AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

NOVEMBER 16, 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

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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.

   Small Business Saturday (November 28, 2020) Proclamation

F. 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 11/2- Consider approval of the minutes from a regular meeting of the Town Council held on November 2, 2020.
2. Chapter 70 - Utilities- Consider approval of an ordinance amending Chapter 70 entitled "Utilities," of the Town's Code of Ordinances codifying requirements related to mandatory water and sanitary sewer utility connections.
3. Memorandum of Agreement - Dr. Fleming- Consider approval of a Memorandum of Agreement with Dr. Sean Fleming, MD in the amount of $55,375.00 for EMS Medical Direction and authorization for the Mayor to execute same on behalf of the Town.

4. Contract for Services with UTSW Medical- Consider approval of a Contract for Services with the University of Texas Southwestern Medical Center to provide continuing education services for the Department's licensed and certified EMS personnel, and authorization for the Mayor to execute same on behalf of the Town.

5. Annual Firefighter Physical Examinations- Consider approval of the annual firefighter physical examinations with Huguley Memorial Medical Center through contract No. 2018-2-A in the total amount of $64,760.00 and authorization for the Mayor to approve same on behalf of the Town.

6. Vehicle Purchases - Ford Interceptor- Consider approval of the purchase of two (2) 2021 Ford Interceptor Utility-Hybrid with Police Equipment Packages per Town of Flower Mound Specifications and Vendor Quote from Holiday Dodge of the Holiday Autogroup for Police Services in the amount of $121,964.00.

7. Vehicle Purchase - Police Dodge Durango- Consider approval of the purchase of one (1) 2021 Dodge Durango SSV with Police Equipment Packages per Town of Flower Mound Specifications and Vendor Quote from Hoiday Dodge of the Holiday Autogroup for Police Services in the amount of $36,123.00

8. 2499 @ Chaparral Traffic Signal- Consider approval of a Construction Agreement with Durable Specialties, Inc., for the FM 2499 at Chaparral Traffic Signal project and Partial Signal Rehabilitation at FM 2499/Churchill and Flower Mound Road/McKamy Creek, in the amount of $287,400.00; and authorization for the Mayor to execute same on behalf of the Town.

9. Fire Station 7 Purchase Radio Equipment- Consider approval of Crosspoint Communications proposal for providing and installing a Bi Directional Amplifier system to boost first responder radio equipment in the Fire Station No.7 Facility in the amount of $25,593.00.

10. Sentinel Oaks Waterline Design- Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Sentinel Oaks Water Line Replacement (Three Bridges to Simmons) project, in the amount of $39,700.00; and authorization for the Mayor to execute same on behalf of the Town.

11. Pecan Orchard Purchase Playground Equip.- Consider approval of the purchase and installation of the 2019-20 Playground Replacements project, for Pecan Orchard Playground, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of $212,221.00.

12. CIP Amendment No. 1- Consider approval of Amendment No. 1 to the Fiscal Year 2020-2021 Capital Improvement Program.

13. ITS PSA- Transportation Consultant- Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of $75,000.00 annually, with a one year renewal option; and authorization for the Mayor to execute same on behalf of the Town.

G. REGULAR ITEMS

14. Canyon Falls Park - Const Award- Consider approval of a Construction Agreement with MSB Constructors, Inc., for the Canyon Falls Park project, in the amount of $2,625,996.00; and authorization for the Mayor to execute same on behalf of the Town.

15. Election Canvass- Consider approval of an ordinance canvassing returns and declaring results of a General Election held November 3, 2020, for the purpose of electing Councilmember Places 2, and 5, of the Town of Flower Mound, Texas; and providing an effective date.

H. RECOGNITION OF AND ANNOUNCEMENT FROM OUTGOING COUNCILMEMBER CLAUDIO FOREST

I. OATHS OF OFFICE FOR NEWLY ELECTED OFFICIALS

1. Administer Oaths of Office and issue Certificates of Election

J. RECOGNITION OF AND ANNOUNCEMENTS FROM NEWLY ELECTED COUNCILMEMBERS, SANDEEP SHARMA AND ANN MARTIN

K. BOARDS/COMMISSIONS

16. Consider approval of a resolution of the Town Council of the Town of Flower Mound, Texas, creating an Outstanding Citizen Award Committee, and providing for the member appointment process.

L. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074 to discuss matters relating to personnel as follows:

a. Discuss and consider election of Mayor Pro Tem and Deputy Mayor Pro Tem

M. 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.

N. COORDINATION OF CALENDARS

1. The next Town Council work session will be held on Thursday, November 19.
2. The next Town Council regular meeting will be held on Monday, December 7.

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: November 12, 2020, at 3:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: November 16, 2020

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from a regular meeting of the Town Council held on November 2, 2020.**

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 2, 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 11.2

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 2ND DAY OF NOVEMBER 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 (through items A-J)
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
Debra Wallace	Interim & Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services

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.	Yvette Elliott, 1309 Homestead	Hate Has No Home Here

E. ANNOUNCEMENTS

1. Several members of Council announced that tomorrow is Election Day and encouraged everyone to vote.
2. Mayor Dixon recited a Proclamation designating November as Arts Month in Flower Mound.

DRAFT

F. TOWN MANAGER'S REPORT

Ms. Wallace provided an update on the following projects:

1. Capital improvement/maintenance projects

    - Forest Vista Drive reconstruction
    - Concrete panel replacements (Shiloh Road)

2. Economic Development projects
    - New businesses now open or coming soon

G. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Sharma and Councilmember Pierson indicated interest in discussing the possibility of incorporating the *Hate Has No Home* Initiative as part of the Town's Neighborhood Watch program.

    There was a consensus of Council to have a future agenda item on this topic at the December 7th Town Council meeting.

H. COORDINATION OF CALENDARS

Mayor Dixon announced the following meetings:

1. A regular meeting is scheduled for Monday, November 16.

2. A work session is scheduled for Thursday, November 19.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on October 19, 2020.
2. Consider approval of the purchase of eight (8) 2021 Dodge Charger Police Pursuit Sedans with Police Equipment Packages per Town of Flower Mound Specifications and Vendor Quote from Holiday Dodge of the Holiday Autogroup for Police Services in the amount of $271,960.00.
3. Consider approval of the purchase of a Pierce Custom Velocity Tanker for Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the amount of $799,728.13; and authorization for the Mayor to execute same on behalf of the Town.
4. *Moved to Regular items*
5. Consider approval of the purchase of new Traffic Signal Detection Equipment for the Traffic Detection Rehabilitation project, from Twincrest Technologies through the HGAC program, in the amount of $152,810.00.
6. Consider a resolution setting a date for a public hearing for the purpose of receiving comments and to discuss and review the updated land use assumptions, capital improvements plan and roadway, water and wastewater impact fees.

DRAFT

RESOLUTION NO. 22-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SETTING A DATE FOR A PUBLIC HEARING FOR THE PURPOSES OF RECEIVING COMMENTS AND TO DISCUSS AND REVIEW THE UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN AND ROADWAY, WATER AND WASTEWATER IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE.

7. Consider adoption of the Town Council Strategic Plan for Fiscal Year 2020-2021.

8. Consider approval of a Professional Services Agreement with Matrix Consulting Group, Inc. to conduct a development services fee study, in the amount of $30,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Mayor Pro Tem Sharma moved to approve by consent Items 1-3; 5-8, as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION: *Motion passed*
AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON
NAYS: NONE

J. REGULAR ITEMS

4. Consider approval of a Construction Agreement with J.B. & Company LLC, for the Hound Mound Parking and Restroom project, in the amount of $498,945.00.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- Proposed improvements
- Engineers opinion of probable cost
- Bid summary

and she responded to the following questions from Council:

- Was a dog wash station included as part of the amenity
- Is the Garden Ridge cross walk lighted
- How did the Town arrive at this location for the additional parking
- What is the total all in cost of the dog park to date

Council Discussion

There was Council discussion regarding:

- Safety concerns for the cross walk

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

DRAFT

VOTE ON MOTION: *Motion passed*
AYES: ENGEL, SHARMA, FOREST
NAYS: PIERSON, BUMGARNER

9. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0004 – Nonconforming Uses) by amending Chapter 78 entitled "Administration," of the Town's Code of Ordinances to update the definitions and processes related to nonconformities within the Town of Flower Mound, as well as to update the standards for submitting appeals to the Board of Adjustment, in order to comply with new state requirements. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 26, 2020, meeting.)

   Staff Presentation

   Ms. Murphy gave a presentation identifying or noting:
   - Previous discussion summary
   - Appeals
   - Nonconformities
   - Repairs
   - Abandonment
   - Discontinuance
   - Destruction
   - Summary

   and she, or Mr. Meredith, or Mr. Dalton responded to the following questions from Council:
   - Clarification regarding:
     - Overall reason why the changes are presented and what is trying to be resolved
     - a situation in that a property is falling into disrepair
     - Who can appeal
     - Existing structures

   Council Discussion

   There was Council discussion regarding:

   - How what's proposed is a clean up of what is already on the books
   - Agree on tightening up and further defining the framework
   - How the changes give staff the tools to do their job and offer better clarification, and is more of a support of the Master Plan

   Mayor Dixon opened the Public Hearing at 7:02 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 7:02 p.m.

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

DRAFT

ORDINANCE NO. 33-20

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 78-84, "APPEALS," TO REFLECT NEW STATE REQUIREMENTS; AMENDING SECTION 78-86 "SPECIAL EXCEPTIONS," TO REMOVE THE SPECIAL EXCEPTION THAT ALLOWED FOR EXPANSION OF NONCONFORMING BUILDINGS; AMENDING ARTICLE V, "NONCONFORMITIES," TO UPDATE AND REPLACE THE TOWN'S ORDINANCE LANGUAGE GOVERNING NONCONFORMING USES AND STRUCTURES; 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
NAYS: PIERSON

K./L. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 7:07 p.m. on November 2, 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 7:18 p.m. on November 2, 2020, 2020. No action was taken on the following items:

a. Consultation with Attorney.

   1. Crossfire Management Group, LLC Ch 380

b. Discuss and consider the recruitment process for the Town Manager, and all matters incident and related thereto.

c. 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.

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

DRAFT

M. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 7:18 p.m. on Monday, November 2, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____
STEVE DIXON, MAYOR

ATTEST:

_____
THERESA SCOTT, TOWN SECRETARY

DRAFT

TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: November 16, 2020

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Consider approval of an ordinance amending Chapter 70 entitled "Utilities," of the Town's Code of Ordinances codifying requirements related to mandatory water and sanitary sewer utility connections.**

SUMMARY DATA: The proposed ordinance codifies the Town's current requirement for mandatory water and sanitary sewer utility connections for all new development within three hundred (300) feet of the Town's utility systems.

As always, existing water wells and septic tanks may remain in place, even if they're located within three hundred (300) feet of the Town's utility connections, until said system is abandoned or becomes inoperable.

BACKGROUND INFORMATION: Mandatory water and sanitary sewer utility connections have been required for new developments since the 1994 adoption of ordinance 10-94. However, in 2002, when the Town transitioned to a new format for its Code (ordinance 72-02), this language was inadvertently left out. In 2005, the Town adopted ordinance 57-05, which restored the Town's legal rights to enforce these requirements. The proposed action simply reincorporates the subject text back into the Town's code for convenience purposes.

The passage of this amendment will not impose new development or redevelopment standards.

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

ATTACHMENTS:

1. Draft Ordinance

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

Ordinance No. _____

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 70, "UTILITIES," OF THE TOWN'S CODE OF ORDINANCES, BY ADDING SECTION 70-31, "CONNECTION TO UTILITIES MANDATORY," TO REGULATE MANDATORY WATER SERVICE CONNECTIONS; BY ADDING SECTION 70-91, "CONNECTION TO UTILITIES MANDATORY," TO REGULATE MANDATORY SANITARY SEWER SERVICE CONNECTIONS; AND BY REPEALING AND RENUMBERING VARIOUS ARTICLE TITLES WITHIN CHAPTER 70, "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.

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 previously adopted Chapter 70, "Utilities," of Subpart A, "General Ordinances," of the Town of Flower Mound Code of Ordinances, as amended, establishing provisions for water service and sanitary sewer service; and

WHEREAS, the Town Council finds and determines that regulations related to mandatory water and sanitary sewer services should be reincorporated into the Town's code for convenience purposes; and

WHEREAS, the Town Council finds and determines that certain articles within Chapter 70 are superfluous and should be repealed and reordered; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication, and procedural requirements for the approval of an Original Ordinances Amendment; and

WHEREAS, the Town Council finds that the amendments to Chapters 70 as outlined herein are 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

Chapter 70, "Utilities," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding Section 70-31 to read as follows:

"**Sec. 70-31. Connection utilities mandatory.**

Ordinance No. _____

Connection to the public water system is required before final acceptance of a building permit or issuance of a certificate of occupancy.

(a) All persons, firms, or corporations within the corporate limits of the Town of Flower Mound, Texas, shall be required to provide proof of ability to tie onto a public water system prior to receiving a building permit.
(b) All persons, firms, or corporations that are within three hundred feet (300'), as measured from the lot line along the right-of-way, of any existing water line, shall be required to tie onto the public water system prior to final acceptance of a building permit or issuance of a certificate of occupancy for the subject site.
(c) When an existing water well that is utilized for household purposes has been determined to be abandoned or inactive, the water well shall be filled and permanently capped, and the property shall be required to tie onto the public water system if located within three hundred feet (300') of any existing water line as measured from the lot line, along the right-of-way.
(d) Such connection shall be made in the manner and at the location prescribed by the Town.

Secs. 70-32 – 70-50. – Reserved."

SECTION 2

Chapter 70, "Utilities," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding Section 70-91 to read as follows:

"Sec. 70.91. – Connection to utilities mandatory.

Connection to the sanitary sewer is mandatory.

(a) All new construction commenced after the effective date of this section and within three hundred feet (300') of the Town's sanitary sewer system, measured from the lot line along the right-of-way, as it may be in place at such commencement, shall be required to make connection thereto in the manner and at the location required by the ordinances of the Town of Flower Mound.
(b) When the Town's sanitary sewer system is constructed to within three hundred feet (300'), measured from the lot line along the right-of-way, of any residence, commercial establishment, or other habitable facility requiring sanitary sewer service provided by means of a septic tank or other on-site sewerage facility, the owner, occupant, or person in control of such residence, commercial establishment, or other habitable facility shall be required to make connection to the Town's sanitary sewer system pursuant to the following provisions and requirements:
    (1) Such connection shall be made at such time that the septic tank or other on-site sewerage facility serving said residence, commercial establishment, or other habitable facility shall be determined by the Town to be malfunctioning or inoperable.
    (2) Permits shall not be issued by the Town for the replacement, expansion, and/or enlargement of septic tanks or other on-site sewerage facilities, or portions thereof, located within three hundred feet (300') of the Town's sanitary sewer system; provided however, this provision shall not prohibit the issuance of permits for minor repairs and routine maintenance required for such septic tanks or other on-site sewerage facilities.
    (3) Such connection shall be made in the manner and at the location prescribed by the

Town.

(4) Town personnel are hereby authorized to enter upon private property for the purposes of inspecting septic tanks or other on-site sewerage facilities located within three hundred feet (300') of the Town's sanitary sewer system and enforcing the provisions and requirements of this subsection. The authority to conduct inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or tenant or could not be obtained, Town personnel are authorized to seek a warrant pursuant to Article 18.05 of the Texas Code of Criminal Procedure as the same may be amended from time to time.

(5) Any person interfering with or hindering Town personnel in the exercise of their duties pursuant to this subsection and/or failing to connect to the Town's sanitary sewer system within sixty (60) days of receiving written notice from the Town to do so shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined as provided in Chapter 1 of this code. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues to occur.

Secs. 70-92 – 70-110. – Reserved."

