

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**

9/8/2020

**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 Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PUBLIC COMMENT

To speak to Council during public comment, please fill out a [comment form](#).

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Farmer's Market regulations
4. Employee compensation FY20/21
5. Fire Station #7

G. FUTURE AGENDA ITEMS

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

H. COORDINATION OF CALENDARS

1. Board and Commission interviews scheduled for September 15 & 17
2. A regular meeting is scheduled for Monday, September 21

I. CONSENT ITEMS

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

1. Minutes 8/13- Consider approval of the minutes from a work session 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 August 13, 2020.
2. Minutes 8/17- 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 on August 17, 2020.
3. Utility Bill Bulletin Contract- Consider approval of Contract No. 2020-84-A with POC Packing N Shipping Inc. for the monthly Utility Billing Bulletin in the amount of \$18,144; and authorization for the Mayor to execute on behalf of the Town.
4. Vehicle Purchase - Police Tahoe K-9 Unit- Consider approval of the purchase of a new Chevrolet Tahoe Police Pursuit Vehicle, K-9 Application with Equipment (turn-key unit) per Town of Flower Mound Specifications and Vendor Quote from Holiday Chevrolet for Police Services in the amount of \$61,066.00.
5. PID Service and Assessment Plan/Roll- Consider and approve annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.
6. 3rd FY 19-20 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2019, and ending on September 30, 2020, as adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19 and No. 04-20 for adjustments to the General Fund, Stormwater Utility Fund, Community Development Block Grant Fund and COVID-19 Fund.
7. LISD Football Contract- Consider approval of the 2020 Lewisville Independent School District (LISD) for Contract with the Town of Flower Mound for law enforcement services.
8. Garden Ridge & Peters Colony CO1- Consider approval of a Change Order No. 1 for the construction of the Garden Ridge Boulevard Through Lane at FM 3040 & Peters Colony Road Roundabout projects, amending the contract with Reliable Paving, Inc., to provide for an increase to the contract in the amount of \$150,000.00; and authorization for the Mayor to execute same on behalf of the Town.

9. Chinn Chapel Playground- Consider approval of the purchase and installation of the 2019-20 Playground Replacements project, for Chinn Chapel Soccer Complex Playground, from Webuildfun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$149,051.25.
10. TxDot Advanced Funding Agreement- Consider approval of an Advance Funding Agreement, for Voluntary Local Government Contributions to Transportation Improvement Projects, with the Texas Department of Transportation (TxDOT) to pay for work associated with the US 377 widening project, in the amount of \$345,204.51; and authorization for the Mayor to execute the same on behalf of the Town.
11. CIP Amendment #4- Consider approval of Amendment No. 4 to the Fiscal Year 2019-2020 Capital Improvement Program.
12. Blue Ridge Trl Recon- Const Award- Consider approval of a Construction Agreement with Reliable Paving, Inc., for the Blue Ridge Trail Street Reconstruction project, in the amount of \$650,057.00; and authorization for the Mayor to execute same on behalf of the Town.
13. FM 2499 at Waketon Testing Award- Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the FM 2499 and Waketon Road Intersection Improvements project, in the amount of \$35,992.50; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEMS

14. Outdoor gatherings- Discussion regarding outdoor gatherings in excess of 10 people, in accordance with No. 5 of Executive Order GA-28
15. Caddo Reinvestment Zone- Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 2201 Spinks Road. (The Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and August 3, and again on August 17, meeting.)
16. Caddo Tax Abatement & Ch 380- Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Caddo Holdings, LLC, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and on August 3, and again on August 17, meeting.)
17. Z20-0001 - Fieldcrest Rd Residential- Public Hearing to consider a request for rezoning (Z20-0001 – Fieldcrest Road Residential) from Agricultural District (A) to Single-Family District-10 (SF-10), and consider adopting an ordinance for said amendment. The property is generally located on the south side of Fieldcrest Road south of Kales Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 24, 2020, meeting.)
18. RC20-0003 - Fieldcrest Addition- Consider a request for a Record Plat (RC20-0003 – Fieldcrest Addition) to create two residential lots with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located on the south side of Fieldcrest Road south of Kales Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 24, 2020, meeting.)

19. Town Manager Search- Consider approval of a recruitment agreement for services related to an executive search for the Town Manager and authorize the Mayor to execute same on behalf of the Town.

K. CLOSED MEETING

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

a. Consultation with Attorney.

1. Bradford Park Stormwater, Rippy Rd Improvements, including possible settlement related to same.
2. Lakeside Crossing Chapter 380 agreement.

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.

- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. Town Manager
- d. Discuss and consider appointment of Interim Town Manager, including job duties and responsibilities, and all matters incident and related thereto.
- e. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

L. RECONVENE TO REGULAR MEETING

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

M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: September 4, 2020, at 3:20 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: September 8, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a work session 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 13, 2020.

BACKGROUND INFORMATION: The Town Council held a work session 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 13, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL WORK SESSION; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

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

Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

with the following member absent:

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

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Kay Wilkinson	Budget Officer
Tammy Wilson	Executive Director of Financial Services
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Executive Director of Public Works
Andy Kancel	Police Chief

A. CALL WORK SESSION AND SPECIAL MEETING TO ORDER

Mayor Pro Tem Sharma called the work session and special meeting to order at 6:00 p.m.

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

Councilmember Bumgarner gave the invocation and led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 4100 Broadway	Jimmy's Departure; business in residential area

E. WORK SESSION ITEM

1. Hold a discussion and provide direction regarding the [FY 2020-2021](#) Proposed Budget, including Community Support funding.

Ms. Wallace or Ms. Wilkinson gave a presentation identifying or noting:

- Proposed budget background information

- Budget process
- 2021 budget assumptions
- Budget timeline
- How Flower Mound compares (benchmark cities)
- Financial goals
- Financial policy update
- 2020 Debt service and tax rate
- Strategic goals
- Changes since proposed budget
- Compensation/benefits
- General fund
- Prior year budget comparison
- Utility fund
- Water/Wastewater rates
- How Flower Mound compares (utility bill)
- Stormwater utility fund
- Special revenue funds
- Crime Control and Prevention District budget
- Fire Control, Prevention & Emergency Medical Services District budget
- Capital Improvement Projects (Streets, Signals, Parks, Water, Stormwater, Wastewater)
- Community support funding
- Next steps

and she, Mr. Stathatos, Ms. Wilkinson, or Chief Kancel, responded to comments or questions from Council regarding:

Budget:

- Clarification regarding what is meant by future debt
- Will any changes throughout the budget process be visible on line for the benefit of Council and the public
- Has staffing been cut in the interest of cost savings
- Clarification regarding what is driving the sales tax increase

Community Support Funding:

- What happened that the Flower Mound Community Orchestra did not submit their application
- Is the entire community support funding budget allocation being used
- Should the general budget be adjusted if the community support funding is less
- Why weren't some of the organizations granted what they asked for
- Has domestic violence risen in the county given the pandemic

There was Council discussion regarding:

Budget:

- Possibility of merit based increases based on those that performed above and beyond during the pandemic
- Interest in seeing the impact of Library staffing with one full time and one part time person
- Infrastructure and parks is a focus
- Whether or not funds above the 20% reserves should be used

Community Support Funding:

- For community support funding, there was Council consensus to have funding go to organizations that have COVID 19 related services (i.e. Children's Advocacy Center, Friends

of the Family, etc.). Additionally, keep the Police Department and Environmental Services proposed numbers.

F. ADJOURN WORK SESSION AND SPECIAL MEETING

Mayor Pro Tem Sharma adjourned the work session and special meeting at 7:43 p.m. on Thursday, August 13, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: September 8, 2020

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 August 17, 2020.

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 held on August 17, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL; PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 17TH DAY OF AUGUST 2020, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

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

Steve Dixon	Mayor
Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
Andrea Roy	Director of Economic Development
James Hoefert	Environmental Review Analysis
Kay Wilkinson	Budget Officer

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon called the regular meeting to order at 6:01 p.m.

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

Chaplain Mike Liles gave the invocation and Mayor Dixon led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 4100 Broadway	Thank Jim Engel
2.	David Johnson, 3617 San Paula	Public participation
3.	Tanner Wilson, 4925 Creekwood Dr	Bringing an ice rink to Flower Mound and draft prospect Cross Hanas
4.	Brit Stock, 4005 Rothschild Dr	Thanks to Jimmy/Cross Timbers Rotary Duck Derby

E. ANNOUNCEMENTS

Councilmember Bumgarner announced that *Clear the Shelter* is underway and he provided details regarding the event.

F. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
 - Morriss Rd @ Valley Ridge
 - Forest Vista Drive Reconstruction, Phase II
2. Economic Development projects:
 - Businesses that recently opened or coming soon
3. Financial Update

Ms. Wallace provided a financial update, particularly as it relates to sales tax revenue given the impact of COVID 19.

G. FUTURE AGENDA ITEMS

1. Councilmember Engel requested a future agenda item to talk about a possible change to the current allowed mix of 80% food to 20% non-food items for the Farmer's Market in the interest of getting them back open, as the owner indicated it was a factor in their closing. There was Council consensus to proceed with a future agenda item on the topic to discuss it, even if it's just a temporary exception.

H. COORDINATION OF CALENDARS

Mayor Dixon announced that the September 7th meeting has been cancelled due to the Labor Day holiday and the next meeting will be Tuesday, September 8th.

I. CONSENT ITEMS

1. 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 on August 3, 2020.
2. Consider approval of a resolution calling for a general election to be held November 3, 2020, for the offices of Town Council Member Place 2 and Town Council Member Place 5; establishing procedures for those elections; and providing an effective date.

RESOLUTION NO. 12-20

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE OFFICES OF TOWN COUNCIL PLACE 2, AND PLACE 5, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

3. Consider approval of a resolution authorizing the adoption of the 2020-2024 Consolidated Plan, 2020 Action Plan, and Citizen Participation Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 11-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE 2020-2024 CONSOLIDATED PLAN, PROGRAM YEAR 2020 ACTION PLAN, AND THE CITIZEN PARTICIPATION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE PLANS ON BEHALF OF THE TOWN AND SUBMIT THEM TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

4. Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$51,278.64, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.
5. Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2020; and authorization for the Mayor to execute same on behalf of the Town.
6. Moved to regular items.
7. Consider approval of a licensing agreement with TimeClock Plus.
8. Consider approval of a third amendment to a Tower/Ground Lease Agreement between the Town and AT&T located at 5701 Morriss Road.
9. Consider approval of the purchase of traffic signal cabinets, controllers, and traffic related products, in the estimated annual amount of \$100,000.00, from Cubic ITS, Incorporated, through the BuyBoard Cooperative Purchasing contract.

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1-5; 7-9, as presented in the agenda caption. Mayor Pro Tem Sharma seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

Motion passed

J. REGULAR ITEMS

6. Consider approval of a Consulting Agreement with Webb Management Services to conduct Phase II (Business Plan) of a feasibility study for a Cultural Arts Center.

Councilmember Pierson indicated he requested this item be pulled to have a discussion regarding if now is a good time to proceed with spending money for events, etc.

Ms. Roy provided background information regarding the item, including funding resources.

Councilmember Pierson moved to approve item 6, as presented in the agenda caption.
Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

Mayor Dixon opened items 10 – 12 at the same time.

10. Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.
11. Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.
12. Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.

Staff Presentation

Ms. Wallace or Ms. Wilkinson gave a presentation identifying or noting:

- Budget process
- 2021 budget assumptions
- Timeline and next steps
- How Flower Mound compares (benchmark cities)
- Financial goals
- Financial policy update
- 2020 debt service and tax rate
- Strategic goals
- Changes since proposed budget published
- General Fund
- Prior year budgets
- Utility fund
- Water/Wastewater rates
- How Flower Mound compares (utility bill comparison – benchmark cities)
- Stormwater utility fund
- Special revenue funds
- Crime Control & Prevention District budget
- Fire Control Prevention & Emergency Medical Services District budget
- Reminder: next steps
- Capital Improvement Projects

Mayor Dixon opened the Public Hearing for items 10, 11, and 12 at 7:01 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
Brit Stock, 4005 Rothschild	None	David Johnson, 3617 San Paula Dr

Mayor Dixon closed the Public Hearing for items 10, 11, and 12 at 7:05 p.m.

Administrative note: no action required on the budget items (10 – 12) at this time.

13. Public Hearing to consider an application for a tree removal permit (TRP20-0014) for Lot 2, Block B of the Legends Addition subdivision. The property is located at 3755 Legends Path. (The Environmental Conservation Commission recommended denial by a vote of 5-1-0 at its August 4, 2020, meeting).

Mr. Hoefert gave a presentation identifying or noting:

- Project information
- General and detailed location
- Specimen tree survey
- Approved subdivision tree survey
- Photo of tree

and he, or Mr. Meredith, responded to questions from Council regarding:

- Has the lot always been there and identified as a specimen tree originally
- What has changed with respect to their ability to build something now
- Clarification whether the mitigation rules apply
- When was the application for the development originally submitted
- Clarification that the tree before Council was not part of the original request and the previous seven were granted for removal
- Was there ever a time when this lot could have had a home built on it
- How many trees were there initially on the site

Mr. Meredith clarified what should and should not be considered from a legal perspective.

Applicant Presentation

Ron Stewart, McAdams, 111 Hillside Dr, Lewisville

Mr. Stewart gave a presentation identifying or noting:

- Background information, including their letter of intent
- Project history
- Arborist report and staff recommendation (Lot 2, Block B)
- Tree photographs

and he responded to questions from Council regarding:

- Would the tree situation have been disclosed to subsequent owners

Mayor Dixon opened the Public Hearing at 7:25 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	Roger Glass, 603 Kenyon Ct	None

Mayor Dixon closed the Public Hearing at 7:29 p.m.

Council Discussion

There was Council discussion regarding:

- How it would have been easier to make a decision at the initial time of development
- How the applicant knew it was going to be a problem initially

Deputy Mayor Pro Tem Forest moved to deny item 13 as presented. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

Motion passed (to deny)

14. Public Hearing to consider an ordinance for rezoning (ZPD20-0003 – Morriss Commons Lot 8) to amend Planned Development No. 84 (PD-84) with Retail District-2 uses, by adding new concept plans for Lot 8, Block 1, of the Morriss Commons Addition. The property is generally located west of Morriss Road and north of Flower Mound Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photographs
- Approved concept site plan, elevations, landscape plan
- Concept site plan

and she responded to questions from Council regarding:

- Clarification regarding if the amenity plaza is in conflict
- Are any other waivers or exceptions being requested from what was presented previously
- Has there been feedback from any other buildings/tenants

Mayor Dixon opened the Public Hearing at 7:52 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 7:52 p.m.

Deputy Mayor Pro Tem Forest moved to approve item 14 as presented. Councilmember Bumgarner seconded the motion.

ORDINANCE NO. 18-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 31-05, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 84 (PD-84) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 1.782 ACRES OF LAND AND BEING ALL OF LOT 8, BLOCK 1, OF THE MORRIS COMMONS ADDITION; BY ADDING CONCEPTUAL SITE PLAN, CONCEPTUAL ELEVATIONS, AND CONCEPTUAL LANDSCAPE PLAN 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 A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

15. Public Hearing to consider an ordinance for rezoning (ZPD20-0004 – Iron Den) to amend Planned Development No. 170 (PD-170) with Campus Industrial uses and personal training studio to modify development standards related to building permit submittal deadlines to make certain required site improvements. The property is generally located south of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- PD-170 approved concept plan, existing elevations
- Site photographs
- Deadline information

and she responded to questions from Council regarding:

- Can an exception be made for the rooftop equipment screening given it's been there so long
- What are the projections for the future façade improvements

Applicant Presentation

Joe Solinski, Iron Den, LLC

Mr. Solinski gave a presentation identifying or noting:

- Property history
- Photo of original condition of building when he bought it (2013), and 2020 condition
- Rooftop screen wall

- Proposed dates (for extension)

and he responded to the following questions from Council:

- Can the improvements with the trees on the empty lot be done sooner
- When was the building built
- When did the unit go on top of it

Mayor Dixon opened the Public Hearing at 8:06 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 8:06 p.m.

Council Discussion

There was Council discussion regarding:

- Interest in seeing some type of screening around the air condition unit
- Possibility of postponing the screening but introduce the landscaping buffer now for the vacant lot (Track 2) and tie it to a future application
- Clarification that the proposed motion:
 - o extends the date to October 1st per the discussion from P & Z for both items for Track 1
 - o Track 2 is based upon the application for that particular property

Mayor Pro Tem Sharma moved to approve as presented wherein considering the recommendation of the Planning and Zoning Commission for Track 1 for both the screening and the landscaping in the front and deferring the Track 2 requirement to the first development application on the property, and the work needs to be completed within 6 months of the application date. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 19-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 02-19, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 170 (PD-170) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 5.158 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NUMBER 692; BY MODIFYING DEVELOPMENT STANDARDS RELATED TO BUILDING PERMIT SUBMITTAL DEADLINES TO MAKE CERTAIN REQUIRED SITE IMPROVEMENTS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

16. Public Hearing to consider an ordinance granting Specific Use Permit No. 463 (SUP20-0005–Lakeside Crossing Building 5 (Smoothie King)) to permit a fast food restaurant with a drive-through window. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Concept site plan
- Site photos
- Originally approved site plan, landscape plan, hardscape plan, elevations
- Proposed SUP conditions

Mayor Dixon opened the Public Hearing at 8:20 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 8:20 p.m.

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

ORDINANCE NO. 20-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 463 (SUP-463) FOR A FAST FOOD RESTAURANT WITH A DRIVE-THROUGH WINDOW ON CERTAIN PROPERTY DESCRIBED AS 1.756 ACRES OF LAND AND BEING ALL OF LOT 5, BLOCK A, OF THE LAKESIDE CROSSING AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) WITH BOTH RESIDENTIAL AND NON-RESIDENTIAL USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

17. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0011 – Underground Utilities) by eliminating Section 90-423 entitled “Underground Utilities,” of the Town's Code of Ordinances, and amending Chapter 82 entitled “Development Standards” by adding a new Article VII entitled “Underground Utilities” to create new definitions and standards for underground utilities within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

Staff Presentation

Mr. Dalton gave a presentation identifying or noting:

- Executive summary
- History
- List of exceptions
- Feedback from providers
- Next steps

and he responded to the following questions from Council:

- Clarification regarding the utility provider authority
- Clarification regarding what the ordinance does and associated examples
- Small versus large development exceptions

Mayor Dixon opened the Public Hearing at 8:30 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 8:30 p.m.

Council Discussion

There was Council discussion regarding:

- How the Ordinance basically cleans up the code and clarifies expectations

Councilmember Bumgarner moved to approve item 17 as presented. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 21-20

AN ORDINANCE OF TOWN COUNCIL THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 90, "SUBDIVISIONS" OF THE TOWN'S CODE OF ORDINANCES, BY ELIMINATING SECTION 90-423 "UNDERGROUND UTILITIES;" AMENDING CHAPTER 82 "DEVELOPMNET STANDARDS" AND BY ADDING ARTICLE VII "UNDERGROUND UTILITIES;" PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

18. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0003 – Informational Sign Requirements) by amending Chapter 78 entitled "Administration" and Chapter 94 entitled "Trees," of the Town's Code of Ordinances to update the requirements and process for posting informational signs on subject properties. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Previous discussion
- Examples
- Feedback from P & Z
- Proposed criteria
- Example ZPD
- Example Tree Removal Permit
- Application fees

and she responded to the following questions from Council:

- Clarification that the \$200 cost is per sign
- The need to address advanced posting of the sign as it relates to tree removals, and an associated reasonable lead time

- Interest in having signs for Master Plan amendments as well

Mayor Dixon opened the Public Hearing at 8:57 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 8:57 p.m.

Council Discussion

There was Council discussion regarding:

- Possibility of the logo color of green for the tree removal sign

Deputy Mayor Pro Tem Forest moved to approve as presented, and that tree removal signs must be posted 15 days prior to the Environmental Conservation Commission meeting. Mayor Pro Tem Sharma seconded the motion.

ORDINANCE NO. 22-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 78, "ADMINISTRATION," OF THE TOWN'S CODE OF ORDINANCES, SECTION 78-1, "APPLICATION FEES," TO CREATE STANDARDS FOR THE PAYMENT OF FEES IN RELATION TO DEVELOPMENT PROJECTS; AMENDING SECTION 78-152 "INFORMATIONAL SIGNS," TO UPDATE THE PROVISIONS GOVERNING THE CONTENT AND POSTING OF INFORMATIONAL SIGNS; AMENDING CHAPTER 94, "TREES," OF THE TOWN'S CODE OF ORDINANCES, SECTION 94-34, "TREE REMOVAL PERMITS," TO UPDATE THE PROVISIONS GOVERNING THE CONTENT AND POSTING OF TREE REMOVAL PERMIT SIGNS; AMENDING APPENDIX A, "FEE SCHEDULE," TO PROVIDE A FEE OF \$200.00 FOR A PUBLIC NOTICE SIGN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

19. Consider approval of a Construction Agreement with Quality Excavation, LLC, for the FM2499 and Waketon Road Intersection Improvements project, in the amount of \$1,136,463.60; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Wallace provided background information about the item and noted it's on the agenda because of the double comma rule.

Deputy Mayor Pro Tem Forest moved to approve item 19 as presented. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

Mayor Dixon opened items 20 – 21 at the same time.

20. Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 2201 Spinks Road. (The Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and August 3, 2020, meeting.)
21. Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Caddo Holdings, LLC, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and August 3, 2020, meeting.)

Councilmember Engel moved to postpone items 20 and 21 to September 8, 2020. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

K. BOARDS/COMMISSIONS

Discuss and consider Outstanding Citizenship Award program and selection criteria.

Ms. Scott gave a presentation identifying or noting:

- Background information
- Program purpose and criteria
- Nominations process
- Selection committee
- Selection process

and she responded to questions from Council regarding:

- How does the Town get the word out to the community

Council Discussion

There was Council discussion regarding:

- The current selection process

There was Council consensus to incorporate the following changes to the Outstanding Citizenship Award program:

- Increase the number of committee members to 9, with 3 of those individuals being external from a non-profit organization and appointed by Council for a one-year term;
- Rotate the individuals from the non-profit organizations to the extent possible;
- Utilize nonprofit organizations that are receiving community support funding from the Town and located in Flower Mound, in addition to the current nonprofits being used;
- Revise the application to capture demonstratable works of the nominee;
- Add a youth category.

L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 9:22 p.m. on August 17, 2020, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 10:50 p.m. on August 17, 2020, to take action on the items as follows:

a. Consultation with Attorney.

1. Bradford Park Stormwater and Rippy Rd Improvements

No action taken.

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

Deputy Mayor Pro Tem Forest moved that the Town Council of the Town of Flower Mound authorize the use of the power of eminent domain to acquire in fee simple the right-of-way described in a Resolution, as presented, specifically:

• A 0.3715 acre parcel as permanent right-of-way, more fully described in Exhibit A to the Resolution;

• A 0.2437 acre parcel as permanent right-of-way, more fully described in Exhibit B to the Resolution; and

• A 0.3024 acre parcel as permanent right-of-way, more fully described in Exhibit C to the Resolution;

for public use in construction and maintenance of roadway and stormwater improvements for Rippy Road, and I further move to adopt a Resolution, as presented. The first record vote on this motion applies to all units of property to be condemned. Councilmember Pierson seconded the motion.

RESOLUTION NO. 13-20

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF OBTAINING FEE SIMPLE TITLE TO APPROXIMATELY 0.3715 ACRES OF PROPERTY LOCATED AT 4821 RIPPY ROAD, 0.2437 ACRES OF PROPERTY LOCATED AT 4841 RIPPY ROAD, AND 0.3024 ACRES OF PROPERTY LOCATED AT 4861 RIPPY ROAD, IN FLOWER MOUND, DENTON COUNTY, TEXAS, AS RIGHT-OF-WAY NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY AND STORMWATER IMPROVEMENTS FOR RIPPY ROAD, AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW.

VOTE ON MOTION:

AYES: BUMGARNER, FOREST, PIERSON

NAYS: SHARMA, ENGEL

Motion passed

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

No action taken.

- d. Discuss and consider the recruitment process for a Town Manager and Interim Town Manager, and all matters incident and related thereto.

No action taken.

N. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 10:53 p.m. on Monday, August 17, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

**TOWN COUNCIL AGENDA ITEM NO. 3****CONSENT ITEM**

DATE: September 8, 2020

FROM: Molly Fox, Director of Communications

ITEM: Consider approval of Contract No. 2020-84-A with POC Packing N Shipping Inc. for the monthly Utility Billing Bulletin in the amount of \$18,144; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: Solicitation No. 2020-84-A for printing of Utility Billing Bulletins with specifications was issued for an annual contract with (4) one-year renewal options. A total of (6) six submittals were received. An evaluation committee consisting of representatives from the Communications Department and Purchasing Division independently evaluated and scored the bids against a set of criteria including:

1. Past experience with the Town of Flower Mound
2. References
3. Pricing
4. Meeting all criteria in Request for Qualifications (RFQ)

Based upon this, the highest scoring bidder, POC Packing N Shipping Inc. was selected as the Best Value Bidder at an estimated annual expenditure of \$18,144.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$18,144

Proposed Expenditure/(Revenue):	Account Number(s):
\$18,144	100-670-71000-5200

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

LEGAL REVIEW: The Town's standard form documents, prepared by of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this contract. No alteration to the legal content of this form document was made in preparation of this contract.

ATTACHMENTS:

1. Contract No. 2020-84-A

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and POC Packaging N Shipping, Inc. dba PPS ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Printing of Utility Billing Bulletins Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of the Contract Pricing and Criteria. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
26. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Bart Dolley
 Title: President
 Company Name: Poc ~~Box~~ Packing + Shipping Inc
 Address: 1901 Long Prairie Rd #210
 City, State, Zip: Flower Mound TX 75022
 DBA: PPS

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

27. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
28. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

By: Bart Dolley
 Name: Bart Dolley
 Title: President

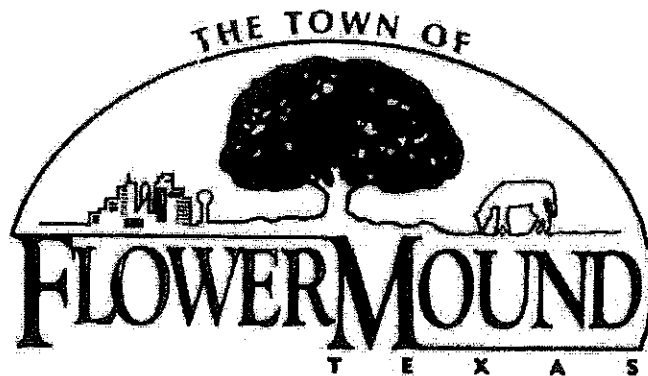
Date: 8-12-20

TOWN OF FLOWER MOUND, TEXAS

By: _____

Mayor Steve Dixon

Date: _____



www.flower-mound.com

2020-84-A

Printing of Utility Billing Bulletin

Issue Date: 4/3/2020

Response Deadline: 5/3/2020 11:00 AM (CT)

Contact Information

Contact: Marquita Shamlin Buyer

Address: Purchasing

Town Hall

2121 Cross Timbers Road

Flower Mound, TX 75028

Phone: (972) 874-6006

Fax: (972) 874-6478

Email: marquita.shamlin@flower-mound.com

**Town of Flower Mound, Texas
Bid Certification Form
Best Value Bid No. 2020-84-A Printing of Utility Services**

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: POC Packing N Shipping Inc. DBA is PPS

Principal Place of Business Address: 1901 Long Prairie Rd, Suite 210

Principal Place of Business City, State, Zip: Flower Mound TX 75022

Principal Place of Business Phone Number: 972-539-5826

Principal Place of Business Fax Number: 972-539-5827

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 1-87-0717540-4

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number.

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

[Signature] 5-20-2020
Signature Date

Bart Valley
Printed Name

President
Title

PPS@FMPPS.com
Email Address

Supplier InformationCompany Name: PPS Personal Print ServicesContact Name: Bart DailuyAddress: 1901 Long Prairie Rd
Suite 210
Flower Mound TX 75022Phone: 972-539-5826Fax: 972-539-5827Email: PPS@FMPPS.com**Supplier Notes**

1. Letter Size page: 1 sided black 20lb stock - (3.5¢ per 1,000)

2. Letter Size page: 1 sided, full color 20lb stock - (12¢ per 1,000)

3. 1/3 of Ltr-size page - 1 sided, black/white 20lb - (1.2¢ per 1,000)

4. 1/3 of Ltr-size page - 1 sided, full color 20lb - (4¢ per 1,000)

5. 1/3 of Ltr-size page - 2 sided, black/white 20lb (2¢ per 1,000)

6. 1/3 of Ltr-size page - 2 sided, full color 20lb (8¢ per 1,000)

* References: We have printed for the Town of Flower Mound
for 8 years.

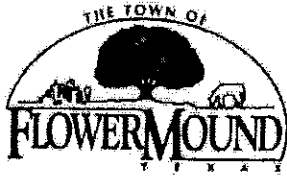
By submitting your response, you certify that you are authorized to represent and bind your company.

Bart Dailuy

Print Name



Signature



My Flower Mound

Town News and Events

2121 Cross Timbers Road • 972.874.6000 • www.flower-mound.com

May 2019

Flower Mound Named No. 1 'Safest City in Texas'

Flower Mound is the No. 1 "Safest City in Texas," according to a study by SafeHome, a research organization which studies home security equipment and monitoring plans. Researchers calculated safety scores by ranking 65 Texas communities with populations of at least 50,000 using the latest FBI crime data, population, and citizen-to-officer ratio. Flower Mound scored an impressive 90.42 and was recognized as one of the safest cities in the U.S. and the only Texas city in the top fifth percentile. Check out the full study at <https://www.safehome.org/safest-cities/tx/>.



Stone Creek Park Upgrades Complete

The TREE-mendous upgrades to Stone Creek Park, located at 1400 Fuqua Drive, are complete! The park is home to a treehouse-themed playground and boasts a new umbrella-shaded play structure for 2-5 year olds, and another for 5-12 year olds. Park-goers will also enjoy a seesaw, music panels, swings, benches, and green grass-like synthetic turf. For the first time at a Flower Mound park, the community can enjoy playing "Biba," a digital game you can install on your smart phone. Through multiple scenarios on the Biba app, kids can explore the playground equipment and use their imagination to complete various tasks. Directions for how to use Biba are posted at the park.

Learn more about this park and others in Town by checking out the interactive parks map at www.flower-mound.com/parksdirectory.



Heritage Park Splash Pad Now Open for Summer

The Splash Pad at Heritage Park officially opened for the summer on Wednesday, May 1. The splash pad, located at 600 Spinks Road, will be open daily from 9 a.m. to 8 p.m. through Monday, September 30. For splash pad rules and more information, please visit www.flower-mound.com/splashpad.



Kid Fish Returns to Rheudasil Park June 1

Come reel in the big ones! Our popular Kid Fish event has returned and will be held from 9 a.m. to noon on Saturday, June 1 at Rheudasil Park, 2401 Lake Forest Boulevard. The event is free for children ages 16 and younger.

