Replat, the real property subject to the Development Agreement is described as the following, which shall constitute the *Property* for all purposes of the Development Agreement:

> Lot 8, Block A of THE RIVER WALK AT CENTRAL PARK 11/2010, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded as Document Number 2011-23 of the Plat Records of Denton County, Texas, and (ii) Lots 3R, 4R, 5R, 9R, 10R, 12, 13 and 14, Block A of THE RIVER WALK AT CENTRAL PARK 3/2015, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Document Number 2015-262 of the Plat Records of Denton County, Texas.

3. Section 3B of the Development Agreement is amended to read as follows:

"B. Phase 2 (Building 105): Developer shall provide parking required to serve the building identified as Building 105 on Exhibit B within the Property prior to the issuance of a certificate of occupancy for Building 105; and"

4. Section 3E of the Development Agreement is amended to read as follows:

"E. Phase 3C (Building 107): Developer shall provide parking required to serve the building identified as Building 107 on Exhibit B through the construction of a parking garage structure in the area identified on Exhibit B as parking lot 4. Prior to the issuance of a certificate of occupancy for Building 107 Developer shall commence construction of the parking garage structure; and"

5. Section 9 F. of the Development Agreement is amended by amending the address of the Owner, as follows:

"If to Owner: RMI River Walk Investors, L.P.
Attn: Daryn Eudaly
801 Hanover Dr., Suite 650
Grapevine, Texas 76051"

6. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

[Signatures follow on the next pages.]

EXECUTED as of the date first set forth above.

TOWN:

TOWN OF FLOWER MOUND, TEXAS

____
Thomas E. Hayden, Mayor

ATTEST:

____
Theresa Scott, Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____________, 2017, Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

____
Notary Public, State of Texas

DEVELOPER**:**

RMI RIVER WALK INVESTORS, LP

By: RMI River Walk Investors GP LLC,
a Texas limited liability company,
its General Partner

By:_______________________________________

Printed Name:_____________________________

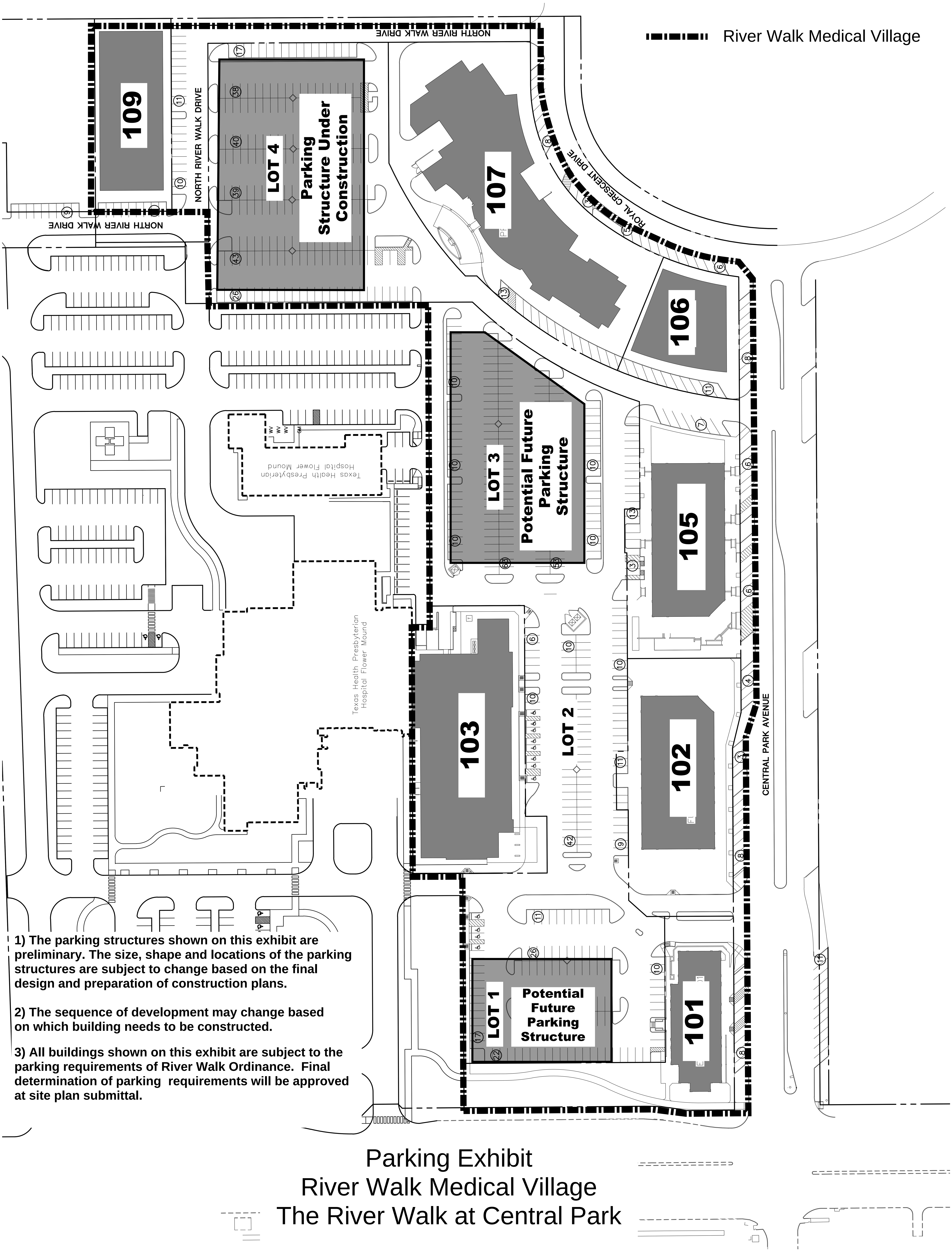
Its:_______________________________________

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of ____________, 2017, by ________________________, the ________________ of RMI River Walk GP LLC, a Texas limited liability company, which is the general partner of RMI River Walk Investors, LP, a Texas limited partnership, on behalf of said limited liability company on behalf of said limited partnership.