SECTION 3

Chapter 70, "Utilities," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by repealing Article IX, "On-Site Sewage Facilities," and Article XIII, "Cable Television," in its entirety, and renumbering articles to read as follows:

"ARTICLE VIII. – PUBLIC UTILITIES COMPANIES

***

Secs. 70-608 – 70-740. Reserved.

ARTICLE IX. – WATER, WASTEWATER, STORMWATER, AND DETENTION FACILITY IMPROVEMENTS

…

ARTICLE X. – MUNICIPAL STORMWATER UTILITY SYSTEM

…

ARTICLE XI. – NATURAL GAS

Secs. 70-801 – 70-1000. Reserved

ARTICLE XII. – STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

…"

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except where 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.

Ordinance No. _____

SECTION 5

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by a valid judgment or decree of any court of competent jurisdiction, such 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 in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6

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

SECTION 7

All rights and remedies of the Town of Flower Mound, Texas, are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which 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 8

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

SECTION 9

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 16 DAY OF NOVEMBER, 2020.

APPROVED:

_____

Steve Dixon, MAYOR

Ordinance No. _____

ATTEST:

Theresa Scott, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: November 16, 2020

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of a Memorandum of Agreement with Dr. Sean Fleming, MD in the amount of $55,375.00 for EMS Medical Direction and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is to request approval of an updated Memorandum of Agreement with Dr. Sean Fleming, MD. Being a provider of emergency medical services (EMS), the Town is required by the Texas Administrative Code to contract with a physician to perform as the Town's Medical Director. Dr. Fleming has fulfilled that role since January 1, 2014.

The cost for the Town's Medical Director for this fiscal year is $55,375.00. This amount was approved by Town Council with the FY20/21 Budget and is an increase of $15,875.00 from the previous fiscal year. The increase reflects additional services such as malpractice coverage, certification verification and interpersonal interactions for Continuous Quality Improvement (CQI) and Quality Assurance/Quality Improvement (QA/QI) findings for Fire and Emergency Services employees.

The updated Memorandum of Agreement includes the additional services Dr. Fleming is providing for the Town.

FISCAL IMPACT: $55,375.00

Proposed Expenditure/(Revenue):	Account Number(s):
$55,375.00	100-660-61000-5110

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

LEGAL REVIEW: Bradley Anderle of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Memorandum as to form and legality.

ATTACHMENTS:

1. Memorandum of Agreement

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

Memorandum of Agreement for EMS Medical Direction

For the mutual promises and consideration set forth herein, the undersigned, Dr. Sean Fleming, M.D. and the Town of Flower Mound do hereby agree as follows:

Dr. Fleming will assist the Town of Flower Mound in satisfying certain requirements pertaining to the operation of Emergency Medical Services (EMS). By law, each EMS agency is required to have a Medical Director who is responsible for all aspects of the operation of an EMS system concerning the provision of medical care. This person is referred to as the Medical Director (off-line).

Either party may terminate this agreement with or without cause upon thirty (30) days prior written notice.

This initial agreement is for eleven months and is effective November 1, 2020; and is thereafter renewed automatically each year on October 1 for a full year to coincide with the Town's Fiscal Year.

Medical Director Functional Responsibilities

The Medical Director (and when appropriate, the Assistant Medical Director) will maintain off-line Medical Director Requirements as determined by law. These include:

1. Current license as a physician to practice in Texas and registration as an EMS Medical Director with the Texas Department of State health Services;
2. Familiarity with the design and operation of EMS systems;
3. Experience in prehospital emergency care and emergency management of ill and injured patients;
4. Active involvement in:
    a. The training and continuing education of EMS personnel employed by the Flower Mound Fire Department (FMFD) at their respective levels of certification or licensure;
    b. The medical audit, review, and critique of the EMS performance of personnel operating in the FMFD;
    c. Maintaining knowledge about local, regional, and State multi-casualty plans;
    d. Familiarization with dispatch and communications operations of prehospital emergency units; and
    e. Knowledge about laws and regulations affecting local, regional, and State EMS operations, with active involvement in the Governor's EMS and Trauma Advisory Council (GETAC) and the North Central Texas Trauma Regional Advisory Council (NCTTRAC).

The Medical Director is an independent contractor whose agreement is administered by the Fire Chief on the authority of the Town Council, by Town Manager designation. The Medical Director serves as the clinical leader of the fire department's EMS System and has the following responsibilities:

1. Recommend to the Fire Chief, or proper delegated person, medically appropriate response time standards;
2. Approval of the level of pre-hospital care (by an agreed-upon credentialing processes which may be rendered locally) by each of the EMS personnel employed by the FMFD under the Medical Director's supervision, regardless of the level of state certification or licensure, before the certified personnel or licensee is permitted to provide such care to the public;
3. To develop, implement, and revise protocols and/or standing delegation orders as appropriate governing prehospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by the EMS personnel;
4. Confirming the ability of ambulance and first responder vehicles, equipment, supplies, and conducting inspections of vehicles at the request of the Fire Chief or assigned officers;
5. Direction and oversight of an effective EMS Patient Care Report (PCA) and Quality Assurance **(QA)** program;
6. To establish standards and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in the Texas Department of State Health Service (DSHS) EMS certification/license requirements. This includes serving as a liaison with any contracted education providers and having oversight and final authority when necessary to assure the quality of education and compliance to the Medical Director's medical oversight and protocols;
7. Provision of liaison, educational material, and orientation support to assure that area hospital emergency department physicians as on-line Medical Directors are knowledgeable about the FMFD EMS System, its protocols and procedures;
8. Medical Direction for the police department Narcan Program;
9. Oversee and serve, or his designee, as the Tactical Medical Officer for the Flower Mound Police Department Tactical Team Paramedics;
10. Provides feedback and direction to the Flower Mound 911 Communications Center (Dispatch) pre-arrival instructions;
11. Serves as the legislatively required Automatic External Defibrillator (AED) program medical director for the Town of Flower Mound; and,
12. Serving as the primary liaison between the FMFD EMS system administration and the local and regional medical community, ascertaining and being responsive to the needs of each.

Quality Assurance Standards

The Medical Director and the FMFD will agree to support the provision of an EMS Quality Assurance plan **(QA),** an EMS Continuous Quality Improvement plan (CQI), and any EMS related Performance Improvement Plans (PIP) to include but not limited to:

1. Scheduled report reviews with the Field Trainers and/or FMFD Officers;
2. Participation in scheduled Field Trainer meetings;
3. Provision of a liaison relationship to FMFD personnel concerning actions and situations at any Emergency Department, including this department's treatment of transported patients and any interaction with hospital personnel;
4. Shadowing opportunities for Field Trainer Paramedics and new or recently hired paramedics including students and personnel who are in a Performance Improvement Plan program;
5. Review of the FMFD Patient Care Reports for:
   a. Risk Management/Safety;
   b. Appropriate assessment and management of patient care;
   c. Paramedic compliance with Protocol, QA, and CQI guidelines; and
   d. Evaluation of repeat, pattern, problem prone, high volume, and/or high-risk patient care cases;
6. Provision of monitoring and feedback concerning personnel in PIP;
7. Provision of further recommendations as needed in special cases such as sentinel events or focused audits in accordance with the Fire Chief and/or officers assigned to the case; and,
8. Monthly scheduled meetings with the Field Trainers to discuss:
   a. Chart Reviews;
   b. Questions and answers;
   c. Concerns; and
   d. Protocol updates and clarifications.

Fire Department Functional Responsibilities

FMFD support of the Medical Director will be provided, but not limited, to:

1. Supporting attendance by the appropriate designees at meetings determined by both parties to be beneficial to the EMS function of the FMFD;
2. Provision of scheduling and contact information for key personnel of the department, such as Field Training Paramedics;
3. Provision and ensure attendance of personnel at EMS training events;
4. Annual protocol and proficiency training;
5. Immediate notification of any quality assurance issue that presents a threat to the public safety;
6. Immediate notification of any disciplinary action that resulted in termination, suspension, or disciplinary action of any EMS certified personnel or licensee functioning under their medical direction with the FMFD;
7. Access as appropriate to documentation and/or recordings related to this EMS Medical

Control practice as agreed to by both parties to support quality assurance processes;

8. Payment upon invoice of EMS Medical Direction fees.

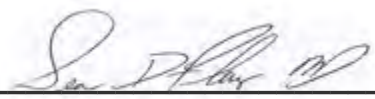
EMS Medical Director Agreement

1

This is an independent contractor Agreement. It is the express intent of the parties that nothing in the MOA shall be construed to create any employer-employee, principle agent, partnership, or joint venture relationship between the parties.

While this MOA is in effect, the Medical Director shall carry professional liability insurance in amounts not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) aggregate for all claims in a policy period.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. This MOA comprises the entire, fully integrated Agreement between the parties. Any additions or modifications to this MOA must be in writing and signed by both parties.



Dr. Sean Fleming, M.D.

Steve Dixon, Mayor

TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: November 16, 2020

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of a Contract for Services with the University of Texas Southwestern Medical Center to provide continuing education services for the Department's licensed and certified EMS personnel, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This Letter of Agreement with The University of Texas Southwestern Medical Center provides EMS CE for the Department's licensed and certified EMS personnel. The Agreement includes specific guidelines for scheduling, instructional content, record keeping and participation for both parties. The Town of Flower Mound is required by the Department of State Health Services to maintain a contractual relationship with a physician for oversight of our medical control operations. We operate as a paramedic level delivery service directly through him and his medical license. As part of this service, we are required to receive 144 hours of continuing education every four years for each of our paramedics. This has been vital in the continued exceptional level of emergency medical care we deliver to our customers. Providing this education for our employees benefits us by ensuring them access to the hours required to renew their certifications and licenses, helping the department to maintain staffing levels. It also ensures there is a continuity of EMS instruction for assessment and treatment within our protocols.

FISCAL IMPACT: $15,512.00

Proposed Expenditure/(Revenue):	Account Number(s):
$15,512.00	100-660-62000-5110

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

LEGAL REVIEW: This Amendment to Contract Services is for a one-year renewal period. No alteration to the legal content of this contract was made which had originally been approved by Stacie White of Taylor, Olson, Adkins, Sralla, & Elam L.L.P. on August 15, 2018.

ATTACHMENTS:

1. Amendment to Contract of Services
2. Original Contract of Services

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

Attachment 1

AMENDMENT
TO
CONTRACT FOR SERVICES

This **Amendment** to the **Contract for Services** ("**Amendment**") is dated and effective as of **October 20, 2020** ("**Effective Date**"), and is entered into by and between **The University of Texas Southwestern Medical Center**, ("**UT Southwestern**"), and the **Town of Flower Mound** ("**Town**").

UT Southwestern and Town entered into that certain Contract for Services dated and effective December 27, 2019 ("**Agreement**" UTSW Contract ID No. FY2020-6398) ("**Original Agreement**"). The Original Agreement, as amended, is referred to as the "**Agreement**."

UT Southwestern and Town now desire to amend the terms of the Agreement as more particularly set forth below:

1. **III. BASIS FOR CALCULATING REIMBURSABLE COSTS (A)** is hereby amended and shall hereafter be and read as follows:

   A. This contract shall be for 133, students, 12 hours per year, at a rate of $9.50/per provider, per hour, for an annualized amount of $15,162.00 from October 1, 2019 through September 30, 2020 and $15,162.00 from October 1, 2020 through September 30, 2021.

2. **VI. TERM OF CONTRACT** is hereby amended and shall hereafter be and read as follows:

   The term of this contract shall begin October 1, 2019 and shall terminate September 30, 2020 ("Term"); the contract shall renew beginning October 1, 2020 and shall terminate September 30, 2021 ("Renewal Term"), subject to the termination provision set forth in Section IX below.

3. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined will have the respective meanings ascribed to such terms in the Agreement.

4. This Amendment embodies the entire agreement between UT Southwestern and Town with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control and govern.

5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect and its terms and provisions are hereby ratified and affirmed.

6. THIS AMENDMENT WILL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, UT Southwestern and Town have executed and delivered this Amendment effective as of the Effective Date.

Town of Flower Mound

By:_____
Steve Dixon
Town of Flower Mound Mayor

Date:_____

The University of Texas Southwestern Medical Center

DocuSigned by:
By: Shawn Cohenour
B214AE800D8D4D0...
Shawn Cohenour
Director, Contracts Management

Date: 10/22/2020

DocuSign Envelope ID: 3DE29F25-B540-4CB1-A79F-1134C3892CE8

UTSW Contract ID No. FY2020-6398

CONTRACT FOR SERVICES

I. CONTRACTING PARTIES:

This agreement is entered into by and between The University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, Texas 75390, hereinafter referred to as "UT Southwestern," and the Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028, hereinafter referred to as "Town."

II. STATEMENT OF SERVICES TO BE PERFORMED:

UT Southwestern will provide continuing education services, including the services of a Continuing Education Instructor ("Instructor") to perform continuing education ("CE"), evaluation and record keeping of all paramedic CE related activities, personalized instruction and evaluation, complete all reporting requirements of the Texas Department of State Health Services ("DSHS"), and respond to requested data base queries.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

A. This contract shall be for 133 students , 12 hours per year, at a rate of $9.50/per provider, per hour, for an annualized amount of $15,162.00.

B. In consideration for the services as described in Section II, Town shall pay to UT Southwestern an Administrative and Technology fee not to exceed $350 for the one-year term of this Agreement.

C. Total contract amount as described above will be $15,512.00.

IV. PAYMENT FOR SERVICES:

UT Southwestern shall invoice upon execution of this Agreement and Town shall pay within 45 days after receipt of such invoice.

V. INDEPENDENT CONTRACTOR:

The status of UT Southwestern and its employees, serving as Medical Director and CE Coordinator, performing work related to this Agreement, shall be that of independent contractors and not agents, servants, employees or representatives of Town in the performance of the services. No term or provision of, or act of UT Southwestern or Town under this Agreement shall be construed as changing that status.

VI. TERM OF CONTRACT:

The term of this contract shall begin October 1, 2019 and shall terminate September 30, 2020 ("Term"), subject to the termination provision set forth in Section IX below.

VII. INDEMNIFICATION:

A. Subject to the provisions of Part C below, UT Southwestern, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify and hold harmless Town and all of its officers, agents, and employees from any suits, actions, or claims whatsoever that might arise on account of any injury or

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damage received or sustained by any person or property as a result of UT Southwestern's conduct of any activity or operation in connection with UT Southwestern's provision of services required under this Agreement.

B. Town shall give UT Southwestern prompt notice of any matter covered by Subsection VII(A) above and shall forward to UT Southwestern every demand, notice, summons, or process received in any claim or legal proceeding covered by Subsection VII(A) above.

C. UT Southwestern shall not be obligated to indemnify or hold harmless Town or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of Town, its officers, agents, employees, or the negligence of a person or persons not under the supervision or control of UT Southwestern.

D. No provision of this Agreement shall be interpreted to constitute a waiver of the immunities or limits of liability granted to UT Southwestern or Town under the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.

VIII. ASSIGNMENT:

UT Southwestern shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of Town's Fire Chief; and as a condition of such consent, UT Southwestern shall still remain liable for completion of the services in the event of default by the successor contractor or assignee.

IX. TERMINATION:

Either party may, at its option and without prejudice to any other remedy it may be entitled to at law, in equity or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part, by giving the other party at least ninety (90) days prior written notice of termination.

X. NOTICES:

Any notice, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City:

Fire Department
Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, TX 75028

If intended for UT Southwestern:

Director, Contracts Management
The University of Texas Southwestern
Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9056

DocuSign Envelope ID: 3DE29F25-B540-4CB1-A79F-1134C3892CE8

XI. APPLICABLE LAWS:

This Agreement is entered into subject to the Charter and ordinances of Town, as amended, the Rules and Regulations of the Board of Regents of The University of Texas System, and all applicable State of Texas and Federal laws.