Rheudasil Pond will be stocked with more than 500 pounds of catfish just in time for the event. Rod, reel, and bait are provided, or you can bring your own! Prizes will be awarded in several categories. For more information, please call 972.874.7275.



Urban Craft Co. Coming Soon

Urban Craft Co., a do-it-yourself workshop, is coming soon to Flower Mound! Located at 2311 Cross Timbers Road, Urban Craft Co. offers hands-on classes to create custom wood signs, canvas pillows, 3D/metal wood signs, glass etching, and much more. The BYOB workshop lets guests choose what project they want and create, sip, and socialize at their own pace. An opening date has not been announced yet. Continue to check back on www.flower-mound.com for updates.



TOWN OF FLOWER MOUND

INDEPENDENCE *Fest* 2019

CHILDREN'S *Parade*

THURSDAY, JULY 4 AT 10 A.M. LINE-UP BEGINS AT 9:30 A.M.

Timber Creek Elementary, 1900 Timber Creek Road

EVENING PROGRAM & *Fireworks*

THURSDAY, JULY 4, 5 P.M. TO 10:30 P.M.

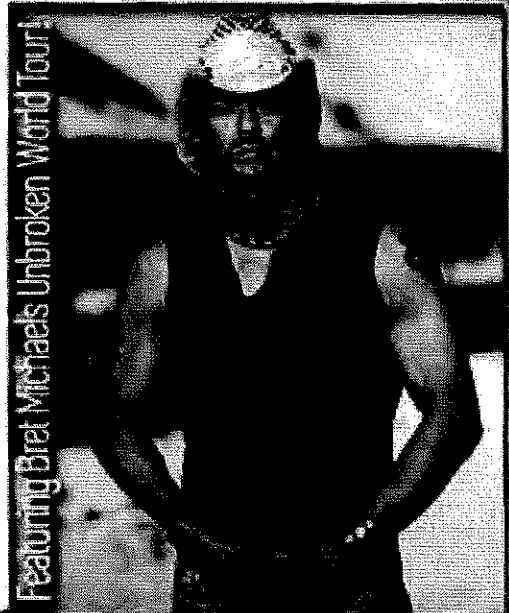
BAKERSFIELD PARK, 1201 DUNCAN LANE

Featuring Breaking Southwest at 5 p.m.,

Le Freak at 6:15 p.m., and

Bret Michaels Unbroken World Tour at 8:15 p.m.

FIREWORKS BEGIN AT APPROXIMATELY 9:50 P.M.



Visit the festival website, or call 972.874.6300, for more information, including details of shuttle and offsite parking, sponsorship opportunities, and volunteer information.

KID'S ZONE *Sponsor*
CoServ

PREMIER *Sponsors*



TheLeader
by STARRIS



LISD



FAMILY HEARING
PRACTICE

FIREWORKS *Sponsor*



Debra Duffy DDS
Helping kids LOVE dentistry!

MAIN STAGE *Sponsors*



CornerStone
Staffing



REPUBLIC
SERVICES

DURHAM
CHARTER

BUD
LIGHT

Reddylce

WWW.FLOWER-MOUND.COM/festival

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1431, 60th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.003(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

None2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of this questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

8/10/2020
Date

Adopted 05/29/2007



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 8, 2020

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of a new Chevrolet Tahoe Police Pursuit Vehicle, K-9 Application with Equipment (turn-key unit) per Town of Flower Mound Specifications and Vendor Quote from Holiday Chevrolet for Police Services in the amount of \$61,066.00.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of one (1) new 2020 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with K-9 Application and Equipment per Town of Flower Mound Specifications and Vendor Estimate #28635 in the amount of \$61,066.00 from Holiday Chevrolet through Tarrant County Contract 2019-014. This is being purchased to replaced Police K-9 Unit 43500-49 that was deemed totaled by Texas Municipal League (TML) insurance. Kay Wilkinson, Budget Officer, confirmed the TML insurance payment check was received by the Town and deposited into the Vehicle Equipment Replacement Fund (VERF) Account.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$61,066.00

Proposed Expenditure:	Account Number(s):
\$61,066.00	565-450-84500-6130

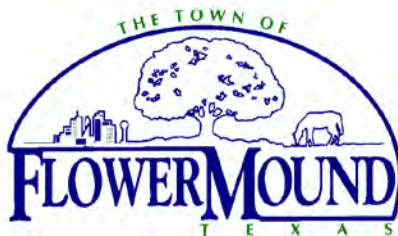
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Supervisor's Bid Award Recommendation for Vehicle
2. Quote – Estimate #28635
3. Town of Flower Mound Specifications

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



Bid Award Recommendation

Date: 8/14/2020

Description: **New 2020 Chevrolet Tahoe PPV, K-9 Application w/ Equipment**

Qty.: 1

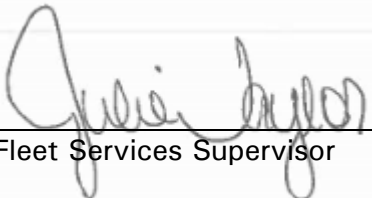
Replaces: Unit 43500-49 2017 Chevrolet Tahoe K-9 Application (Totaled)

Bidder: Holiday Ford and Holiday Chevrolet (DBA: Johnson Grayson Automotive, Inc.)
Mike Hewitt – mike@defendersupply.com – 903.564.5641
Estimate #: 28635

Item: New 2020 Chevrolet Tahoe PPV, K-9 Application w/ Equipment (turn-key unit)
Per TOFM Specs

Total w/ Options: \$61,066.00

It is Fleet Services recommendation to award the bid to **Holiday Ford and Holiday Chevrolet (DBA: Johnson Grayson Automotive, Inc.)** in the amount of **\$61,066.00** utilizing the **Tarrant County Cooperative Contract # 2019-014.**



Fleet Services Supervisor

8/14/2020

Date

**Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)**

1009 Highway 82 W
Whitesboro, TX 76273

Page 39 of 211

Date	8/11/2020
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower...
Estimate #	28635

Description	Location	Qty.	Ext. Price
** Pricing Per Tarrant County Cooperative Contract # 2019-014 **			
K9 Tahoe			
2020 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight)		1	33,574.00
BLACK Exterior			
6E2 Keyed Alike AMF 6 Sets of Keys/FOBs Rear Windows, Doors, Locks, Handles, INOP, 6N5, 6N6.			
Ice chains for 265/60/R17 tires		1	191.00
Window Tint - For Two Front Windows, Madico Onyx 55%		1	79.00
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		1	287.00
Whelen LED 8 Degree Spotlight Replacement		1	159.00
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	69.00
2 Year Texas State Inspection Certificate		1	7.00
Vehicle Dealer Prep		1	130.00
Disable Rear Door Window Switches, Door Locks and Door Handles - Tahoe		1	145.00
Troy Console, 2015-20 Tahoe 16" Wide body console w/ open storage; 7" slope/ 9" level		1	449.00
Faceplates:			
Cencom Motorola APX6500 Radio - 2 Piece			
Panel with cut-out for OEM port		1	75.00
Troy Internal Beverage Holder w/Rubber Fingers		1	38.00
Troy faceplate w/ (1) USB port and (2) 12VDC plugs		1	42.00
Troy Computer Mount, Side Clevis		1	315.00

Final sale amount may be subject to state and local sales tax.
PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipme...

SIGNATURE

**Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)**

1009 Highway 82 W
Whitesboro, TX 76273

Page 40 of 211

Date	8/11/2020
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower...
Estimate #	28635

Description	Location	Qty.	Ext. Price
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)		1	444.00
Havis K9 Transport BLACK, 2015-2020 Chevrolet Tahoe		1	1,779.00
Havis K9 Transport Water Bowl Option		1	49.00
K9 Transport Air circulation fan Option		1	135.00
K9 Hot-N-Pop® PRO Temperature Alarm & Door Opening System Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster.		1	1,534.00
WNDGD,INT,KIT,K9,OPT,W-FAN,		1	337.00
K9 Transport Long Range Remote Pager Option with Dual Band Antenna for Acek9 Heat Alarm And Hot-N-Pop Units		1	441.00
INNER EDGE FST WC 10-LT TAHOE	Front Visor	1	781.00
Whelen Cencom Carbide Siren & PA Amplifier with Light Control Module with CANport™ OBDII Interface with Traffic Advisor™ Module.		1	732.00
Whelen Cencom Carbide Siren & PA Amplifier & Light Control Head - Includes 3 Section Control Head and 21 Push-Buttons, 4-Position Slide Switch, Microphone with Extension Cable, No Charge When Purchased with Amplifier Control Module. OBDII Module for Chevy Tahoe		1	0.00
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker		1	149.00
Whelen Universal "L" Shape Siren Speaker Bracket		1	23.00
Carbide Expansion Module		2	244.00
Federal Signal hideaway light - BLUE/WHITE split	Reverse Lights	2	152.00
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes	Sideview Mirrors	2	278.00
Whelen Trio Color Linear ION Red/Blue/White		10	890.00
Whelen Inner Edge 8 Lamp Interior Light Tray, Duo RA/BA	Rear Glass	1	771.00
TRACER TRIO 5-LAMP HOUSING	Running Boards	2	1,714.00
Whelen Tracer Mounting Kit for 2015+ Chevrolet Tahoe 9C1		2	76.00
Whelen Low Frequency Howler Siren System programmed to run 60 seconds		1	443.00

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Vehicle and Emergency Equipme...

SIGNATURE

**Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)**

1009 Highway 82 W
Whitesboro, TX 76273

Page 41 of 211

Date	8/11/2020
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower...
Estimate #	28635

Description	Location	Qty.	Ext. Price
Whelen Howler Bracket - 2017+ Tahoe ***PLEASE INCLUDE REQUIRED PART #s WH-SAK63D AND WH-SAK63P***		1	0.00
Whelen Behind the Grill Siren Speaker Bracket - 2017+ Tahoe, Driver Side *****MUST INCLUDE SAK63P IF INSTALLED W/ HOWLER*****		1	23.00
Whelen Behind the Grill Siren Speaker Bracket - 2017 Tahoe, Passenger Side *****MUST INCLUDE SAK63D IF INSTALLED W/ HOWLER*****		1	23.00
Whelen LED Flush Mount Compartment Light in Red & White		4	236.00
Clear Fresnel Lens w/ White LED & Red LED Night Light Dome Light	Front Cabin	1	55.00
Zebra - Hardwire Auto Charge Cable for the TC75 Vehicle Cradle		1	116.00
Streamlight SL-20L LED Flashlight		1	102.00
90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	132.00
SafeStop for 2015+ Tahoe		1	118.00
Stalker DSR 2X - "Ka" Band - Front & Rear Antenna Moving Radar Unit with Remote.		1	3,412.00
Applied Concepts, Stalker, 24 Month Extended Warranty		1	449.00
Motorola APX4500 Cables, complete cable sets		1	61.00
HAF4013A Motorola Antenna (762-870 mHz)		1	48.00
Mobile Power Cable, 20ft, 10 AWG		1	40.00
Power cable plus speaker outs for Motorola XTL 5000		1	75.00
7.5W Motorola radio speaker - NOT FOR STOCK		1	70.00
17' remote cable		1	69.00
7.5W Motorola radio speaker -		1	97.00
Power Cable for Cradlepoint COR IBR900		1	349.00
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	14.00
AFM 835 700-800 whip		1	18.00
Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		3	84.00
Jotto Desk Magnetic Mic Clip		1	1,219.00
Setina Rear Storage Box, Dual Drawer with Key Lock			

Final sale amount may be subject to state and local sales tax.
PLEASE NOTE: Once this estimate has been approved, either
by signature on this form, written approval referencing the
estimate number or the issuance of purchase order, any changes
or cancellations of parts made by the customer are subject to a
25% restocking fee. Any additional customer-requested
parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipme...

SIGNATURE

**Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)**

1009 Highway 82 W
Whitesboro, TX 76273

Page 42 of 211

Date	8/11/2020
Estimate By	Mike Hewitt
	mike@defendersupply.com
	(903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower...
Estimate #	28635

Description	Location	Qty.	Ext. Price
Design & Installation of Graphics for Customer's Department-Graffix Shoppe		1	534.00
Professional Installation of Graphics by Defender Supply		1	150.00
Red or Green Rocker Switches for 3SR Dome Light Activation		2	5.00
Shipping of Above Emergency Parts for Upfit		1	103.00
Misc. Shop Supplies		1	77.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	375.00
Installation of Above Equipment abd Below Customer Supplied Items		1	5,829.00
Cradlepoint Cradlepoint Cables Motorola APX6500 Axon Fleet 2 Stalker Tahoe Antenna Mount Stalker Tahoe Display Mount			
Removal of Below Items:		1	651.00
Cradlepoint COR IBR900 APX 6500 Radio and Related Stalker Mounts			

Final sale amount may be subject to state and local sales tax.
PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipme... \$61,066.00

SIGNATURE _____

Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.:

Revised: August 6, 2020

**ITEM: New Vehicle 1/2 Ton Pursuit rated
Police pkg. SUV, 4-door, 2 wheel drive
(TOFM vehicle replacement program)**

FUNCTION: Pursuit Application Vehicle. Public Safety unit with rear cargo area for transporting various types of equipment.

DESCRIPTION: (The following should be interpreted as examples only, for the type of vehicle requested. It is not the intent of the Town of Flower Mound to exclude any vehicle which meets or exceeds the required specifications in this bid.)

Example:

Chevy Tahoe (police pursuit rated)

NOTE:

Bidder MUST indicate: 'Yes' unit bid meets or exceeds the minimum required specification, or 'No' unit bid does not meet or exceed the minimum required specification listed. Failure to do so could result in disqualification of bid.

ATTENTION:

It is the intent of the Town of Flower Mound to satisfy the requirements set forth by the EPA (Environmental Protection Agency) whenever purchasing new vehicles and/or equipment.

Bidder / Flower Mound

Y/N Y/N

☒ Y__ 1. Unit bid is EPA LEV (Certified Low Emissions Vehicle).

☒ Y__ 2. Unit bid is an E-85 flex-fuel vehicle. (FFV not required for this application.)

DRIVE TRAIN

Bidder / Flower Mound

Y/N Y/N

☒

Y__

1. Engine: Gasoline, minimum 3.5L or equal

State engine size bid: 5.3LFlex-Fuel: ☒ Yes ___ No☒

Y__

2. Automatic Transmission

☒

Y__

3. Fuel tank: min. 20 gal.

☒

Y__

4. Dual Heavy duty battery

☒

Y__

5. Power Anti-lock Braking System, 4-wheel Disc

☒

Y__

6. Rear wheel drive

TIRES AND WHEELS**Bidder / Flower Mound**

Y/N Y/N

☒

Y__

1. Tires: Radial highway, all season

☒

Y__

2. Full size spare tire with jack

☒

Y__

3. Matching full size spare tire/wheel

Y__

4. Ice/Snow cables (1 set, for 2 tires) per the tire size bid

CAB & EQUIPMENT**Bidder / Flower Mound**

Y/N Y/N

☒

Y__

1. Power Steering

☒

Y__

2. Tinted glass – Front Driver/Passenger 30% Madico Onyx (rear factory darkness)

☒

Y__

3. Intermittent wipers

☒

Y__

4. Exterior Paint: Black

☒

Y__

5. Seats: Cloth Front lowback (bucket) seats

☒

Y__

6. Rear fold down seat, (preferred 60/40 split)

- ☒ Y__ 7. Air Conditioning
☒ Y__ 8. Radio: Standard AM / FM w/CD player
☒ Y__ 9. Rear Window Defroster
☒ Y__ 10. Interior cargo area.
 Preferred width: min. 74".
 State width of unit interior bid: 74"
 Preferred cargo volume: min. 27 cu.ft.
 State cargo volume of unit bid: 27 cu ft
- ☒ Y__ 11. Rear window washer and wiper
☒ Y__ 12. Power windows (with inoperative rear window switches)
☒ Y__ 13. Power door locks (with rear door locks and handles inoperative)
☒ Y__ 14. Power Driver/Passenger Mirrors
☒ Y__ 15. Front and Rear: Full black rubber floor covering (no floormats).
☒ Y__ 16. Interior: Dark gray or equivalent dark interior
☒ Y__ 17. Keyless entry
☒ Y__ 18. Three (3) sets of keys (Must be included at time of vehicle delivery)
☒ Y__ 19. All vehicles keyed alike (6E2 or 6E8 Key Common)
☒ Y__ 20. Rear lift hatch
☒ Y__ 21. 1 - Vehicle spotlight/post and door mount (LED), located on the driver side only.
☒ Y__ 22. Tow Hitch / Package
☒ Y__ 23. 6J7 Flasher System (Headlamp and Tailamp)
☒ Y__ 24. Bluetooth

OTHER EQUIPMENT

Bidder / Flower Mound

Y/N Y/N

- ✓ Y__ 1. Running boards, full length.
- ✓ Y__ 2. Pursuit Package (Law Enforcement Emergency Vehicle Package) to include but not limited to: engine and transmission cooling package, increased electrical power and heavy duty suspension.)
- ✓ Y__ 3. Vehicle State Inspection when delivered (2 year certificate)

ATTENTION: *

ALL ITEMS LISTED UNDER "EQUIPMENT OPTIONS" BELOW WILL BE INCLUDED IN THE OVERALL COST AND MAKE READY OF THE REQUESTED VEHICLE SPECIFICATION AS PART OF THE FINAL UNIT. ALL PRICING AND INSTALLATION CHARGES MUST BE INCLUDED IN THE OVERALL COST OF EACH UNIT.

EQUIPMENT OPTIONS:

Manufacturer brands and model numbers listed are to be interpreted as 'preferred'. Any equivalent bid must be an exact replacement for preferred Mfg. brand and model number.

*The following items will be included as Options. The listed Mfg. brand or a manufacture equivalent will be required. If an equivalent is named it must be approved by the Town of Flower Mound Chief of Police or his designee.

Interior*EACH****Bidder / Flower Mound**

Y/N Y/N

- | | | | |
|---|-----|---|----------------------|
| ✓ | Y__ | (1) Troy Standard Width Console 16"
Part # CC-F-THOS-16 | \$ 524 ⁰⁰ |
| ✓ | Y__ | (1) Troy Products Bev Holder #AC-INBHG | \$ 38 ⁰⁰ |
| ✓ | Y__ | (1) Troy console bracket for USB and 12v | \$ 42 ⁰⁰ |
| ✓ | Y__ | (1) Troy Computer Mount Side Clevis
Part # CM-SDMT-SLS-HAV | \$ 315 ⁰⁰ |
| ✓ | Y__ | (1) Havis Docking Station for Dell Rugged | \$ 444 ⁰⁰ |

Part#DS-DELL-405

<u>Y</u>	Y__	Havis Transport Insert - Black Part# KK-K9-C23-K	\$ <u>1028</u>
<u>Y</u>	Y__	(1) Havis Small Aux. Fan Part# KK-K9-FAN	\$ <u>135⁰⁰</u>
<u>Y</u>	Y__	Havis Door Popper System Part# KK-K9-DP-3000-H	\$ <u>1534⁰⁰</u>
<u>Y</u>	Y__	Havis Door Popper Remote Part# KK-K9-HA-RBM-TG	\$ <u>Included</u>
<u>Y</u>	Y__	(2) Havis 10" Window Fan Part# WGI-FAN (both doors)	\$ <u>337⁰⁰</u>
<u>Y</u>	Y__	Havis Ace K-9 Hot Pop PRO Part# K9-A-201	\$ <u>Included</u>
<u>Y</u>	Y__	Havis Long Range remote Pager Option Part# K9-A-303	\$ <u>441⁰⁰</u>

Total price for above "Interior" items:

\$ 5638⁰⁰***Lighting****Bidder / Flower Mound**

Y/N Y/N

COST
EACH

<u>Y</u>	Y__	(1) Whelen - Inner Edge FST DUO R/W B/W Part# ISFW45Z	\$ <u>781⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen - CENCOM CARBIDE 21 push button control head	\$ <u>732⁰⁰</u>
<u>Y</u>	Y__	(2) Whelen Carbide Expansion pack	\$ <u>244⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Canport for 2015+ Tahoe	\$ <u>Included</u>
<u>Y</u>	Y__	(2) Federal Signal Corner LED Part# Blue/White in reverse light	\$ <u>152⁰⁰</u>
<u>Y</u>		Siren Speaker / Bracket	\$ <u>172⁰⁰</u>

☒	Y__	(2) Soundoff Under Mirror R/B/W Part#ENT2B3RBW	\$ <u>278⁰⁰</u>
☒	Y__	(10) Whelen ION TRIO R/B/W Universal Mount/Blk Part# XI3JC – smoked	\$ <u>890⁰⁰</u>
☒	Y__	(1) Whelen Inner Edge RST Upper Trio R/B/A	\$ <u>771⁰⁰</u>
☒	Y__	(1) Whelen Tracer Trio R/B/W	\$ <u>1790⁰⁰</u>
☒	Y__	(2) Whelen Headlight/Tailight Flasher Modules Part# SSFPOS16 (2015+ Tahoe)	\$ <u>Included</u>
☒	Y__	(1) Whelen Howler Low Frequency Siren Part # HOWLER	\$ <u>489⁰⁰</u>
☒	Y__	(4) Whelen 3" Round Super LED Light head (Rear Hatch Red/White) Part # 3SRCCDCR	\$ <u>236⁰⁰</u>
☒	Y__	(1) Soundoff Interior Dome light (Officer) Part #ECVDMLTAL00	\$ <u>55⁰⁰</u>

Total cost for above "Lighting" items:

\$ 6590⁰⁰***Other Equipment****Bidder / Flower Mound**

Y/N	Y/N		<u>COST EACH</u>
☒	Y__	(1) Zebra Printer Hard Wire Part# CHG-AUTO-HWIRE1-01	\$ <u>116⁰⁰</u>
☒	Y__	(1) Panomara GPS-D 2148 kit ,C23F-SM, AFM-835	\$ <u>381⁰⁰</u>
☒	Y__	(1) Streamlight Stinger LED-HL-DC W/ charger mounted	\$ <u>102⁰⁰</u>
☒	Y__	(1) Lind Power Suply for Dell Lat. 5404	\$ <u>132⁰⁰</u>
☒	Y__	(1) Top Hat Equipment Timer	\$ <u>Included</u>
☒	Y__	(1) Pro-Gard Safe Stop	\$ <u>118⁰⁰</u>
☒	Y__	(1) Stalker 2X Radar System w/ extended Warranty	\$ <u>3861⁰⁰</u>

<u>Y</u>	Y__	(1) Setina Rear Storage Dual Drawer key lock	\$ <u>1219⁰⁰</u>
<u>Y</u>	Y__	(3) Magnetic Mic (super strong ones)	\$ <u>84⁰⁰</u>
<u>Y</u>	Y__	(1) APX 6500 Wiring and related	\$ <u>294⁰⁰</u>
<u>Y</u>	Y__	(1) APX 6500 Audio Speaker	\$ <u>69⁰⁰</u>
<u>Y</u>	Y__	(1) Power Cable for Cradlepoint COR IBR900	\$ <u>97⁰⁰</u>
<u>Y</u>	Y__	FMPD Graphics K9 FULL COLOR ("ARES" name on door)	\$ <u>684⁰⁰</u>

Total cost for above "Other Equipment" items:

\$ 7157⁰⁰

ATTENTION: **

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Chevy Tahoe) AND RE-INSTALLED/TRANSFERRED ONTO NEW TAHOE UNITS. ALL PRICING AND INSTALLATION CHARGES MUST BE INCLUDED IN THE OVERALL COST OF EACH UNIT.

****Transferred Items**

**REMOVE/RE-INSTALL
CHARGE**

Bidder / Flower Mound

Y/N Y/N

<u>Y</u>	Y__	(1) Cradlepoint COR IBR900	Cust Supplied	\$ <u>122⁰⁰</u>
<u>Y</u>	Y__	(1) APX 6500 and related	Cust Supplied	\$ <u>76⁰⁰</u>
<u>Y</u>	Y__	Stalker Radar Mounts F/R	Cust supplied	\$ <u>76⁰⁰</u>
<u>Y</u>	Y__	AXON Fleet In-Car	Cust supplied	\$ <u>377⁰⁰</u>

Total Remove/Re-install charges for
above "Transferred Items":

\$ 651⁰⁰

ATTENTION: ***

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Chevy Tahoe) AND RETURNED/SHIPPED LOOSE BACK TO THE TOWN OF FLOWER MOUND

FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX 75028 ON OR BEFORE DELIVERY OF THE NEW UNITS. NEW UNITS WILL BE DELIVERED TO THE FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX. 75028.

*****Decommissioned Items**

Removal Charge

Bidder / Flower Mound

Y/N Y/N

___ Y___ 1. None

\$ /

Total removal charges for above "Decommissioned Items": \$ /

TOTAL Cost of EQUIP \$ 21,012⁰⁰

TOTAL COST OF INSTALL \$ 6480⁰⁰

TOTAL VEHICLE COST \$ 33,574⁰⁰

TOTAL BID PRICE \$ 61,066⁰⁰

(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

Vehicle - 3yr/36K Bumper to Bumper. 5yr/100K Drive Train.
5 yr Emergency Equip. Vehicle service life on labor & workman ship.

COMMENTS

Use this page to explain any items that you marked no on above:

n/a



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: September 8, 2020

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/(Revenue):

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 as presented in the agenda caption.

**RIVERWALK
PUBLIC IMPROVEMENT DISTRICT NO. 1
TOWN OF FLOWER MOUND, TEXAS**

**ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/20 - 8/31/21)**

**APPROVED BY TOWN COUNCIL ON:
SEPTEMBER 8, 2020**

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

RIVERWALK PUBLIC IMPROVEMENT DISTRICT No. 1

ANNUAL SERVICE PLAN UPDATE (ASSESSMENT YEAR 9/1/20 – 8/31/21)

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I. 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 2020-21 (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 2020-21.

Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan as updated from time to time.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Pursuant to the original Service and Assessment Plan adopted on May 22, 2014, the initial total estimated costs of the Authorized Improvements were equal to \$12,910,000. As described in the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020, the actual costs of the Authorized Improvements remain unchanged from the initial total estimated costs.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to (1) construct the Authorized Improvements, (2) establish the PID, and (3) issue the Bonds. The actual costs spent to date of the Authorized Improvements were provided by the Developer in the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020.

For additional PID development-related information, refer to the link below:

<https://emma.msrb.org/RE1363553-RE1059715-RE1469245.pdf>

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Table II-A-1
Sources and Uses of Funds

Sources of Funds	Final Budget	Actual Costs ¹	Variance
Bond par amount	\$16,000,000	\$16,000,000	\$0
Other funding sources	\$0	\$0	\$0
Total Sources	\$16,000,000	\$16,000,000	\$0
Uses of Funds			
Authorized Improvements			
Road improvements	\$7,210,000	\$7,210,000	\$0
Water distribution system improvements	\$1,190,000	\$1,190,000	\$0
Sanitary sewer improvements	\$830,000	\$830,000	\$0
Storm drainage improvements	\$2,065,000	\$2,065,000	\$0
Miscellaneous	\$1,615,000	\$1,615,000	\$0
<i>Subtotal</i>	<i>\$12,910,000</i>	<i>\$12,910,000</i>	<i>\$0</i>
Bond issuance costs	\$3,090,000	\$3,090,000	\$0
Total Uses	\$16,000,000	\$16,000,000	\$0

1 – According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020.

Authorized Improvement Cost Variances

As stated in Table II-A-1 above, there are no significant variances to be reported at this time.

B. FIVE YEAR SERVICE PLAN

According to the PID Act, a service plan must cover a period of five years. According to the Developer, all Authorized Improvements are anticipated to be completed and accepted by the Town in the fourth quarter of 2020.

For additional PID development and improvement related information, refer to the link provided in Section II.A. of this report.

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 Annual Installments expected to be collected for these costs are shown by Table II-B-1 on the following page.

Table II-B-1
Projected Annual Installments (2014-2026)

Assessment Year ending 09/01	Annual Projected Cost	Annual Projected Indebtedness	Sources other than Bonds	Projected Annual Installments
2014-2020	\$16,000,000	\$16,000,000	\$0	\$7,854,513
2021	\$0	\$0	\$0	\$1,371,131
2022	\$0	\$0	\$0	\$1,370,383
2023	\$0	\$0	\$0	\$1,351,328
2024	\$0	\$0	\$0	\$1,432,290
2025	\$0	\$0	\$0	\$1,406,643
2026	\$0	\$0	\$0	\$1,381,013
Total	\$16,000,000	\$16,000,000	\$0	\$16,167,302

1 – Assessment years ending 2014 through 2021 reflect actual Annual Installments and are net of capitalized interest and include applicable investment fund income and applicable credits, if any. Assessment years 2022 through 2026 reflect projected Annual Installments and will be updated in future Annual Service Plan Updates.

C. STATUS OF DEVELOPMENT

According to the Developer's Quarterly Improvement Implementation Report dated June 30, 2020, 301 single family lots and 358 multifamily units are completed within the PID. Three hundred and sixty (360) single family homes and 358 multifamily units are expected to be constructed in the PID.

See Table II-C-1 below for the status of completed single family homes and multifamily units within the PID according to the Developer's Quarterly Improvement Implementation Report dated June 30, 2020.

Table II-C-1
Completed Homes

Completed Units	As of June 30, 2019	As of June 30, 2020
Single Family	175	301
Multifamily	358	358

1 – According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020.

See Appendix C for 2020 assessed values of all Parcels within the PID.

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D. ANNUAL BUDGET

Annual Installments

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, of which twenty-three (23) Annual Installments remain outstanding.

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 6.542 percent for 2020-21. 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, or any other party designated by the Town, in 2020 and will be delinquent on February 1, 2021.

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 2020-21 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 Indenture of Trust, 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 Indenture of Trust.

Annual Installments to be Collected for 2020-21

The budget for the PID will be paid from the collection of Annual Installments of the Assessments on the Assessed Property collected for 2020-21 as shown by Table II-D-1 on the following page.

Table II-D-1
**Budget for the Annual Installments
to be Collected for 2020-21**

Descriptions	Series 2014 Bonds
Interest payment on March 1, 2021	\$481,653
Interest payment on September 1, 2021	\$481,653
Principal payment on September 1, 2021	\$300,000
<i>Subtotal debt service on bonds</i>	<i>\$1,263,306</i>
Annual collection costs	\$107,825
<i>Subtotal Expenses</i>	<i>\$1,371,131</i>
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense Fund	\$0
<i>Subtotal funds available</i>	<i>\$0</i>
Annual Installment to be collected	\$1,371,131

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2021 in the amount of \$481,653 and on September 1, 2021 in the amount of \$481,653, which equal interest on the outstanding Assessments balance of \$14,725,070 for six months each and an effective interest rate of 6.542 percent. Annual Installments to be collected include a principal amount of \$300,000 due on September 1, 2021. As a result, total Annual Installments to be collected for principal and interest in 2020-21 is estimated to be equal to \$1,263,306.

Annual Collection Costs

Annual Collection Costs for the PID include two components: annual administrative expenses and excess interest collected for reserves.

Administrative expenses include the Trustee/dissemination agent, Administrator, and contingency fees. As shown in Table II-D-2 below, the total administrative expenses to be collected for 2020-21 are estimated to be \$34,200.