____
Notary Public, State of Texas

Attachment 2: Parking Exhibit



1) The parking structures shown on this exhibit are preliminary. The size, shape and locations of the parking structures are subject to change based on the final design and preparation of construction plans.

2) The sequence of development may change based on which building needs to be constructed.

3) All buildings shown on this exhibit are subject to the parking requirements of River Walk Ordinance. Final determination of parking requirements will be approved at site plan submittal.

Parking Exhibit
River Walk Medical Village
The River Walk at Central Park

Town Council Future Agenda Items

SCHEDULED	**9/21/2017**	Regular	Meeting date reserved for Town Council interviews with current board and commission members with upcoming term expiration dates, and new applicants.
	9/25/2017	Work Session	Joint work session with the Planning & Zoning Commission to include a presentation and discussion involving the Lakeside vision.
	9/26/2017	Regular	Meeting date reserved for Town Council interviews with current board and commission members with upcoming term expiration dates, and new applicants.
	9/28/2017	Regular	Tentative date reserved for Town Council interviews with current board and commission members with upcoming term expiration dates, and new applicants.
	10/2/2017	Consent	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 18, 2017.
		Consent	Consider approval of an ordinance vacating and abandoning the northern 6 feet of the existing 15 foot-wide utility easement located across the backyard of Lot 48, Block 38, of Belmont at Bridlewood Addition, which lot is more commonly known as 3913 Beacon Street. Belmont at Bridlewood Addition is generally located east of Bridlewood Boulevard and south of Waketon Road.
		Consent	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.
		Regular	Consider a request for a Development Plan (DP17-0003 – Traditions of Flower Mound) to develop a residential subdivision, and acceptance of cash in lieu of land in the amount of $33,694.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of $12,492.00. The property is generally located west of Old Settlers Road and north of Harris Road. (The Planning and Zoning Commission recommended by a vote of to at its September 25, 2017, meeting.)

SCHEDULED	**10/2/2017**	Regular	Public Hearing to consider a request for rezoning (ZPD17-0009 – Southpoint Addition) to amend Planned Development District No. 61 (PD-61) with Commercial District-2 (C-2) uses to modify the development standard related to the rear yard setback for all of Lot 1, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Enterprise Drive and north of Long Prairie Road. (The Planning and Zoning Commission recommended by a vote of to at its September 25, 2017, meeting.)
		Regular	Consider a request for a Site Plan (SP17-0009 - Enterprise Storage) to develop a miniwarehouse facility, with an exception to Section 98-147, "Topographical Slope Protection," of the Code of Ordinances. The property is generally located west of Enterprise Drive and north of Long Prairie Road. (The Planning and Zoning Commission recommended by a vote of to at its September 25, 2017, meeting.)
		Regular	Public Hearing to consider a request for rezoning (ZPD16-0013 – Traditions of Flower Mound) from Agricultural District (A) to Planned Development District No. 152 (PD-152) with Single-Family District-15 (SF-15) uses and with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Old Settlers Road and north of Harris Road. (The Planning and Zoning Commission recommended by a vote of to at its September 25, 2017, meeting.)
	10/16/2017	Presentation	Proclamation to the Flower Mound Chamber of Commerce in conjunction with Texas Chamber of Commerce Week
		Presentation	Recognition of National Night Out Neighborhood Winner and Poster Contest Winners
		Presentation	Presentation of Lifesaving Award to Engineer Chris Blair, Engineer Tim Mackling, Firefighter Eric Frias, Firefighter Ryan Hughes and Firefighter Scott Walley.
		Consent	Traffic Signal Detection Rehabilitation Purchase.
		Consent	Update School Zones for PD (4 Locations)
		Consent	FM 2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
		Consent	McKamy Creek Road Change Order 2 and Final Acceptance.
		Consent	Forest Vista Change Order 4 and Final Acceptance.
		Consent	Skillern Road Design

SCHEDULED	**10/16/2017**	Regular	Public Hearing to consider a request for rezoning (ZPD17-0011 - Timber Creek Medical Park) to amend Planned Development District-114 (PD-114) with Retail District-2 (R-2) and Office District (O) uses, to modify the development standards and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Long Prairie Road and south of College Parkway. (The Planning and Zoning Commission recommended by a vote of to at its October 9, 2017, meeting.)
	11/6/2017	Consent	Morriss-Gerault Phase II Design Award.
		Consent	Morriss Road Water Line Phase II Design Award.
	11/16/2017	Consent	2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.
		Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
	11/20/2017	Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	Fire Station #7 Design Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	12/4/2017	Consent	Heritage Park Phase IV Construction Award.
	12/18/2017	Consent	RFQ Selections for ADA Inspectors.
		Consent	SOQ Selections for Appraisers.
		Consent	Heritage Park Phase IV Testing Award.