XII. VENUE:

The obligations of the parties to this Agreement shall be performable in Denton County, Texas.

XIII. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV. LEGAL CONSTRUCTION:

In case 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 any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. CAPTIONS:

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XVII. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XVIII. NONSOLICITATION OF PERSONNEL:

Town agrees that it will not, during any term hereof, or for a period of twelve (12) months following the termination of this Agreement, directly or indirectly, through any manner or means, impair or initiate any attempt to impair the relationship which exists between personnel then employed or retained by UT Southwestern through offers of employment or offers of contracts for Services to be rendered by such personnel or otherwise.

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UTSW Contract ID No. FY2020-6398

XIX. ENTIRE AGREEMENT:

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

The Town of Flower Mound, Texas signing by and through its Town Manager, duly authorized to execute same by Town Ordinance 37-06 Sec. 2-235 adopted by the Town Council on July 17, 2006, and The University of Texas Southwestern Medical Center, signing by and through its duly authorized representative, thereby binding themselves, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

DocuSigned by:
Shawn Cohenour
D214AE660D9D4D0...
Shawn Cohenour
Director, Contracts Management

Date: 12/27/2019 | 8:21 AM CST

TOWN OF FLOWER MOUND, TEXAS

Jimmy Stathatos
Town Manager

Date: _____

ATTACHMENT 2

DocuSign SECURED

Certificate Of Completion

Envelope Id: 3DE29F25B5404CB1A79F1134C3892CE8
Subject: Please DocuSign: FY2020-6398 2019-2020 CE for Flower Mound FD.doc
Source Envelope:
Document Pages: 4
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

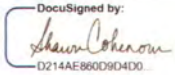
Envelope Originator:
Barata Hollis
5323 Harry Hines Blvd
Dallas, TX 75390
Barata.Hollis@UTSouthwestern.edu
IP Address: 129.112.109.43

Record Tracking

Status: Original
12/26/2019 9:18:30 PM

Holder: Barata Hollis
Barata.Hollis@UTSouthwestern.edu

Location: DocuSign

Signer Events	Signature	Timestamp
Shawn Cohenour Shawn.Cohenour@UTSouthwestern.edu Director, Office of Contracts Management UT Southwestern Medical Center Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  D214AE860D9D4D0... Signature Adoption: Uploaded Signature Image Using IP Address: 129.112.109.43	Sent: 12/26/2019 9:23:24 PM Viewed: 12/27/2019 8:21:11 AM Signed: 12/27/2019 8:21:19 AM
Donna Hill donna.hill@flower-mound.com Support Services Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 12/27/2019 8:21:20 AM Viewed: 1/13/2020 9:51:24 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jamie Royster Jamie.Royster@UTSouthwestern.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Paul Rosenberger Paul.Rosenberger@UTSouthwestern.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/27/2019 8:21:20 AM

Payment Events	Status	Timestamps

TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: November 16, 2020

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of the annual firefighter physical examinations with Huguley Memorial Medical Center through contract No. 2018-2-A in the total amount of $64,760.00 and authorization for the Mayor to approve same on behalf of the Town.**

BACKGROUND INFORMATION: Annual firefighter physicals are highly effective in providing early detection and prevention of many kinds of diseases and health conditions that may make the performance of the firefighter's job unsafe for the individual, as well as the rest of the department. In addition, the physicals provide a baseline of where personnel are and measures change over time. The annual firefighter physicals consist of various diagnostic screenings and an extensive physician examination with one-on-one counseling. This item is for approval of the Fire Department's annual firefighter physical examinations with Huguley Memorial Medical Center, at the contracted prices, in the estimated amount of $64,760.00 which includes physical examinations for 127 firefighters, a contingency amount of $2,880.00 for retesting if needed and $1,320.00 for Hepatitis B boosters.

FISCAL IMPACT: $64,760.00

Proposed Expenditure/(Revenue):	Account Number(s):
$ 64,760.00	100-660-62000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Huguley Assessment Center Individual Test Pricing List

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

Attachment 1

HUGULEY ASSESSMENT CENTER

Annual Firefighter Physicals
Individual Test Price List

Flower Mound Fire Department

Physician Examination	$80.00
Graded Exercise Stress Test (including EKG analysis)	$130.00
Fitness Tests (body fat, curl-ups, push-ups, flexibility	$15.00
Pulmonary Function Testing	$25.00
Audiometric Evaluation	$10.00
Vision Screening	$10.00
Cardiac Risk Profile	$5.00
Range of Motion Testing	
Blood Testing	
CBC with Differential	$30.00
Chemistry	$40.00
Hepatitis B Titer	$30.00
Urinalysis	$10.00
Chest X-ray	$70.00
Travel	$25.00
Total Assessment Cost:	
Total Assessment Cost with Lumbar X-ray	**$480.00**

Additional Test:

PSA on 45 and over	$40.00
Hepatitis B Booster	$40.00

TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: November 16, 2020

FROM: Lavona Burgess, Director of Support Services LB

ITEM: **Consider approval of the purchase of two (2) 2021 Ford Interceptor Utility-Hybrid with Police Equipment Packages per Town of Flower Mound Specifications and Vendor Quote from Holiday Dodge of the Holiday Autogroup for Police Services in the amount of $121,964.00.**

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of two (2) new 2021 Ford Interceptor Utility-Hybrid Pursuit rated Vehicles with Police Equipment Packages per Town of Flower Mound Specifications and Vendor Estimate #29034 in the amount of $121,964.00 from the Holiday Autogroup through Tarrant County Contract 2020-174. This purchase is to replace Unit No. 43500-39, a 2016 Tahoe/w 69k miles, and Unit No. 43500-50, a 2017 Tahoe/w 50k miles; and are part of the approved Fiscal Year 20-21 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $121,964.00

Proposed Expenditure/Revenue:	Account Number(s):
$121,964.00	565-450-84500-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicle
2. Quote – Estimate #29034
3. Town of Flower Mound Specifications

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

Attachment 1

Bid Award Recommendation

Date: 10/12/2020

Description: **Ford Police Interceptor Utility – Hybrid PPV**

Qty.: 2

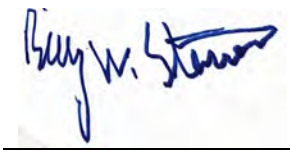
Replaces: *43500-39, a 2016 Patrol Tahoe and 43500-50, a 2017 Patrol Tahoe*

Bidder: Holiday Auto Group, Mike Hewitt 903-564-5641, mike@defendersupply.com
Estimate# 29034, Tarrant County Cooperative Contract# 2020-174.

Item: 2 – Pursuit Rated Ford Interceptor Utility-Hybrid with Police Equipment Packages as per TOFM Specs.

Total Cost of Vehicles, Equipment & Installation:
$121,964.00

It is Fleet Services recommendation to award the bid to **Holiday Auto Group** in the amount of **$121,964.00** utilizing the **Tarrant County Cooperative Contract # 2020-174**.



Fleet Services Manager

10/12/2020

Date

Attachment 2

HOLIDAY AUTOGROUP.COM

Date	10/7/2020
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 #	29034

Description	Location	Qty.	Ext. Price
** Pricing Per Tarrant County Cooperative Contract # 2020-174 **			
2021 Ford INT SUV Hybrid Pursuit Rated Police Package Per attached Specs		2	79,534.00
2 Year Texas State Inspection Certificate		2	14.00
Snow Chains		2	156.00
Window Tint - For Two Front Windows 55% Madico Onyx		2	158.00
Gamber-Johnson console for the 2020+ PI SUV w/ 22.5" of equipment space (8" front, 14.5" back). Includes arm rest, cup holder, relocation for brake/12V/USB and a side mount computer stand.		2	796.00
GJ Console bracket for USB and 12V		2	162.00
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)		2	994.00
2020 PI SUV freestanding gun lock mount		2	318.00
Installation of Interior Items		2	1,178.00
Defender Supply INTERCEPTOR UTILITY Light Bar Package 1 - Whelen 48" Legacy WeCanX DUO Lightbar with Integrated Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Sync Module, Expansion Module, OBDII Canport Harness		2	6,008.00
Whelen ION Trio, Red/Blue/White		4	356.00
Whelen Trio Color LInear ION Red/Blue/White		14	1,246.00
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes		4	720.00
Whelen Rear Pillars, 2020 Ford INT SUV, Duo		2	1,976.00
Whelen 360 Degree LED Light Head - Red/Blue Split		4	296.00
Whelen Howler system for a 2020+ PI SUV		2	928.00

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 addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicl e and Eme rgency Equipme ...

SIGNATURE

Attachment 2

HOLIDAY AUTOGROUP.COM

Date	10/7/2020
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 #	29034

Description	Location	Qty.	Ext. Price
Whelen LED Flush Mount Compartment Light in Red & White		10	490.00
6 Lamp Housing &TCRL*** TRIO Lightheads "L" Bracket Mounting (7 Required) or Vehicle Specific Mounting Purchased Separately.		4	3,836.00
TRACER MTG KIT INTERCEPTOR SUV		4	96.00
Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens		2	98.00
Installation of Lighting Items		2	6,436.00
Go Rhino push bumper (textured) for 2020+ PI SUVs. Includes top channel for (4) IONs and (2) 45 degree brackets for the sides.		2	772.00
Streamlight SL-20L LED Flashlight charge sleeve w/power cable		2	24.00
Streamlight Power Cord for Mobile Charger Sleeve		2	24.00
Stinger car charging unit		2	28.00
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.		2	144.00
Stalker DSR 2X - "Ka" Band - Front & Rear Antenna Moving Radar Unit with Remote.		1	3,568.00
Stalker Mounting Brackets for Counting Unit & Front Antenna for the Stalker Dual SL & DSR 2X Radar Systems for the 2013+ Ford Interceptor Utility SUV		2	280.00
Applied Concepts, Stalker, 24 Month Extended Warranty		1	441.00
Stalker Radar Cables		1	279.00
Opticom Light Bar Bracket		2	110.00
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		2	750.00
AFM 835 700-800 whip		2	28.00
Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		2	42.00
Jotto Desk Magnetic Mic Clip		6	168.00
Cradlepoint COR IBR900 Wiring Harness		2	376.00
HAF4013A Motorolla Antenna (762-870 mHz)		2	138.00

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 addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicl e and Eme rgency Equipme ...

SIGNATURE

Attachment 2

HOLIDAY AUTOGROUP.COM

Date	10/7/2020
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 #	29034

Description	Location	Qty.	Ext. Price
Mobile Power Cable, 20ft, 10 AWG		2	96.00
Power cable plus speaker outs for Motorola XTL 5000		2	112.00
SPEAKER MODULE ASSEMBLY, EXT SPKR 7.5W		2	140.00
17' remote cable		2	152.00
Professional Design & Installation of Graphics for Customer's Department by Defender Supply - Graphix Shoppe		2	1,134.00
Professional Installation of Graphics by Defender Supply		2	300.00
Red Rocker Switches for Cargo Dome Lights		4	20.00
Fire Extinguisher Mount		2	118.00
Installation of Above "Other Equipment"		2	4,296.00
Installation of Above "Other Equipment" Items Removal of: 1000w Inverter Setina Gun Rack		2	224.00
Installation of Customer Supplied Items Below: Cradle Point COR IBR900 Motorola APX6500 Axon Fleet 2 System 1-Radar 1000w Inverter Setina Gun Rack		2	1,314.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		2	1,090.00

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 addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicl e and Eme rgency Equipme ... $121,964.00

SIGNATURE _____

Town of Flower Mound

PURCHASING SPECIFICATIONS **SPECIFICATION NO.:**

Revised: September 15, 2020

ITEM: (2) Two New Ford Interceptor Hybrid Pursuit rated Police pkg. SUV, 4-door, All wheel drive

(TOFM vehicle replacement program Unit's 43500-39,50)

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.)

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 setforth by the EPA (Environmental Protection Agency) whenever purchasing new vehicles and/or equipment.

Bidder / Flower Mound		
Y/N	**Y/N**	
Y	Y__	1. Unit bid is EPA LEV (Certified Low Emmissions Vehicle).
Y	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 3.0L or equal State engine size bid: 3.3L Flex-Fuel: ✓Yes __No
✓	Y__	2. Automatic Transmission
✓	Y__	3. Fuel tank: min. 18 gal.
✓	Y__	4. Dual Heavy duty battery
✓	Y__	5. Power Anti-lock Braking System, 4-wheel Disc
✓	Y__	6. All wheel drive
✓	Y__	7. Hybrid Battery Technology

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 55% Madico Onyx (rear factory darkness)
✓	Y__	3. Intermittent wipers
✓	Y__	4. Exterior Paint: **Black**

✓ Y__ 5. Seats: Cloth Front lowback (bucket) seats, Rear Vinyl

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

✓ Y__ 7. Front/ Rear Air Conditioning (17A)

✓ Y__ 8. Radio: Standard AM / FM

✓ Y__ 9. Rear Window Defroster

✓ Y__ 10. Interior cargo area.
Preferred width: min. 60".
State width of unit interior bid: 60"

Preferred cargo volume: min. 20 cu.ft.
State cargo volume of unit bid: 20 cu ft+

✓ Y__ 11. Rear window washer and wiper

✓ Y__ 12. Power windows, door locks, mirrors

✓ Y__ 13. Front and Rear vinyl flooring

✓ Y__ 14. Interior: Dark gray or equivalent dark interior

✓ Y__ 15. Keyless entry

✓ Y__ 16. four (4) sets of keys (Must be included at time of vehicle delivery) (55F)

✓ Y__ 17. All vehicles keyed alike 59B

✓ Y__ 18. Rear lift hatch

✓ Y__ 19. 1 - Vehicle spotlight/post and door mount (LED), located on the driver side only. 51T

✓ Y__ 20. Tow Hitch / Package

✓ Y__ 21. Flasher System (Headlamp and Tailamp)

✓ Y__ 22. Bluetooth

✓ Y__ 23. LED Tails Pre-Drilled for Vertex (86T)

✓ Y__ 24. Front Passenger Power Seat 87P

Y 25. Rear Hatch Switch Delete 18D

Y 26. Dark Car 43D

Y 27. OBD Splitter 61B

Y 28. Reverse Sense 76R

Y 29. Blind Spot Sensor 55B

Y 30. Rear Camera on Demand 19V

Y 31. Police Idle 47A

Y 32. Global Unlokck 18D

Y 33. Camera in Rear View Mirror 87R

Y 34. Tow Lighting Package 52T

Y 35. H8 AGM Battery 19K

Y 36. Noise Suppression Bond Straps 60R

Y 37. Front Headlamp Soultion 66A

OTHER EQUIPMENT

Bidder / Flower Mound
Y/N Y/N

Y 1. 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 2. 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**

Bidder Y/N	Flower Mound Y/N		COST EACH
Y	Y__	(2) Gamber Johnson w/cup holder/armrest/slide Part #7170-0734-05	$ 796 CC
Y	Y__	(2) GJ console bracket for USB and 12v	$ 162 CC
Y	Y__	(2) Havis Docking Station for Dell Rugged Part#DS-DELL-405	$ 994 CC
Y	Y__	(2) Setina Univ Standing Gun Rack Base(Ford INT)	$ 318 CC

Total price for above "Interior" items: $ 2270 CC

Total installation charges for above "Interior" items: $ ~~599~~ 1178 CC

***Lighting**

Bidder Y/N	Flower Mound Y/N		COST EACH
Y	Y__	(2) Whelen – Texas special 54" Legacy **DUO** Lightbar/ **CENCOM CARBIDE** / Speaker Part # call FMPD for light color specs 21 push button control head Part# CCSRNT4G	$ 6008 CC
Y	Y__	(2) Whelen Canport for 2021 Explorer	$ Incl