Table II-D-2
Administrative Budget Breakdown

Description	2020-21 Estimated Budget (9/1/20-8/31/21)
Administrator	\$23,200
Trustee/dissemination agent	\$7,925
Contingency	\$3,075
Total	\$34,200

Annual Installments amounts for excess interest for prepayment and delinquency reserves in the amount of \$73,625, which equals 0.5 percent interest on the outstanding Assessment balance of \$14,725,070, will be billed and collected in 2020-21.

Available Reserve Fund Income

As of July 31, 2020, the balance in the Reserve Fund was \$1,330,072, which includes the Bond Reserve Requirement of \$1,329,875. As a result, there is not a significant excess balance available to pay the Bond debt service.

Available Capitalized Interest Account

As of July 31, 2020, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 31, 2020, there were \$33,297 in administrative expense funds available. The current balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2021. As a result, there are no funds available in the Administrative Expense Fund to reduce the 2020-21 Annual Installment.

E. ANNUAL INSTALLMENTS PER UNIT

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Bonds, (ii) to fund the Prepayment Reserve Account and the Delinquency Reserve Account, and (iii) to cover administrative expenses of the PID.

According to the revised development plan, 662.67 total Equivalent Units were estimated to be built within the PID. According to the Trustee, eight Parcels representing 7.48 Equivalent Units have prepaid their Assessments in full, lowering the total outstanding Equivalent Units to 655.28 (i.e. $662.67 - 7.48 = 655.28$). Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,927.88 (i.e. $\$1,263,036 \div 655.28 = \$1,927.88$) and the Annual collection costs to be collected from each Equivalent Unit will be \$164.55 (i.e. $\$107,825 \div 655.28 = \164.55). As a result, the total Annual Installment to be collected from each Equivalent Unit within the PID will be \$2,092.43 (i.e. $\$1,927.88 + \$164.55 = \$2,092.43$). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each Equivalent Unit of \$2,092.43 by the total estimated Equivalent Units for each Parcel in the PID as shown in Appendix D.

The Annual Installment due to be collected from each Land Use Class in the PID for 2020-21 is shown in Table II-E-1 on the following page.

Table II-E-1
Annual Installment per Unit

Land Use Class	Annual Installment Per Equivalent Unit	Equivalent Unit Factor	Annual Installment Per Unit
1 - Single Family Villa	\$2,092.43	1.00	\$2,092.43
2 - Interior Townhome	\$2,092.43	0.90	\$1,874.15
3 - Multi-Family	\$2,092.43	0.24	\$502.18
4 - Assisted Living	\$2,092.43	0.21	\$439.41
5 - Memory Care	\$2,092.43	0.42	\$878.82
6 – Retail ¹	\$2,092.43	0.69	\$1,443.78
7 - Office ¹	\$2,092.43	0.46	\$962.52
8 - Hotel	\$2,092.43	0.20	\$418.49
9 - Periphery Townhome	\$2,092.43	0.76	\$1,597.86

1 – Retail and office lots are billed on a per 1,000 square foot basis.

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Annual Collection Costs, and the Annual Installment to be collected for 2020-21 are shown in the Assessment Roll Summary attached hereto as Appendix D.

F. BOND REDEMPTION RELATED UPDATES

The Bonds were issued in May 2014. Pursuant to Section 4.3 of the Indenture of Trust, the Town reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2019**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Indenture of Trust.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Bonds may be viable at this time and has been in regular contact with a potential underwriter. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors and provide relevant updates to the Town.

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III. 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.

(The remainder of this page is intentionally left blank.)

IV. 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 the 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 the Service and Assessment Plan.

The Assessment Roll summary is shown in Appendix B. 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.

A. PARCEL UPDATES

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 units to be built on each newly subdivided Parcel
- D = the sum of the estimated 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 DCAD online records, a re-plat of five Parcels within the Riverwalk at Central Park subdivision was filed in 2018. Parcels 705224, 705225, 705226, 705227, and 705228 have been re-platted and are now Parcels 744738, 744739, 744740, 744741, and 744742.

According to DCAD online records, a re-plat of three Parcels within the Riverwalk at Central Park Villas subdivision was filed in 2018. Parcels 652960, 652961, and 652962 have been re-platted and are now Parcels 744723, 744724, and 744725.

The Assessments on Parcels 705216, 705217, and 705222 were reallocated incorrectly within the 2018-19 annual service plan report, resulting in inaccurate EU calculations for the Parcels and an Assessment allocation to an open space Parcel (Parcel 705217) instead of the correct Parcel 705222. According to the Developer, Parcel 705217 is estimated to have 6,000 square feet of retail space which results in outstanding Equivalent Units of 4.14 ($0.69 \times (6,000/1,000) = 4.14$). Parcel 705216 is estimated to have 25,000 square feet of retail space and 14,000 square feet of office space, which results in outstanding Equivalent Units of 23.69 [$(0.69 \times (25,000/1,000)) + (0.46 \times (14,000/1,000)) = 23.69$]. Parcel owners have acknowledged and have consented to the adjustments. Additionally, the adjusted outstanding Assessment for Parcel 705217 of \$94,926.87 is to be transferred to Parcel 705222 as Parcel 705217 is an open space Parcel.

According to DCAD online records, Parcel 667424 was subdivided in 2019 into Parcels 757923, 757922, 757921, and 757920. According to the Developer, Parcel 757293 is being developed as a 99-unit hotel (Land Use Class 8). As a result, 19.80 Equivalent Units ($.20 \times 99 = 19.80$) will be allocated to Parcel 757923. Pursuant to the Developer's request, the remaining 67.92 Equivalent Units are being reallocated proportionally based on acreage to Parcels 757922, 757921, and 757920. The subdivision of Parcel 667424 is shown in Table IV-A-1 below.

Table IV-A-1
Parcel Subdivisions

Before Subdivision				After Subdivision				
Parcel	Equivalent Units	Acres	Total Assessment	Parcels	Land Use Class	Acres	Equivalent Units	Total Assessments
667424	87.72	7.58	\$1,971,178	757923	8 - Hotel	1.23	19.80	\$444,933
				757922 ¹	Various	3.51	37.50	\$842,737
				757921 ¹	Various	1.28	13.68	\$307,410
				757920 ¹	Various	1.57	16.74	\$376,097
Total	87.72	7.58	\$1,971,178			7.58	87.72	\$1,971,178

1 – The Assessment amounts being reallocated to the three new Parcels based on the respective acreages, will be reallocated collectively for each of these three Parcels until the acreages are fully reduced to zero for each Parcel.

B. PREPAYMENT OF ASSESSMENTS

According to the Trustee, eight Parcels have prepaid their Assessments in full as of August 21, 2020. Please see Appendix B for a complete list of Parcels that have prepaid their Assessments in full.

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
PID MAP



APPENDIX B
PREPAID PARCELS

Appendix B
Prepaid Parcels

Parcel ID	Prepayment Date	Amount	Full/Partial
652972	03/20/19	\$23,385.77	Full
652930	02/05/19	\$23,385.77	Full
652931	03/27/18	\$23,839.72	Full
667648	01/17/18	\$21,352.71	Full
667645	01/02/19	\$20,946.00	Full
667418	07/26/19	\$20,946.00	Full
667635	02/06/20	\$20,537.06	Full
693521	04/28/20	\$20,537.06	Full

APPENDIX C
ASSESSED VALUE

Appendix C
Riverwalk Public Improvement District No. 1
Assessed Value of the PID

PID	Parcels¹	2020 Assessed Value^{2,3}
Riverwalk PID No. 1	430	\$261,426,187
Total	430	\$261,426,187

1 - Parcels include 359 residential lots, 12 un-subdivided parent parcels and commercial lots, and fifty-nine open space and other unassessed lots.

2 - Parcel assessed values are in accordance with Denton Central Appraisal District online records as of 8/25/2020.

3 - Values shown reflect the 2020 preliminary assessed values.

APPENDIX D
ASSESSMENT ROLL SUMMARY – 2020-21

Riverwalk PID No. 1

Assessment Roll Summary 2020-21

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
715531	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715532	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715533	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715534	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715535	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715536	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715537	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715538	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715539	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715540	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715541	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715542	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715543	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715544	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715545	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715546	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715547	0.00	\$0	\$0.00	\$0.00	\$0.00
715548	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715549	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715550	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715551	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715552	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715553	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715554	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715555	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715556	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715557	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715558	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715559	0.00	\$0	\$0.00	\$0.00	\$0.00
715560	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715561	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715562	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715563	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715564	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715565	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715566	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715567	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715568	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715569	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715570	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715571	0.00	\$0	\$0.00	\$0.00	\$0.00
715572	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715573	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715574	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715575	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715576	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715577	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715578	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715579	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715580	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715581	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715582	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
715583	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715584	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715585	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715586	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715587	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715588	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715589	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715590	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715591	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715592	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715593	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715594	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715595	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715596	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715597	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715598	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715599	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715600	0.00	\$0	\$0.00	\$0.00	\$0.00
715601	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715602	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715603	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715604	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715605	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715606	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715607	0.00	\$0	\$0.00	\$0.00	\$0.00
715608	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715609	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715610	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715611	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715612	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715613	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715614	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715615	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715616	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715617	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715618	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
715619	0.00	\$0	\$0.00	\$0.00	\$0.00
715620	0.00	\$0	\$0.00	\$0.00	\$0.00
715621	0.00	\$0	\$0.00	\$0.00	\$0.00
715622	0.00	\$0	\$0.00	\$0.00	\$0.00
563269	25.39	\$570,593	\$48,952.84	\$4,178.19	\$53,131.03
655453	34.64	\$778,364	\$66,778.05	\$5,699.60	\$72,477.65
711952	52.50	\$1,179,747	\$101,213.92	\$8,638.74	\$109,852.66
655447	85.92	\$1,930,741	\$165,643.81	\$14,137.92	\$179,781.73
757923	19.80	\$444,933	\$38,172.11	\$3,258.04	\$41,430.15
757922	37.50	\$842,737	\$72,300.81	\$6,170.97	\$78,471.78
757921	13.68	\$307,410	\$26,373.62	\$2,251.02	\$28,624.65
757920	16.74	\$376,097	\$32,266.48	\$2,753.99	\$35,020.47
705216	23.69	\$532,347	\$45,671.58	\$3,898.13	\$49,569.71
705217	0.00	\$0	\$0.00	\$0.00	\$0.00
705218	0.00	\$0	\$0.00	\$0.00	\$0.00
705219	0.00	\$0	\$0.00	\$0.00	\$0.00

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
705220	0.00	\$0	\$0.00	\$0.00	\$0.00
705222	4.14	\$93,032	\$7,981.44	\$681.23	\$8,662.67
705223	0.00	\$0	\$0.00	\$0.00	\$0.00
744741	8.97	\$201,568	\$17,293.12	\$1,475.99	\$18,769.11
744738	0.00	\$0	\$0.00	\$0.00	\$0.00
655450	0.00	\$0	\$0.00	\$0.00	\$0.00
744739	0.00	\$0	\$0.00	\$0.00	\$0.00
744740	14.49	\$325,610	\$27,935.04	\$2,384.29	\$30,319.34
744742	0.00	\$0	\$0.00	\$0.00	\$0.00
667423	0.00	\$0	\$0.00	\$0.00	\$0.00
652930	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
652931	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
652932	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652933	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652934	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652935	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652936	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652937	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652938	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652939	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652940	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652941	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652942	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652943	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652944	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652945	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652946	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652947	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652948	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652949	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652950	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652951	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652952	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652953	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652954	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652955	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652956	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652957	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652958	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652959	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
744723	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
744724	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
744725	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652963	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652964	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652965	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652966	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652967	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652968	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652969	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652970	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652971	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652972	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
652973	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652974	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652975	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652976	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652977	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652978	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652979	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652980	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652981	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652982	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652987	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652988	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652989	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652990	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652991	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652992	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652993	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652994	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652995	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652996	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652997	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652998	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
652999	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653000	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653001	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653002	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653003	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653004	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653005	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653006	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653007	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653011	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653012	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653013	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653014	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653015	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653016	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653017	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653018	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653019	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653020	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653021	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653022	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653023	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653024	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653025	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653027	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653028	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653029	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653030	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653031	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653032	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
653033	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
653034	1.00	\$22,471	\$1,927.88	\$164.55	\$2,092.43
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	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675216	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675217	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675218	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675219	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675220	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675221	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675222	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675223	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675227	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675228	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675229	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675230	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675231	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675232	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675233	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675234	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675237	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675238	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675239	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675240	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675241	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675242	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675243	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675245	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675246	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675247	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675248	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675249	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675250	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675251	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675252	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675256	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675257	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675258	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675259	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675260	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675261	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675262	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675263	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
675264	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675265	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675266	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675267	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675268	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675269	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675270	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675275	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675276	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675277	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675278	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675279	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675280	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675281	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
675282	0.76	\$17,160	\$1,472.20	\$125.65	\$1,597.86
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	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667599	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667600	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667601	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667602	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667603	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667604	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667605	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667606	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667607	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667608	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667609	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667610	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667611	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667612	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667613	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667614	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667615	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667618	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667619	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667620	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667621	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
667622	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667623	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667624	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667625	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667626	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667627	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667628	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667629	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667630	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667631	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667632	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667633	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667634	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667635	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
667637	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667638	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667639	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667640	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667641	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667642	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667643	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667644	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667645	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
667646	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667647	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667648	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
667649	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667650	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667651	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667652	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667653	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667654	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667656	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667657	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667658	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667659	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667660	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667661	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667662	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667663	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667664	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667665	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667666	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667667	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667668	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667669	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667670	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667671	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667672	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
667673	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
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

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
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	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693467	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693468	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693469	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693470	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693471	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693472	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693473	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693474	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693475	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693476	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693477	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693478	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693479	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693480	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693481	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693482	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693483	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693484	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693485	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693486	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693487	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693488	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693489	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693490	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693491	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693492	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693493	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693494	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693495	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693496	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
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
693502	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693503	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693504	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693505	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693506	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693507	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693508	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693509	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693510	0.00	\$0	\$0.00	\$0.00	\$0.00
693511	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693512	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693513	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693514	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693515	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693516	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693517	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693518	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693519	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2020-21
693520	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693521	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
693522	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693523	0.90	\$20,127	\$1,726.75	\$147.38	\$1,874.13
693524	0.00	\$0	\$0.00	\$0.00	\$0.00
667418	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
Total	655.28	\$14,725,070	\$1,263,306.15	\$107,824.85	\$1,371,131.00



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 8, 2020

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2019, and ending on September 30, 2020, as adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19 and No. 04-20 for adjustments to the General Fund, Stormwater Utility Fund, Community Development Block Grant Fund and COVID-19 Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the third proposed adjustment of the FY 2019-2020 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment includes adjustments to the General Fund, Stormwater Utility Fund, Community Development Block Grant Fund and COVID-19 Fund.

General Fund revenues will increase by \$19,000 from \$70,509,203 to \$70,528,203 due to a donation from a Flower Mound resident to the Fire and Emergency Services Department. General Fund expenditures will increase by \$319,000 from \$75,504,849 to \$75,873,849. The Fire and Emergency Services department will use the \$19,000 donation from an anonymous Town resident to fund water rescue equipment. The Public Works department's budget will increase by \$350,000 for an advanced funding agreement with TxDot. TxDot is preparing plans for the US 377 road expansion project through Flower Mound, which includes an overpass at US 377 and FM 1171. In order for rock cladding to be included in the design plans that will provide similar aesthetics to other locations in Flower Mound, an advanced funding agreement with TxDot must be completed.

Stormwater Utility Fund expenditures will increase by \$300,000 from \$1,971,485 to \$2,271,485. Per the financial policies, revenues collected in excess of a 60-day level (16.7%) will be used for capital expenditures in lieu of issuing debt. \$300,000 will be transferred to the CIP to meet the financial policy.

Community Development Block Grant Fund revenues and expenditures will increase by \$124,587. Revenues will increase from \$213,805 to \$338,392. Expenditures will increase from \$284,712 to \$409,299. The U.S. Department of Housing and Urban Development gave the Town additional Community Development Block Grant funds in response to COVID-19. The Town will put the funds towards the Residential Rehabilitation Program to help Flower Mound resident's whose income has been affected by COVID-19.

COVID-19 Fund revenues and expenditures will increase by \$28,323. Revenues will increase from \$3,099,695 to \$3,128,018. Expenditures will increase from \$3,099,695 to \$3,128,018. Because the Town accepts Medicare for ambulance billing payments, it automatically qualified to receive funds from the Department of Health and Human Services for COVID-19 relief and response.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$ 19,000	Fund 100 General Fund
124,587	Fund 361 Community Development Block Grant Fund
<u>28,323</u>	Fund 378 COVID-19 Fund
\$ 171,910	
Proposed Expenditure:	Account Number(s):
\$ 369,000	Fund 100 General Fund
300,000	Fund 230 Stormwater Utility Fund
124,587	Fund 361 Community Development Block Grant Fund
<u>28,323</u>	Fund 378 COVID-19 Fund
\$ 821,910	

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

LEGAL REVIEW: No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2019, AND ENDING ON SEPTEMBER 30, 2020, AS ADOPTED BY ORDINANCE NO. 50-19 AND AMENDED BY ORDINANCE NO. 64-19 AND NO. 04-20, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, STORMWATER UTILITY FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND AND COVID-19 FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 50-19 on September 16, 2019 and amended by Ordinance No. 64-19 on December 16, 2019 and Ordinance No. 04-20 on February 16, 2020; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020, as heretofore adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19 and No. 04-20, is hereby amended to provide for adjustments to the General Fund and Tree Preservation Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

It is hereby declared to be the intention of the Town Council of the Town of Flower Mound that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council of the Town of Flower Mound, Texas, without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 8th DAY OF SEPTEMBER, 2020.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2019-2020**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

General Fund revenues will increase by \$19,000 from \$70,509,203 to \$70,528,203 due to a donation from a Flower Mound resident to the Fire and Emergency Services Department. General Fund expenditures will increase by \$369,000 from \$75,504,849 to \$75,873,849. The Fire and Emergency Services department will use the \$19,000 donation from an anonymous Town resident to fund water rescue equipment. The Public Works department's budget will increase by \$350,000 for an advanced funding agreement with TxDot. TxDot is preparing plans for the US 377 road expansion project through Flower Mound, which includes an overpass at US 377 and FM 1171. In order for rock cladding to be included in the design plans that will provide similar aesthetics to other locations in Flower Mound, an advanced funding agreement with TxDot must be completed.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 58,265,545	\$ 58,265,545	\$ 58,265,545	\$ -
Charges for services	3,275,800	3,275,800	3,275,800	-
Licenses and permits	2,692,275	2,692,275	2,692,275	-
Fines and forfeits	1,090,807	1,090,807	1,090,807	-
Investment earnings	120,000	120,000	120,000	-
Intergovernmental Revenue	604,615	544,615	544,615	-
Other revenue	4,520,161	4,520,161	4,539,161	19,000
Total	\$ 70,569,203	\$ 70,509,203	\$ 70,528,203	\$ 19,000
Expenditures:				
Town Manager's Office	\$ 2,002,424	\$ 2,445,894	\$ 2,445,894	\$ -
Legislative Services	510,208	510,208	510,208	-
Development Services	2,112,727	2,144,550	2,144,550	-
Community Services	8,457,980	8,499,220	8,499,220	-
Library Services	1,822,733	1,820,233	1,820,233	-
Police Services	15,755,574	15,964,174	15,964,174	-
Financial Services	3,771,329	3,866,102	3,866,102	-
Administrative Services	6,223,719	6,305,321	6,305,321	-
Fire and Emergency Services	16,497,490	16,265,134	16,284,134	19,000
Community Relations	707,671	707,671	707,671	-
Non-Departmental Services	9,238,557	9,638,557	9,638,557	-
Public Works	5,649,560	5,773,475	6,123,475	350,000
Environmental Services	1,564,310	1,564,310	1,564,310	-
Total	\$ 74,314,282	\$ 75,504,849	\$ 75,873,849	\$ 369,000

REASON FOR ADJUSTING THE STORMWATER UTILITY FUND APPROPRIATION:

In the Stormwater Utility Fund, expenditures will increase by \$300,000 from \$1,971,485 to \$2,271,485. Per the financial policies, revenues collected in excess of a 60-day level (16.7%) will be used for capital expenditures in lieu of issuing debt. \$300,000 will be transferred to the CIP to meet the financial policy.

Stormwater Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Public Works	\$ 1,826,476	\$ 1,875,391	\$ 2,175,391	\$ 300,000
Environmental Services	96,094	96,094	96,094	-
Total	\$ 1,922,570	\$ 1,971,485	\$ 2,271,485	\$ 300,000

REASON FOR ADJUSTING THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND APPROPRIATION:

In the Community Development Block Grant Fund, revenues and expenditures will increase by \$124,587. Revenues will increase from \$213,805 to \$338,392. Expenditures will increase from \$284,712 to \$409,299. The U.S. Department of Housing and Urban Development gave the Town additional Community Development Block Grant funds in response to COVID-19. The Town will put the funds towards the Residential Rehabilitation Program to help Flower Mound resident's whose income has been affected by COVID-19.

Community Development Block Grant Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ -	\$ -	\$ -	\$ -
Charges for services	-	-	-	-
Licenses and permits	-	-	-	-
Fines and forfeits	-	-	-	-
Investment earnings	-	-	-	-
Intergovernmental Revenue	213,805	213,805	338,392	124,587
Other revenue	-	-	-	-
Total	\$ 213,805	\$ 213,805	\$ 338,392	\$ 124,587
Expenditures:				
2016 CDBG Grant	\$ -	\$ 6,370	\$ 6,370	\$ -
2017 CDBG Grant	-	7,697	7,697	-
2018 CDBG Grant	-	56,840	56,840	-
2019 CDBG Grant	213,805	213,805	338,392	124,587
Total	\$ 213,805	\$ 284,712	\$ 409,299	\$ 124,587

REASON FOR ADJUSTING THE COVID-19 FUND APPROPRIATION:

In the COVID-19 Fund, revenues and expenditures will increase by \$28,323. Revenues will increase from \$3,099,695 to \$3,128,018. Expenditures will increase from \$3,099,695 to \$3,128,018. Because the Town accepts Medicare for ambulance billing payments, it automatically qualified to receive funds from the Department of Health and Human Services for COVID-19 relief and response.

COVID-19 Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ -	\$ -	\$ -	\$ -
Charges for services	-	-	-	-
Licenses and permits	-	-	-	-
Fines and forfeits	-	-	-	-
Investment earnings	-	-	-	-
Intergovernmental Revenue	-	3,099,695	3,128,018	28,323
Other revenue	-	-	-	-
Total	\$ -	\$ 3,099,695	\$ 3,128,018	\$ 28,323
Expenditures:				
FEMA Grants	\$ -	\$ -	\$ -	\$ -
Denton County Interlocal	-	3,057,970	3,057,970	-
Tarrant County Interlocal	-	20,625	20,625	-
U.S. Government Funds	-	-	28,323	28,323
Officer of the Governor	-	21,100	21,100	-
Total	\$ -	\$ 3,099,695	\$ 3,128,018	\$ 28,323



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 8, 2020

FROM: Wendell Mitchell, Assistant Chief of Police *WM*

ITEM: Consider approval of the 2020 Lewisville Independent School District (LISD) for Contract with the Town of Flower Mound for law enforcement services at all Marcus High School & Flower Mound High School Varsity and Jr. Varsity home games and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Flower Mound Police Department coordinates with LISD to provide essential police services for all Marcus High School (MHS) and Flower Mound High School (FMHS) Varsity and Junior Varsity home football games. The Flower Mound Police Department has provided this service for more than 20 years, however filling these assignments has regularly presented a challenge. The primary reasons are related to compensation being less than an officer's overtime rate and LISD requires a W9 each year. The current system has been under review for a more effective and efficient process to staff officer assignments, streamline the payroll process, and capture employee expenses such as, FICA and worker's compensation insurance. A complete breakdown of these expenses that will be recouped by the Town are listed in attachment 2. After the review and discussion between representatives of the LISD Athletic Department and Town staff, a new Cooperative Agreement for this year was reached. The Agreement will allow off-duty police officers to provide essential police services for all MHS & FMHS Varsity and Junior Varsity home games and should address many of the staffing challenge for these games. Finally, the hourly expenses of personnel are reimbursed by the Lewisville Independent School District under the Agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Not sign the solicitation for contract in which case the LISD Athletic Department would not reimburse the Town for expense of police officers and would seek outside law enforcement (i.e. County Sheriff's Office) to perform said duties.

FISCAL IMPACT: The LISD Athletic Department will reimburse the Flower Mound Police Department a total contract price of \$26,063, which is \$80.69 per hour.

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

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

ATTACHMENTS:

1. LISD Agreement for Police Services
2. Labor Cost
3. Current MHS and FMHS Football Schedule

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

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT entered into this day by and between the Town of Flower Mound, hereafter referred to as “The Town” and Lewisville Independent School District, hereinafter referred to as “LISD”, for and in consideration of the mutual covenants and agreements herein set forth, WITNESSETH:

1. “Additional or outside employment” as used in this Agreement shall be defined as employment that has been approved by the Town but is not a part and parcel of the officer’s regularly assigned duties or is that employment that might from time to time be further defined by proper departmental policy. The terms “additional or outside” indicate that the employment is in addition to the officer’s regular duties but does not indicate that the officer is anything other than a Town employee. It is contemplated that the officer will continue to act as an employee of the Town as described herein below while performing such additional or outside duties pursuant to this Agreement.

2. This Agreement shall be construed in a manner consistent with written Town and departmental “outside employment” policy for police officers, which is incorporated into and made a part of this Agreement as though fully set forth, word for word.

3. The Town agrees to station Flower Mound Police Officers and or Flower Mound Police Supervisor as is listed in Attachment A for the purpose of providing police-related security and traffic control at the varsity and junior varsity home football games for the period beginning on September 23, 2020 and ending on December 4, 2020. Officers shall perform the services on or about the premises of Marcus High School and Flower Mound High School during the listed dates.

4. Officers will be considered employees of the Town and will receive all pay and benefits from the Town for the off-duty work as listed in Attachment B. LISD will reimburse the Town for the full amount of any and all costs associated with paying the officer for the work performed pursuant to the agreed average overtime rate, all health and retirement benefits, leave time and other fringe or employment benefits that the Town would be obligated by law or local ordinances, regulations, or policies to pay if the officer had been working for the Town. The Town will provide LISD with a statement of said compensation to be reimbursed at the conclusion of the 2020 Marcus and Flower Mound High School football season. Payment from LISD to the Town will be made within 15 calendar days from the date of the statement.

5. Officers will be subject to, and shall abide by, all Town and departmental rules and regulations as well as complying with all local, state and federal laws.

6. This Agreement shall be subject to state laws regarding vacations, holidays, and sick leave for police officers.

7. This Agreement shall continue in full force and effect during the listed dates under the terms and conditions provided herein, unless terminated in writing by notice given at least 30 days prior to the expiration of any contract year.

8. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Texas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the Mayor and duly authorized representative of the Town. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the Town, and the Town shall be free to reinstate any such term or condition.

WITNESS the hands of the parties hereto this _____ day of _____,
20____.

Lewisville Independent
School District

Athletic Director

Mayor,

Town of Flower Mound

ATTACHMENT A**Flower Mound Varsity Schedule**

10/09/2020	vs.	Mansfield	5 Police Officers / 1 Police Supervisor
10/23/2020	vs.	Marcus	5 Police Officers / 1 Police Supervisor
11/06/2020	vs.	Lewisville	5 Police Officers / 1 Police Supervisor
11/20/2020	vs.	Plano West	5 Police Officers / 1 Police Supervisor
11/27/2020	vs.	Plano	5 Police Officers / 1 Police Supervisor

Flower Mound Junior Varsity Schedule

9/23/2020	vs.	McKinney Boyd	1 Police Officer
10/01/2020	vs.	Boswell	1 Police Officer
10/08/2020	vs.	Mansfield	1 Police Officer
10/15/2020	vs.	Plano	1 Police Officer
10/22/2020	vs.	Marcus	1 Police Officer
10/29/2020	vs.	Hebron	1 Police Officer
11/05/2020	vs.	Lewisville	1 Police Officer
11/12/2020	vs.	Plano	1 Police Officer
11/19/2020	vs.	Plano	1 Police Officer
12/03/2020	vs.	Coppell	1 Police Officer

Marcus Varsity Schedule

09/25/2020	vs.	Jesuit	5 Police Officers / 1 Police Supervisor
10/30/2020	vs.	Plano	5 Police Officers / 1 Police Supervisor
11/20/2020	vs.	Hebron	5 Police Officers / 1 Police Supervisor
12/04/2020	vs.	Plano	5 Police Officers / 1 Police Supervisor

Marcus Junior Varsity Schedule

09/18/2020	vs.	Prosper	1 Police Officer
10/01/2020	vs.	McKinney	1 Police Officer
10/08/2020	vs.	Keller	1 Police Officer
10/14/2020	vs.	Lewisville	1 Police Officer
10/22/2020	vs.	Flower Mound	1 Police Officer
11/05/2020	vs.	Coppell	1 Police Officer
11/12/2020	vs.	Jasper	1 Police Officer
11/19/2020	vs.	Plano	1 Police Officer
11/26/2020	vs.	Open	1 Police Officer

ATTACHMENT B**LABOR COST:**

Salary Analysis for 2020 based on average overtime rates of all patrol officers, sergeants and lieutenants projected to perform work on this contract, 323 hours

Average Overtime Rate				Per Hour
Salary:	\$60.79	avg. hourly		\$60.79
FICA:	7.65%			\$4.65
Retirement:	10.91%			\$6.63
Health Ins. Avg. Cost:	\$ 16,262.75			\$7.82
Worker's Comp:	1.15%			\$0.70
Supp. Death:	\$ 0.025	per \$1,000		\$0.00
LTD:	\$ 0.16	per \$100		\$0.10
Total Labor Cost per Overtime Hour				\$ 80.69
Total Number of Contract Hours:				323
TOTAL Labor Cost for Contract				<u>\$26,062.87</u>



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 8, 2020

FROM: Blake Hummel, P.E., Senior Project Engineer

ITEM: Consider approval of Change Order No. 1 for the construction of the Garden Ridge Boulevard Through Lane at FM 3040 & Peters Colony Road Roundabout projects, amending the contract with Reliable Paving, Inc., to provide for an increase to the contract in the amount of \$150,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On March 2, 2020, Reliable Paving, Inc., was awarded the Garden Ridge Boulevard Through Lane at FM 3040 & Peters Colony Road Roundabout project in the amount of \$1,205,174.30.

Change Order No. 1 allows for the additional quantity of 8-inch reinforced concrete pavement to be paid to the contractor. Upon construction of the initial section of concrete placement and quantity verifications it was discovered that the bid quantity for 8-inch reinforced concrete pavement was less than the actual quantity required per the construction plans. An additional 1,200 SY of 8-inch reinforced concrete pavement is required for the remaining sections of paving.

Change Order No. 1 increases the contract in the amount of \$150,000.00, for a revised contract amount of \$1,355,174.30.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to not approve the Change Order No. 1 would leave the remaining quantity of concrete paving unable to be paid to the contractor.

FISCAL IMPACT: \$150,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$75,000.00	505-220-77200
\$75,000.00	505-220-70200

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

Total project cost for Garden Ridge Through Lane is \$610,000. Funding sources are:

- Impact fees \$ 295,000
- Decision Package (cash from General Fund) \$ 315,000

Total project cost for Peters Colony Roundabout is \$1,110,000. Funding sources are:

- Other \$ 400,000
- Decision Package (cash from General Fund) \$ 710,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1

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

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Reliable Paving, Inc.

Project: Garden Ridge Boulevard Through Lane at FM3040 & Peters Colony Road Roundabout

CHANGE ORDER NO. 1

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
P-15	8" REINFORCED CONCRETE PAVEMENT (4200 PSI COMP)	SY	Add	1200	\$125.00	\$ 150,000.00
TOTAL						\$ 150,000.00

JUSTIFICATION

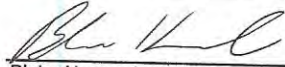
Change Order No. 1 provides for the following.

Item P-15 – 8" REINFORCED CONCRETE PAVEMENT (4200 PSI COMP) – Provides for the additional overrun to the existing bid item that was not correctly represented to cover the full concrete pavement required by the construction plans.

Original Contract
Change Order #1
Revised Contract Price

\$	1,205,174.30
\$	150,000.00
\$	1,355,174.30

Recommended
for Approval



Blake Hummel, P.E.
Senior Project Engineer

8/10/2020

Date

Contractor

Contractor Title

8/10/2020

Date

Approved

Steve Dixon
Mayor

Date



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: September 8, 2020

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the purchase and installation of the 2019-20 Playground Replacements project, for Chinn Chapel Soccer Complex Playground, from Webuildfun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$149,051.25.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2019-2020 after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Chinn Chapel Soccer Complex playground is one of the playgrounds funded.

FISCAL IMPACT: \$149,051.25

Proposed Revenue:	Account Number(s):
\$149,051.25	317-110-90820-6210

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

Total project cost is \$ 700,000. Funding sources are:

- Dedicated Sales Tax \$ 700,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal

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

**CUSTOMER INFORMATION**

Customer: **Town of Flower Mound**
 Contact: **Kari Biddix**
 Contact Info: Kari.Biddix@flower-mound.com
 Project Name: **Chinn Chapel Soccer Complex**
 Site Address: **100 Chinn Chapel Road**
Lewisville, TX 75077

CONSULTANT	
Tracy Shore	(469) 416-1323
Tracy@webuildfun.com	
QUOTE	
Quote Date	Valid Until
8/11/2020	12/9/2020
Est. Delivery:	Est. Install

Buyboard Contract # 592-19

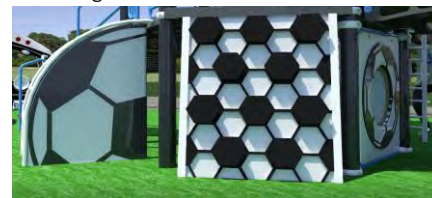
Buyboard Vendor 2904

ITEM	DESCRIPTION	QTY	EACH	TOTAL
DEMO	Demo existing equipment and excavate up to 10" and haul off			\$4,000.00
MIRACLE	Miracle equipment per design 61_43987372858 and custom features including soccer ball disc roofs, soccer ball arch climber, soccer ball arch sign, soccer ball crawl through panel, soccer ball graphic on play panel, soccer ball climbing wall, and custom welcome sign.			\$104,162.00
DISCOUNT	Discount on standard Miracle equipment			-\$20,015.50
FREIGHT	Freight			\$2,706.55
INSTALL	Installation			\$32,448.60
TURF	Install Syntipede Plat 321 artificial turf playground surface with premium TCool infill on top of (up to) 8" sub-base material. Includes custom soccer ball fabrication, basic drainage within play area, cushion for designated fall height, shock-proof system, and trampoline zone areas.			\$25,749.60

Selected color scheme, not able to show all customization



Design includes customization listed above

**TOTAL \$149,051.25**Payment Terms Net 30 To be invoiced in full upon completion of project.**Prices reflected on quote assumes all site work to be done by others unless noted above.**

Price assumes all site work, drainage away from play area, & border to be provided by "other" at no cost to webuildfun. This includes items like site prep., grade work, drainage, construction fencing, concrete borders and site restoration. All additional services to be quoted by request.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above. * No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Toss, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: September 8, 2019

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

ITEM: Consider approval of an Advance Funding Agreement, for Voluntary Local Government Contributions to Transportation Improvement Projects, with the Texas Department of Transportation (TxDOT) to pay for work associated with the US 377 widening project, in the amount of \$345,204.51; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: TxDOT is currently in design for the US 377 widening project from south of FM 1171 to Crawford Road. TxDOT plans to bid the project in January 2022. A grade separated intersection is planned for the US 377 & FM 1171 intersection. This advanced funding agreement is required to add an aesthetic treatment to the bare concrete bridge columns, retaining walls, and headwalls along the project. These aesthetic treatments (rock cladding) are consistent with other Town of Flower Mound flyover projects and retaining walls.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Advance Funding Agreement would not allow aesthetic treatments to be designed or applied to the bare concrete bridge columns, retaining walls, and headwalls during the US 377 construction project. It would be unlikely that TxDOT would allow any treatments to be installed in the future.

FISCAL IMPACT: \$345,204.51

Proposed Expenditure/(Revenue):	Account Number(s):
\$345,204.51	505-220-70440-6160

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

Total project cost is \$ 350,000. Funding sources are:

- Decision Package (Cash from General Fund) \$ 350,000

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

ATTACHMENTS:

1. Advanced Funding Agreement

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

STATE OF TEXAS §

COUNTY OF DENTON §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Town of Flower Mound**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Numbers **115291** and **115345** authorizing the State to undertake and complete a highway improvement generally described as **widening and reconstruction of roadway lanes**; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **the addition of aesthetics on structural faces on Wall B at Canyon Falls (from STA 409+00 to STA 413+00); on bridge columns at FM 1171 (from STA 345+76 to STA 348+94); and headwalls at STA 327+32, STA 337+00 and STA 353+20, along US 377 from south of FM 1171 to Crawford Road in the Town of Flower Mound (Project)**; and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage

shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

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

Local Government:	State:
Town of Flower Mound ATTN: Town Manager 2121 Cross Timbers Road Flower Mound, Texas 75028	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Mohamed K. Bur, P.E.
Dallas District Engineer
Texas Department of Transportation

Steve Dixon
Mayor
Town of Flower Mound

Date

Date

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will be responsible for 100% of the construction items and cost overruns for the State to add aesthetics on structural faces on Wall B at Canyon Falls (from STA 409+00 to STA 413+00); on bridge columns at FM 1171 (rom STA 345+76 to STA 348+94); and headwalls at STA 327+32, STA 337+00 and STA 353+20, along US 377 from south of FM 1171 to Crawford Road in the Town of Flower Mound.

The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
Construction (by State)	\$293,866.03	0%	\$0.00	0%	\$0.00	100%	\$293,866.03
Direct State Costs (12.39%)	\$36,410.00	0%	\$0.00	0%	\$0.00	100%	\$36,410.00
Subtotal	\$330,276.03		\$0.00		\$0.00		\$330,276.03
Indirect State Costs (4.52%)	\$14,928.48	0%	\$0.00	0%	\$0	100%	\$14,928.48
TOTAL	\$345,204.51		\$0.00		\$0		\$345,204.51

Total Estimated Local Government Participation = **\$345,204.51**

Total Estimated Payment by the Local Government to the State on full execution of this Agreement = **\$345,204.51**

This is an estimate only. The final amount of Local Government participation will be based on actual cost.



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: September 8, 2020

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

ITEM: Consider approval of Amendment No. 4 to the Fiscal Year 2019-2020 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2019-2020 Capital Improvement Program (CIP) Amendment 3, was approved by Town Council August 8, 2020. The proposed CIP Amendment No. 4 for FY 2019-2020 would increase the currently adopted General Capital budgeted expenditures from \$24,199,905; to \$ \$24,607,019; with no change to the Utility Funds of \$13,785,000.

FISCAL IMPACT:

Proposed CIP:

FY 2019-2020:	General Capital Projects	\$24,607,019
	Utility Capital Projects	\$13,785,000

Five-Year CIP Plan:	General Capital Projects	\$210,078,408
	Utility Capital Projects	\$201,817,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2019-2020 CIP Amendment No. 4 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 4 Changes
3. CIP Amendment 4

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

Project Modification Listing

Attachment 1

FY 2019-2020 - CIP Amendment 4

September 8, 2020

General Funds

Street Project(s)	Description	FY 19-20	5 Yr CIP
US 377 Overpass at FM 1171 (Rock Cladding)	Add new project for the funding of Rock Cladding on the TxDot US 377 Overpass at FM 1171. Per the TxDot agreement, they need to modify the design now, to include the Towns request for the Aesthetic Cladding.	\$350,000	\$350,000
Total Street Impact		\$350,000	\$350,000
Signal Project(s)	Description	FY 19-20	5 Yr CIP
FM 2499 at Chaparral	Correct the funding source posted in CIP Amendment 3, as Issued to Other.	\$0	\$0
Traffic Signal Rehabilitation	Move funding from Public Works Signal Rehabilitation Operations budget balance to the CIP project, as the current Reconstruction projects FM 2499 at Churchill Drive, and Flower Mound Road at McKamy Creek Road signals will carry over into next Fiscal Year.	\$57,114	\$57,114
Total Signal Impact		\$57,114	\$57,114
Facility Project(s)	Description	FY 19-20	5 Yr CIP
Gibson-Grant Log Cabin Reconstruction	Change Project Name, name as in the Gibson-Grant funding agreement: "Gibson-Grant Historic Cabin Restoration"	\$0	\$0
Total Facility Impact		\$0	\$0
Park Project(s)	Description	FY 19-20	5 Yr CIP
Canyon Falls Park	Correct the funding source posted in CIP Amendment 3, as 5B Funds.	\$0	\$0
Total Park Impact		\$0	\$0
Total General Fund Impact		\$407,114	\$407,114

TOWN OF FLOWER MOUND
SUMMARY OF 10 YEAR CIP PLAN
FY 2019-2020
9/08/2020
Amendment 4

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
			2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
	Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0,5	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	2,463,000	1,063,000	0,5	-	-	-	1,400,000	-	-	-	-	1,400,000	-	
	ADA Transition Plan and Implementation **	1,148,000	150,000	150,000	150,000	150,000	150,000		1,898,000	163,000	2,4	1,135,000	-	-	600,000	-	150,000	150,000	150,000	150,000	-	
	Bruton Orand at FM1171 Right Turn Lane (Northbound)	100,000	450,000	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-	-	-	-	
	Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0,2,7	-	-	-	-	-	-	-	-	-	-	
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	-	240,000	-	-	-	-	-	240,000	
	Denton Creek Boulevard (I35W to Prairie Ridge Rd) **	-	-	400,000	800,000	-	-	11,285,000	12,485,000	11,070,000	0	-	-	-	1,415,000	-	-	-	-	-	1,415,000	
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	-	6,747,000	-	-	-	7,057,000	1,650,000	0,1	-	-	-	5,407,000	-	-	5,407,000	-	-	-	
	Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	615,000	615,000	0,2	-	-	-	-	-	-	-	-	-	-	
	FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-	-	-	
	FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	950,000	350,000	0,3,5	600,000	-	-	-	-	-	-	-	-	-	
	FM 2499 at FM 3040 Intersection Improvements **	-	-	400,000	1,588,000	-	-	-	1,988,000	-			-	-	1,988,000	-	400,000	1,588,000	-	-	-	
	FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,300,000	-	-	-	1,700,000	1,400,000	1	-	-	-	300,000	-	300,000	-	-	-	-	
	FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	475,000	375,000	0	100,000	-	-	-	-	-	-	-	-	-	
	FM 2499 at Waketon Intersection Improvements	360,000	1,540,000	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000	-	-	-	-	-	-	-	-	-	
	FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-	-	-	-	
	Garden Ridge Through Lane (at FM 3040)	60,000	550,000	-		-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	-	-	-	
	I35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	2,500,000	1,5	-	-	-	2,500,000	-	-	-	-	-	2,500,000	
	Impact Fee Update	-	90,000	-	-	-	-	90,000	180,000	180,000	0	-	-	-	-	-	-	-	-	-	-	
	Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	800,000	7,918,000		-	8,718,000	4,975,000	0,1	-	-	-	3,743,000	-	-	-	3,743,000		-	
	Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0	1,400,000	-	-	-	-	-	-	-	-	-	
	Lakeside Parkway Capacity Improvements **	-	-	-	540,000	8,000,000	-	-	8,540,000	8,540,000	1,2,3	-	-	-	-	-		-	-	-	-	
	Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	-	6,500,000	-	-	-	-	-	6,500,000	
	Morris Road Improvements **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0,1,4	125,000	-	-	-	-	-	-	-	-	-	
	Peters Colony Roundabout **	200,000	910,000	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	-	-	-	
	Rippy Road (Waketon to FM 2499)**	1,150,000	3,600,000	-	-	-	-	-	4,750,000	4,331,000	2,4,7	419,000	-	-	-	-	-	-	-	-	-	
	Roadway Amenities	593,083	90,000	90,000	90,000	90,000	90,000	-	1,043,083	398,083	2,4	285,000	-	-	360,000	-	90,000	90,000	90,000	90,000	-	
	Shiloh Road Improvements **	-	-	-	505,000	-	-	6,100,000	6,605,000	505,000	1	-	-	-	6,100,000	-	-	-	-	-	6,100,000	
	Sidewalk Links **	1,111,000	150,000	-	-	-	-	-	1,261,000	1,261,000	2,4	-	-	-	-	-	-	-	-	-	-	
	Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,560	3	819,440	-	-	-	-	-	-	-	-	-	
	Street Light Improvements	-	115,000	-	-	-	-	-	115,000	115,000	2,4	-	-	-	-	-	-	-	-	-	-	
	Transportation Model Update and LOS Mapping	75,000	-	-	-	-	-	-	75,000	75,000	2	-	-	-	-	-	-	-	-	-	-	
	US 377 Overpass at FM 1171 (Rock Cladding)		350,000	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-	-	-	
	Waketon Road **	5,500,000	2,966,905	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-	-	-	
	Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2,4	-	-	-	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 29,135,083	\$ 10,611,905	\$ 1,440,000	\$ 12,520,000	\$ 18,621,000	\$ 240,000	\$ 30,140,337	\$ 102,708,325	\$ 64,511,885	\$ 18	\$ 7,643,440	\$ -	\$ -	\$ 30,553,000	\$ -	\$ 940,000	\$ 7,235,000	\$ 3,983,000	\$ 1,640,000	\$ 16,755,000	
	SUBTOTAL	\$ 29,135,083	\$ 10,961,905	\$ 1,440,000	\$ 12,520,000	\$ 18,621,000	\$ 240,000	\$ 30,140,337	\$ 103,058,325	\$ 64,861,885	\$ 22	\$ 7,643,440	\$ -	\$ -	\$ 30,553,000	\$ -	\$ 940,000	\$ 7,235,000	\$ 3,983,000	\$ 1,640,000	\$ 16,755,000	

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
9/08/2020
Amendment 4

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2028										2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2028
College Parkway at Timber Creek **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	350,000	\$ 350,000	0,4	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	350,000	-	-	-	-	350,000	215,000	0,4	-		-		135,000		-	135,000	-	-	-	-
FM 2499 at Chaparral **	-	430,000	-	-	-	-	-	430,000	350,000	0,4	80,000		-		-		-	-	-	-	-	-
FM 2499 at Chaparral **	-	430,000	-	-	-	-	-	430,000	430,000	0,2,4	-		-		-		-	-	-	-	-	-
FM 2499 at Northshore **	-	-	350,000	-	-	-	-	350,000	350,000	4	-		-		-		-	-	-	-	-	-
FM 2499 at Silveron **	405,000	-	-	-	-	-	-	405,000	405,000	0	-		-		-		-	-	-	-	-	-
Garden Ridge at Forest Vista **	-	-	350,000	-	-	-	-	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Kirkpatrick **	-	-	-	-	350,000	-	-	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	350,000	350,000	350,000	0,4,5	-		-		-		-	-	-	-	-	-
Morriss at Eaton **	-	-	-	350,000	-	-	-	350,000	350,000	4	-		-		-		-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation **	625,000	125,000	125,000	125,000	125,000	125,000	-	1,250,000	125,000	4	625,000		-		500,000		-	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation **	-	-	-	-	-	-	500,000	500,000	-		-		-		500,000		-	-	-	-	-	500,000
Traffic Signal Rehabilitation **	-	57,114	-	-	-	-	500,000	557,114	57,114	4	-		-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 1,760,000	\$ 555,000	\$ 1,175,000	\$ 475,000	\$ 475,000	\$ 125,000	\$ 2,250,000	\$ 6,815,000	\$ 4,975,000		\$ 705,000		\$ -		\$ 1,135,000		\$ -	\$ 260,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000
SUBTOTAL	\$ 1,760,000	\$ 612,114	\$ 1,175,000	\$ 475,000	\$ 475,000	\$ 125,000	\$ 2,250,000	\$ 6,872,114	\$ 5,112,114		\$ 625,000		\$ -		\$ 1,135,000		\$ -	\$ 260,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
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8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
9/08/2020

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	-	1,010,000	-	-	-	-	-	1,010,000	1,010,000	8	-		-		-		-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	-	200,000	1,321,000	-	-	-	-	1,521,000	1,521,000	8	-		-		-		-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	-	150,000	1,314,000	-	-	-	-	1,464,000	1,464,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Chancellor) **	335,000	2,400,000	-	-	-	-	-	2,735,000	2,735,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	350,000	2,300,000	-	-	-	2,650,000	2,650,000	8	-		-		-		-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-		-		-		-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlly St)	-	-	-	-	-	-	1,170,000	1,170,000	1,170,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Panel Replacement (FM 3040 to FM 1171) **	4,040,000	-	-	-	-	-	-	4,040,000	4,040,000	8	-		-		-		-	-	-	-	-	-
Old Gerault Road Reconstruction	370,000	-	-	-	-	-	1,200,000	1,570,000	1,570,000	8	-		-		-		-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	-			-	800,000	800,000	800,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-		250,000	-	-	-	250,000	250,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-		250,000	2,000,000	-	-	2,250,000	2,250,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-		-	300,000	2,925,000	-	3,225,000	3,225,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	500,000	-	-	-	-	500,000	500,000	8	-		-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,720,000	\$ 3,760,000	\$ 3,485,000	\$ 2,800,000	\$ 2,300,000	\$ 2,925,000	\$ 9,114,000	\$ 31,104,000	\$ 31,104,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	2,235,000	-		-		-		2,235,000		-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	1,893,375	763,375	4	1,130,000		-		-		-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	700,000	10,722,000	-	-	-	11,422,000	-		-		-		11,422,000		-	700,000	10,722,000	-	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000		-		-		-	-	-	-	-	-
Library Expansion**	12,500,000	37,000	-	-	-	-	-	12,537,000	137,000	2	12,400,000		-		-		-	-	-	-	-	-
Gibson-Grant Log Cabin Reconstruction	139,593	1,436,000	-		-	-	-	1,575,593	1,487,593	1,2	88,000		-		-		-		-	-	-	-
Gibson-Grant Historic Cabin Restoration	139,593	1,436,000	-		-	-	-	1,575,593	1,487,593	1,2	88,000		-		-		-		-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	4	1,760,000		-		-		-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	1,750,000	1,100,000	4	650,000		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 27,473,968	\$ 1,473,000	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -	\$ 42,603,968	\$ 6,398,968		\$ 22,548,000		\$ -		\$ 13,657,000		\$ -	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
2018-19 Playground Replacements (Lakewood, Stone Creek, Thrush West, & Gerault parks) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	-	350,000	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand - Pavilion,Picnic tables, Grill, Trash Receptacles) **	-	-	300,000	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park - Enhancements	-	150,000	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	-	1,500,000	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase II	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6,8	-	-	-	-	-	-	-	-	-	-	-	-
Canyon Falls Park	150,000	3,000,000	-	-	-	-	-	3,150,000	2,652,913	2,6,8	497,087	-	-	-	-	-	-	-	-	-	-	-
Canyon Falls Park	150,000	3,000,000	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	-	-	-	650,000	-	650,000	650,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	900,000	-	900,000	900,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Gerault Park Update (Pavilion, Electrical, Grills & Trash Receptacles)	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Glenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Heritage Park Improvements (lighting;Upgrade Fort Wildflower Playground, Shade and Security Lighting.	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Hound Mound Parking and Restroom	-	810,000	-	-	-	-	-	810,000	810,000	2,6	-	-	-	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	425,000	-	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creak, Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (Lighting for Tennis)**	-	-	-	225,000	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)	-	90,000	-	-	-	-	-	90,000	90,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	560,000	50,000	50,000	50,000	50,000	50,000	-	810,000	810,000	6,8	-	-	-	-	-	-	-	-	-	-	-	-
Peters Colony Memorial Park	105,000	200,000	1,000,000	-	-	-	-	1,305,000	1,305,000	6,8	-	-	-	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	-	650,000	-	-	-	-	-	650,000	650,000	6,7	-	-	-	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-	-	-	-	-	-	-	-	-	-	-	-
Rheudasil Park Improvements	400,000	2,200,000	-	-	-	-	-	2,600,000	2,600,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	400,000	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	-	4,700,000	4,700,000	4,700,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trails Master Plan	-	300,000	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-	-	-	-

SUBTOTAL	\$ 3,690,000	\$ 7,800,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 26,440,000	\$ 25,942,913		\$ 497,087	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 3,690,000	\$ 7,800,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 26,440,000	\$ 26,440,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

GRAND TOTAL GENERAL FUND	\$ 68,779,051	\$ 24,199,905	\$ 9,275,000	\$ 29,092,000	\$ 25,881,000	\$ 6,240,000	\$ 46,204,337	\$ 209,671,293	\$ 132,932,766		\$ 31,393,527	\$ -	\$ 45,345,000	\$ -	\$ 1,900,000	\$ 18,232,000	\$ 6,193,000	\$ 1,765,000	\$ 17,255,000
GRAND TOTAL GENERAL FUND	\$ 68,779,051	\$ 24,607,019	\$ 9,275,000	\$ 29,092,000	\$ 25,881,000	\$ 6,240,000	\$ 46,204,337	\$ 210,078,407	\$ 133,419,880		\$ 31,313,527	\$ -	\$ 45,345,000	\$ -	\$ 1,900,000	\$ 18,232,000	\$ 6,193,000	\$ 1,765,000	\$ 17,255,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE						
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028								2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bruton Orand Elevated Storage Tank Chloramine System	150,000	150,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-	-	-	
Canyon Falls 20-Inch Water Line	2,000,000	-	660,000	-	-	-	-	2,660,000	400,000	0	1,700,000	-	-	560,000	-	560,000	-	-	-	-	
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	175,000	0.3	-	-	-	495,000	-	-	-	-	-	495,000	
Denton Creek Boulevard 12-Inch Water Line	200,000	-	420,000	880,000	-	-	-	1,500,000	620,000	0.5	-	-	-	880,000	-	-	880,000	-	-	-	
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0	-	-	-	16,400,000	-	-	-	-	-	16,400,000	
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0	-	-	-	7,600,000	-	-	-	-	-	7,600,000	
Denton Creek Spine Road 12-inch Water Line	100,000	350,000	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	-	-	1,650,000	-	300,000	1,350,000	-	-	-	
Denton Creek District - Reuse Waterlines	400,000	250,000	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	-	-	-	
Fire Station No. 7 Utilities	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-	-	-	
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0	-	-	-	5,590,000	-	-	-	-	-	5,590,000	
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0	-	-	-	-	-	-	-	-	-	-	
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	-	-	-	
Forest Vista Water Line	-	210,000	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	-	-	-	
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	-	1,000,000	-	-	-	-	-	1,000,000	700,000	0	-	-	-	300,000	300,000	-	-	-	-	-	
Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	2	2,250,000	-	-	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase II	350,000	-	2,710,000	-	-	-	-	3,060,000	-	-	350,000	-	-	2,710,000	-	2,710,000	-	-	-	-	
High Road Water Line Replacement Phase III	-	1,500,000	-	-	-	-	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	-	-	-	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	-	-	2,310,000	-	-	-	-	-	2,310,000	
Hillside Water Line Connection	-	200,000	-	-	-	-	-	200,000	-	-	-	-	-	200,000	200,000	-	-	-	-	-	
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0	-	-	-	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0	-	-	-	880,000	-	-	-	-	-	880,000	
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	-	-	8,000,000	-	-	-	-	8,000,000	-	
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	5,450,000	1,450,000	0	-	-	-	4,000,000	-	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	5,630,000	1,630,000	0	-	-	-	4,000,000	-	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	1,440,000	1,440,000	0	-	-	-	-	-	-	-	-	-	-	
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	1,800,000	1,800,000	0	-	-	-	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0	-	-	-	3,000,000	-	-	-	-	-	3,000,000	
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	200,000	2,300,000	-	-	-	-	-	2,500,000	200,000	2	-	-	-	2,300,000	2,300,000	-	-	-	-	-	
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	-	-	-	
Morriss Road Water Lines Phase II (Milford to Eaton)	-	350,000	2,650,000	-	-	-	-	3,000,000	-	-	-	-	-	3,000,000	350,000	2,650,000	-	-	-	-	
Morriss Road Water Lines Phase III (Eaton to FM 407)	-	-	550,000	5,000,000	-	-	-	5,550,000	2,200,000	0.7	-	-	-	3,350,000	-	550,000	2,800,000	-	-	-	
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	1,450,000	400,000	0.3	1,050,000	-	-	-	-	-	-	-	-	-	
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0	-	-	-	260,000	-	-	-	-	-	260,000	
Red Bud Point Water Service Relocation	925,000	260,000	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	-	-	-	
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	-	-	-	
Royal Oaks Water Line Replacement Phase I	-	-	75,000	725,000	-	-	-	800,000	-	-	-	-	-	800,000	-	75,000	725,000	-	-	-	
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0	-	-	-	1,000,000	-	-	-	-	-	1,000,000	
Stonecrest Pump Station Phase I (Auxiliary Power)	-	200,000	1,920,000	-	-	-	-	2,120,000	550,000	0	-	-	-	1,570,000	-	1,570,000	-	-	-	-	
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0	-	-	-	4,890,000	-	-	-	-	-	4,890,000	
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	0	-	-	-	840,000	-	-	-	-	-	840,000	
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	-	350,000	-	-	-	-	350,000	-	-	50,000	-	-	300,000	-	300,000	-	-	-	-	
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	600,000	-	-	-	-	-	640,000	40,000	2	-	-	-	600,000	600,000	-	-	-	-	-	
Stonehill Pump Station Discharge Valve Replacement	-	60,000	500,000	-	-	-	-	560,000	60,000	2	-	-	-	500,000	-	500,000	-	-	-	-	
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	0	-	-	-	120,000	-	-	-	-	-	120,000	
Timber Creek Water Line Replacement Phase I	-	1,000,000	-	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	-	-	-	-	-	
Timber Creek Water Line Replacement Phase II	-	-	1,000,000	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	-	1,000,000	-	-	-	-	
Timber Creek Water Line Replacement Phase III	-	-	-	450,000	-	-	-	450,000	-	-	-	-	-	450,000	-	-	450,000	-	-	-	
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	300,000	-	300,000	-	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
Water Master Plan	-	150,000	-	-	-	-	-	150,000	150,000	0	-	-	-	-	-	-	-	-	-	-	
Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	-	-	750,000	-	-	200,000	-	50,000	50,000	50,000	50,000	-	
Water System Model Update	157,285	5,000	5,000	5,000	5,000	5,000	-	182,285	182,285	0.5	-	-	-	-	-	-	-	-	-	-	
Westchester Water Line Replacement	-	-	-	-	-	1,320,000	-	1,320,000	-	-	-	-	-	1,320,000	-	-	-	-	1,320,000	-	
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0	-	-	-	2,310,000	-	-	-	-	-	2,310,000	
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0	-	-	-	3,090,000	-	-	-	-	-	3,090,000	
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0	-	-	-	1,240,000	-	-	-	-	-	1,240,000	
Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-	-	
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 18,029,905	\$ 8,999,000	\$ 11,890,000	\$ 9,835,000	\$ 355,000	\$ 10,705,000	\$ 68,170,000	\$ 127,983,905	\$ 25,333,905	\$ 24	\$ 10,935,000	\$ -	\$ -	\$ 91,715,000	\$ -	\$ 6,550,000	\$ 10,565,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,025,000

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

TOWN OF FLOWER MOUND
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STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	325,000	132,000	-	-	-	-	-	457,000	457,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	-	-	-	200,000	-	-	200,000	200,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	-	175,000	200,000	-	-	-	-	375,000	375,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilizatn at 1540 Echo Bluff	-	-	-	-	-	75,000	-	75,000	75,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	100,000	-	-	-	-	-	-	100,000	100,000	2	-		-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	520,000	690,000	1,670,000	-	-	-	-	2,880,000	1,210,000	2,4,7	-		-		1,670,000		-	1,670,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	50,000	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
Rangewood Drive Drainage Improvements	50,000	300,000	-	-	-	-	-	350,000	350,000	2	-		-		-		-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,545,000	\$ 1,347,000	\$ 1,870,000	\$ -	\$ 200,000	\$ 225,000	\$ 825,000	\$ 6,012,000	\$ 4,342,000		\$ -		\$ -		\$ 1,670,000		\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
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TOWN OF FLOWER MOUND
SUMMARY FIVE YEAR CIP PLAN
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WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000	-	-	-	-	-	-	-	-	-	-	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	-	400,000	-	-	-	-	400,000	-	-	-	-	-	400,000	-	-	-	400,000	-	-	-	-
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	130,000	-	2,100,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	1,835,000	100,000	2	1,735,000	-	-	-	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	-	2,550,000	-	-	-	-	-	2,550,000	-	-	750,000	-	-	1,800,000	1,800,000	-	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0	-	-	-	330,000	-	-	-	-	-	330,000	-	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	810,000	-	-	-	-	810,000	-	0	-	-	-	810,000	-	-	810,000	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	500,000	3,000,000	-	-	-	3,500,000	150,000	0	-	-	-	3,350,000	-	-	500,000	2,850,000	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0	-	-	-	2,500,000	-	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	440,000	-	-	-	-	440,000	230,000	0	-	-	-	210,000	-	-	210,000	-	-	-	-	-
Southside Force Main Extension	-	-	-	300,000	2,100,000	-	-	2,400,000	1,400,000	0	-	-	-	1,000,000	-	-	-	-	1,000,000	-	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.3,5	-	-	-	2,900,000	-	-	-	-	-	-	-	2,900,000
Southside Pump Upgrade	-	90,000	1,012,000	-	-	-	-	1,102,000	535,500	0.5	-	-	-	566,500	-	-	566,500	-	-	-	-	-
Spring Meadow Ln Sewer Line	-	-	1,500,000	-	-	-	-	1,500,000	-	0	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-
Timber Creek Trunk Line (Morris Road to Rawlings Street)	-	300,000	2,505,000	-	-	-	-	2,805,000	-	-	-	-	-	2,805,000	300,000	2,505,000	-	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	300,000	-	-	-	300,000	-	0	-	-	-	300,000	-	-	-	-	-	300,000	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	2,660,000	410,000	0	2,250,000	-	-	-	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	3,700,000	-	-	3,700,000	-	-	-	-	-	-	-	-	-	-	-
Wastewater Master Plan	-	180,000	-	-	-	-	-	180,000	180,000	0	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	210,785	5,000	5,000	5,000	5,000	5,000	-	235,785	235,785	0.5	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	-	13,000,000	-	-	-	-	-	13,000,000	-	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	-	-	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-	-	-	-	-
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	50,000	370,000	-	-	-	420,000	95,000	0	-	-	-	325,000	-	-	-	325,000	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	720,000	-	-	720,000	-	0	-	-	-	720,000	-	-	-	-	720,000	-	-	-
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	410,000	-	410,000	-	0	-	-	-	410,000	-	-	-	-	-	410,000	-	-
Wichita Trail Lift Station Improvements	-	-	-	780,000	-	-	-	780,000	-	0	-	-	-	780,000	-	-	780,000	-	-	-	-	-
SUBTOTAL	\$ 27,285,785	\$ 3,439,000	\$ 7,472,000	\$ 5,005,000	\$ 3,075,000	\$ 995,000	\$ 20,550,000	\$ 67,821,785	\$ 5,280,285		\$ 26,585,000	\$ -	\$ 35,956,500	\$ 2,350,000	\$ 6,741,500	\$ 4,205,000	\$ 1,970,000	\$ 1,290,000	\$ 19,400,000			
GRAND TOTAL UTILITY FUND	\$ 46,860,690	\$ 13,785,000	\$ 21,232,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,817,690	\$ 34,956,190		\$ 37,520,000	\$ -	\$ 129,341,500	\$ 8,900,000	\$ 18,976,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,425,000			