Y	Y__	(2) Whelen Carbide Expansion Packs	$ Incl
Y	Y__	(4) Whelen ION TRIO R/B/W Part# I3SMJC	$ 356 00
Y	Y__	(14) Whelen ION TRIO R/B/W Part# I3JC	$ 1246 00
Y	Y__	(4) Soundoff Intersector R/B/W Part#ENT2B3RBW	$ 720 00
Y	Y__	(2) Whelen Rear Pillar R/B DUO – can cruise Part # RPWD50	$ 1976 00
Y	Y__	(4) Whelen Vertex R/B Part# VTX609	$ 296 00
Y	Y__	(2) Whelen Headlight/Tailight Flasher Modules	$ Incl
Y	Y__	(2) Whelen Howeler Low Frequency Siren Part # HOWLER	$ 928 00
Y	Y__	(10) Whelen 3" Round Super LED Light head (Rear Hatch Red/White) Part # 3SRCCDCR	$ 490 00
Y	Y__	(2) Whelen Tracer Trio R/B/W w/ mount	$ 3932 00
Y	Y__	(2) Soundoff Interior Dome light (Officer) Part #ECVDMLTAL00	$ 98 00

Total cost for above "Lighting" items: $ 16,050 00

Total installation charges for above "Lighting" items: $ 6436 00

***Other Equipment**

Bidder / Flower Mound			
Y/N	**Y/N**		**COST EACH**
Y	Y__	(2) Go Rhino Push Bumper Part# 5344-4L61	$ 772 00

Y	Y__	(2) Streamlight SL-20L LED Flashlight charge sleeve Part# w/ power cable	$ 24 00
Y	Y__	(2) Streamlight DS Charge Cable (22051)	$ 24 00
Y	Y__	(2) Streamlight DS Charging Base (75100)	$ 28 00
Y	Y__	(2) Lind Power Suply for Dell Lat. 5414	$ 144 00
Y	Y__	(2) Top Hat Equipment Timer	$ Incl.
Y	Y__	(1) Stalker 2X Radar System w/ extended Warranty	$ 4069 00
Y	Y__	(1) Stalker 2X Radar Cable Set	$ 279 00
Y	Y__	(2) Stalker Tahoe Antenna Mount	$ 122 00
Y	Y__	(2) Stalker Tahoe Display Mount	$ 158 00
Y	Y__	(2) Opticom Lightbar bracket/mount	$ 110 00
Y	Y__	(2) Panomara GPS-D 2148 kit , C23F-SM	$ 820 00
Y	Y__	(6) Super Strong Magnetic Mic Clips	$ 168 00
Y	Y__	(2) Cradlepoint COR IBR900 wiring harness	$ 376 00
Y	Y__	(2) NEW replacement wiring for APX 6500	$ 638 00
Y	Y__	(2) FMPD Graphics Kit w/ US/TX Flags	$ 1434 00
Y	Y__	(4) Red Rocker Switches **(for rear light switches)**	$ 20 00
Y	Y__	(2) Fire Extinguisher Mount	$ 118 00

Total cost for above "Other Equipment" items: $ 9244 00

Total installation charges for above "Other Equipment": $ 4296 00

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.

Bidder / Flower Mound Y/N	Y/N	****Transferred Items**		**REMOVE/RE-INSTALL CHARGE**
Y	Y__	(2) Cradlepoint COR IBR900	**Cust Supply**	$ 438.00
Y	Y__	(2) Motorola APX6500	**Cust Supply**	$ 438.00
Y	Y__	(2) Install AXON Fleet 2 System	**Cust Supply**	$ 438.00
Y	Y__	(2) 1000w Inverter	**Removal/Install**	$ 112.00
Y	Y__	(2) Setina Gun Rack	**Removal/Install**	$ 112.00

Total Re-install charges for above "Transferred Items": $ 1538.00

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.

Bidder / Flower Mound Y/N	Y/N	*****Decommissioned Items**	**Removal Charge**

X Y__ 1. None $ N/A

Total removal charges for above "Decommissioned Items": $ N/A

TOTAL Cost of EQUIP $ 28,982.00

TOTAL COST OF INSTALL $ 13,448.00

TOTAL VEHICLE COST $ 79,534.00

TOTAL BID PRICE $ 121,964.00
(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

_____

_____

COMMENTS

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

_____

_____

_____

_____

_____

TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: November 16, 2020

FROM: Lavona Burgess, Director of Support Services

ITEM: **Consider approval of the purchase of one (1) 2021 Dodge Durango SSV with Police Equipment Packages per Town of Flower Mound Specifications and Vendor Quote from Holiday Dodge of the Holiday Autogroup for Police Services in the amount of $36,123.00.**

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of one (1) new 2021 Dodge Durango Special Service Vehicle with Police Equipment Packages per Town of Flower Mound Specifications and Vendor Estimate #29074 in the amount of $36,123.00 from Holiday Dodge of the Holiday Autogroup through Tarrant County Contract 2020-174. This purchase is to replace Unit No. 4350-173, a 2012 Ford Fusion with approximately 80,000 miles and is part of the approved Fiscal Year 20-21 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $36,123.00

Proposed Expenditure/(Revenue):	Account Number(s):
$36,123.00	565-450-84500-6130 – VERF

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicle
2. Quote – Estimate #29074
3. Town of Flower Mound Specifications

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

Bid Award Recommendation

Date: 10/14/2020

Description: **2021 Dodge Durango SSV W/Police Equipment Package**

Qty.: 1

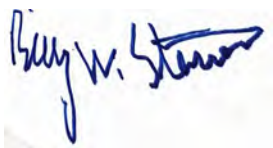
Replaces: *4350-173, a 2012 Ford Fusion w/~80k miles*

Bidder: Holiday Auto Group, Mike Hewitt 903-564-5641, mike@defendersupply.com
Estimate#29074, Tarrant County Cooperative Contract# 2020-174.

Item: 1 – Dodge Durango Special Service Vehicle (SSV) with Police Equipment Package as per TOFM Specs.

Vehicle
Total Cost of Vehicle, Equipment & Installation:
$36,123.00

It is Fleet Services recommendation to award the bid to **Holiday Auto Group** in the amount of **$36,123.00** utilizing the **Tarrant County Cooperative Contract # 2020-174**.



Fleet Services Manager

10/14/2020

Date

HOLIDAY AUTOGROUP.COM

Date	10/12/2020
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 #	29074

Description	Location	Qty.	Ext. Price
** Pricing Per Tarrant County Cooperative Contract # 2020-174 **			
2021 Dodge Durango,RWD SSV, Black Exterior Per Attached Specifications.		1	28,997.00
2 Year Texas State Inspection Certificate		1	7.00
Vehicle Dealer Prep		1	130.00
Ice/Snow Chains/Cables		1	78.00
Window Tint - For Two Front Windows		1	79.00
Extra Ignition Key/FOB for total of 3		1	179.00
Whelen Inner Edge, 6 Lamp, Duo, Passenger Only, RW/BW	Front Visor	1	479.00
Whelen ION Red w/Smoke Lens	Behind Front Grill	1	97.00
Whelen Smoke ION, Blue	Behind Front Grill	1	97.00
Whelen 360 Degree LED Side Emitter Light Head - Red/Blue Split	Tail Lamp	2	142.00
MINI ION T-SERIES LT RED/BLUE Duo	Foglight Area	2	138.00
TIONMGRM Mini T ION Grommet Kit		2	18.00
DUO LINEAR ION RED/BLU SMK BLK	Rear Qtr Glass-Side Facing	2	212.00
IONBKT5 ION REVERSED UNIVERSAL MT		2	18.00
Whelen LED Flush Mount Compartment Light in Red & White	Cargo Area	1	45.00
Whelen HHS3200 Hand Held Siren/Light Controller		1	341.00
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker	Behind Grill	1	171.00
Whelen Behind the Grill Siren Speaker Bracket - Universal Swivel Bail Type Mounting Bracket		1	23.00
AVC21RR Dual Red Avenger, Red/Red	Rear Glass-Rear Facing	1	198.00
AVC21BB Whelen Avenger, Dual, Blue/Blue	Rear Glass-Rear Facing	1	198.00
Whelen Dual Avenger II DUO RB/RB CORD		1	404.00
Whelen Universal LED Flasher - 4 outlet For Tail light ring flashing		1	69.00

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 addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipme...

SIGNATURE

HOLIDAY AUTOGROUP.COM

Date	10/12/2020
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 #	29074

Description	Location	Qty.	Ext. Price
RLN6434 Motorola Radio Charger for APX6000 https://www.google.com/search?q=RLN6434+Motorola+Radio+Charger&sxsrf=ACYBGNT5qY6CcKUkbiU_oS5ZCtQTr6783g:1576697639758&source=univ&tbm=shop&tbo=u&sa=X&ved=2ahUKEwjupPG1-L_mAhXBPM0KHV3QD1EQsxh6BAgMECw&biw=1707&bih=838&dpr=1.13		1	51.00
TK0230DUR11 Setina "CARGO BOX LFC- Lift Top, Fixed Box With Combination Lock BSN- Base Sliding With No Lock"		1	1,049.00
Shipping of Above Emergency Parts for Upfit		1	52.00
Misc. Shop Supplies		1	66.00
Defender Supply Wiring Harness		1	129.00
ST Blade Split Bus Fuse Block		1	44.00
Installation of Above Emergency Equipment and Customer Supplied Gun Rack-Install in Cargo Area and 4 each Customer Supplied AVC21.		1	2,612.00
Customer Supplied: Gun Rack			

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 addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipme... $36,123.00

SIGNATURE _____

Town of Flower Mound

PURCHASING SPECIFICATIONS **SPECIFICATION NO.:**

Revised: August 12, 2020

ITEM: (1) One new vehicle mid-sized Police pkg. SUV, 4-door, 2 wheel drive;

FUNCTION: Criminal investigations 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:

Dodge Durango SSV (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 setforth 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 Emmissions 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: 3.6L Flex-Fuel: ✓Yes ___No
✓	Y__	2. Automatic Transmission
✓	Y__	3. Fuel tank: min. 20 gal.
✓	Y__	4. Power Anti-lock Braking System, 4-wheel Disc
✓	Y__	5. Rear wheel or all wheel (AWD) drive

TIRES AND WHEELS

Bidder / Flower Mound

Y/N	Y/N	
✓	Y__	1. Tires: Radial highway, all season
✓	Y__	2. Spare tire/ wheel with jack
✓	Y__	3. Ice/Snow cables (1 set, for 2 tires) per the tire size bid
✓	Y__	4. Standard Aluminum Wheels (not black steel)

CAB & EQUIPMENT

Bidder / Flower Mound

Y/N	Y/N	
✓	Y__	1. Power Steering
✓	Y__	2. Window Tint – Factory tint
✓	Y__	3. Intermittent wipers
✓	Y__	4. Exterior Paint: **Dark color (Black, Granite, Blue Shade Pearl, etc.)**
✓	Y__	5. Seats: Cloth Front lowback (bucket) seats, rear cloth
✓	Y__	6. Rear fold down seat, (preferred 60/40 split)
✓	Y__	7. Air Conditioning
✓	Y__	8. Rear Window Defroster

✓ Y__ 9. Interior cargo area.
Preferred width: min. 74".
State width of unit interior bid: 74"

Preferred cargo volume: min. 47 cu.ft.
State cargo volume of unit bid: 47 cuft

✓ Y__ 10. Rear window washer and wiper

✓ Y__ 11. Standard Center Console

✓ Y__ 12. Power windows

✓ Y__ 13. Power door locks

✓ Y__ 14. Power Driver/Passenger Mirrors

✓ Y__ 15. Front and Rear: Full color matching carpet with floormats

✓ Y__ 16. Interior: Interior corsponding to outside color

✓ Y__ 17. Keyless entry

✓ Y__ 18. Three (3) sets of keys (Must be included at time of vehicle delivery)

✓ Y__ 19. Rear lift hatch

✓ Y__ 20. Tow Hitch / Package

✓ Y__ 21. Dome light: red/white

✓ Y__ 22. Bluetooth

OTHER EQUIPMENT

Bidder / Flower Mound
Y/N Y/N

✓ Y__ 1. 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__ 2. 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.

Equipment:

Bidder	Qty	Item	Description	Cost
(Y) / N	1	Whelen HHS-3200	Whelen handheld light and siren controller	341.00
(Y) / N	1	SA315P	Whelen 100W siren/speaker	194.00
(Y) / N	1	Whelen Inner Edge FST Duo	Passenger side only Red/white- Blue/white	479.00
(Y) / N	1	Whelen ION - red XONR	Whelen ION red *smoked* lens - mounted behind grill	97.00
(Y) / N	1	Whelen ION - blue XONB	Whelen ION blue *smoked* lens - mounted behind grill	97.00
(Y) / N	2	Whelen Mini ION-T DUO R/B	Whelen Mini ION-T in foglamp area	156.00
(Y) / N	2	Whelen Vertex split – Red/blue	Whelen Vertex split – Red/Blue – taillamps	142.00
(Y) / N	2	Whelen ION Duo I2J	Whelen ION Duo red/blue- mounted in rear quarter glass.	212.00
(Y) / N	2	WEC-IONBKT5	Whelen universal mount for Ion lighheads.	18.00

(Y) / N	1	Whelen ULF44 flasher	Whelen LED taillamp flasher	69 00
(Y) / N	1	Whelen Avenger II AVC21RR	Dual Avenger II solo - mounted rear glass -red	198 00
(Y) / N	1	Whelen Avenger II AVC21BB	Dual Avenger II solo - mounted rear glass - Blue	198 00
(Y) / N	1	Whelen Avenger II DUO R/B	Dual Avenger II DUO, R/B	404 00
(Y) / N	1	LED Compartment light 3SRCCDCR	3in, round flush mount red/ white compartment light- cargo area	45 00
(Y) / N	1	Motorola Radio Charger RLN6434	Motorola portable radio chager for APX6000 radio- mounted front passenger area- TBD	51 00
(Y) / N	1	Setina Cargo Box for Durango	Setina cargo box with lift top and combination lock, free standing kit.	1049 00

Total price for above "lighting/ equipment" items: $ 3750 00

Total installation charges "lighting/ equipment" items: $ 2612 00

TOTAL Cost of Installation and Materials $ 6362 00

TOTAL BID PRICE $ 36,123 00

(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

5 yr / 100K Drive Train, 3yr / 36K Bumper to Bumper.

TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: November 16, 2020

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Traffic Engineer

ITEM: **Consider approval of a Construction Agreement with Durable Specialties, Inc., for the FM 2499 at Chaparral Traffic Signal project and Partial Signal Rehabilitation at FM 2499/Churchill and Flower Mound Road/McKamy Creek, in the amount of $287,400.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On September 23, 2020, bids were received and opened (Bid 2021-6-B) for the construction of a new traffic signal at the intersection of FM 2499 at Chaparral Lane - construction traffic signal project. This project also includes rehabilitation work at both FM 2499 at Churchill and at Flower Mound Road at McKamy Creek Road. Durable Specialties, Inc. submitted the lowest qualified bid of the four responding bidders at $287,400.00. The work associated with this capital improvement project includes the installation of certain traffic signal equipment supplied by the Town. This location meets warrants for traffic signalization and has been approved by the Texas Department of Transportation.

BOARD REVIEW/CITIZEN FEEDBACK: The Transportation Commission reviews upcoming signal projects every spring. This location was reviewed and identified as a desirable location by the Commission.

ALTERNATIVES/OPTIONS: The decision to not approve the proposed construction agreement for signal at FM 2499 at Chaparral Ln would negatively impact the planned safety increase of cross traffic at that intersection. The proposed signal will provide traffic control for safe cross traffic for residents to the west and improved service to the shopping center to the east.