** Project Includes ADA Improvements
Other Sources
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TOWN OF FLOWER MOUND
SUMMARY FIVE YEAR CIP PLAN
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	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE					
			2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
	Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0,5	\$ 350,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	2,463,000	1,063,000	0,5	-		-	1,400,000	-	-	-	-	1,400,000	-	-
	ADA Transition Plan and Implementation **	1,148,000	150,000	150,000	150,000	150,000	150,000		1,898,000	163,000	2,4	1,135,000		-	600,000	-	150,000	150,000	150,000	150,000	150,000	-
	Bruton Orand at FM1171 Right Turn Lane (Northbound)	100,000	450,000	-	-	-	-	-	550,000	170,000	2,4	380,000		-	-	-	-	-	-	-	-	-
	Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0,2,7	-		-	-	-	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-		-	240,000	-	-	-	-	-	-	240,000
	Denton Creek Boulevard (I35W to Prairie Ridge Rd) **	-	-	400,000	800,000	-	-	11,285,000	12,485,000	11,070,000	0	-		-	1,415,000	-	-	-	-	-	-	1,415,000
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	-	6,747,000	-	-	-	7,057,000	1,650,000	0,1	-		-	5,407,000	-	-	5,407,000	-	-	-	-
	Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	615,000	615,000	0,2	-		-	-	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	7	-		-	-	-	-	-	-	-	-	-
	FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	950,000	350,000	0,3,5	600,000		-	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	-	-	400,000	1,588,000	-	-	-	1,988,000	-				-	1,988,000	-	400,000	1,588,000	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,300,000	-	-	-	1,700,000	1,400,000	1	-		-	300,000	-	300,000	-	-	-	-	-
	FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	475,000	375,000	0	100,000		-	-	-	-	-	-	-	-	-
	FM 2499 at Waketon Intersection Improvements	360,000	1,540,000	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000		-	-	-	-	-	-	-	-	-
	FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000		-	-	-	-	-	-	-	-	-
	Garden Ridge Through Lane (at FM 3040)	60,000	550,000	-		-	-	-	610,000	610,000	0,4	-		-	-	-	-	-	-	-	-	-
	I35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	2,500,000	1,5	-		-	2,500,000	-	-	-	-	-	-	2,500,000
	Impact Fee Update	-	90,000	-	-	-	-	90,000	180,000	180,000	0	-		-	-	-	-	-	-	-	-	-
	Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	800,000	7,918,000		-	8,718,000	4,975,000	0,1	-		-	3,743,000	-	-	-	3,743,000			-
	Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0	1,400,000		-	-	-	-	-	-	-	-	-
	Lakeside Parkway Capacity Improvements **	-	-	-	540,000	8,000,000	-	-	8,540,000	8,540,000	1,2,3	-		-	-	-	-	-	-	-	-	-
	Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-		-	6,500,000	-	-	-	-	-	-	6,500,000
	Morris Road Improvements **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0,1,4	125,000		-	-	-	-	-	-	-	-	-
	Peters Colony Roundabout **	200,000	910,000	-	-	-	-	-	1,110,000	1,110,000	2,4	-		-	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	1,150,000	3,600,000	-	-	-	-	-	4,750,000	4,331,000	2,4,7	419,000		-	-	-	-	-	-	-	-	-
	Roadway Amenities	593,083	90,000	90,000	90,000	90,000	90,000	-	1,043,083	398,083	2,4	285,000		-	360,000	-	90,000	90,000	90,000	90,000	90,000	-
	Shiloh Road Improvements **	-	-	-	505,000	-	-	6,100,000	6,605,000	505,000	1	-		-	6,100,000	-	-	-	-	-	-	6,100,000
	Sidewalk Links **	1,111,000	150,000	-	-	-	-	-	1,261,000	1,261,000	2,4	-		-	-	-	-	-	-	-	-	-
	Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,560	3	819,440		-	-	-	-	-	-	-	-	-
	Street Light Improvements	-	115,000	-	-	-	-	-	115,000	115,000	2,4	-		-	-	-	-	-	-	-	-	-
	Transportation Model Update and LOS Mapping	75,000	-	-	-	-	-	-	75,000	75,000	2	-		-	-	-	-	-	-	-	-	-
	US 377 Overpass at FM 1171 (Rock Cladding)		350,000	-	-	-	-	-	350,000	350,000	4	-		-	-	-	-	-	-	-	-	-
	Waketon Road **	5,500,000	2,966,905	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000		-	-	-	-	-	-	-	-	-
	Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2,4	-		-	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 29,135,083	\$ 10,961,905	\$ 1,440,000	\$ 12,520,000	\$ 18,621,000	\$ 240,000	\$ 30,140,337	\$ 103,058,325	\$ 64,861,885	\$ 22	\$ 7,643,440	\$ -	\$ -	\$ 30,553,000	\$ -	\$ -	\$ 940,000	\$ 7,235,000	\$ 3,983,000	\$ 1,640,000	\$ 16,755,000

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

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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2028										2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2028
College Parkway at Timber Creek **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	350,000	\$ 350,000	0,4	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	350,000	-	-	-	-	350,000	215,000	0,4	-		-		135,000		-	135,000	-	-	-	-
FM 2499 at Chaparral **	-	430,000	-	-	-	-	-	430,000	430,000	0,2,4	-		-		-		-	-	-	-	-	-
FM 2499 at Northshore **	-	-	350,000	-	-	-	-	350,000	350,000	4	-		-		-		-	-	-	-	-	-
FM 2499 at Silveron **	405,000	-	-	-	-	-	-	405,000	405,000	0	-		-		-		-	-	-	-	-	-
Garden Ridge at Forest Vista **	-	-	350,000	-	-	-	-	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Kirkpatrick **	-	-	-	-	350,000	-	-	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	350,000	350,000	350,000	0,4,5	-		-		-		-	-	-	-	-	-
Morriss at Eaton **	-	-	-	350,000	-	-	-	350,000	350,000	4	-		-		-		-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	350,000	350,000	350,000	0,4	-		-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation **	625,000	125,000	125,000	125,000	125,000	125,000	-	1,250,000	125,000	4	625,000		-		500,000		-	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation **	-	57,114	-	-	-	-	500,000	557,114	57,114	4	-		-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 1,760,000	\$ 612,114	\$ 1,175,000	\$ 475,000	\$ 475,000	\$ 125,000	\$ 2,250,000	\$ 6,872,114	\$ 5,112,114		\$ 625,000		\$ -		\$ 1,135,000		\$ -	\$ 260,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
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Other Sources
0. Impact Fees
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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	-	1,010,000	-	-	-	-	-	1,010,000	1,010,000	8	-		-		-		-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	-	200,000	1,321,000	-	-	-	-	1,521,000	1,521,000	8	-		-		-		-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	-	150,000	1,314,000	-	-	-	-	1,464,000	1,464,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Chancellor) **	335,000	2,400,000	-	-	-	-	-	2,735,000	2,735,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	350,000	2,300,000	-	-	-	2,650,000	2,650,000	8	-		-		-		-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-		-		-		-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlly St)	-	-	-	-	-	-	1,170,000	1,170,000	1,170,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Panel Replacement (FM 3040 to FM 1171) **	4,040,000	-	-	-	-	-	-	4,040,000	4,040,000	8	-		-		-		-	-	-	-	-	-
Old Gerault Road Reconstruction	370,000	-	-	-	-	-	1,200,000	1,570,000	1,570,000	8	-		-		-		-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	-			-	800,000	800,000	800,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-		250,000	-	-	-	250,000	250,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-		250,000	2,000,000	-	-	2,250,000	2,250,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-		-	300,000	2,925,000	-	3,225,000	3,225,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	500,000	-	-	-	-	500,000	500,000	8	-		-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,720,000	\$ 3,760,000	\$ 3,485,000	\$ 2,800,000	\$ 2,300,000	\$ 2,925,000	\$ 9,114,000	\$ 31,104,000	\$ 31,104,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	2,235,000	-		-		-		2,235,000		-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	1,893,375	763,375	4	1,130,000		-		-		-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	700,000	10,722,000	-	-	-	11,422,000	-		-		-		11,422,000		-	700,000	10,722,000	-	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000		-		-		-	-	-	-	-	-
Library Expansion**	12,500,000	37,000	-	-	-	-	-	12,537,000	137,000	2	12,400,000		-		-		-	-	-	-	-	-
Gibson-Grant Historic Cabin Restoration	139,593	1,436,000	-		-	-	-	1,575,593	1,487,593	1,2	88,000		-		-		-		-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	4	1,760,000		-		-		-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	1,750,000	1,100,000	4	650,000		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 27,473,968	\$ 1,473,000	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -	\$ 42,603,968	\$ 6,398,968		\$ 22,548,000		\$ -		\$ 13,657,000		\$ -	\$ 700,000	\$ 10,872,000	\$ 2,085,000	\$ -	\$ -

*General Obligation Bonds
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Other Sources
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1. Grant and Interlocal Funds
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
2018-19 Playground Replacements (Lakewood, Stone Creek, Thrush West, & Gerault parks) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	-	350,000	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand - Pavilion, Picnic tables, Grill, Trash Receptacles) **	-	-	300,000	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park - Enhancements	-	150,000	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	-	1,500,000	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase II	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6,8	-	-	-	-	-	-	-	-	-	-	-	-
Canyon Falls Park	150,000	3,000,000	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	-	-	-	650,000	-	650,000	650,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	900,000	-	900,000	900,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Gerault Park Update (Pavilion, Electrical, Grills & Trash Receptacles)	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Glenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Heritage Park Improvements (lighting; Upgrade Fort Wildflower Playground, Shade and Security Lighting,	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Hound Mound Parking and Restroom	-	810,000	-	-	-	-	-	810,000	810,000	2,6	-	-	-	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	425,000	-	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creak, Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (Lighting for Tennis)**	-	-	-	225,000	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)	-	90,000	-	-	-	-	-	90,000	90,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	560,000	50,000	50,000	50,000	50,000	50,000	-	810,000	810,000	6,8	-	-	-	-	-	-	-	-	-	-	-	-
Peters Colony Memorial Park	105,000	200,000	1,000,000	-	-	-	-	1,305,000	1,305,000	6,8	-	-	-	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	-	650,000	-	-	-	-	-	650,000	650,000	6,7	-	-	-	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-	-	-	-	-	-	-	-	-	-	-	-
Rheudasil Park Improvements	400,000	2,200,000	-	-	-	-	-	2,600,000	2,600,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	400,000	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trail Connections (Bluebonnet, Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	-	4,700,000	4,700,000	4,700,000	8	-	-	-	-	-	-	-	-	-	-	-	-
Trails Master Plan	-	300,000	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL		\$ 3,690,000	\$ 7,800,000	\$ 2,475,000	\$ 2,425,000	\$ 2,400,000	\$ 2,950,000	\$ 4,700,000	\$ 26,440,000	\$ 26,440,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND		\$ 68,779,051	\$ 24,607,019	\$ 9,275,000	\$ 29,092,000	\$ 25,881,000	\$ 6,240,000	\$ 46,204,337	\$ 210,078,407	\$ 133,916,967	\$ 30,816,440	\$ -	\$ 45,345,000	\$ -	\$ 1,900,000	\$ 18,232,000	\$ 6,193,000	\$ 1,765,000	\$ 17,255,000			

** Project Includes ADA Improvements

Other Sources

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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028									2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bruton Orand Elevated Storage Tank Chloramine System	150,000	150,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-	-	-	
Canyon Falls 20-Inch Water Line	2,000,000	-	660,000	-	-	-	-	2,660,000	400,000	0	1,700,000	-	-	560,000	-	560,000	-	-	-	-	
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	175,000	0.3	-	-	495,000	-	-	-	-	-	495,000	-	
Denton Creek Boulevard 12-Inch Water Line	200,000	-	420,000	880,000	-	-	-	1,500,000	620,000	0.5	-	-	880,000	-	-	-	880,000	-	-	-	
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0	-	-	16,400,000	-	-	-	-	-	-	16,400,000	
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0	-	-	7,600,000	-	-	-	-	-	-	7,600,000	
Denton Creek Spine Road 12-inch Water Line	100,000	350,000	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	-	1,650,000	-	300,000	1,350,000	-	-	-	-	
Denton Creek District - Reuse Waterlines	400,000	250,000	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	-	-	-	
Fire Station No. 7 Utilities	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-	-	-	
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0	-	-	5,590,000	-	-	-	-	-	-	5,590,000	
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0	-	-	-	-	-	-	-	-	-	-	
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	-	-	-	
Forest Vista Water Line	-	210,000	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	-	-	-	
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	-	1,000,000	-	-	-	-	-	1,000,000	700,000	0	-	-	300,000	300,000	-	-	-	-	-	-	
Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	2	2,250,000	-	-	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase II	350,000	-	2,710,000	-	-	-	-	3,060,000	-	-	350,000	-	-	2,710,000	-	2,710,000	-	-	-	-	
High Road Water Line Replacement Phase III	-	1,500,000	-	-	-	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	-	-	-	-	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	-	-	2,310,000	-	-	-	-	-	2,310,000	
Hillside Water Line Connection	-	200,000	-	-	-	-	-	200,000	-	-	-	-	200,000	200,000	-	-	-	-	-	-	
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0	-	-	-	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0	-	-	880,000	-	-	-	-	-	-	880,000	
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	-	8,000,000	-	-	-	-	8,000,000	-	-	
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	5,450,000	1,450,000	0	-	-	4,000,000	-	-	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	5,630,000	1,630,000	0	-	-	4,000,000	-	-	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	1,440,000	1,440,000	0	-	-	-	-	-	-	-	-	-	-	
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	1,800,000	1,800,000	0	-	-	-	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0	-	-	3,000,000	-	-	-	-	-	-	3,000,000	
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	200,000	2,300,000	-	-	-	-	-	2,500,000	200,000	2	-	-	2,300,000	2,300,000	-	-	-	-	-	-	
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	-	-	-	
Morriss Road Water Lines Phase II (Milford to Eaton)	-	350,000	2,650,000	-	-	-	-	3,000,000	-	-	-	-	3,000,000	350,000	2,650,000	-	-	-	-	-	
Morriss Road Water Lines Phase III (Eaton to FM 407)	-	-	550,000	5,000,000	-	-	-	5,550,000	2,200,000	0.7	-	-	3,350,000	-	550,000	2,800,000	-	-	-	-	
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	1,450,000	400,000	0.3	1,050,000	-	-	-	-	-	-	-	-	-	
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0	-	-	260,000	-	-	-	-	-	-	260,000	
Red Bud Point Water Service Relocation	925,000	260,000	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	-	-	-	
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	-	-	-	
Royal Oaks Water Line Replacement Phase I	-	-	75,000	725,000	-	-	-	800,000	-	-	-	-	800,000	-	75,000	725,000	-	-	-	-	
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0	-	-	1,000,000	-	-	-	-	-	-	1,000,000	
Stonecrest Pump Station Phase I (Auxiliary Power)	-	200,000	1,920,000	-	-	-	-	2,120,000	550,000	0	-	-	1,570,000	-	1,570,000	-	-	-	-	-	
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0	-	-	4,890,000	-	-	-	-	-	-	4,890,000	
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	0	-	-	840,000	-	-	-	-	-	-	840,000	
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	-	350,000	-	-	-	-	350,000	-	-	50,000	-	300,000	-	300,000	-	-	-	-	-	
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	600,000	-	-	-	-	-	640,000	40,000	2	-	-	600,000	600,000	-	-	-	-	-	-	
Stonehill Pump Station Discharge Valve Replacement	-	60,000	500,000	-	-	-	-	560,000	60,000	2	-	-	500,000	-	500,000	-	-	-	-	-	
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	0	-	-	120,000	-	-	-	-	-	-	120,000	
Timber Creek Water Line Replacement Phase I	-	1,000,000	-	-	-	-	-	1,000,000	-	-	-	-	1,000,000	1,000,000	-	-	-	-	-	-	
Timber Creek Water Line Replacement Phase II	-	-	1,000,000	-	-	-	-	1,000,000	-	-	-	-	1,000,000	-	1,000,000	-	-	-	-	-	
Timber Creek Water Line Replacement Phase III	-	-	-	450,000	-	-	-	450,000	-	-	-	-	450,000	-	-	450,000	-	-	-	-	
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	300,000	-	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	300,000	-	
Water Master Plan	-	150,000	-	-	-	-	-	150,000	150,000	0	-	-	-	-	-	-	-	-	-	-	
Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	-	-	750,000	-	200,000	-	50,000	50,000	50,000	50,000	-	-	
Water System Model Update	157,285	5,000	5,000	5,000	5,000	5,000	-	182,285	182,285	0.5	-	-	-	-	-	-	-	-	-	-	
Westchester Water Line Replacement	-	-	-	-	-	1,320,000	-	1,320,000	-	-	-	-	1,320,000	-	-	-	-	-	1,320,000	-	
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0	-	-	2,310,000	-	-	-	-	-	-	2,310,000	
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0	-	-	3,090,000	-	-	-	-	-	-	3,090,000	
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0	-	-	1,240,000	-	-	-	-	-	-	1,240,000	
Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-	-	
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 18,029,905	\$ 8,999,000	\$ 11,890,000	\$ 9,835,000	\$ 355,000	\$ 10,705,000	\$ 68,170,000	\$ 127,983,905	\$ 25,333,905	\$ 24	\$ 10,935,000	\$ -	\$ -	\$ 91,715,000	\$ -	\$ 6,550,000	\$ 10,565,000	\$ 5,675,000	\$ 1,230,000	\$ 9,670,000	\$ 58,025,000

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2019-2020
9/08/2020
Amendment 4

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2028										2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2028
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	325,000	132,000	-	-	-	-	-	457,000	457,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	-	-	-	200,000	-	-	200,000	200,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	-	175,000	200,000	-	-	-	-	375,000	375,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilizatn at 1540 Echo Bluff	-	-	-	-	-	75,000	-	75,000	75,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	100,000	-	-	-	-	-	-	100,000	100,000	2	-		-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	520,000	690,000	1,670,000	-	-	-	-	2,880,000	1,210,000	2,4,7	-		-		1,670,000		-	1,670,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	50,000	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
Rangewood Drive Drainage Improvements	50,000	300,000	-	-	-	-	-	350,000	350,000	2	-		-		-		-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,545,000	\$ 1,347,000	\$ 1,870,000	\$ -	\$ 200,000	\$ 225,000	\$ 825,000	\$ 6,012,000	\$ 4,342,000		\$ -		\$ -		\$ 1,670,000		\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF 12 YEAR CIP PLAN
FY 2019-2020
9/08/2020
Amendment 4

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028										2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000	-	-	-	-	-	-	-	-	-	-	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	-	400,000	-	-	-	-	400,000	-	-	-	-	-	400,000	-	-	-	400,000	-	-	-	-
Impact Fee Update	-	64,000	-	-	-	-	-	64,000	64,000	0	-	-	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	130,000	-	2,100,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	1,835,000	100,000	2	1,735,000	-	-	-	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	-	2,550,000	-	-	-	-	-	2,550,000	-	-	750,000	-	-	1,800,000	1,800,000	-	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0	-	-	-	330,000	-	-	-	-	-	330,000	-	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	810,000	-	-	-	-	810,000	-	0	-	-	-	810,000	-	-	810,000	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	500,000	3,000,000	-	-	-	3,500,000	150,000	0	-	-	-	3,350,000	-	-	500,000	2,850,000	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0	-	-	-	2,500,000	-	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	440,000	-	-	-	-	440,000	230,000	0	-	-	-	210,000	-	-	210,000	-	-	-	-	-
Southside Force Main Extension	-	-	-	300,000	2,100,000	-	-	2,400,000	1,400,000	0	-	-	-	1,000,000	-	-	-	-	1,000,000	-	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.35	-	-	-	2,900,000	-	-	-	-	-	-	-	2,900,000
Southside Pump Upgrade	-	90,000	1,012,000	-	-	-	-	1,102,000	535,500	0.5	-	-	-	566,500	-	-	566,500	-	-	-	-	-
Spring Meadow Ln Sewer Line	-	-	1,500,000	-	-	-	-	1,500,000	-	0	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-
Timber Creek Trunk Line (Morris Road to Rawlings Street)	-	300,000	2,505,000	-	-	-	-	2,805,000	-	-	-	-	-	2,805,000	300,000	2,505,000	-	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	300,000	-	-	-	300,000	-	0	-	-	-	300,000	-	-	-	-	-	300,000	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	2,660,000	410,000	0	2,250,000	-	-	-	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	3,700,000	-	-	3,700,000	-	-	-	-	-	-	-	-	-	-	-
Wastewater Master Plan	-	180,000	-	-	-	-	-	180,000	180,000	0	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	210,785	5,000	5,000	5,000	5,000	5,000	-	235,785	235,785	0.5	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	-	-	-	13,000,000	-	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	-	-	1,000,000	-	-	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-	-	-	-	-
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	50,000	370,000	-	-	-	420,000	95,000	0	-	-	-	325,000	-	-	-	325,000	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	720,000	-	-	720,000	-	0	-	-	-	720,000	-	-	-	-	720,000	-	-	-
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	410,000	-	410,000	-	0	-	-	-	410,000	-	-	-	-	-	410,000	-	-
Wichita Trail Lift Station Improvements	-	-	-	780,000	-	-	-	780,000	-	0	-	-	-	780,000	-	-	780,000	-	-	-	-	-
SUBTOTAL	\$ 27,285,785	\$ 3,439,000	\$ 7,472,000	\$ 5,005,000	\$ 3,075,000	\$ 995,000	\$ 20,550,000	\$ 67,821,785	\$ 5,280,285		\$ 26,585,000	\$ -	\$ 35,956,500	\$ 2,350,000	\$ 6,741,500	\$ 4,205,000	\$ 1,970,000	\$ 1,290,000	\$ 19,400,000			
GRAND TOTAL UTILITY FUND	\$ 46,860,690	\$ 13,785,000	\$ 21,232,000	\$ 14,840,000	\$ 3,630,000	\$ 11,925,000	\$ 89,545,000	\$ 201,817,690	\$ 34,956,190		\$ 37,520,000	\$ -	\$ 129,341,500	\$ 8,900,000	\$ 18,976,500	\$ 9,880,000	\$ 3,200,000	\$ 10,960,000	\$ 77,425,000			

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

**TOWN COUNCIL AGENDA ITEM NO. 12****CONSENT ITEM**

DATE: September 8, 2020

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

ITEM: Consider approval of a Construction Agreement with Reliable Paving, Inc., for the Blue Ridge Trail Street Reconstruction project, in the amount of \$650,057.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On August 4, 2020, bids were received and opened for the Blue Ridge Trail Reconstruction project (Bid # 2020-107-B). Reliable Paving, Inc. submitted the lowest qualified bid of the eight responding bidders at a base bid with an add-alternate bid totaling \$650,057.00. The project consists of the reconstruction of Blue Ridge Trail, a local residential street, from Country Meadow Drive to Branchwood Trail. The project also includes replacement of approximately 20 concrete panels along various streets within the Country Meadow Phase I subdivision.

BOARD REVIEW/CITIZEN FEEDBACK: Neighborhood residents will be notified prior to construction and provided with project and staff contact information.

ALTERNATIVES/OPTIONS: Street reconstruction is needed due to the extensive pavement failures along Blue Ridge Trail and various locations within the Country Meadow Phase I subdivision. A decision not to approve the Construction Agreement would result in pavement failures worsening over time.

FISCAL IMPACT: \$650,057.00

Proposed Expenditure/(Revenue):

\$650,057.00

Account Number(s):

316-560-78038

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

Total project cost is \$1,010,000. Funding sources are:

- Dedicated Sales Tax \$ 1,010,000

LEGAL REVIEW: The Town's standard construction agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of these documents.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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



Town of Flower Mound
Bid Tabulation

Bid No: 2020-107-B - Blue Ridge Trail Reconstruction

Bid Opening: 8/4/2020 at 11:00 AM

Company	Total Base Bid	Alternate Bid Improvements	Base Bid with Alternate Bid Improvements Total
Reliable Paving Inc	\$ 547,937.00	\$ 102,120.00	\$ 650,057.00
Pavecon Public Works	\$ 603,355.46	\$ 97,754.90	\$ 701,110.36
North Rock Construction, LLC	\$ 677,268.75	\$ 67,056.40	\$ 744,325.15
2L Construction, LLC	\$ 753,045.00	\$ 86,100.00	\$ 839,145.00
HQS Construction, LLC	\$ 777,710.00	\$ 82,590.00	\$ 860,300.00
FNH Construction, LLC	\$ 798,827.00	\$ 72,450.00	\$ 871,277.00
Cam-Crete Contracting, Inc	\$ 819,235.00	\$ 93,800.00	\$ 913,035.00
Excel Aircraft LLC dba Excel Trenching	\$ 1,217,630.00	\$ 136,530.00	\$ 1,354,160.00

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: August 4, 2020

TOWN OF FLOWER MOUND
BLUE RIDGE TRAIL RECONSTRUCTION

Bid # 2020-107-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 8th day of September, 2020, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Reliable Paving, Inc., a corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

BLUE RIDGE TRAIL RECONSTRUCTION,
Bid # 2020-107-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;
- E. Supplementary Conditions;

- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Six Hundred**

Fifty Thousand Fifty Seven Dollars and Zero cents (\$ 650,057.00) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Two Hundred Fifty Five (255) calendar days, and final completion of Two Hundred Eighty (280) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety’s name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must

obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of

Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure

both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time

are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO

PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 8th day of September, 2020.

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)
_____ (Position)



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: September 8, 2020

FROM: Blake Hummel, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the FM 2499 and Waketon Road Intersection Improvements project, in the amount of \$35,992.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Service Agreement includes construction materials engineering and testing for the FM2499 and Waketon Road Intersection Improvements project.

On July 21, 2020, bids were received and opened for the FM2499 and Waketon Road Intersection Improvements project (Bid #2020-121-B). Quality Excavation, LLC submitted the lowest qualified bid of the five (5) responding bidders at a base bid of \$1,136,463.60. The construction award was reviewed and approved on August 17, 2020 by Town Council.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Professional Services Agreement for construction materials engineering and testing would remove the ability of Town staff to verify materials are installed to the required standards and specifications in the contract documents. This verification is necessary to ensure a quality project.

FISCAL IMPACT: \$35,992.50

Proposed Expenditure/(Revenue):

\$35,992.50

Account Number(s):

531-220-20240

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

Total project cost is \$1,900,000. Funding sources are:

- TIRZ \$1,000,000
- Dedicated Sales Tax \$ 300,000
- Tax debt \$ 600,000

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP**

This contract is entered into on this 8th day of September, 2020, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ALLIANCE GEOTECHNICAL GROUP**, (“hereinafter referred to as “CONSULTANT”) whose address is 7970 West Main Street, Frisco, Texas 75033

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the FM2499 at Waketon Road Intersection Improvements project; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the FM2499 at Waketon Road Intersection Improvements Construction Materials Engineering and Testing specifically including, but not necessarily limited to, the tasks

enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Thirty-Five Thousand Nine Hundred Ninety-Two and 50/100 Dollars (\$35,992.50). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Blake Hummel
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract, except to the extent that such liability is covered by CONSULTANT's insurance, whether maintained as a requirement of this Contract or otherwise.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

XV.

Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.

Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.

Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.

Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Blake Hummel
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6301 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

J.K. Marthers
Alliance Geotechnical Group
7970 West Main Street
Frisco, TX 75033
214-618-4100 Telephone
214-618-4110 Facsimile

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

This Contract is fully performable in Denton County, Texas, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract

only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

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IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

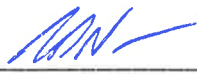
By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ALLIANCE GEOTECHNICAL GROUP**

By: 
Name: Robert P. Nance
Title: President
Date Signed: 6-26-20

State of Texas §
County of Dallas §

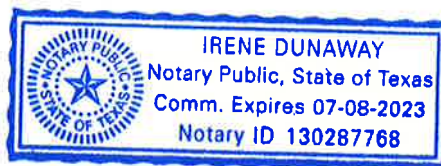
This instrument was acknowledged before me on the 26th day of June, 20 20, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of president of Alliance Geotechnical Group, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26th DAY OF June, 20 20.


Notary Public, State of Texas

My Commission Expires:

7-8-23





GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

May 26, 2020

Town of Flower Mound
Attn: Mr. Blake Hummel
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

Email: blake.hummel@flower-mound.com

Re: FM 2499 at Waketon Road Intersection Improvements
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P20-0525C

Dear Mr. Hummel,

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached. Actual charges will be based on the contractors/client scheduling.

After reviewing our fee schedule if you have any questions, please contact the undersigned at (214) 618-4100. If acceptable, please sign below and return to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP

A handwritten signature in blue ink, appearing to read "J.K. Marthers".

J.K. Marthers
Project Manager

A handwritten signature in blue ink, appearing to read "Douglas S. Land".

Douglas S. Land, P.E.
Branch Manager

Approved by: _____
Signature

Date: _____



SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
FM 2499 AT LAKEWAKETON ROAD INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P20-0525C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. LIME STABILIZATION TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	6	@	\$165.00	each	\$990.00
• Atterberg Limits	6	@	\$55.00	each	\$330.00
• In-Place Density Test (astm d6938	13	@	\$35.00	each	\$455.00
• Sulfate Test (1 per 300 lf) as needed	2	@	\$90.00	each	\$180.00
• Lime Series (5 Point PI Method)	2	@	\$250.00	each	\$500.00
• Lime Subgrade Gradation	13	@	\$18.00	each	\$234.00
• Lime Subgrade Depth Check	13	@	\$18.00	each	\$234.00
• Sr. Engineering Tech to perform testing	60	@	\$47.50	hour	\$2,850.00
• Sr. Engineering Tech Overtime to perform testing		@	\$71.25	hour	\$0.00
• Project Manager	7	@	\$75.00	hour	\$525.00
• Vehicle Charge	12	@	\$40.00	trip	\$480.00
Sub-Total					\$6,778.00
B. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	2	@	\$165.00	each	\$330.00
• Atterberg Limits	2	@	\$55.00	each	\$110.00
• Material Analysis -200	2	@	\$35.00	each	\$70.00
• In-Place Density Test* (ASTM D6938)	33	@	\$35.00	each	\$1,155.00
• Concrete Test Cylinders (4 cylinders per set) MH/Inlet	37	@	\$18.00	each	\$666.00
• Sr. Engineering Tech to perform testing	82	@	\$47.50	hour	\$3,895.00
• Project Manager	8	@	\$75.00	hour	\$600.00
• Vehicle Charge	22	@	\$40.00	trip	\$880.00
Sub-Total					\$7,706.00
C. SUBGRADE TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	1	@	\$165.00	each	\$165.00
• Atterberg Limits	1	@	\$55.00	each	\$55.00
• Material Analysis -200	1	@	\$35.00	each	\$35.00
• In-Place Density Test* (ASTM D6938)	37	@	\$35.00	each	\$1,295.00
• Sr. Engineering Tech to perform testing	70	@	\$47.50	hour	\$3,325.00
• Project Manager	6	@	\$75.00	hour	\$450.00
• Vehicle Charge	14	@	\$40.00	trip	\$560.00
Sub-Total					\$5,885.00

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
FM 2499 AT LAKEWAKETON ROAD INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P20-0525C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
D. CONCRETE & REINFORCING TESTING & INSPECTION					
• Concrete Inspection & Testing (regular time)	139	@	\$47.50	hour	\$6,602.50
• Concrete Inspection & Testing (over time)		@	\$71.25	hour	\$0.00
• Concrete Cylinders	116	@	\$18.00	each	\$2,088.00
• High Strength Grout Cubes	6	@	\$18.00	each	\$108.00
• Project Manager	11	@	\$75.00	hour	\$825.00
• Vehicle Charge	29	@	\$40.00	trip	\$1,160.00
				Sub-Total	\$10,783.50
E. ASPHALT TESTING & INSPECTION					
• Gradation/A. C. Content	1	@	\$175.00	each	\$175.00
• Density Air Voids	3	@	\$35.00	each	\$105.00
• Sulfate Soundness	0	@	\$285.00	each	\$0.00
• Hveem Stability	0	@	\$105.00	each	\$0.00
• Asphalt Cores	8	@	\$50.00	set	\$400.00
• Lab Molded Densities	1	@	\$45.00	set	\$45.00
• Rice Gravities	1	@	\$45.00	each	\$45.00
• Nuclear Guage Usage Fee (per day)	4	@	\$50.00	each	\$200.00
• TxDOT Level 1B Asphalt Technician	52	@	\$55.00	hour	\$2,860.00
• TxDOT Level 1A Asphalt Technician	5	@	\$55.00	hour	\$275.00
• Project Manager	5	@	\$75.00	hour	\$375.00
• Vehicle Charge	9	@	\$40.00	trip	\$360.00
				Sub-Total	\$4,840.00
ESTIMATED TOTAL					\$35,992.50

NOTES:

1. It is understood that the contractor will be invoiced at overtime rates of 1.5 times the regular hourly rate for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
3. Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
4. Additional test not specified in this proposal will be quoted upon request.
5. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
6. The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound

- * Lime Stabilization Testing and Inspection - 12 estimated site visits
- * Utility Testing and Inspection - 16 estimated site visits
- * Sub Grade Testing and Inspection - 14 estimated site visits
- * Concrete Testing Paving/Sidewalks - 22 estimated site visits
- * Traffic Signal Piers - 1 estimated site visit
- * HMAC Testing 1A and 1B Testing - 9 estimated site visits
- * Concrete Cylinder Pick Ups - 12 estimated site visits



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: September 8, 2020
FROM: Andrea Roy, Economic Development Director
ITEM: Discussion regarding outdoor gatherings in excess of 10 people, in accordance with No. 5 of Executive Order GA-28

BACKGROUND INFORMATION: In accordance with Amended Executive Order GA-28, issued on July 2, 2020, the Governor of Texas prohibited outdoor gatherings in excess of 10 people. This order will remain in effect until it is amended or rescinded by the governor.

Per paragraph #5 of Amended Executive Order GA-28,

For any outdoor gathering in excess of 10 people, other than those set forth above in paragraph numbers 1, 2, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this order.

For reference, paragraph numbers 1, 2, and 4 of Amended Executive Order GA-28 address uses which have no occupancy limit and those uses which are limited to 50% occupancy.

The full Amended Executive Order GA-28 can be found [here](#) and the original Executive Order GA-28 can be found [here](#).

To date, the Mayor has not approved any requests for various outdoor large gatherings to be held in the Town. After many requests, and the desire to provide full transparency and gain Council feedback, the Mayor desires to discuss the topic and determine if it is the will of the Council to grant such exceptions under certain circumstances, or if the Council wishes to maintain the Town's current position on the matter.

Below is additional information related to several desired events and a summary of how many of the surrounding communities are handling large outdoor gatherings.

Special Event Permits currently on hold by the Town:

- SE20-05438 3rd Annual Lakeside 5K to Benefit Ally's Wish (October)
- SE20-03967 River Walk Art & Food Festival (October)
- SE 20-00439 Caveman Triathlon (Date in flux)

Known Events Cancelled/Postponed:

- FMHS 2020 Rosette Run (February/March)
- Debra Duffy Patient Appreciation Party (February/March)
- Wellington HOA: 5K Race Benefitting Humane Tomorrow (April)
- Woods @ Lake Forest HOA Neighborhood Block Party (March)
- Lakeside Music Series (Friday evenings throughout the summer)
- Footlight Dance Studio Awards Ceremony (July)
- Back the Blue Event (August)
- Concerts in the Park (May, September)
- Town Pavilion Rentals

Upcoming Events:

- Cross Timbers Rotary Duck Derby at the River Walk (Event is scheduled, Duck race only, no public participation, altered format) (September)
- Flower Mound Chamber of Commerce Annual Fiesta at Circle R Ranch (Date in flux, originally October, proposed to alter format)
- Keep Flower Mound Beautiful Fall Trash Bash & Festival (Event is now the Fall Trash-Off & Recycling Drop Off, Event is scheduled, September, significantly altered format)
- Inquired/Not yet formally applied - Flower Mound Pumpkin Patch (October)
- Inquired/Not yet formally applied – 4th Annual Lakeside Holiday Event (December)

The Town may not be aware of all outdoor events that have occurred or wish to occur, as not all events require a Special Event Permit.

As shown below, municipalities in our area are all taking difference stances regarding large gatherings, from not allowing them at all, to allowing every request. The feedback provided indicates that most are not allowing events in their traditional format and most events are significantly altered, with attendance numbers capped. Many municipalities mentioned that their non-profits have done many fundraising events virtually and have been successful in doing so or have done hybrid events with a limited number of in-person attendees and others attending/participating virtually.

Municipality	Current Large Gathering Policy	Additional Info/Exceptions
Allen	No events permitted.	Current request from School District for event-not expected to be approved. Very large # of attendees.
City of Denton	No events permitted.	One request app'd. for American Legion Flag Raising Ceremony (100 th Anniversary) Max 50 people, short event, certain criteria must be met.
Grapevine	No events permitted.	Requests have been submitted and are being reviewed.
Lewisville	No events permitted.	N/A
North Richland Hills	No events permitted.	N/A
Richardson	No events permitted.	N/A
Carrollton	Some allowances.	-Based on safety measures, enforcement, necessity, etc. -Recently allowed a Skeet Shoot Tournament (300-400 Attendees) with provisions.
Coppell	Some allowances.	-Based on safety measures, enforcement, necessity, etc.
Frisco	Some allowances.	-Based on safety measures, enforcement, necessity, etc. -Extensive Internal Review Committee in place. -Altered Amer. Heart Assoc. event at auto dealership, people in their cars, watching concert, boxed meals delivered.

Highland Village	Some allowances.	-Retirement Party at Doubletree Ranch Park for City Mgr. (9-8-2020) -Concert in the Park(ing) Lot at The Shops at HV (10-23-2020) Guests can sit outside their car. -Willing to host 5K to benefit Ally's Wish
Southlake	Some allowances.	-Based on safety measures, enforcement, necessity, etc. -Monarch Butterfly Festival will go on (Sept./Oct.), but attendees must register, only so many permitted at a time, staggered start/end times for groups, PPE required and provided by the City if attendees don't have. Typically have 300 attendees but will be dramatically reduced-approx. half. -Number of concerts at the Gazebo will be reduced from 4 to 2 in-person, with 2 being streamed. In-person concerts require registration, limited to 100 people. -Home for the Holidays-Tree Lighting, still working on format, but in-person will be limited, with the event streamed and adding a drive-thru parade of lights. -Most events allowed have been City Events, due to the ability to control the environment and enforce social distancing, etc. -Generally indicated that they wish to allow events to occur, but it is not envisioned that larger events with hundreds and hundreds would be allowed.
Keller	Allowing most events if applicant outlines how they will social distance.	
Colleyville	No response.	N/A
McKinney	No response.	N/A

ALTERNATIVES/OPTIONS:

Provide guidance to the Mayor and Staff to:

1. continue not allowing any large outdoor gatherings, in accordance with the Governor's Executive Order Amended GA-28, or

2. to develop criteria under which certain large outdoor gatherings may be permitted, dependent upon size, type, ability to social distance, or
3. allow large outdoor gatherings under the Open Texas Checklist for Outdoor Events.

ATTACHMENTS:

1. Open Texas Checklist for Outdoor Events

DRAFT MOTION: N/A. Discussion item only, but Town Council can provide direction to the Mayor and Staff regarding allowance of outdoor gatherings.

☒ CHECKLIST FOR OUTDOOR EVENTS

Page 1 of 2

Outdoor events, such as July 4 celebrations and other large outdoor gatherings with estimated attendance of 10 or more, are permissible to hold in Texas. The county judge or the mayor, as appropriate, in coordination with the local public health authority, must give approval to such an outdoor gathering or event prior to it being held.

All individuals must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household or, for those engaging in physical activities outdoors, wherever the individual is not able to maintain a safe physical distance from others not in the same household.

The following are the minimum recommended health protocols for all outdoor events in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for individuals:

- ☐ **Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible. Large gatherings, even those held outside, pose a significant risk to this population.**
- ☐ Individuals may not be in a group larger than 10 individuals (including those within the individual's household). Within these groups, individuals should, to the extent possible, minimize in-person contact with others not in the individual's household. Minimizing in-person contact includes maintaining 6 feet of separation from individuals. When maintaining 6 feet of separation is not feasible, other methods should be utilized to slow the spread of COVID-19, such as washing or sanitizing hand frequently, and avoiding sharing utensils or other common objects.
- ☐ **Individuals should maintain 6 feet of separation from others outside the individual's group. A group is defined as no more than 10 persons including the members of the household and those persons who traveled together to the event.**
- ☐ Self-screen before going to an outdoor event for any of the following new or worsening signs or symptoms of possible COVID-19:

☐ Cough	☐ Sore throat
☐ Shortness of breath or difficulty breathing	☐ Loss of taste or smell
☐ Chills	☐ Diarrhea
☐ Repeated shaking with chills	☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
☐ Muscle pain	☐ Known close contact with a person who is lab confirmed to have COVID-19
☐ Headache	

OUTDOOR EVENTS: Page 2 of 2

- ☐ Wash or disinfect hands after any interaction with employees, other individuals, or items at the outdoor event.
- ☐ Clean and sanitize any items before and after use.

Local approval factors:

- ☐ Local approval for large outdoor gatherings (those with an estimated attendance exceeding 10 individuals) is appropriate in this instance because a statewide standard is unable to take into account the various factors needed to ensure such a gathering in varied locations is safe and will minimize the spread of COVID-19. Further, business parity is not an issue at large outdoor events.
- ☐ In evaluating large gatherings (those with an estimated attendance exceeding 10 individuals), the county judge or the mayor, as applicable, should consider the following factors:
 - ☐ The overall number of projected attendees;
 - ☐ The likelihood of individuals over the age of 65 attending;
 - ☐ The density of the forum and the ability to ensure social distancing of 6 feet between individuals; and
 - ☐ The level of transmission in the county.
- ☐ Gatherings of less than 10 individuals may proceed consistent with all the health protocols above without approval of the county judge, local health authority, or mayor, as applicable.



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: September 8, 2020

FROM: Andrea Roy, Economic Development Director

ITEM: **Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Caddo Holdings, LLC, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and August 3, and again on August 17, meeting.)**

BACKGROUND INFORMATION: The subject request relates to the proposed Tax Abatement and Chapter 380 Agreement between the Town and Caddo Holdings, LLC (to be assigned to CNW II Flower Mound, LLC). Caddo proposes to make an approximately \$8.5 million capital investment for the construction of a 2-story, 37,000 square foot co-working facility and related site improvements on 2.638 acres at 2201 Spinks Road (immediately west of Lisanti). The subject site occupies a portion of the land known as the Crosby tract, measuring a total of approximately 23 acres, located on the east side of Long Prairie, between Spinks Road and Lakeside Pkwy. This is the first site of the Crosby tract to be developed. The co-working facility will be branded as Caddo-Office Reimagined and will provide executive office suites and co-working space for individuals working independently or desiring collaboratively shared office space. Once fully occupied, the facility is expected to employ approximately 240 individuals. It is anticipated that the facility will be completed by spring 2021.

On February 2, 2020, and May 18, 2020, Town Council met in Closed Session to discuss Caddo Holdings' incentive request. Most recently, on May 11, 2020, Planning & Zoning Commission approved the site plan and plat associated with the development of the co-working facility.

Caddo Holdings has requested incentive assistance in order to offset the significant costs associated with the infrastructure needed to serve this project and prepare the remainder of the site for future development.

The Caddo facility will serve a need in our community, providing affordable and flexible office space for start-up and growing businesses, therapists, and satellite offices. Caddo hopes to attract, mentor, and incubate new and small businesses and sees themselves as a community asset and is open to partnership opportunities within the Town, which could offer training for their tenants and other small businesses. The facility will be very similar to the Yeager Properties project located in Allen (<https://yeagertx.com/locations/allen-office-suites/>).

The proposed Tax Abatement and Chapter 380 Agreement provides for an 8-year (years 1-7 at 75%, year 8 at 38%), real property tax abatement (total estimated savings \$145,000), a grant equal to 25% of impact fees (\$21,000 in savings), and a building permit fee waiver (\$9,500). A 10-year cost-benefit analysis indicates a total cost to the Town of \$174,000, providing a minimum net benefit of over \$242,000. The payback period to the Town is approximately eight years; however, the applicant's estimates related to building value are extremely conservative, which will likely result in a reduced payback period.

In accordance with Section 312.207 of the Texas Tax Code, on June 17, 2020, notice of the subject public hearing appeared in the Denton-Record Chronicle, was posted on the Town's bulletin board, and on the Town's website. Furthermore, the Public Hearing was opened on July 20, 2020 and continued through the subsequent Town Council meetings until this subject meeting (September 8, 2020).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: One time grant equal to the greater of \$20,000 or 25% of impact fees.

Proposed Expenditure:	Account Number:
\$21,000	100-600-57000-5320

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

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Tax Abatement and Chapter 380 Incentive Agreement as to form and legality.

ATTACHMENTS:

1. Tax Abatement & Chapter 380 Agreement
2. Cost-Benefit Analysis

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

**TAX ABATEMENT AND CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
CADDO HOLDINGS, LLC**

This Tax Abatement and Chapter 380 Agreement ("**Agreement**") is made and entered into by and between the Town of Flower Mound, Texas ("**Town**") and Caddo Holdings, LLC, a Texas limited liability company ("**Owner**"). Town and Owner may sometimes hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, on or about December 17, 2007, the Town adopted Resolution No. 37-07 electing to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code; and

WHEREAS, the Town also adopted and/or reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the "**Town's Tax Abatement Guidelines and Criteria**"); and

WHEREAS, the Town's Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town, as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, on or about September 8, 2020, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. ____ establishing a Tax Abatement Reinvestment Zone ("**Zone**") in the Town of Flower Mound, Texas, for commercial-office tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, this abatement of real property taxes will maintain and enhance the economic and employment base of the Town, thereby benefiting the Town, in accordance with the Tax Abatement Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, finds that the contemplated use of the real property, and the Improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment within the Zone in the Town of Flower Mound, Texas, in accordance with the purposes for its creation, and are in compliance with the Town's Tax Abatement Guidelines and Criteria, and Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the Town also desires to provide incentives to the Owner pursuant to Chapter 380 of the Texas Local Government Code to locate a co-working office building in the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State and Town, by eliminating unemployment or underemployment in the State and Town, and enhancing business and commercial activity within the State and Town; and

WHEREAS, the Town finds that it is in the public interest to provide the tax abatement and 380 agreement.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Owner”, “Parties”, “Party”, “Zone”, and “Town’s Tax Abatement Guidelines and Criteria” shall have the meanings provided above.

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Owner, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Base Year Tax Value” means the assessed value of the Real Property (undeveloped land) according to the Denton Central Appraisal District for Tax Year 2020.

“Certificate of Occupancy” means the document issued by the Town to Owner certifying the Improvements’ compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

“Expiration Date” shall mean the 10th anniversary date of the date Owner receives a Certificate of Occupancy for the Improvements, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s

property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“First Year of Abatement” shall mean January 1 of the calendar year immediately following the date Owner receives a Certificate of Occupancy for the Improvements.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Impact Fee Grant” means the grant from the Town in an amount equal to the greater of \$20,000 or 25% of the Town impact fees (water, wastewater, and roadway) paid by Owner and received by the Town, which are attributable to the construction of the Improvements.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or company governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Owner or any property or any business owned by the Owner within the Town.

“Improvements” means the two-story, approximately 37,000 square foot co-working office building identified on Exhibits “A” and “B” and other ancillary improvements such as reasonably required parking and landscaping more fully described in the submittals filed by Owner with the Town, and to be constructed upon the Real Property.

“Payment Request” means a written request from Owner to Town for payment of the Impact Fee Grant, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Owner is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Real Property” means the approximately 2.638-acre tract of land generally located on the east side of Long Prairie Road, between Spinks Road and Lakeside Parkway, Town of Flower Mound, Texas, and as depicted on the attached Exhibit “A” and more particularly described by metes and bounds description on the attached Exhibit “C”.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Owner.

“Taxable Value” shall mean the appraised value of the Improvements as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Owner and the Improvements to the Town. The terms of this Agreement shall implement the program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 OWNER OBLIGATIONS

In order to receive the tax abatements, Impact Fee Grant, and waiver of fees by Town, the Owner agrees and covenants as follows:

3.1 Construction of Improvements. Owner agrees to design and construct, or cause to be designed and constructed, the Improvements. Owner must: (i) submit a full and complete building permit application for construction of the Improvements, as deemed acceptable by the Town, no later than October 1, 2020; (ii) receive all necessary permits permitting construction of the Improvements from all applicable governmental authorities no later than March 1, 2021; and (iii) subject to events of Force Majeure, receive a Certificate of Occupancy for the Improvements on or before September 1, 2022.

3.2 Taxable Value.

(a) Year 1. Upon the first January 1st to occur after receipt of the Certificate of Occupancy, the Improvements must have a minimum Taxable Value of \$3,000,000.

(b) Year 2. Upon the second January 1st to occur after receipt of the Certificate of Occupancy, the Improvements must have a minimum Taxable Value of \$5,000,000.

(c) Year 3. Upon the third January 1st to occur after receipt of the Certificate of Occupancy, and continuing for the remaining Term of the Agreement, the Improvements must have a minimum Taxable Value of \$6,000,000.

3.3 Compliance with Laws. Owner agrees to construct the Improvements in accordance with the site plan attached hereto as Exhibit "A", the elevations and materials shown on the attached Exhibit "B", and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof). Owner will provide access to and authorize inspection of the Real Property and Improvements by Town employees to ensure that the Improvements are made according to the specifications and conditions of this Agreement.

3.4 Use and Tenancy. The Real Property and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the Town's Comprehensive Zoning Ordinance and all other Town development and building regulations, as amended or otherwise specified in

this Agreement, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone. Additionally, Owner agrees to continuously operate a co-working business within the Improvements beginning on the date the Owner receives a Certificate of Occupancy for the Improvements and continuing thereafter throughout the Term of this Agreement. For the purposes of this Agreement, “co-working business” is a business services model that involves individuals working independently or collaboratively in shared office space.

3.5 Good Standing. Owner shall not have an uncured breach or default of this Agreement or a Related Agreement. Additionally, Owner shall, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the Town that it is in compliance with each term of the Agreement.

3.6 Audit. Owner shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Owner’s office, during Owner’s normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Owner’s performance of this Agreement (“**Owner Records**”), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Owner’s operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Owner’s performance of this Agreement. Town agrees, to the extent allowed by law, to maintain the confidentiality of the Owner Records.

3.7 Exemption Application. It shall be the responsibility of the Owner to file an annual exemption application form for the Real Property with the Denton County Appraisal District. A copy of the respective exemption application shall be submitted to the Town upon request.

ARTICLE 4 TOWN OBLIGATIONS

Subject to Owner’s continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Article, Town will be obligated to do the following:

4.1 Tax Abatement.

(a) Subject to the terms and conditions of this Agreement, Town hereby grants Owner an abatement, beginning with the First Year of Abatement, of seventy-five percent (75%) of the Taxable Value of the Improvements constructed upon the Real Property for a period of seven (7) consecutive years (“**Seven Year Period**”), and beginning immediately after the Seven Year Period, an abatement of thirty-eight percent (38%) of the Taxable Value of the Improvements constructed upon the Real Property for an additional one (1) year period. The actual percentage of Taxable Value of the Real Property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Improvements that exceeds the Base Year Tax Value.

4.2 Impact Fee Grant. The Town agrees to pay Owner the Impact Fee Grant within forty-five (45) days after: (i) the Owner receives a Certificate of Occupancy for the Improvements; and (ii) the Town's receipt of a Payment Request.

4.3 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for construction of the Improvements: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees, lighting plan review fees, fire sprinkler permit fees, and irrigation permit fees. To the extent that any of the foregoing fees have been paid by or on behalf of Owner prior to the Effective Date, then Town shall refund such fees to Owner within thirty (30) days from and after the Effective Date. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Owner or Town, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Owner shall have become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within ten (10) business days after written notice to Owner;
- (d) upon written notice by Town, if Owner suffers an Event of Bankruptcy or Insolvency; or
- (e) upon written notice by Owner or Town, if any subsequent Federal or State legislation or any final decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Repayment.

- (a) Owner Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), (d), or (e), Owner shall within thirty (30) days of termination refund to Town: (i) an amount equal to the amount of the Impact Fee Grant and all fee waivers that have been provided by Town to Owner prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time

to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid; and (ii) all real property taxes abated under this Agreement.

(b) Additional Remedies. Upon termination of this Agreement by Town, all taxes abated as a result of this Agreement shall become a debt to the Town as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. The Town shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax. The Town at its sole discretion has the option to provide a repayment schedule. The liquidated damages shall constitute a tax lien against the Real Property. Further, the liquidated damages shall incur penalties and interest as provided for delinquent taxes in the Texas Tax Code and shall commence to accrue after expiration of the thirty (30) day payment period.

(c) Survival of Repayment Obligations. The repayment obligations of Owner set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Offsets. Town may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

5.4 Limitation of Remedies. Notwithstanding any term in this Agreement to the contrary, the Parties acknowledge that Owner is not required to build the Improvements or to continuously operate the Improvements as a co-working business, but that Owner must satisfy all of the terms and conditions set forth in Article 3 in order to receive the tax abatements, Impact Fee Grant, and waiver of fees by Town. Accordingly, Town waives the remedy of specific performance and any other equitable remedy for Owner's uncured default of this Agreement, and further agrees that Town will only be entitled to monetary damages for Owner's uncured default as described in Sections 5.2 and 5.3, and any attorney's fees as described in Section 6.18.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, are deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The Parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

If intended for Town, to:	Town of Flower Mound, Texas Attn: Economic Development Director 2121 Cross Timbers Rd. Flower Mound, TX 75028
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With a copy to:	Flower Mound Town Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107
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If intended for Owner, to:	Caddo Development Attn: Justin Engler 1341 W. Mockingbird Ln., #580W Dallas, TX 75247 RE: TA & Ch 380 Agrmnt.-Flower Mound/Caddo
----------------------------	---

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Denton County, Texas

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the balance of this

Agreement will be deemed enforceable and must be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Successors and Assigns. Except for an assignment to CNW II Flower Mound, LLC, a Texas limited liability company or an Affiliate of Owner, this Agreement may not be assigned without the prior written consent of the Town. The Parties agree that Town will not have any obligations under this Agreement and the Real Property is not entitled to any tax abatement until this Agreement is assigned by Owner to CNW II Flower Mound, LLC, a Texas limited liability company and proof of assignment has been delivered to the Town's Economic Development Director.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

6.15 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Impact Fee Grant, abate taxes, or otherwise extracts or imposes any penalty or other restriction upon the payment of the Impact Fee Grant or abatement of taxes, such payment and abatements will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Owner as of the effective date of such limitation or restriction.

6.16 Undocumented Workers. Owner certifies that Owner and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner or any of their branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Owner of the violation.

6.17 Governmental Function. The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or to attraction of major investment in the Zone that would be a benefit to the Real Property. The Parties further agree this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or

underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

6.18 Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

[Signatures on following page]

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, on this ____ day of _____, 2020.**

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Steve Dixon, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2020,
Steve Dixon, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on
behalf of said Town.

Notary Public, State of Texas

OWNER:

CADDO HOLDINGS, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, the _____ of CADDO HOLDINGS, LLC.

Notary Public, State of Texas

[illegible]

EXHIBIT "C"

Legal Description

BEING a 2.638 acre tract of land situated in the J. TANNAHILL SURVEY, ABSTRACT NO. 1252, Denton County, Texas, same being a portion of Tract I, as recorded in deed to WCFLP RE 2499, in Instrument No. 17-90782, Deed Records, Denton County, Texas, and being further described as follows:

COMMENCING at a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451", set for corner at the intersection of the northeasterly line of Long Prairie Road with the southerly line of Spinks Road, same being the northwest corner of said Tract I;

THENCE North 50°34'56" East, along said southerly line, same being the northerly line of said Tract I, for a distance of 66.63 feet to the beginning of a curve to the right, having a radius of 1,085.92 feet and a chord which bears North 66°23'36" East, for 591.76 feet;

THENCE northeasterly, along said curve to the right, same being said northerly and southerly lines, through a central angle of 31°37'21", for an arc distance of 599.34 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for the POINT OF BEGINNING of the herein described tract of land, same being the beginning of a curve to the right, having a radius of 1,085.92 feet and a chord which bears North 86°34'38" East, for 165.59 feet;

THENCE northeasterly, continuing along said curve to the right, same being said northerly and southerly lines, through a central angle of 08°44'44", for an arc distance of 165.75 feet to a 1/2" iron rod found for corner;

THENCE South 89°04'24" East, continuing along said northerly and southerly lines, for a distance of 176.89 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for corner;

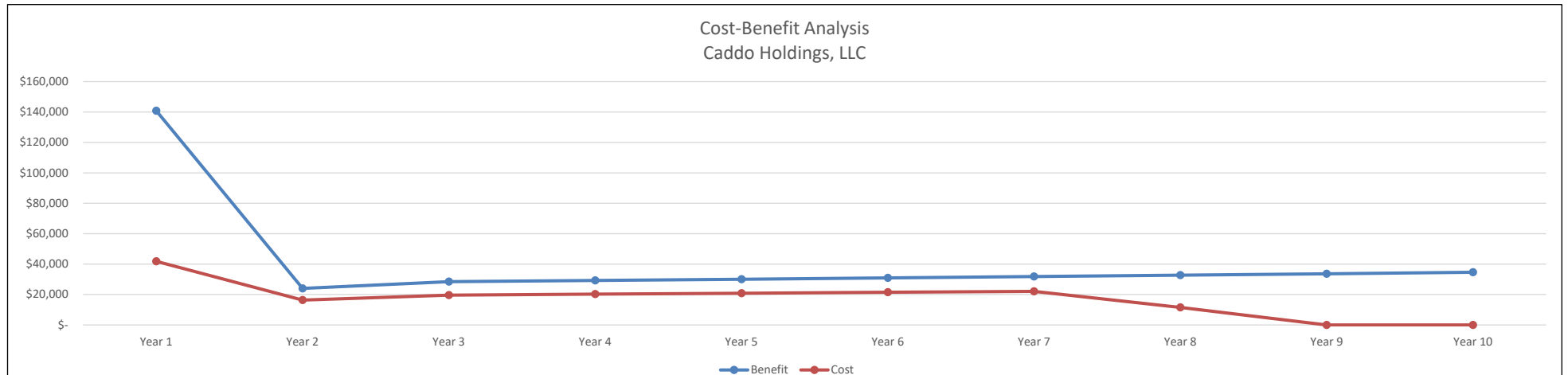
THENCE over and across said Tract I the following bearings and distances:

South 00°55'36" West, for a distance of 338.00 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for corner;

North 89°04'24" West, for a distance of 342.00 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for corner;

North 00°55'36" East, for a distance of 325.44 feet to the POINT OF BEGINNING, and containing 114,908 square feet or 2.638 acres of land, more or less.

Benefit	Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
+3% rate	Real Property Value	\$ 3,500,000	\$ 5,000,000	\$ 6,000,000	\$ 6,180,000	\$ 6,365,400	\$ 6,556,362	\$ 6,753,053	\$ 6,955,644	\$ 7,164,314	\$ 7,379,243	
	Real Property Tax Revenue	\$ 15,278	\$ 21,825	\$ 26,190	\$ 26,976	\$ 27,785	\$ 28,619	\$ 29,477	\$ 30,361	\$ 31,272	\$ 32,210	\$ 269,993
+1% rate	Business Personal Property Value	\$ 500,000	\$ 505,000	\$ 510,050	\$ 515,151	\$ 520,302	\$ 525,505	\$ 530,760	\$ 536,068	\$ 541,428	\$ 546,843	
	Business Personal Property Tax Revenue	\$ 2,183	\$ 2,204	\$ 2,226	\$ 2,249	\$ 2,271	\$ 2,294	\$ 2,317	\$ 2,340	\$ 2,363	\$ 2,387	\$ 22,834
	Building Permit Fees	\$ 9,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,500
	Drainage Inspection Fee	\$ 2,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,647
	Impact Fees	\$ 83,528	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,528
	DEV Permit Fees	\$ 27,717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,717
Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
25%	Impact Fee Rebate	\$ 20,882	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,882
100%	Building Permit Fee Waiver	\$ 9,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,500
75% (1-7) & 38% (8)	Real Property Abatement (8-years)	\$ 11,458	\$ 16,369	\$ 19,643	\$ 20,232	\$ 20,839	\$ 21,464	\$ 22,108	\$ 11,537.33	\$ -	\$ -	\$ 143,649
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	Benefit	\$ 140,852	\$ 24,029	\$ 28,416	\$ 29,224	\$ 30,056	\$ 30,912	\$ 31,794	\$ 32,701	\$ 33,636	\$ 34,597	\$ 416,219
	Cost	\$ 41,840	\$ 16,369	\$ 19,643	\$ 20,232	\$ 20,839	\$ 21,464	\$ 22,108	\$ 11,537	\$ -	\$ -	\$ 174,031
	Net Benefit	\$ 99,012	\$ 7,661	\$ 8,774	\$ 8,993	\$ 9,217	\$ 9,448	\$ 9,686	\$ 21,164	\$ 33,636	\$ 34,597	\$ 242,188





TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: September 8, 2020

FROM: Andrea Roy, Director of Economic Development

ITEM: **Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 2201 Spinks Road. (The Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and August 3, and again on August 17, meeting.)**

BACKGROUND INFORMATION: Establishment of a reinvestment zone on the 2.638 acre property will facilitate a proposed Tax Abatement and Chapter 380 Agreement between the Town and Caddo Holdings, LLC (to be assigned to CNW II Flower Mound, LLC), in exchange for Caddo constructing a 2-story, 37,000 square foot co-working facility on this site, to operate under the name of Caddo-Office Reimagined.