FISCAL IMPACT: $287,400.00

Proposed Expenditure/(Revenue):	Account Number(s):
$151,844.59	505-220-77065
$50,912.74	531-220-77065
$4,642.67	536-220-77065
$80,000.00	550-117-77065

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

Total 2019-2020 project cost is $500,000. CIP Amendment #1 on same agenda to increase project $70,000 in order to award the contract. Funding sources are:

- Impact Fees $ 50,000
- Other $150,000
- Decision package (General fund cash) $300,000

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.

Attachment 1

Town of Flower Mound
Bid Tabulation

Bid No: 2021-6-B - FM 2499 at Chaparral Traffic Signal Project and Partial Signal Rehabilitation at FM 2499/Churchill and Flower Mound Road/McKamy Creek

Bid Opening: 09/23/2020 at 11:00 AM

Company	Total Bid
Durable Specialties, Inc	$ 287,400.00
EARTC	$ 289,000.00
WG Engineering & Construction LLC	$ 457,790.00
Roadway Solutions, Inc	$ 493,260.00

**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: September 23, 2020

TOWN OF FLOWER MOUND

FM 2499 AT CHAPARRAL TRAFFIC SIGNAL PROJECT AND PARTIAL SIGNAL REHABILITATION AT FM 2499/CHURCHILL DRIVE AND FLOWER MOUND ROAD/MCKAMY CREEK

Bid # 2021-6-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 16th day of November, 2020, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Durable Specialties, 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:

FM 2499 AT CHAPARRAL TRAFFIC SIGNAL PROJECT AND PARTIAL SIGNAL REHABILITATION AT FM 2499/CHURCHILL DRIVE AND FLOWER MOUND ROAD/MCKAMY CREEK
Bid # 2021-6-B

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

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

A. The Construction Agreement;

B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;

C. Any listed and numbered addenda;

D. Special Provisions;

E. Supplementary Conditions;

F. Construction Drawings or Plans;

G. Technical Specifications;

H. Town's Standard Construction Details;

I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);

J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);

K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);

L. The General Conditions;

M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);

N. Notice to Bidders;

O. Instructions to Bidders;

P. The Town's written notice to proceed to Contractor;

Q. The Contractor's Bid Proposal;

R. The Performance Bond, Payment Bond and Maintenance Bond; and

S. Bid materials distributed by the Town that relate to the Project.

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

the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Hunderd Eighty-Seven Thousand Four Hundred Dollars and No cents ($287,400.00)** 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 one hundred and fifty (150) calendar days, and final completion of one hundred and eighty_(180) 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:

Contract Amount	Retainage Percentage
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 ____ day of _____, 20___.

TOWN OF FLOWER MOUND

_____
Steve Dixon, MAYOR

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

CONTRACTOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

ATTEST:_____ (Signature)

_____ (Position)

TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: November 16, 2020

FROM: David Bauer, Construction Manager

ITEM: **Consider approval of Crosspoint Communications proposal for providing and installing a Bi-Directional Amplifier system to boost first responder radio equipment in the Fire Station No.7 Facility in the amount of $25,593.00.**

BACKGROUND INFORMATION: On October 9, 2020, a study was performed in the new Fire Station No.7 Facility that determined the strength of radio signals that first responders use when on an emergency call. Because radio signals cannot be accurately estimated during design, the study was completed after build out. The study determined that a signal amplifier would be required to provide radio system coverage within the facility.

Crosspoint Communications is the Town's provider and supplier of all EMS services. This contract is governed by the terms and conditions of a BuyBoard contract agreement with the Town of Flower Mound.

The Bi-Directional Amplifier (BDA) System is used to provide radio system coverage within a facility that does not allow for radio system signal penetration. The network itself consists of a donor antenna network based from an antenna placed on the rooftop of the structure that collects the signal from the outside source and feeds it to an amplifier that boosts the signal and then sends it to a distributed antenna system within the buildings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $25,593.00

Proposed Expenditure/(Revenue):	Account Number(s):
$25,593.00	505-111-50082

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

Total project cost is $8,070,000. Funding sources are:

- Other $ 650,000
- Decision Package (General Fund cash) $ 900,000
- Tax debt $ 6,520,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract Agreement

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

The Town of Flower Mound Fire Station #7

10/19/2020

Data Restrictions

This proposal is considered Crosspoint Communications confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by The Town of Flower Mound required to evaluate this proposal without the express permission of Crosspoint Communications.

10/19//2020

The Town of Flower Mound
Fire Station #7

David Bauer,

Crosspoint Communications is pleased to present this proposal for the implementation of a BDA that will provide signal improvement for The Town of Flower Mound TRS in the new Fire Station #7 . This proposal has been developed from information gathered from our site walk and the plans provided by you. This price proposal is valid for 90 days.

Thank You,

Crosspoint Communications

Please call us with any questions you may have regarding this proposal

Bobby Thompson
Account Representative
(469) 236-3743

Patrick McSweeney
Engineering group

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System Description

7/800MHz System

Operational Overview

The Bi-Directional Amplifier (BDA) System is used to provide radio system coverage within a facility that does not allow for radio system signal penetration. The network itself consists of a donor antenna network based from an antenna placed on the rooftop of the structure that collects the signal from the outside source and feeds it to an amplifier that boosts the signal and then sends it to a distributed antenna system within the buildings. The distribution network extends the outside signal to portable units operating within the structure. In the opposite direction, thus the term “bi-directional”, the signal is collected by the distribution system and sent to the amplifier, and then broadcast back to the system over the donor antenna network. Many factors need to be determined in the development of these networks to determine the size and cost of a system. Some of these factors include:

- Amount of signal level available outside of the building that can be collected by the BDA
- The area inside the structure that requires radio system coverage.
- The building architecture and its ability to block radio signals

CriticalPoint™ Public Safety Bi-Directional Amplifier

RX-7W22 PS 700/800MHz BDA

UL2524 Compliant

Features

- Digital/programmable utilizing FPGA
- Supports public safety 700/800MHz in single band or dual band version
- Supports P25 P1/P2 digital and conventional analog communications simultaneously
- Supports FirstNet™ LTE band 14
- Single band versions include license to switch from original band to alternate band
- Single band can be upgraded to dual band via license key
- Each band supports up to 32 narrow band filters (Class A)
- Each band supports up to 3 wide band filters (Class B)
- Channelized Auto Level Control (ALC) / Channelized uplink squelch (Class A)
- **NetProtect** Uplink PA shutdown during no traffic periods to minimize noise being introduced to the network (Class A)
- Built-in mandatory isolation test to prevent BDA oscillation
- Auto shutdown with alarm upon oscillation detection
- Web based GUI for intelligent configuration, SNMP supported
- NFPA compliant dry contact alarms, NEMA 4X enclosure
- **Complies with NFPA 1221 2016 / 2019 edition, IFC 2018 Section 510**
- **FCC: PX8RX-7W22-A (Class A), PX8RX-7W22-B (Class B)**
- **UL 2524 Compliant**

Specifications

Electrical			700MHz	800MHz
Total Output Power, Downlink		dBm	33/27	33/27
Total Output Power, Uplink		dBm	27	
Maximum System Gain		dB	90	90
Gain Adjustment Range (1dB step)		dB	0-30	0-30
Pass Band Ripple, p-p		dB	≤ 5	≤ 5
Uplink Noise Figure		dB	≤ 5	≤ 5
Intermodulation		dBm	≤ -13	≤ -13
Spurious	9kHz to 1GHz	dBm	FCC Compliance	FCC Compliance
	1GHz to 12.75GHz	dBm		
Maximum RF Input Power without Damage		dBm	10	10
Maximum RF Input Power without Overdrive		dBm	-20	-20
ALC Range		dB	60	60
Input VSWR			≤ 1.5	≤ 1.5
Impedance		Ω	50	50
Class A				
Frequency Range, Uplink		MHz	US: 788-805	806-824
Frequency Range, Downlink		MHz	US: 758-775	851-869
Filter Bandwidth		KHz	12.5/25/75+10MHz (LTE)	12.5/25/75
Number of Filters			US: 32+1 (LTE)	32
System Group Delay	Bandwidth: 12.5KHz	µsec	≤ 35	≤ 35
	Bandwidth: 25KHz		≤ 27	≤ 27
	Bandwidth: 75KHz		≤ 15	≤ 15
	Bandwidth: 10MHz (LTE)		≤ 6.5	NA
Out-of-Band Suppression	Bandwidth: 12.5KHz	dBc	≥ 80 @ filter center + 75KHz	≥ 80 @ filter center + 75KHz
	Bandwidth: 25KHz		≥ 80 @ filter center + 75KHz	≥ 80 @ filter center + 75KHz
	Bandwidth: 75KHz		≥ 80 @ filter center + 200KHz	≥ 80 @ filter center + 200KHz
	Bandwidth: 10MHz (LTE)		≥ 45 @ filter edge + 0.6MHz ≥ 60 @ filter edge + 1MHz	NA

Class B			
Frequency Range, Uplink	MHz	US: 788-805	US:806-817
Frequency Range, Downlink	MHz	US: 758-775	US:851-862
Filter Bandwidth	MHz	0.2-10	0.2-10
Number of Filters		3	3
System Group Delay	µsec	≤ 6.5	≤ 6.5
Out-of-Band Suppression	dBc	≥ 45 @ filter edge + 0.6MHz ≥ 60 @ filter edge + 1MHz	≥ 45 @ filter edge + 0.6MHz ≥ 60 @ filter edge + 1MHz

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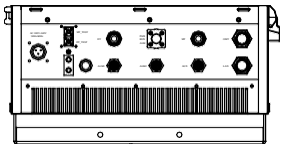
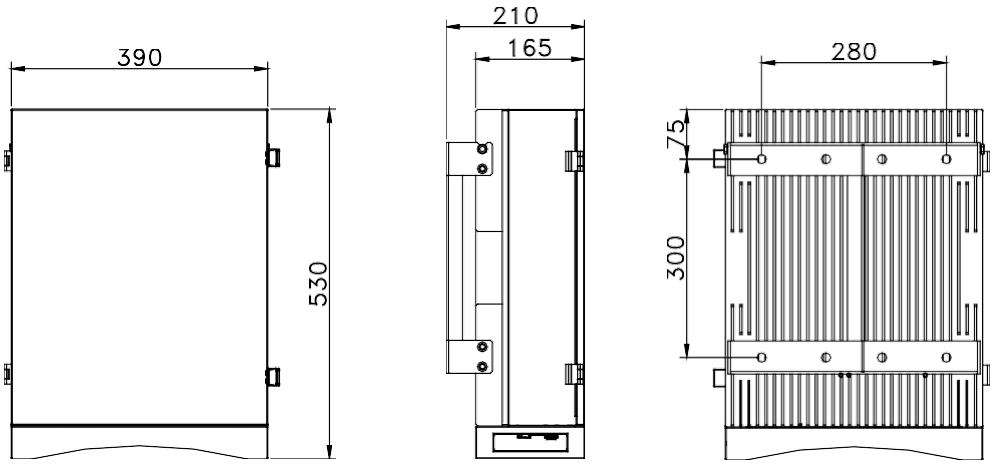
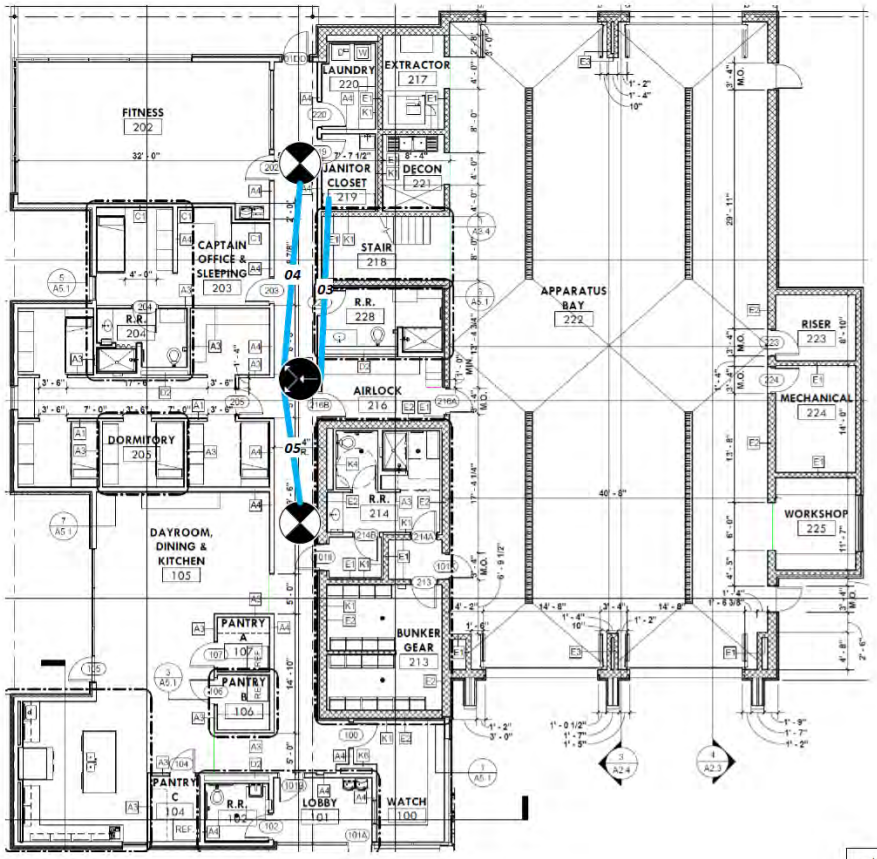
Mechanical			
Dimensions, H x W x D		in(mm)	20.9 x 15.4 x 8.3 (530 x 390 x 210)
Weight (without bracket)		lb(kg)	50.7 (23)
		VDC	-40 ~ -58
Power Consumption	Single band	W	80 (33dBm), 75 (27dBm)
	Dual band	W	100 (33dBm), 90 (27dBm)
Enclosure Cooling			Convection
RF Connectors			N-Female
Test Port			SMA, -22dB
Maximum Input for Dry Contact Port			24VDC, 1A / 110VAC, 0.5A
Operating Temperature		ºF (ºC)	-27 to +140 (-33 to +60)
Operating Humidity			≤ 95%
Environmental Class			NEMA 4X
MTBF		hr	≥ 100,000 @ 77 ºF

Note: Typical specifications at room temperature'

Outline Drawing







Author:	Patrick McSweeney
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Company:	CROSSPOINT COMMUNICATIONS

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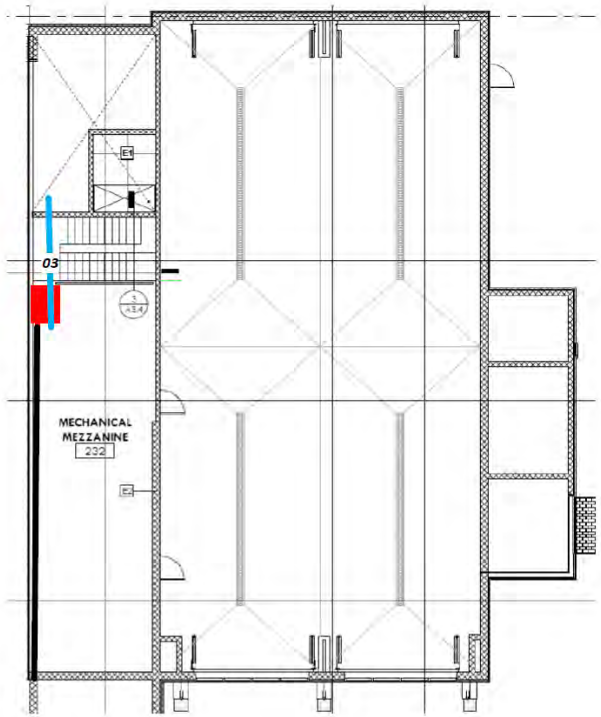

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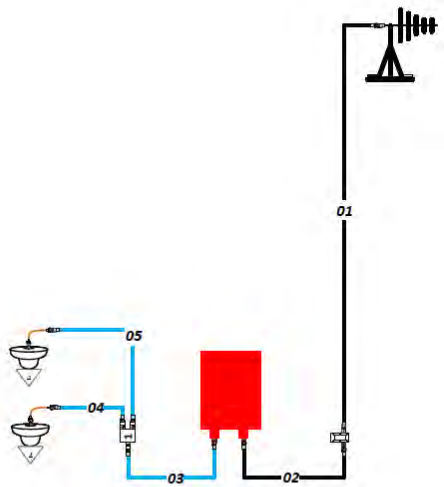

Author:	Patrick McSweeney
Date:	10/19/2020
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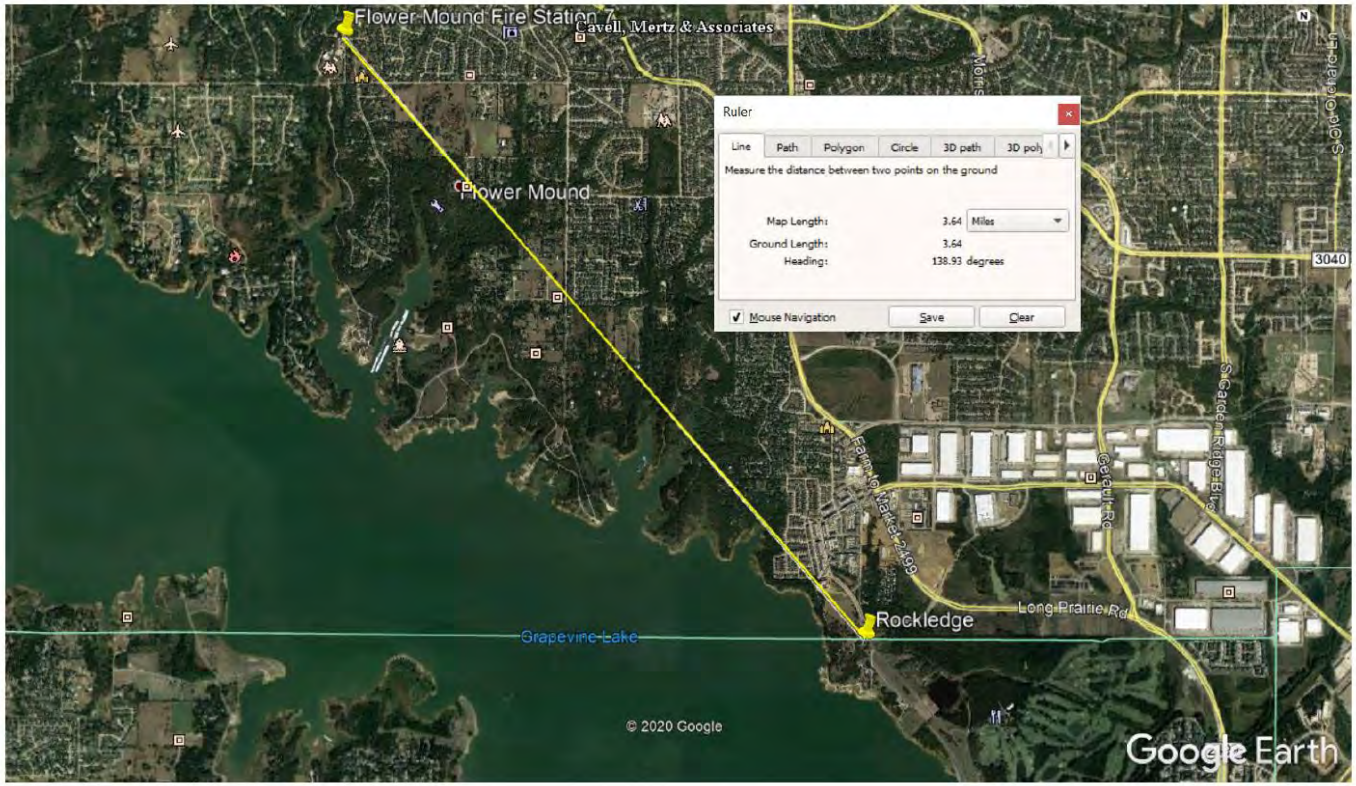
Company:	CROSSPOINT COMMUNICATIONS



Author:	Patrick McSweeney
Date:	10/19/2020
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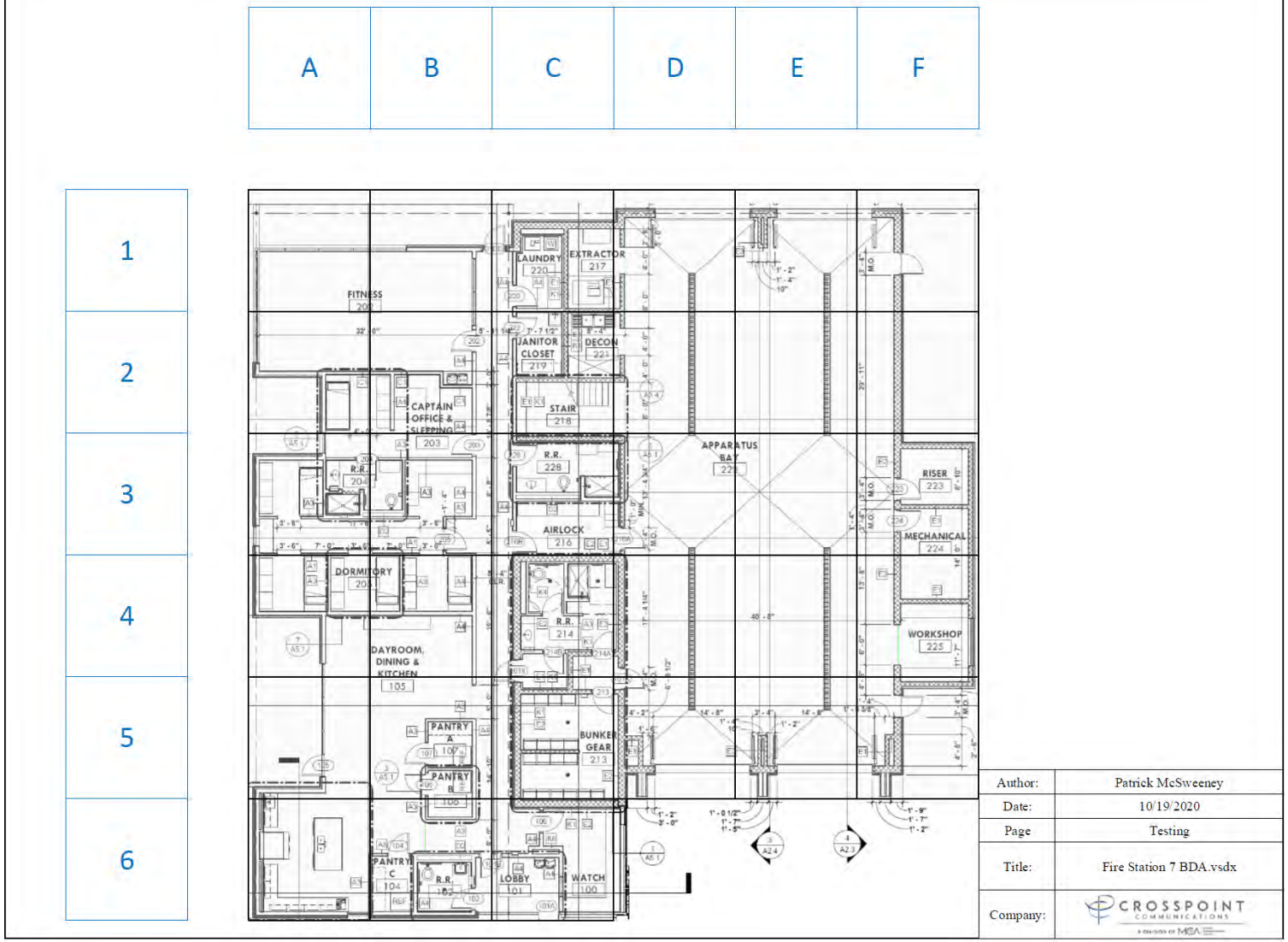
Title:	Fire Station 7 BDA.vsdx
Company:	CROSSPOINT COMMUNICATIONS

CROSSPOINT COMMUNICATIONS Proprietary & Confidential



Proprietary & Confidential

Distribution Antennas
Manufacturer: Commscope
Model: CELLMAX-0-25
Height: Ceiling Mount

Technical Parameters:

Donor Site:The Town of Flower Mound Radio System
Donor Level: -70 dBm

Crosspoint Communications Statement of Work
Fire Station #7

Crosspoint Communications Responsibilities

General Understanding

This section describes the tasks that will be required to complete this project. It discusses Crosspoint's responsibilities and what responsibilities would be required of The Town of Flower Mound in the implementation of this project.

Upon receipt of the "Notice to Proceed" and a purchase order, Crosspoint will begin the acquisition of the materials designated on the enclosed equipment list. Once the system has been ordered, updated equipment delivery times will be provided to The Town of Flower Mound Project Manager. Due to the specialized nature of this type of equipment leads times are typically twelve to fourteen weeks ARO on the BDA head end equipment.

Crosspoint Communications will appoint a Project Manager who will remain as the single point of contact throughout the project. The PM will coordinate the project kick-off meeting with The Town of Flower Mound. This initial meeting would include the following discussions along with any other points requested by The Town of Flower Mound:

Introduce project team to The Town of Flower Mound and establish "Point of Contact" for both Crosspoint and The Town of Flower Mound. This would include exchanging contact information (email address, phone numbers, etc.).

- Review The Town of Flower Mound responsibilities and timeline of their completion.
- Review equipment delivery schedules with The Town of Flower Mound.
- Review installation schedule

Discuss any on-site requirements of The Town of Flower Mound . This would include establishing access requirements, onsite contacts, and any special work conditions or safety requirements (hardhats, work location hazards, etc.).

All materials will be stored at one of Crosspoint's facilities and transported to the site as needed. Crosspoint will be responsible for all shipping and transportation costs as part of this proposal.

General

1. Perform all work and tasks required to install the products according to manufacturers' recommendations during installation
2. Administer safe work procedures for installation
3. Ensure the proper disposal of all debris generated from installation
4. Schedule the implementation in agreement with The Town of Flower Mound.
5. Coordinate the activities of all Crosspoint Communications subcontractors under this contract.
6. All work will be performed during normal working hours (Monday through Friday, 8AM to 5PM).
7. Crosspoint Communications will use the Motorola R56 Manual, Standards and Guidelines for Communication Sites as its installation guide in all situations where the customer specifications and local codes do not apply. These guidelines will be adhered to as closely as possible as allowed by the existing sites and equipment. The R56 Manual is available for review upon request. This quotation does not included bringing existing equipment and sites up to R56 standards unless specifically outlined.
8. All grounding wire , stainless steel bolts, lugs, and other small grounding hardware will be supplied by Crosspoint Communications.
9. Any work that is required to complete this project not specifically described in this statement of work will be considered above the scope of this proposal and subject to re-quotation
10. Perform testing of equipment

7/800MHz System

Implement the RF distribution network. This will include the following:

Provide and install Heliax coaxial cable between the Splitter's and the designated locations for each distribution antenna as specified in the system design.

Install distribution antennas that will be secured to ceiling tiles. Precautions will be taken to ensure that ceiling tiles will not sag.

Install all of the cable terminations, signal splitters, cable securing hardware.

Apply power to the system and perform system optimization that will include recording all signal levels at each antenna site.

Once the system has been completely implemented and fully tested by Crosspoint, Crosspoint Communications, along with representatives of The Town of Flower Mound shall participate in a "Coverage Demonstration Procedure" (CDP). These procedures are described later in this section. Upon final acceptance, the system will be commissioned and customer beneficial use shall begin.

The Town of Flower Mound Responsibilities

Crosspoint will require access throughout the building in the different locations affected by the installation. The Town of Flower Mound will need to provide clear access to each of these locations during normal business hours.

It will be The Town of Flower Mound responsibility to ensure the proper representatives are available to attend a scheduled pre-project meeting. Representatives will need to authorize the placement of the different system components. At this meeting, Crosspoint will review the installation schedule and The Town of Flower Mound responsibilities.

The Town of Flower Mound will need to provide representatives to participate in the Coverage Demonstration Procedure.

It will be necessary to secure a letter of permission from The Town of Flower Mound Co's owner or system administrator prior to installation of the BDA.

Single point Ground within 6' of BDA installation

15A AC Circuit within 6' of BDA installation

Work will be conducted prior to occupancy. If a debris collection device is necessary for ceiling tile removal additional labor charges will apply.

1. Provide all authorizations to perform the installation services.
2. Obtain and provide all approvals, permits, and agreements as required at all sites and locations.
3. Provide adequate space for equipment to be installed.
4. Provide primary electrical power at the site.
5. Provide all roof penetrations required by the project unless they are outlined in the Crosspoint Communications statement of work section.
6. Provide Point of Contact to monitor and answer questions related to project.
7. Sign "Installation Completion Form" upon satisfactory completion of project.
8. Provide all buildings, equipment shelters, and towers required for system installation
9. Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
10. Obtain all licensing, site access, or permitting required for project implementation.
11. Provide any specialized cable management systems required by the project.
12. Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
13. Coordinate the activities of all The Town of Flower Mound vendors or other contractors.
14. Provide all Cable run path ways.
15. Provide all fire stops and fireproof sleeves.

Assumptions

Crosspoint Communications has developed a comprehensive engineered solution contained within this proposal with the best intentions of satisfying the needs of The Town of Flower Mound. Certain assumptions were made in order for Crosspoint Communications to design this system. The following is a list of site requirements and design assumptions for the system.

1. All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
2. All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
3. Any site/location upgrades or modifications are the responsibility of the customer.
4. Approved local, State, Federal third party permits as may be required for the installation and operation of the proposed equipment are the responsibility of The Town of Flower Mound.
5. Any required system interconnections not specifically outlined here will be provided by The Town of Flower Mound. These may include dedicated phone circuits, microwave links, Ethernet or other types of connectivity.

Parts and Labor

Total Equipment & Installation: $25,593.00

BuyBoard Public Safety and Firehouse Supplies and Equipment #603-20

Payment terms and conditions

Crosspoint Communications Inc. will submit invoices to The Town of Flower Mound according to the Payment Schedule below. The Town of Flower Mound will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. Sales Tax and shipping not included.

System Acceptance

Testing will comply with those outlined by the adopted fire code and the AHJ

As part of this proposal, Crosspoint Communications Inc. is providing a 95% coverage guarantee at a Delivered Audio Quality (DAQ) level of 3.0. The following table describes the subjective performance description as defined in the TIA TSB-88 Bulletin.

Testing will comply with those outlined by the adopted fire code and the AHJ

Delivered Audio Quality (DAQ) Scale Definitions

Delivered Audio Quality	Subjective Performance Description
DAQ 5.0	Speech easily understood.
DAQ 4.5	Speech easily understood. Infrequent Noise/Distortion.
DAQ 4.0	Speech easily understood. Occasional Noise/Distortion.
DAQ 3.4	Speech understandable with repetition only rarely required. Some Noise/Distortion.
DAQ 3.0	Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion.
DAQ 2.0	Understandable with considerable effort. Frequent repetition due to Noise/Distortion.
DAQ 1.0	Unusable, speech present but unreadable.

RF coverage performance will be demonstrated to ensure that the coverage extension system provides a DAQ level as stated throughout the specified coverage area. The procedure is explained in the following paragraphs.

Coverage demonstration shall be considered complete and successful when the ability to send and receive intelligible voice communications over a portable radio inside each facility and the fixed test team's stationary location has been demonstrated as defined in the Coverage Demonstration Procedure (CDP).