Chapter 312 of the Texas Tax Code requires that municipalities wishing to execute a Tax Abatement Agreement designate a Tax Abatement Reinvestment Zone by ordinance after a public hearing. Notice of the subject public hearing appeared in the Denton Record-Chronicle on Saturday, July 12, 2020. Additionally, all other applicable taxing entities (Denton County & Lewisville Independent School District) were notified of the intention to establish the reinvestment zone.

Furthermore, the Public Hearing was opened on July 20, 2020 and continued through the subsequent Town Council meetings until this subject meeting (September 8, 2020).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

All financial analysis will be provided in conjunction with the Caddo Holdings, LLC Tax Abatement and Chapter 380 Agreement item.

LEGAL REVIEW: Drew Larkin with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance establishing the Tax Abatement Reinvestment Zone

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL TAX ABATEMENT, WITHIN THE TOWN OF FLOWER MOUND, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas (sometimes hereinafter referred to as the "Town") desires to promote the development or redevelopment of a certain contiguous geographic area within the Town of Flower Mound, Texas, by the creation of a reinvestment zone for commercial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended; and,

WHEREAS, a public hearing before the Town Council of the Town was scheduled and held at 6:00 p.m. on July 20, 2020, such date being at least seven (7) days after the date of publication of the notice of such public hearing, pursuant to Section 312.201(d) of the Texas Tax Code, as amended; and,

WHEREAS, the Town Council held such public hearing after publishing notice of such public hearing, and giving written notice to all taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone; and,

WHEREAS, the Town at such public hearing invited any interested person to appear and speak for or against the creation of the Tax Abatement Reinvestment Zone, the boundaries of the proposed Tax Abatement Reinvestment Zone, whether all or part of the territory should be included in such proposed Tax Abatement Reinvestment Zone, and the concept of tax abatement;

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

The Town, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of the Tax Abatement Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the Town, and mailed to all property taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and

- (b) That the boundaries of the Tax Abatement Reinvestment Zone should be the area as described in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That creation of the Tax Abatement Reinvestment Zone for commercial tax abatement with boundaries as described in Exhibit A will result in benefits to the Town, and to the land included within the Zone, and the improvements sought are feasible and practical; and
- (d) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the Town”; and
- (e) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the Town’s Tax Abatement Guidelines and Criteria; and
- (f) That the Improvements proposed for the Tax Abatement Reinvestment Zone are feasible and practical and would be a benefit to the land and to the Town after the expiration of any tax abatement agreement.

SECTION 3

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the Town of Flower Mound, Texas, hereby creates a Tax Abatement Reinvestment Zone for commercial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone is hereby designated.

SECTION 4

The Tax Abatement Reinvestment Zone shall take effect immediately upon passage of this Ordinance. The Tax Abatement Reinvestment Zone is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation of the Tax Abatement Reinvestment Zone does not affect an existing tax abatement agreement.

SECTION 5

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation of this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6

Any provision of any prior ordinance of the Town, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the Town, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 7

This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF __TO __, ON THIS THE 8TH DAY OF SEPTEMBER, 2020.

APPROVED:

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Exhibit "A"

LEGAL DESCRIPTION

BEING a 2.638 acre tract of land situated in the J. TANNAHILL SURVEY, ABSTRACT NO. 1252, Denton County, Texas, same being a portion of Tract I, as recorded in deed to WCFLP RE 2499, in Instrument No. 17-90782, Deed Records, Denton County, Texas, and being further described as follows:

COMMENCING at a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451", set for corner at the intersection of the northeasterly line of Long Prairie Road with the southerly line of Spinks Road, same being the northwest corner of said Tract I;

THENCE North 50°34'56" East, along said southerly line, same being the northerly line of said Tract I, for a distance of 66.63 feet to the beginning of a curve to the right, having a radius of 1,085.92 feet and a chord which bears North 66°23'36" East, for 591.76 feet;

THENCE northeasterly, along said curve to the right, same being said northerly and southerly lines, through a central angle of 31°37'21", for an arc distance of 599.34 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for the POINT OF BEGINNING of the herein described tract of land, same being the beginning of a curve to the right, having a radius of 1,085.92 feet and a chord which bears North 86°34'38" East, for 165.59 feet;

THENCE northeasterly, continuing along said curve to the right, same being said northerly and southerly lines, through a central angle of 08°44'44", for an arc distance of 165.75 feet to a 1/2" iron rod found for corner;

THENCE South 89°04'24" East, continuing along said northerly and southerly lines, for a distance of 176.89 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for corner;

THENCE over and across said Tract I the following bearings and distances:

South 00°55'36" West, for a distance of 338.00 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for corner;

North 89°04'24" West, for a distance of 342.00 feet to a 1/2" iron rod with purple plastic cap, stamped "RPLS 6451" set for corner;

North 00°55'36" East, for a distance of 325.44 feet to the POINT OF BEGINNING, and containing 114,908 square feet or 2.638 acres of land, more or less.



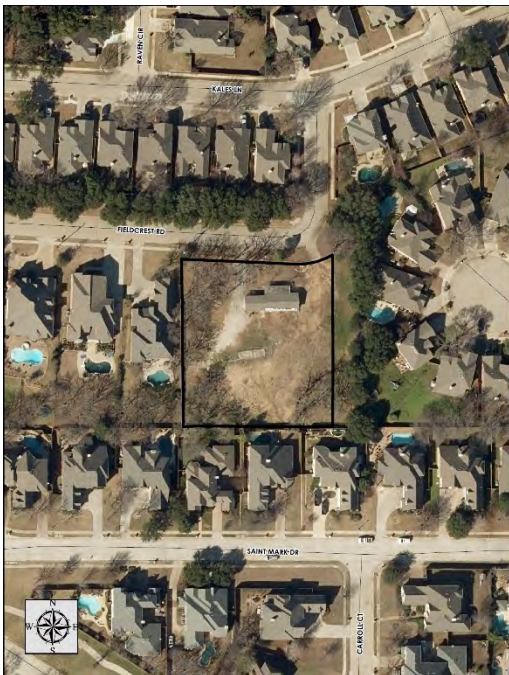
TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: September 8, 2020

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider a request for rezoning (Z20-0001 – Fieldcrest Road Residential) from Agricultural District (A) to Single-Family District-10 (SF-10), and consider adopting an ordinance for said amendment. The property is generally located on the south side of Fieldcrest Road south of Kales Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 24, 2020, meeting.)*



SUMMARY DATA:

- Size – approx. 1.055
- Proposed Zoning – SF-10 (min. 10,000 sf lots)
- Proposed Density – Medium Density Residential, as designated on the Master Plan
- SMARTGrowth – Passed
- Exceptions – N/A
- Incentives – N/A

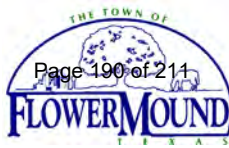
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: August 24, 2020

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider a request for rezoning (Z20-0001 – Fieldcrest Road Residential) from Agricultural District (A) to Single-Family District-10 (SF-10). The property is generally located on the south side of Fieldcrest Road south of Kales Lane.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

This project has a companion Record Plat application (RC20-0003) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to rezone an approximately 1.055-acre parcel from Agricultural District (A) uses to Single Family District-10 (SF-10) uses to allow for the proposed development consisting of two single family residential lots. The proposed Single-Family District-10 zoning is consistent with the Town's Master Plan designation of Medium Density, which is defined as single family detached residential development with minimum 10,000 square foot lots or greater.

The properties to the north and east are part of Wellington Phase 4 and zoned as Planned Development-18 (PD-18) with Single Family Detached Medium Density (SFDM) uses and a minimum lot size of 3,500 square feet. However, the lots immediately surrounding this property range from approximately 5,000 to 10,000 square feet. To the south and west is zoned as Single-Family District-10.

Primary access to this development will be from Fieldcrest Road. The companion record plat application provides lot details.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning application requests. Z20-0001 had a total of 36 Property

Owner Notifications mailed. At the time this report was written, staff had not received any correspondence regarding this item.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

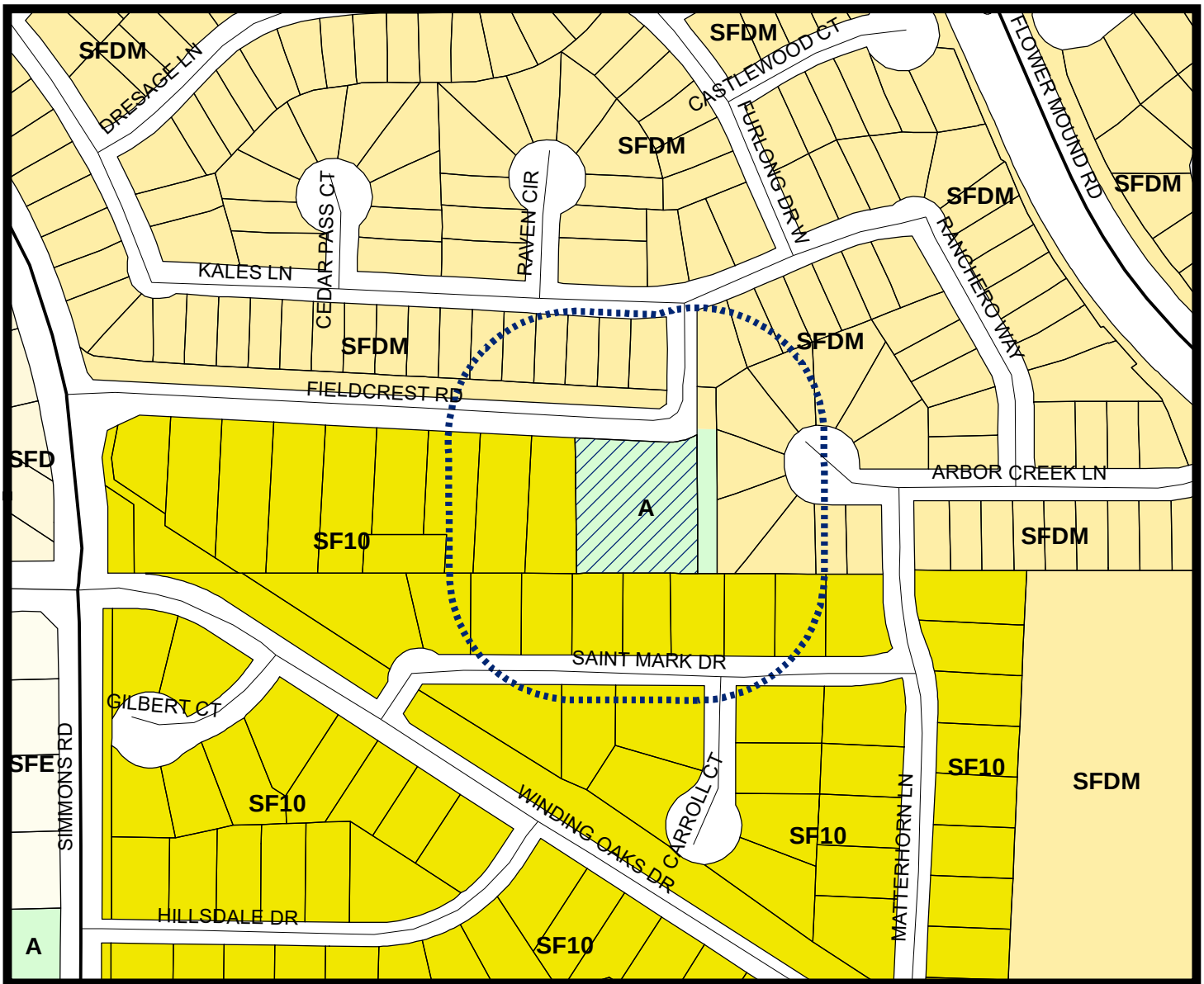
B. Application Details

1. Zoning Exhibit



Vicinity Map

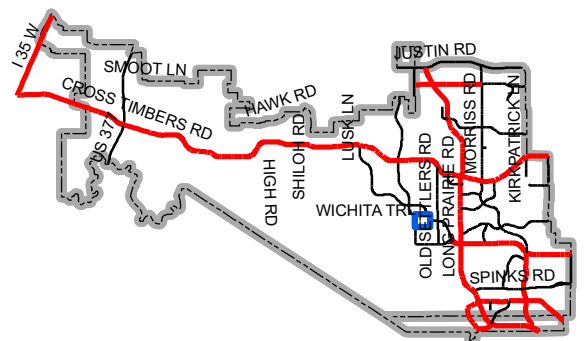
Reference Project: Z20-0001 & RC20-0003



LEGEND

- Agriculture
- Single Family 10
- Single Family Density
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

March 27, 2020

Mr. Chuck Russell, Town Planner
Planning Department
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, Texas 75028

Re: *Fieldcrest Road Residential*
 3601 Fieldcrest Road

Dear Mr. Russell,

Ridinger Associates, is pleased to inform you and the Town, of our client's intention to develop and build a two lot residential addition on a 1.055 acre tract currently known as 3601 Fieldcrest Road located in the Town of Flower Mound. It is the intention of our client to construct this addition as a single phase.

The current zoning for this property is A – Agriculture. We will submit to the Town a Zoning Application and Record Plat Application concurrently. We are requesting the zoning to be SF-10 single family detached for the property. The proposed use and density of the property is consistent with the zoning and density of the surrounding subdivisions.

We appreciate your consideration of our project and look forward to your favorable approval. Please call if you have any questions or comments.

Thank You,

Ridinger Associates, Inc.
Firm No. 1969



Mr. Jason R. Kilpatrick, P.E.
Engineer

Cc: file

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.055 ACRES OF LAND SITUATED IN THE H. MURPHY SURVEY, ABSTRACT NUMBER 822, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-10 (SF-10) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 1.055 acres of land situated in the H. Murphy Survey, Abstract No. 822, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Single Family Residential District-10 (SF-10) uses; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 24, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on September 8, 2020, with respect to the proposed rezoning as described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

That Subpart B, "Land Development Regulations," of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, is hereby amended on the hereinafter described property and area as shown below:

1.055 acres of land situated in the H. Murphy Survey, Abstract No. 822, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Single Family Residential District-10 (SF-10) uses as depicted in the zoning exhibit attached as Exhibit "B" hereto.

SECTION 2

The official map of the Town of Flower Mound is amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved zoning, as set forth above.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted

until final disposition by the courts.

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 8TH DAY OF SEPTEMBER, 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" – PROPERTY DESCRIPTION

WHEREAS Aniruddha Investments, LLC are the owners of a 1.055 acre tract of land situated in the H. Murphy Survey, Abstract Number 822, being conveyed to Aniruddha Investments, LLC by deed recorded in Instrument Number 2019-142937, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 9, Block A Canterbury Row, an addition to the Town of Flower Mound, as recorded in Cabinet W, Page 874, Plat Records, Denton County, Texas, also being on the north line of Lot 5, Block D of The Woods at Wellington, an addition to the Town of Flower Mound, as recorded in Cabinet R, Page 26, Plat Records, Denton County, Texas;

THENCE North 00 degrees 30 minutes 59 seconds West, departing the north line of said Lot 5, with the east line of said Lot 9 passing a 1/2 inch rebar as referenced in said Aniruddha deed, at a distance of 220.20 feet and continuing with the south right of way line of Fieldcrest Road (Variable Width Right of Way), a total distance of 237.77 feet to an "X" Found for corner;

THENCE South 89 degrees 19 minutes 23 seconds East, with the south right of way line of said Fieldcrest Road, a distance of 196.37 feet to a 1/2 inch rebar capped "ASC" set for a corner on the west line of Lot 1X, Block 12 of Wellington of Flower Mound, an addition to the Town of Flower Mound, as recorded in Cabinet M, Page 53, Plat Records, Denton County, Texas;

THENCE South 00 degrees 32 minutes 18 seconds West, departing the south right of way line of said Fieldcrest Road, with the west line of said Lot 1X, a distance of 235.50 feet to a 1/2 inch rebar capped "ASC" set for the southwest corner of said Lot 1X, also being a point on the north line of Lot 7 of said The Woods at Wellington;

THENCE North 89 degrees 59 minutes 03 seconds West, with the north line of said Lot 7, continuing with the north line of Lot 6 of said The Woods at Wellington, and continuing with the north line of said Lot 5, a total distance of 192.00 feet to **THE POINT OF BEGINNING** and containing 45,948 square feet or 1.055 acres of land, more or less.



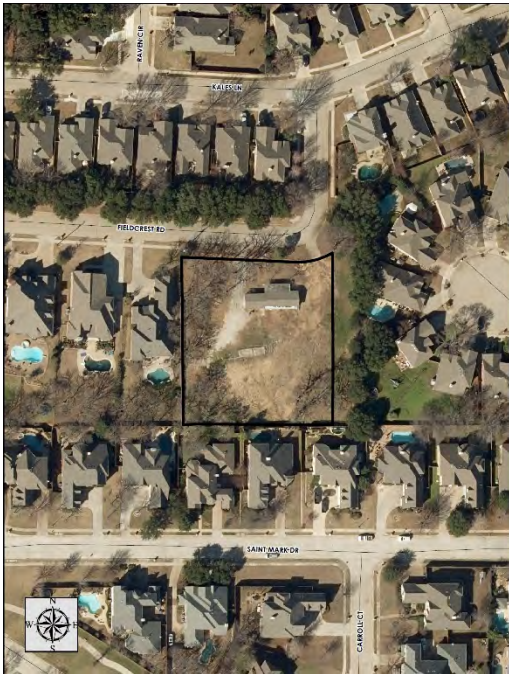
TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: September 8, 2020

FROM: Claire Barnes, Planner

ITEM: Consider a request for a Record Plat (RC20-0003 – Fieldcrest Addition) to create two residential lots with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located on the south side of Fieldcrest Road south of Kales Lane. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 24, 2020, meeting.*)



SUMMARY DATA:

- Size – approx. 1.055
- Proposed Density – 0.53 units/acre
- SMARTGrowth – Passed
- Traffic Analysis – The addition of a single residential lot for this request will not have a negative impact on the surrounding street network.
- Exceptions – Lot-to-lot drainage
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

During deliberations, P&Z discussed maintenance of the existing inlet located within the Woods of Wellington subdivision, which is where drainage from the proposed lots would be directed.

Debris, plant matter, or any other disturbance that blocks water flow into the inlet are the responsibility of the inlet's property owner(s) to clear. However, the Town provides maintenance of the physical inlet and the associated drainage system pipes running south.

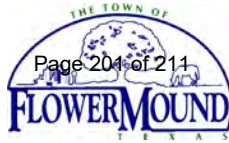
P&Z requested that Town Staff inspect the existing inlet to ascertain its condition prior to the Town Council meeting for this item. The Town's Public Works Department assessed the site and found the inlet to be free of trees and overgrowth. There was some debris in the pipe, so they scheduled it to be cleaned out.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 5

REGULAR ITEM

DATE: August 24, 2020

FROM: Claire Barnes, Planner

ITEM: **Consider a request for a Record Plat (RC20-0003 – Fieldcrest Addition) to create two residential lots with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located on the south side of Fieldcrest Road south of Kales Lane.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is an exception request to the Town's regulations, which necessitates special consideration by the Commission (see Analysis below).

This project has a companion zoning application (Z20-0001) for consideration on the same agenda. Approval of this application is contingent on Town Council's approval of the companion zoning application.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to create two buildable, single-family residential lots with a minimum lot size of approximately 19,492 square feet. The site contains approximately 1.055 acres. The project's companion zoning application requests a rezoning from Agricultural (A) district zoning to Single-Family District-10 (SF-10) zoning.

The applicant is requesting an exception to the Town's Engineering Design Criteria and Construction Standards regarding grading and drainage standards.

A. Exception to the Town's Engineering Design Criteria and Construction Standards

On April 15, 2019, the Town Council approved an update to the Engineering Design Criteria and Construction Standards related to grading and drainage. Per the updated standards, each residential lot must drain either to the right-of-way or to a drainage easement that is contained within an open-space lot owned and maintained by the Homeowner's Association, unless the Town Council grants an exception to this standard. The developer is requesting an exception to this requirement, as the existing grading drains to the rear of the property, and an HOA is not being established for the two-lot subdivision. The storm water run-off from Lot 1 will drain to a 10-foot

drainage easement located on Lot 2 and flow into an inlet that was constructed as part of the Woods at Wellington Addition.

3. Residential Construction

a. Lot Grading

- (1) No lot-to-lot drainage is permitted in residential sub-divisions; lots shall be designed so that they drain to either the ROW or to a drainage easement contained within an X-Lot. The Town Council may grant an exception to this section provided that the developer agrees to install a private drainage system that is located within a drainage easement dedicated to the HOA and that the system meets the minimum private storm water system standards contained in Part B, Section IV of the Design Criteria.

The plat depicts necessary easements and setbacks. Access to the lots is provided from Fieldcrest Road, a local residential street that connects to Simmons Road on the west end and curves north to meet Kales Lane on the east end.

III. CORRESPONDENCE

The companion zoning application requires public hearing and had a total of 36 Property Owner Notifications mailed. At the time this report was written, staff had not received any correspondence regarding this item.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

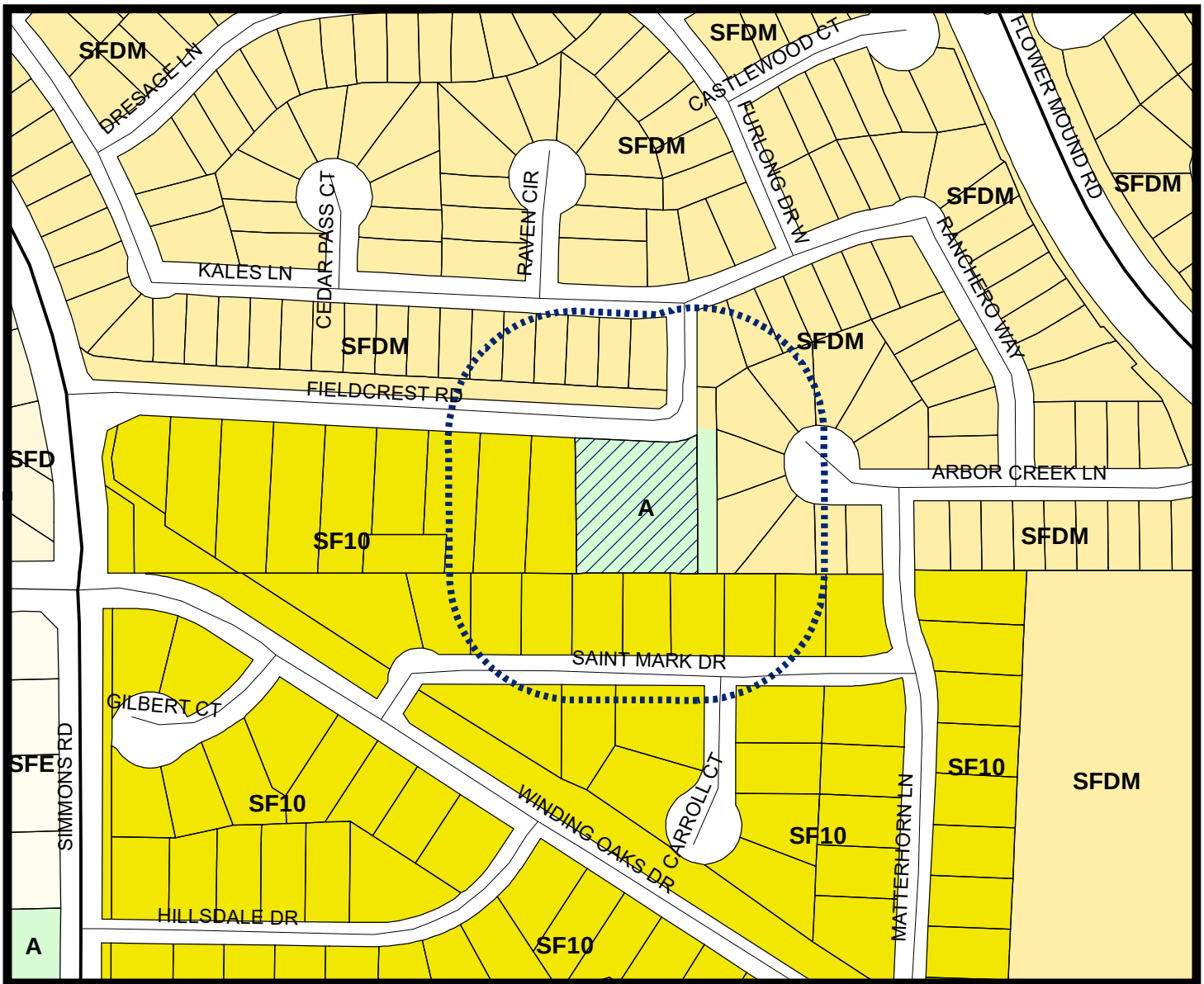
B. Application Details

1. Record Plat Package
2. Grading Plan



Vicinity Map

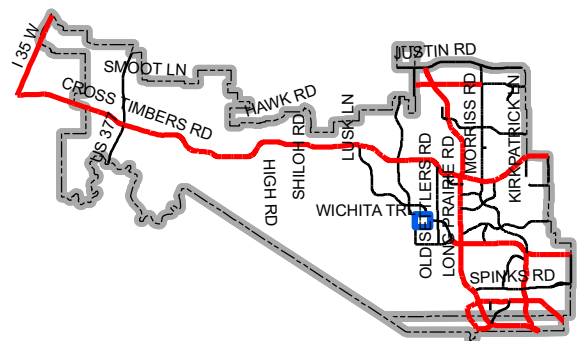
Reference Project: Z20-0001 & RC20-0003



LEGEND

- Agriculture
- Single Family 10
- Single Family Density
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

August 14, 2020

Ms. Claire Barnes, Planner
Planning Services
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, Texas 75028

Re: *Fieldcrest Road Residential*
 3601 Fieldcrest Road

Dear Ms. Barnes,

Ridinger Associates, is pleased to inform you and the Town, of our client's intention to develop and build a two lot residential addition on a 1.055 acre tract currently known as 3601 Fieldcrest Road located in the Town of Flower Mound. It is the intention of our client to construct this addition as a single phase.

The current zoning for this property is A – Agriculture. We will submit to the Town a Zoning Application and Record Plat Application concurrently. We are requesting the zoning to be SF-10 single family detached for the property. The proposed use and density of the property is consistent with the zoning and density of the surrounding subdivisions.

An exception to the Town's Engineering Design Criteria Part B, Technical Standards, IV.C.1.j., lot to lot drainage is being requested.

We appreciate your consideration of our project and look forward to your favorable approval. Please call if you have any questions or comments.

Thank You,

Ridinger Associates, Inc.
Firm No. 1969



Mr. Jason R. Kilpatrick, P.E.

Cc: file

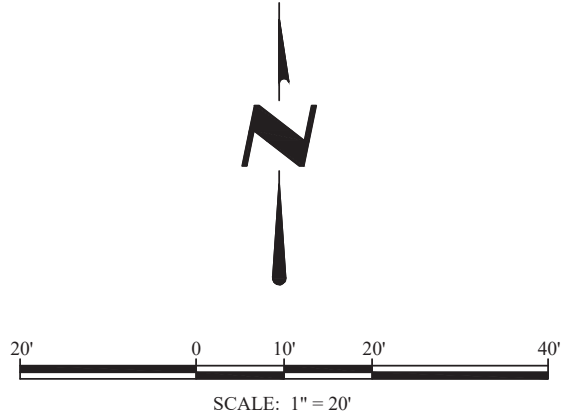
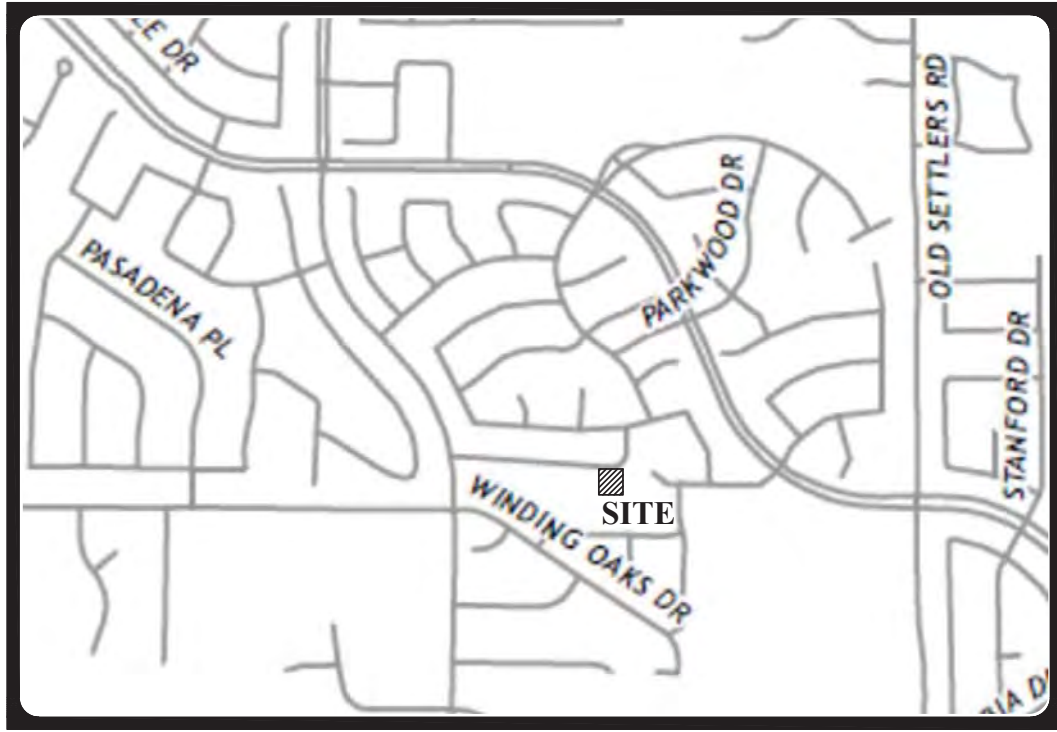
SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.000150630.
- This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0540G, dated April 18, 2011, via scaled map location and graphic plotting.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to take one tract of land and create two recorded lots.
- Any fence constructed adjacent and/or parallel to open space shall consist of wrought iron or tubular steel.