In the event that the Coverage Demonstration does not demonstrate the required level of coverage, Crosspoint will, with the cooperation of The Town of Flower Mound, optimize the system and/or provide all additional labor and materials required to meet the performance criteria as defined in this proposal.

The following is required for the CDP:

Resources: Two The Town of Flower Mound Representatives, two Crosspoint Representatives

Equipment: Building plans with mutually agreed upon test points marked, two fully charged portable radios.

Coverage Demonstration Procedure (CDP)

One The Town of Flower Mound and one Crosspoint representative will be located at the The Town of Flower Mound dispatch center or control point. This team will be responsible for controlling the CDP and completing the Acceptance Test Check Sheets. This team will be called the Stationary Team.
The second The Town of Flower Mound and Crosspoint representative will each be equipped with one portable radio. This team will be responsible to initiate and/or receive calls from each of the test points in the facility. This team will be called the Mobile Team.

Test calls will be initiated from the mobile team once they have reached an agreed upon test point. The test at each point will consist of the following transmissions:

- Mobile Team ---"This is mobile team testing, one two, three, four, five at location *XYZ*, do you read me", "Over"
- Stationary Team --- "Affirmative, testing, one, two, three, four, five. Received your message at DAQ *X.X*,", "Over"
- Mobile Team ---"Mobile team received your message at DAQ *X.X*,"
- Move to the next location.

The stationary team will be responsible for all documentation for both teams.

Failed Test Points

In the event that a transmission fails in either direction, the mobile team will move 2-5' from the previous test position and the test point procedure will be repeated. If the test point fails this second attempt, it will be noted as a failed test point. A failed test point is any point that is graded at less than a DAQ level of 3.4 in either direction. Transmissions including the test message will be the only transmissions that are graded.

Proof of 95% Reliability

Test points will be determined during the acceptance-testing phase of the implementation. Locations will be evenly distributed throughout the area. The Town of Flower Mound reserves the right to decline testing any test points. Declined test points will be considered unknown and not taken into account.

The Town of Flower Mound will supervise the entire test. Coverage will be tested and verified for both talk-in and talk-out directions. Extrapolation of results from tests in one direction to reach conclusions about the other direction will not be acceptable. A failure in either the inbound or outbound direction will constitute a failed test location.

A successful test point shall be one that provides delivered audio quality of at least DAQ 3.4 in both the inbound and outbound directions. A failure in either the inbound or the outbound direction at a test location will constitute a failed test location. In the event that the first test call (inbound or outbound) is unsuccessful, the field team will be allowed to move up to 5' and a retry will be permitted. If the second attempt to communicate fails that test location will be deemed a failure.

The following information will be submitted to The Town of Flower Mound at the conclusion of the acceptance testing previously described. Once this document is signed the warranty period shall begin.

System Acceptance Document

The Town of Flower Mound approves and accepts the Fire Station #7 as implemented in its present form. The System Acceptance Test Plan has been successfully completed and The Town of Flower Mound has commenced beneficial use of the system.

The Town of Flower Mound Representative	Crosspoint Communications Representative
Signature	Signature
_____	_____
Name (Print)	Name (Print)
_____	_____
Position	Position
_____	_____
Date	Date
_____	_____

System Warranty

All manufacturer warranties apply. New equipment provided by Crosspoint features a full one-year parts and labor warranty from the factory. Crosspoint's on-site warranty service is offered for 90 days after system acceptance. Copies of the manufacture's warranty are available upon request.

Service agreement on equipment can be written to cover all infrastructures on a 24 x 7 basis. If The Town of Flower Mound so chooses after the warranty period has expired, a maintenance agreement could be developed to cover malfunctions, electronic components, and failure. Negligence, abuse and Acts of God are not covered under a service agreement.

Crosspoint Communications will provide Service on the equipment with parts support from the factory. Crosspoint's maintenance during the warranty period is performed between the hours of 8AM and 4:30PM Monday through Friday

What the Warranty Does Not Cover

- Defects or damage resulting from use of the Product in other than its normal and customary manner.
- Defects or damage from misuse, accidents, water, or neglect.
- Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- Breakage or damage to antennas unless caused directly by defects in material workmanship.
- Products, which have had the serial number, removed or made illegible.
- Freight cost to and from the repair depot.
- Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- A Product subjected to unauthorized Product modifications, disassemblies or repairs.
- Normal and customary wear and tear.

MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

DEFINITIONS: MCA" & "Company" shall mean Mobile Communications America, Inc. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: Mobile Communications America, Inc.'s acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any

equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Delaware and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Delaware. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

A. Up to $50,000.00 - Net within 30 days after date of invoice.
B. Over $50,000.00 require the below Milestone payments:
   40% down at order entry
   50% at shipment
   10% within 30 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

NON-STANDARD PAYMENT TERMS: Subject to convenience fees.

A. Cash
B. Credit card payments by customers with credit terms with MCA

LATE FEES:
If payment is outstanding after a 7 day grace period, 1.5% of the total past due amount will be added to the balance.

All quotations reflect U.S. Dollars.
All payments must be made in U.S. funds.

TAXES: The prices stated in this order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Delaware. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.
If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

A. ***COPYRIGHT AND MASK WORKS:*** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

B. ***REVERSE ENGINEERING:*** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.

C. ***LOGOS AND TRADEMARKS:***
The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

A. ***LIMITATIONS OF MCA LIABILITY:*** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted.

In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

B. ***INSURANCE:*** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.

C. ***NO REPRESENTATIONS:*** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

D. ***WARRANTY AND DISCLAIMED WARRANTIES:*** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: November 16, 2020

FROM: Blake Hummel, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Sentinel Oaks Water Line Replacement (Three Bridges to Simmons) project, in the amount of $39,700.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Sentinel Oaks Water Line Replacement (Three Bridges to Simmons) project includes the replacement of roughly 1,800 feet of an existing 2-inch and 4-inch water main with a standard 8-inch water main along Sentinel Oak Road. Replacement will include the switch over of all residential services from the abandoned water main to the newly installed water main.

The scope of the Professional Services Agreement includes the preparation of design survey, design plans, contract specifications and record drawings.

The engineer's opinion of probable cost is $390,000.00. Construction is estimated to begin Summer 2021 (FY2020-2021).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The decision to not approve the proposed Professional Services Agreement for design would postpone the replacement of an existing undersized water main along Sentinel Oak Road.

FISCAL IMPACT: $39,700.00

Proposed Expenditure/(Revenue):	Account Number(s):
$39,700.00	630-960-98852

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

Total project cost is $500,000. Funding sources are:

- Utility debt $ 500,000

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

ATTACHMENTS:

1. Professional Service Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH PACHECO KOCH CONSULTING ENGINEERS, INC.

This contract is entered into on this 16th day of November, 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 **Pacheco Koch Consulting Engineers, Inc.,** ("hereinafter referred to as "CONSULTANT") whose address is 4060 Bryant Irvin Rd., Fort Worth, TX 76109.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Sentinel Oaks Water Line Replacement (Three Bridges to Simmons) project; and

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

TERMS OF AGREEMENT

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

I.
Employment of Consultant

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

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Sentinel Oaks Water Line Replacement (Three Bridges to Simmons) project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed Thirty-Nine Thousand Seven Hundred and No/100 Dollars ($39,700.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.
Revisions of the Scope of Services

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

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

V.
Term

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

VI.
Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

Town of Flower Mound
2121Cross 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, P.E.
Senior Project Engineer
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.

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

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

XIX.
Notice Information

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

Blake Hummel, P.E.
Senior Project Engineer
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:

Mark A. Pacheco, P.E., R.P.L.S.
President
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, Suite 1400
Dallas, Texas 75231
972-235-3031 Telephone

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and

is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not

intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

_____
Town Secretary

CONSULTANT:
Pacheco Koch Consulting Engineers, Inc.

By: _____
Name: Mark A. Pacheco, P.E., R.P.L.S.
Title: President

Date Signed: 10/15/2020

State of Texas §
§
County of Dallas §

This instrument was acknowledged before me on the 15 day of October, 2020, by Mark A. Pacheco, P.E., R.P.L.S. in his capacity as President of Pacheco Koch Consulting Engineers, 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 Pacheco Koch Consulting Engineers, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15 DAY OF OCTOBER, 2020

_____
Notary Public, State of Texas

My Commission Expires:

October 19, 2023

KRYSTA-MARIE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 10-19-2023
Notary ID 128231180

EXHIBIT A to Agreement between the Town of Flower Mound, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

TOWN OF FLOWER MOUND – SENTINEL OAKS WATER LINE REPLACEMENT (THREE BRIDGES CT. TO SIMMONS RD.)

PROJECT DESCRIPTION:

The project consists of water main replacement along Sentinel Oak Road between Three Bridges Court and Simmons Road. The existing water main is shown on GIS as a 4" main; however, field data has shown it to be 2" in some areas. This water main is proposed to be replaced with an 8" water main connecting to the existing main at Three Bridges Court and Simmons Road. (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:
   - Lead, manage and direct design team activities
   - Ensure quality control is practiced in performance of the work
   - Communicate internally among team members
   - Allocate team resources

2. Communications and Reporting:
   - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
   - Conduct review meetings with the OWNER at the end of each design phase.
   - Attend and/or Conduct Public Meeting with OWNER.
   - Prepare and submit monthly invoices in the format acceptable to the OWNER.
   - Prepare and submit monthly progress reports.
   - Prepare and submit baseline Project Schedule initially and Project Schedule updates.

3. Utility Clearance:
   - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or

minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Data Collection
   - In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
   - The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
   - The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. Attend a conceptual schematic review meeting with the OWNER to:
   - Identify and develop alternatives.
   - Present these alternatives to the OWNER.
   - Recommend the alternatives that successfully address the design problem, and.
   - Obtain the OWNER’s endorsement of the selected concept.

3. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Water Main Plan & Profile Sheets
     Scale 1” = 20’ Horizontal; 1” = 2’ Vertical
   - Erosion Control Plans
   - Construction Phasing Plan/Traffic Control Plans
   - Detail sheets

   Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER’s project manager.
   Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

4. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).

5. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.

6. Submit four (4) half sized 11"x17", four (4) sets of preliminary construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.

2. Submit four (4) half sized 11"x17" of 90% plans, four (4) set of 90% construction contract documents and 90% opinion of probable construction costs for OWNER review along with PDF of above plans and construction contract documents.

3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).

5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.

6. Submit five (5) half sized sealed 11"x17", five (5) sets of sealed construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

D. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.

E. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

4. Existing Drainage Channels and Drainage Area Verification

   Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

5. Existing Underground and/or Overhead Utilities

   Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20’ adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

   Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT’s plan sheets.

7. Existing Storm Sewers and Culverts

   The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

   The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in this contract:

- *Construction observation or inspection services*
- *Bidding or Construction Phase services*
- *As-built surveys of constructed improvements*
- *Town Council/Commission meetings*
- *Geotechnical engineering*
- *Subsurface Utility Engineering/Exploration (SUE) Work*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*
- *Tree Survey by LA/Arborist – survey will include trees but cannot certify caliper nor species*
- *Fiberoptic Design*

END OF EXHIBIT ‘A’

ATTACHMENT 1

EXHIBIT B to Agreement between the Town of Flower Mound, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc. (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

TOWN OF FLOWER MOUND – SENTINEL OAKS WATER LINE REPLACEMENT (THREE BRIDGES CT. TO SIMMONS RD.)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $39,700.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services		
A.	Project Management, Coordination & Permitting	$ 2,400.00
B.	Preliminary Design (60% Submittal)	18,500.00
C.	Final Design (90% & 100% Submittals)	10,000.00
D.	Project Completion	400.00
E.	Direct Expense (Not to Exceed)	600.00
		$ 31,900.00
Special Services		
A.	Field Survey	7,800.00
		$ 7,800.00
GRAND TOTAL		**$ 39,700.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: November 16, 2020

FROM: Kari Biddix, Park Development Manager

ITEM: **Consider approval of the purchase and installation of the 2019-20 Playground Replacements project, for Pecan Orchard Playground, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of $212,221.00**

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2019-2020.

BOARD REVIEW/CITIZEN FEEDBACK: Recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Pecan Orchard playground is one of the playgrounds funded.

ALTERNATIVES/OPTIONS: Council has the authority to approve or deny the reconstruction of this playground.

FISCAL IMPACT: $212,221.00

Proposed Expenditure/(Revenue):	Account Number(s):
$20,000.00	310-320-90820
$192,221.00	317-110-90820

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

Total 2019-2020 playground replacements project cost is $370,000. CIP Amendment #1 on same agenda to increase project $20,000 in order to award the contract. Funding sources are:

- Park Development Funds $ 20,000
- Dedicated Sales Tax $350,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Play Equipment Picture

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

Child's Play, Inc.
10661 Shady Trail
Dallas, TX 75220
(P) 972-484-0600 (F) 972-484-0333

ADDRESS
Town of Flower Mound 2121 Cross Timbers Road Flower Mound, TX 75028

SHIP TO
Pecan Orchard Park 3248 Pecan Drive Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
20-1714	10/09/2020	12/18/2020

PROJECT
Pecan Orchard Park

SALES REP
KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNUIN Custom Nucleus/Intensity Series Playground Structure Ages 5-12 Structure & Ages 2-5, Orb Rocker, Spinner, Two Bay Arch Swing w/4 Belt Seats, (2) Custom Age Signs, (3) 12' x 12' x 10' FS Single Post Umbrella ShadePlay Canopies (Town Benches From Stock)	1	104,444.00	104,444.00
Freight Freight	1	6,925.00	6,925.00
Site Work Removal of Existing Play Structure, Wood Fiber & Haul Off	1	6,425.00	6,425.00
Concrete Perimeter Concrete Perimeter - Extended Approx. 88 lf, (2) 5' x 7' Bench Pads, Installation of (3) Benches	1	5,210.00	5,210.00
Installation Professional Turn-Key Installation of All Playground Equipment	1	31,735.00	31,735.00
Artificial Turf System Artificial Turf with Brown Thatch, 2-1/8" Pad, Tape & Glue, Infill Sand, Geo Textile Fabric, Gravel, Freight, & Installation	1	57,482.00	57,482.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #512-16, Vendor #1501	1	0.00	0.00

TOTAL **$212,221.00**

Accepted By

Accepted Date

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

PECAN ORCHARD PARK

PROPOSAL #:36-133790-1

ATTACHMENT 2

Child's Play, Inc.
Parks & Playgrounds

TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: November 16, 2020

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

ITEM: **Consider approval of Amendment No. 1 to the Fiscal Year 2020-2021 Capital Improvement Program.**

BACKGROUND INFORMATION: The Fiscal Year (FY) 2020-2020-1 Capital Improvement Program (CIP) was approved by Town Council September 21, 2020. The proposed CIP Amendment No. 1 for FY 2020-2021 would increase the currently adopted General Capital budgeted expenditures from $9,345,000 to $9,700,000; the Utility Funds increased from $21,260,000 to $21,710,000.