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "ASC" SET
- C.M. CONTROLLING MONUMENT

**VICINITY MAP
NOT TO SCALE**



STATE OF TEXAS §
COUNTY OF DENTON §

This is to certify that I, Thomas W. Mauk, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 8/10/2020

Thomas W. Mauk, R.P.L.S.
No. 5119

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas W. Mauk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

DRAINAGE EASEMENT NOTES:

- Upkeep and Maintenance of the Private Drainage Easement is the responsibility of the Property Owner.
- Upkeep and Maintenance shall include but not be limited to the following items:
 - Grass and ground cover shall be kept to a height required by Town Ordinance
 - The detention facility shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
 - Accumulated sediment shall be removed from the facility as required to ensure that there is no reduction in function or detention capacity.
- No dumping of any type is permitted within the easement area.

**PLAT AT REDUCED SIZE
NOT TO SCALE NOTED
USE GRAPHIC SCALE**

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, Aniruddha Investments, LLC, acting by and through the undersigned, its duly authorized agent, is the sole owner of a tract of land located in the H. Murphy Survey, Abstract Number 822, in the Town of Flower Mound, Denton County, Texas, according to the deed recorded in Instrument Number 2019-142937 of the Deed Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 9, Block A Canterbury Row, an addition to the Town of Flower Mound, as recorded in Cabinet W, Page 874, Plat Records, Denton County, Texas, also being on the north line of Lot 5, Block D of The Woods at Wellington, an addition to the Town of Flower Mound, as recorded in Cabinet R, Page 26, Plat Records, Denton County, Texas;

THENCE North 00 degrees 30 minutes 59 seconds West, departing the north line of said Lot 5, with the east line of said Lot 9 passing a 1/2 inch rebar as referenced in said Aniruddha deed, at a distance of 220.20 feet and continuing with the south right of way line of Fieldcrest Road (Variable Width Right of Way), a total distance of 237.77 feet to an "X" Found for corner;

THENCE South 89 degrees 19 minutes 23 seconds East, with the south right of way line of said Fieldcrest Road, a distance of 196.37 feet to a 1/2 inch rebar capped "ASC" set for a corner on the west line of Lot 1X, Block 12 of Wellington of Flower Mound, an addition to the Town of Flower Mound, as recorded in Cabinet M, Page 53, Plat Records, Denton County, Texas;

THENCE South 00 degrees 32 minutes 18 seconds West, departing the south right of way line of said Fieldcrest Road, with the west line of said Lot 1X, a distance of 235.50 feet to a 1/2 inch rebar capped "ASC" set for the southwest corner of said Lot 1X, also being a point on the north line of Lot 7 of said The Woods at Wellington;

THENCE North 89 degrees 59 minutes 03 seconds West, with the north line of said Lot 7, continuing with the north line of Lot 6 of said The Woods at Wellington, and continuing with the north line of said Lot 5, a total distance of 192.00 feet to THE POINT OF BEGINNING and containing 45,948 square feet or 1.055 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That Aniruddha Investments, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as Lots 1 and 2, Block A, Fieldcrest Addition, an addition to the Town of Flower Mound, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys, rights of way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS our hands this the _____ day of _____, 20__.

ANIRUDDHA INVESTMENTS, LLC

By: _____
Authorized Representative

Printed Name

Title / Date

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, of Aniruddha Investments, LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

APPROVED:

**Town of Flower Mound
Planning and Zoning Commission**

David Johnson, Chairman
Planning and Zoning Commission

Lexin Murphy, Director of Planning Services
Town of Flower Mound

Signed and Sealed:
Town of Flower Mound

Theresa Scott, Town Secretary
Town of Flower Mound

RECORD PLAT

A Record Plat of
**LOTS 1 AND 2, BLOCK A,
FIELDCREST ADDITION**

being 1.055 Acres of land located in the
H. Murphy Survey, Abstract No. 822, an
addition in the Town of Flower Mound,
Denton County, Texas

FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY



WINDROSE
LAND SURVEYING | PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM



220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - T/FENR 10063800
arthurlandsurveying.com - Established 1986

ENGINEER

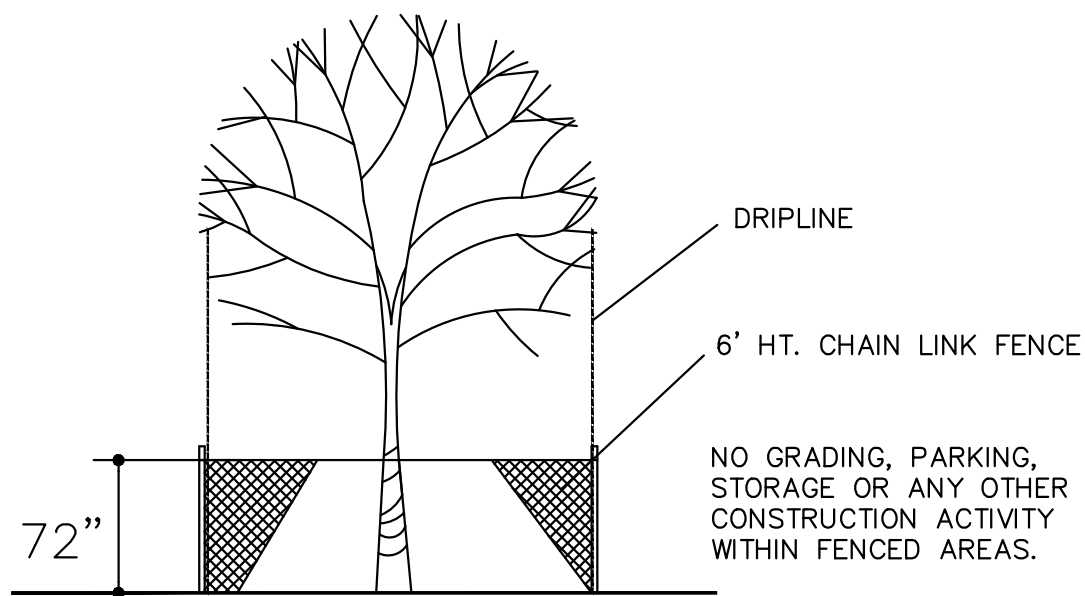
**Ridinger
Associates, Inc.**
Civil Engineers - Planners
Firm No. 1989
200 S. Eldorado Lane, Suite 101
Lewisville, Texas 75057
Ph. No. (972) 383-8000
Fax No. (972) 383-8001

OWNER/DEVELOPER

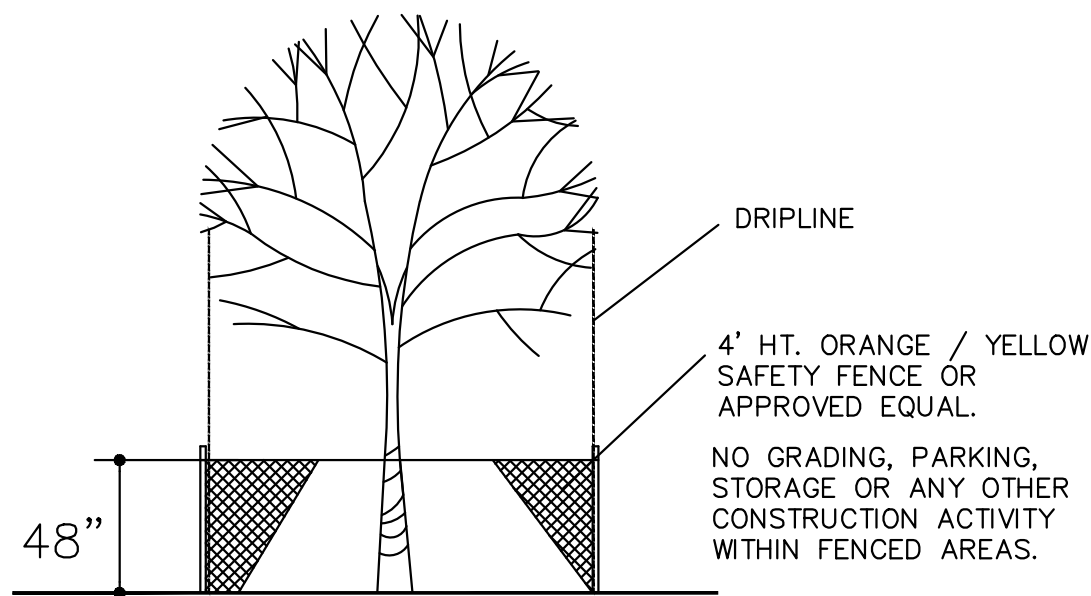
Aniruddha Investments, LLC
3517 Sutters Way,
Flower Mound, Texas 75022

DRAWN BY: G.L.C. DATE: 12/23/2019 CHECKED BY: T.M. JOB NO.: 2019.10.387

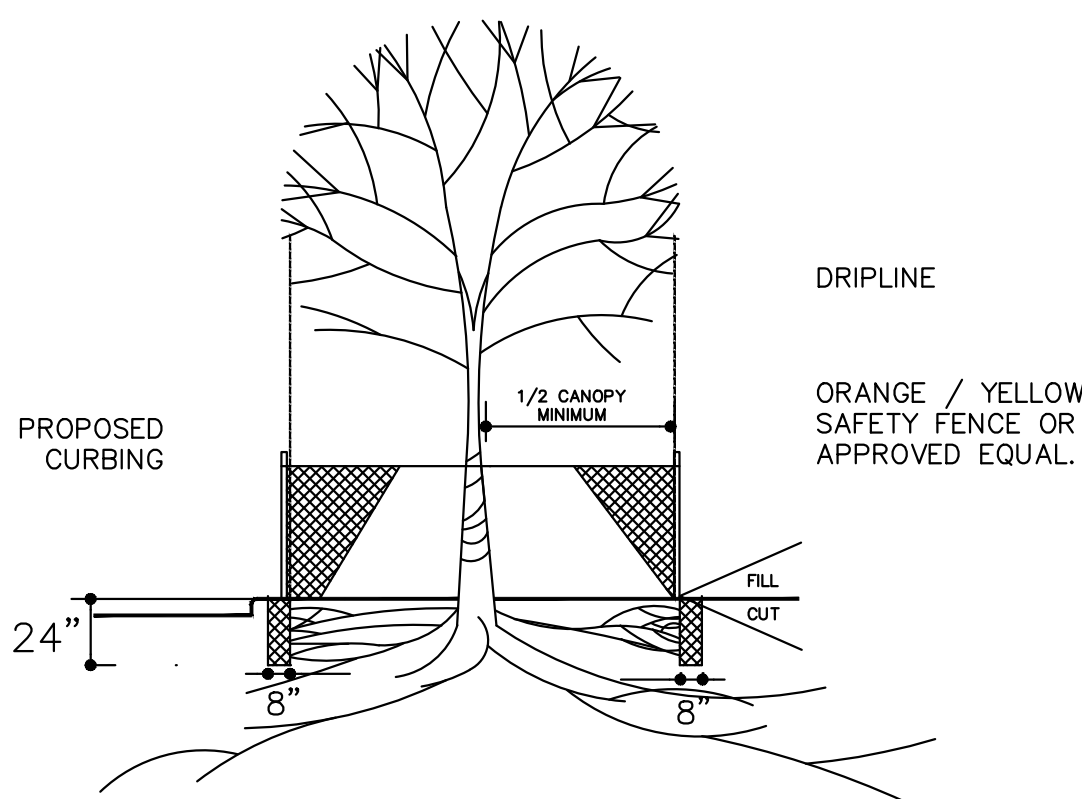
-- 2019 --



MINIMUM TREE PROTECTION- SPECIMEN TREES
N.T.S.

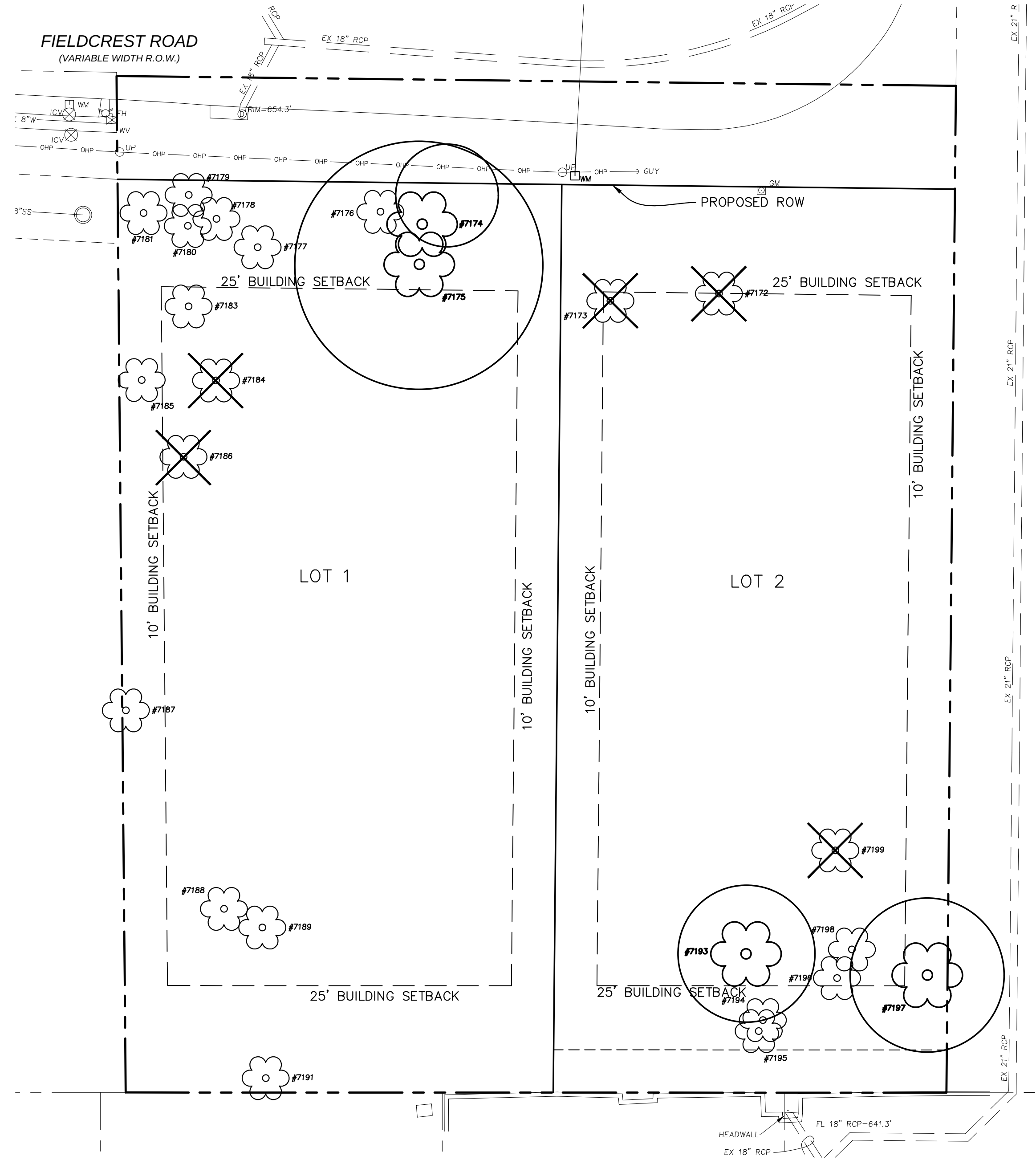
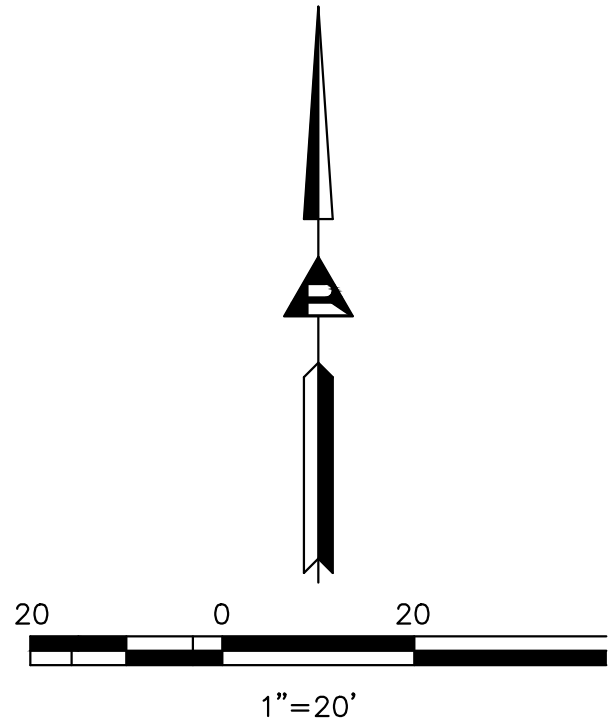
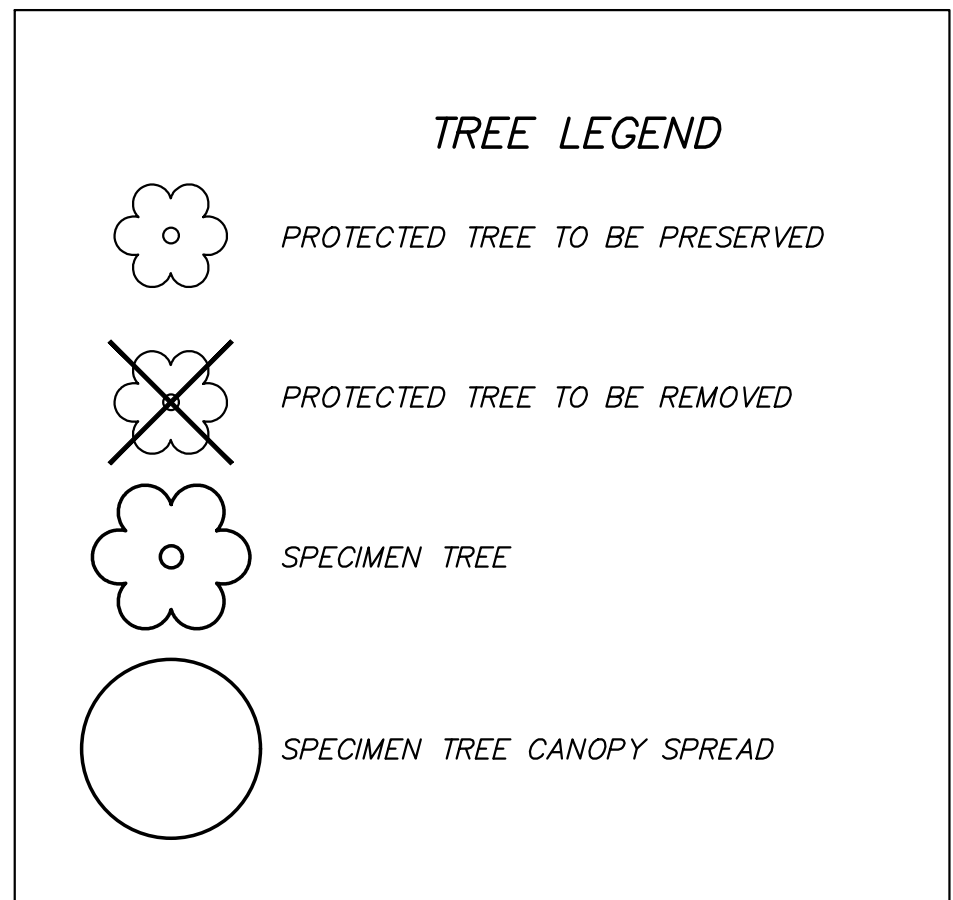


MINIMUM TREE PROTECTION- PROTECTED TREES
N.T.S.



- HAND DIG TRENCH (NO MECHANICAL TRENCHES)
- CUT ROOTS WITH A SHARP TOOL
- BACKFILL WITH EXISTING SOIL
- PERFORM ROOT PRUNING A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION

ROOT PRUNING DETAIL
N.T.S.



TREE PRESERVATION NOTES

- CONTRACTOR AND DEVELOPER SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES:
1. PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
 2. THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
 3. DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
 4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
 5. NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - a. WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVE BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES PRESERVED:
 - b. AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - c. ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - d. IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.

TREE MITIGATION SUMMARY

PROTECTED TREE MITIGATION:		
TOTAL PROTECTED TREES ONSITE:	21	
TOTAL PROTECTED TREES TO BE REMOVED:	5	
TOTAL PROTECTED TREES TO REMAIN:	16	
TOTAL PROTECTED TREE MITIGATION W/IN B.A.:	5	3" CAL. TREES
(-) LESS B.A. PROTECTED TREE PRESERVATION CREDITS:	54	
TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:	-49	3" CAL. TREES
SPECIMEN TREE MITIGATION:		
TOTAL SPECIMEN TREE CAL. INCHES ON SITE:	111	
TOTAL SPECIMEN TREE CAL. INCHES TO BE REMOVED:	0	
TOTAL SPECIMEN TREE MITIGATION REQUIRED:	0	3" CAL. TREES
(-) LESS B.A. SPECIMEN TREE PRESERVATION CREDITS:	20	
(+) TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:	-49	3" CAL. TREES
TOTAL MITIGATION REQUIREMENTS:	-69	3" CAL. TREES
CASH IN-LIEU OF PLANTING (\$375/3" CAL. TREE):	-\$25,875	

THERE WILL BE NO TREE MITIGATION REQUIRED FOR THIS SITE:

TAG NO.	CALIPER (IN.)	COMMON NAME / BOTANICAL NAME	PROTECTED / SPECIMEN	LOCATION	STATUS	CONDITION	CANOPY RADIUS
7172	12	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	
7173	9	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	REMOVE	FAIR CONDITION	
7174	26	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	PRESERVE	GOOD	12' X 12'
7175	28	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	PRESERVE	GOOD	29' X 29'
7176	17.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7177	21	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7178	10	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7179	10	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	FAIR CONDITION	
7180	20.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7181	11	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	FAIR CONDITION	
7183	12	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7184	14.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	
7185	18	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7186	17	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	
7187	10	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	FAIR CONDITION	
7188	18	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7189	14	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7191	14.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	POOR	
7193	34.5	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	PRESERVE	FAIR CONDITION	16' X 16'
7194	20	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	FAIR CONDITION	
7195	11	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	POOR	
7196	11	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	FAIR CONDITION	
7197	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	PRESERVE	GOOD	18' X 18'
7198	14	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	PRESERVE	GOOD	
7199	18	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR CONDITION	



Ridinger Associates, Inc.
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

**FIELDCREST ROAD
RESIDENTIAL**

FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1" = 20'

Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: JULY 08, 2020
Project No. 168-001

SHEET
TS-1

FIELDCREST ROAD
RESIDENTIAL
FLOWER MOUND, TEXAS

GRADING PLAN

Scale:	1" = 20'
Designed by:	LDR
Drawn by:	JWH
Checked by:	LDR
Date:	AUGUST 10, 2020
Project No.	168-001

SHEET

C-3



- NOTES:
1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
 2. BW INDICATES THE GROUND ELEVATION AT THE BOTTOM OF WALL AND DOES NOT TAKE INTO CONSIDERATION THE BASE OF THE WALL BELOW THE GROUND ELEVATION
 3. EGB REFERS TO ADDITIONAL GRADE BEAM EXPOSURE. THE AMOUNT OF GRADE BEAM EXPOSURE SHOWN ON THESE PLANS REFERS TO THE AMOUNT OF EXPOSED GRADE BEAM BELOW THE PAD ELEVATION.
 4. ALL PADS ARE 85' DEPTH & 70' WIDTH.
 5. STRUCTURAL DESIGN OF RETAINING WALLS SHALL BE PERFORMED BY OTHERS. WALL GREATER THAN 4' REQUIRE SEPERATE PERMIT.
 6. MINIMUM SLOPE OF GRASSED AREAS IS 1%.
 7. IT IS THE CONTRACTORS RESPONSIBILITY, WHETHER INDICATED ON THESE PLANS OR NOT, TO ENSURE COMPLIANCE WITH ALL TAS & ADA HANDICAPPED ACCESSIBILITY REQUIREMENTS, INCLUDING SIGNAGE, TEXTURES, COLORINGS, MARKINGS, AND SLOPES OF ACCESSIBLE ROUTES & RAMPS, AND PARKING SPACES.

BENCHMARKS:

1. AN "X" FOUND FOR THE NORTHWEST CORNER OF SAID SUBJECT PROPERTY.
ELEVATION=654.21'
2. TOWN OF FLOWER MOUND BM 16
TOWN ELEVATION = 620.91'
3. TOWN OF FLOWER MOUND BENCHMARK 15
TOWN ELEVATION = 665.87'
SHOT ELEVATION = 665.62'

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services Division

**TOWN COUNCIL AGENDA ITEM NO. 19****REGULAR ITEM****DATE:** September 8, 2020**FROM:** Tommy Dalton, Assistant Town Manager**ITEM:** Consider approval of a recruitment agreement for services related to an executive search for the Town Manager and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On August 17, 2020, the Town Council directed staff to engage Strategic Government Resources (SGR) to solicit a proposal to conduct an executive search for a new Town Manager. On August 24, 2020, the Town received a proposal and an agreement from SGR Executive Search to conduct the search. SGR Executive Search will perform professional services regarding the recruitment, preliminary investigation and management of the interview process under the Agreement for a professional fee of \$18,500, plus up to \$6,400 for expenses, for a total cost not to exceed \$24,900.

In order to facilitate an efficient search process for the currently vacant position of Town Manager, the Town Council has opted to retain an executive search consultant to assist in performing a search for qualified applicants for the position. SGR Executive Search will provide the Town the following search services: sourcing of candidates; management of applicant submittals; evaluation of candidates; preliminary interviews and assessments of high potential; comprehensive background checks on finalists; recommended short list for interviews; management of the interview process; development of recommended interview questions for each candidate; and assistance in negotiating an employment agreement. SGR Executive Search also guarantees that if the Town selects a Town Manager from the short list of recommended candidates provided by SGR Executive Search and that candidate fails to stay employed with the Town for a minimum of twenty four months for any reason whatsoever, SGR Executive Search will repeat the search process in its entirety for expenses only, with the Town not being charged any professional fees for said search.

FISCAL IMPACT: \$24,900**Proposed Expenditure/(Revenue):**

\$ 24,900

Account Number(s):

100-600-01000-5230 Town Manager Contingency

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

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

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



SCHEDULED	9/15/2020	Work Session	PLACEHOLDER: Board & Commission Interviews (1 of 2)
	9/17/2020	Work Session	PLACEHOLDER: Board & Commission Interviews (2 of 2)
	9/21/2020	Consent	Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and sewer service; providing a severability clause; providing for publication; and providing an effective date.
		Consent	Consider approval of a Professional Services Agreement with Alliance Geotechnical Group to provide construction materials engineering and testing, for the Blue Ridge Trail Reconstruction project, in the amount of \$28,997.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution authorizing the Town to participate in Texas Coalition for Affordable Power, Inc.'s Strategic Hedging Program.
		Consent	Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.
		Consent	Consider approval of Change Order No. 1 for the construction of the Forest Vista Drive Reconstruction Phase II (Morris to Chancellor) project, amending the contract with Pavecon Public Works, LP, to provide for an increase to the contract in the amount of \$25,221.35; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase of one wastewater pump, at the wastewater treatment facility, from Xylem Water Solutions USA Inc., a sole source provider, in the amount of \$71,384.49.
		Consent	Consider approval of Amendment No. 1 to the Professional Services Agreement for the Rippey Road project with CP&Y, Inc., to provide additional drainage investigation and design services in the amount of \$38,140.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase and installation of lightning detection systems at various athletic complexes, for the Lightning Detection System Replacements project, from Earth Networks in the amount of \$56,400.00.
		Consent	Consider approval of a resolution amending the financial policies of the Town of Flower Mound.
		Consent	Consider approval of Change Order No. 2 for the Wastewater Treatment Plant Ultraviolet System Upgrade project, amending the contract with Felix Construction in the amount of \$102,265.77; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	9/21/2020	Consent	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.
		Regular	Public Hearing to consider approval of an ordinance adopting the 2020 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2020.
		Regular	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, 2020, and ending on September 30, 2021.
		Regular	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, 2020, and ending on September 30, 2021.
		Regular	Consider approval of a Construction Agreement with DDM Construction Corporation for the Waketon Road (Cross Timbers Drive to 1,350' East of Chinn Chapel) project, in the amount of \$4,796,507.45; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of a Construction Agreement with Fort Worth Civil Constructors, LLC, for the Lift Station Improvements and Decommissioning Phase II project, in the amount of \$1,293,798.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and making appropriations for each fund and department.
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0001 – Economic Development Waiver Removal) by amending Chapter 98 entitled “Zoning,” of the Town’s Code of Ordinances, as well as the SMARTGrowth Implementation Manual, to remove the option for economic development waivers of either environmental or community character SMARTGrowth requirements within the Town of Flower Mound. (The SMARTGrowth Commission recommended approval/denial by a vote of 0 to 0 at its September 14, 2020, meeting.) (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its September 14, 2020, meeting.)
		Regular	Public Hearing to consider a request for rezoning (Z20-0006 – Grace Park Residential) from Agricultural District (A) to Single-Family District-15 (SF-15). The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its September 14, 2020, meeting.)

SCHEDULED	9/21/2020	Regular	Public Hearing to consider an ordinance amending Specific Use Permit No. 421 (SUP20-0006 - Justin Road Storage Center) to allow expansion of an existing mini-warehouse facility, with an exception for meritorious design and a waiver to the Architectural Standards of the Town's Urban Design Plan. The property is generally located south of Justin Road and west of Meadow View. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its September 14, 2020, meeting.)
	10/5/2020	Presentation	Presentation and discussion of the Flower Mound Development Process Review by Matrix Consulting.
		Consent	Lift Station Improvements & Decommissioning Phase II - Testing Award.
		Consent	GMP Gibson Grant Construction Award.
		Consent	Consider approval of a Construction Agreement with Muniz Construction, Inc., for the Garden Ridge Boulevard Water Line Phase II project, in the amount of \$XXXXXX.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Waketon Road - Testing Award.
		Consent	Upper Timber Creek Interceptor - CO1
		Regular	Master Plan Impact Fee Update - Landuse
	10/19/2020	Consent	Hound Mound Parking and Restroom - Construction Award
		Consent	Garden Ridge Water Line Phase II - Testing Award
		Consent	FM 2499 @ Chaparral Traffic Signal Construction Award
		Consent	PLACEHOLDER: Canyon Falls Park - Construction Award
	11/2/2020	Consent	Canyon Falls Park - Testing Award
	12/7/2020	Consent	Bruton-Orand @ FM 1171 Right Turn Lane - Construction Award
		Consent	Rheudasil Park - Construction Award
	12/21/2020	Consent	Rheudasil Park - Testing Award
		Consent	Bruton-Orand @ FM 1171 Right Turn Lane - Testing Award