FISCAL IMPACT:

Proposed CIP:

FY 2020-2021:	General Capital Projects	$ 9,700,000
	Utility Capital Projects	$21,710,000
Five-Year CIP Plan:	General Capital Projects	$233,070,408
	Utility Capital Projects	$216,479,190

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2020-2021 CIP Amendment No. 1 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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

Project Modification Listing **Attachment 1**

FY 2020-2021 - CIP Amendment 1 **November 16, 2020**

General Funds

Signal Project(s)	Description	FY 20-21	5 Yr CIP
FM 2499 at Chaparral	Additional funding required to award the low bidder the construction contract, for an additional amount of $70K of Project Savings	$70,000	$70,000
	Total Signal Impact	**$70,000**	**$70,000**

Park Project(s)	Description	FY 20-21	5 Yr CIP
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard)	Additional funding required to award the Pecan Orchard Playground for the construction contract, for an additional amount of $20K of Park Development Funds	$20,000	$20,000
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	Additional funding required to award the Pink Evening Primrose Trail Connection project construction contract, for an additional amount of $265K of Park Development Funds	$265,000	$265,000
	Total Park Impact	**$285,000**	**$285,000**
	Total General Fund Impact	**$355,000**	**$355,000**

Utility Funds

Stormwater Project(s)	Description	FY 19-20	5 Yr CIP
Colonial Drive Stormwater Replacement	Add new project to replace existing storm drains, discovered during the Design phase of the Colonial Drive Street Reconstruction project. Funding source from Stormwater CIP funds.	$450,000	$450,000
	Total Stormwater Impact	**$450,000**	**$450,000**
	Total Utility Fund Impact	**$450,000**	**$450,000**

Prior year internal audit adjustments (no impact to 2020-21 Fiscal funding):

1. Utility Asset Management & Utility Replacement – Prior Year reduced $300,000.

2. Water System Leak Detection & Repair – Prior Year reduced $100,000.

3. Inflow-Infiltration Evaluation & Repair – $250,000 from Other Sources to Prior Year Debt.

4. Wastewater System Model Update - Prior year increased $16,500.

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	$ 1,650,000	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,650,000**	$ 1,300,000	0,5	$ 350,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	**2,463,000**	1,063,000	0,5	-	1,400,000	-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	1,298,000	150,000	150,000	150,000	150,000	150,000		**2,048,000**	313,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	**550,000**	170,000	2,4	380,000	-	-	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	**1,000,000**	1,000,000	0,2,7	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-		433,337	**433,337**	193,337	3	-	240,000	-	-	-	-	-	240,000
Denton Creek Boulevard (I35W to Prairie Ridge Rd) **	-	-	400,000	800,000	-	-	11,285,000	**12,485,000**	11,070,000	0	-	1,415,000	-	-	-	-	-	1,415,000
Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	**7,057,000**	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	**615,000**	615,000	0,2	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	**998,000**	998,000	7	-	-	-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	**950,000**	350,000		600,000	-	-	-	-	-	-	-
FM 2499 at FM 3040 Intersection Improvements **	-	450,000	1,760,000	-	-	-	-	**2,210,000**	450,000	2		1,760,000	-	1,760,000	-	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,430,000	-	-	-	**1,830,000**	1,530,000	1	-	300,000	-	300,000	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	**475,000**	375,000	0	100,000	-	-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	1,900,000	-	-	-	-	-	-	**1,900,000**	1,300,000	7,8	600,000	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	**8,200,000**	7,000,000	1	1,200,000	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	610,000	-	-		-	-	-	**610,000**	610,000	0,4	-	-	-	-		-	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	**5,000,000**	2,500,000	1,5	-	2,500,000	-	-	-	-	-	2,500,000
Impact Fee Update	90,000	-	-	-	-	-	90,000	**180,000**	180,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	800,000	7,918,000	-		-	**8,718,000**	4,975,000	0,1	-	3,743,000	-	-	3,743,000	-		-
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	**2,000,000**	600,000	0	1,400,000	-	-	-	-	-	-	-
Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	**8,540,000**	8,540,000	0,1,3	-	-	-		-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	**7,232,000**	732,000	0,2	-	6,500,000	-	-	-	-	-	6,500,000
Morriss Road Improvements **	1,410,000	-	-	-	-	-	-	**1,410,000**	1,285,000	0,1,4	125,000	-	-	-	-	-	-	-
Peters Colony Roundabout **	1,110,000	-	-	-	-	-	-	**1,110,000**	1,110,000	2,4	-	-	-	-	-	-	-	-
Rippy Road (Waketon to FM 2499)**	4,750,000	600,000	-	-	-	-	-	**5,350,000**	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
Roadway Amenities	683,083	90,000	90,000	90,000	90,000	90,000	-	**1,133,083**	578,083	2,4	195,000	360,000	-	90,000	90,000	90,000	90,000	-
Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	**6,605,000**	505,000	1	-	6,100,000	-	-	-	-	-	6,100,000
Sidewalk Links **	1,261,000	150,000	-	-	-	-	-	**1,411,000**	1,411,000	2,4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	**905,000**	85,560	3	819,440	-	-	-	-	-	-	-
Street Light Improvements	115,000	115,000	-	-	-	-	-	**230,000**	230,000	4	-	-	-	-	-	-	-	-
US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	**350,000**	350,000	4	-	-	-	-	-	-	-	-
Waketon Road **	8,466,905	-	-	-	-	-	-	**8,466,905**	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-
Windsor Roundabout Connection	325,000	-	-	-	-	-	-	**325,000**	325,000	2,4	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 40,021,988**	**$ 1,605,000**	**$ 11,392,000**	**$ 18,388,000**	**$ 2,703,000**	**$ 240,000**	**$ 30,140,337**	**$ 104,490,325**	**$ 66,611,885**		**$ 7,553,440**	**$ 30,325,000**	**$ -**	**$ 7,707,000**	**$ 3,983,000**	**$ 240,000**	**$ 1,640,000**	**$ 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.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
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10. Debt

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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
College Parkway at Timber Creek **	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,000	**400,000**	$ 400,000	0,4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	400,000	-	-	-	-	**400,000**	400,000	0,4	-	-	-	-	-	-	-	-
FM 2499 at Chaparral **	430,000	-	-	-	-	-	-	**430,000**	350,000	0,2,4	80,000	-	-	-	-	-	-	-
FM 2499 at Chaparral **	430,000	70,000	-	-	-	-	-	**500,000**	420,000	0,2,4	80,000	-	-	-	-	-	-	-
FM 2499 at Northshore **	-	-	400,000	-	-	-	-	**400,000**	400,000	4	-	-	-	-	-	-	-	-
FM 2499 at Silveron **	405,000	-	-	-	-	-	-	**405,000**	405,000	0	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista **	-	-	350,000	-	-	-	-	**350,000**	350,000	0,4	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick **	-	-	-	400,000	-	-	-	**400,000**	400,000	0,4	-	-	-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4,5	-	-	-	-	-	-	-	-
Morriss at Eaton **	-	-	400,000	-	-	-	-	**400,000**	400,000	4	-	-	-	-	-	-	-	-
Gerault at Old Gerault **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-	-	-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation **	750,000	150,000	150,000	150,000	150,000	150,000	-	**1,500,000**	275,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000	-
Traffic Signal Preemption Upgrade	-	-	75,000	75,000	75,000	75,000	50,000	**350,000**	350,000	4	-	-	-	-	-	-	-	-
Traffic Signal Rehabilitation **	57,114	-	-	-	-	-	500,000	**557,114**	57,114	4	-	500,000	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	**730,000**	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 2,372,114**	**$ 150,000**	**$ 1,775,000**	**$ 625,000**	**$ 225,000**	**$ 225,000**	**$ 2,950,000**	**$ 8,322,114**	**$ 6,517,114**	**#VALUE!**	**$ 705,000**	**$ 1,100,000**	**$ -**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 500,000**
SUBTOTAL	**$ 2,372,114**	**$ 220,000**	**$ 1,775,000**	**$ 625,000**	**$ 225,000**	**$ 225,000**	**$ 2,950,000**	**$ 8,392,114**	**$ 6,587,114**	**#VALUE!**	**$ 705,000**	**$ 1,100,000**	**$ -**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 500,000**
*General Obligation Bonds		70,000						70,000										

** Project Includes ADA Improvements

Other Sources
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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	1,010,000	-	-	-	-	-	-	**1,010,000**	1,010,000	8	-	-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	200,000	1,680,000	-	-	-	-	-	**1,880,000**	1,880,000	8	-	-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	150,000	1,260,000	-	-	-	-	-	**1,410,000**	1,410,000	8	-	-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	**2,344,000**	2,344,000	8	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Chancellor) **	2,735,000	-	-	-	-	-	-	**2,735,000**	2,735,000	8	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	**675,000**	675,000	8	-	-	-	-	-	-	-	-
Lakeside Panel Replacements (FM 2499 to Town Limits)	-	-	-	2,000,000	-	-	-	**2,000,000**	2,000,000	8	-	-	-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlny St)	-	-	-	-	-	1,170,000	-	**1,170,000**	1,170,000	8	-	-	-	-	-	-	-	-
Morriss Road Panel Replacement (FM 3040 to FM 1171) **	4,040,000	-	-	-	-	-	-	**4,040,000**	4,040,000	8	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	370,000	-	300,000	-	-	-	1,200,000	**1,870,000**	1,870,000	8	-	-	-	-	-	-	-	-
Pavement Analysis	-	150,000	-			-	-	**150,000**	150,000	8	-	-	-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	800,000			-	-	**800,000**	800,000	8	-	-	-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-	250,000	-	-	-	-	**250,000**	250,000	8	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	250,000	2,000,000	-	-	-	**2,250,000**	2,250,000	8	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-		300,000	2,925,000	-	-	**3,225,000**	3,225,000	8	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	**3,600,000**	3,600,000	8	-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	500,000	-	-	-	-	-	**500,000**	500,000	8	-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	**1,300,000**	1,300,000	8	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 10,480,000**	**$ 3,590,000**	**$ 1,600,000**	**$ 4,300,000**	**$ 2,925,000**	**$ 1,170,000**	**$ 7,144,000**	**$ 31,209,000**	**$ 31,209,000**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	**2,235,000**	-		-	2,235,000	-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	**1,893,375**	763,375	4	1,130,000	-	-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	700,000	10,722,000	-	-	**11,422,000**	-		-	11,422,000	-	-	700,000	10,722,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	**7,770,000**	1,250,000	4	6,520,000	-	-	-	-	-	-	-
Library Expansion**	12,537,000	-	-	-	-	-	-	**12,537,000**	137,000	2	12,400,000	-	-	-	-	-	-	-
Gibson-Grant Historic Cabin Restoration	1,575,593	-	-	-	-	-	-	**1,575,593**	1,487,593	1,2	88,000	-	-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	**90,000**	90,000	1,2	-	-	-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	**3,331,000**	1,571,000	4	1,760,000	-	-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	**1,750,000**	1,100,000	4	650,000	-	-	-	-	-	-	-
SUBTOTAL	**$ 28,946,968**	**$ -**	**$ -**	**$ 850,000**	**$ 12,807,000**	**$ -**	**$ -**	**$ 42,603,968**	**$ 6,398,968**		**$ 22,548,000**	**$ 13,657,000**	**$ -**	**$ -**	**$ 850,000**	**$ 12,807,000**	**$ -**	**$ -**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
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	-		-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	350,000	20,000	-	-	-	-	-	**370,000**	370,000	8	-		-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	-	350,000	-	-	-	-	-	**350,000**	350,000	8	-		-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	250,000	-	-	-	-	**250,000**	250,000	8	-		-	-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	750,000	-	-	-	**750,000**	750,000	8	-		-	-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	-	750,000	-	-	**750,000**	750,000	8	-		-	-	-	-	-	-	-
2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	-	500,000	-	**500,000**	500,000	8	-		-	-	-	-	-	-	-
Bakersfield Park - Enhancements	150,000	-	-	-	-	-	-	**150,000**	150,000	8	-		-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	1,500,000	-	-	-	**1,500,000**	1,500,000	8	-		-	-	-	-	-	-	-
Bakersfield Park Imrovements Phase II	-	-	-	-	1,200,000	-	-	**1,200,000**	1,200,000	8	-		-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	**600,000**	600,000	6,8	-		-	-	-	-	-	-	-
Canyon Falls Park	3,150,000	-	-	-	-	-	-	**3,150,000**	3,150,000	2,6,8	-		-	-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	650,000	-	-	-	-	**650,000**	650,000	8	-		-	-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	100,000	-	-	-	**100,000**	100,000	8	-		-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	150,000	-	-	-	-	**150,000**	150,000	8	-		-	-	-	-	-	-	-
Dunham Ranch Master Design	-	-	-	250,000	-	-	-	**250,000**	250,000	8	-		-	-	-	-	-	-	-
Dunham Ranch Construction	-	-	-	-	8,000,000	-	-	**8,000,000**	8,000,000	8	-		-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	900,000	-	-	**900,000**	900,000	8	-		-	-	-	-	-	-	-
Gerault Park Improvements - Renovate MP fields, Pavilion Update, add power, new grills, trash, picnic tables **	-	-	450,000	-	-	-	-	**450,000**	450,000	8	-		-	-	-	-	-	-	-
Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	-	800,000	-	**800,000**	800,000	8	-		-	-	-	-	-	-	-
Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	225,000	-	-	-	-	**225,000**	225,000	8	-		-	-	-	-	-	-	-
Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	-	700,000	-	-	-	-	-	**700,000**	700,000	8	-		-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	100,000	-	-	-	-	-	**100,000**	100,000	8	-		-	-	-	-	-	-	-
Hound Mound Parking and Restroom **	810,000	-	-	-	-	-	-	**810,000**	810,000	2,6			-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	-	425,000	-	-	-	**425,000**	425,000	8	-		-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creek, Lone Tree & Colony)	-	-	550,000	-	-	-	-	**550,000**	550,000	8	-		-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	**75,000**	75,000	8	-		-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (LED Lighting for Tennis Courts & Landscaping)**	-	-	225,000	-	-	-	-	**225,000**	225,000	8	-		-	-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)	90,000	-						**90,000**	90,000	8	-		-	-	-	-	-	-	-
Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	-	50,000	-	**50,000**	50,000	6,8	-		-	-	-	-	-	-	-
Park and Trail Amenities	610,000	50,000	50,000	50,000	50,000	50,000	-	**860,000**	860,000	6,8	-		-	-	-	-	-	-	-
Peters Colony Memorial Park	305,000	2,650,000	-	-	-	-	-	**2,955,000**	2,955,000	2,6,8	-		-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	650,000	-	-	-	-	-	-	**650,000**	650,000	6,7	-		-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	650,000	265,000	-	-	-	-	-	**915,000**	915,000	6,7	-		-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	**800,000**	800,000	6	-		-	-	-	-	-	-	-
Post Oak Park Improvements - signage(wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	-	700,000	-	**700,000**	700,000	8	-		-	-	-	-	-	-	-
Rheudasil Park Improvements	2,600,000	-	-	-	-	-	-	**2,600,000**	2,600,000	8	-		-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	**275,000**	275,000	8	-		-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	-	-	200,000	-	-	**200,000**	200,000	8	-		-	-	-	-	-	-	-
Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	-	400,000	-	-	-	-	**400,000**	400,000	8	-		-	-	-	-	-	-	-
Tennis Center - Feasibility Study	-	50,000	-	-	-	-	-	**50,000**	50,000	8	-		-	-	-	-	-	-	-
Tennis Center - Design	-	-	400,000	-	-	-	-	**400,000**	400,000	8	-		-	-	-	-	-	-	-
Tennis Center - Construction	-	-	-	5,000,000	-	-	-	**5,000,000**	5,000,000	8	-		-	-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	100,000	-	-	-	-	-	**100,000**	100,000	8	-		-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	4,700,000	-	**4,700,000**	4,700,000	8	-		-	-	-	-	-	-	-
Trails Master Plan	300,000	-	-	-	-	-	-	**300,000**	300,000	8	-		-	-	-	-	-	-	-
Trails Master Plan - Implementation	-	-	250,000	250,000	250,000	250,000	-	**1,000,000**	1,000,000	8	-		-	-	-	-	-	-	-
SUBTOTAL	**$ 11,490,000**	**$ 4,000,000**	**$ 3,600,000**	**$ 8,325,000**	**$ 11,625,000**	**$ 7,050,000**	**$ -**	**$ 46,090,000**	**$ 46,090,000**		**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
SUBTOTAL	**$ 11,490,000**	**$ 4,285,000**	**$ 3,600,000**	**$ 8,325,000**	**$ 11,625,000**	**$ 7,050,000**	**$ -**	**$ 46,375,000**	**$ 46,375,000**		**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
GRAND TOTAL GENERAL FUND	**$ 93,311,071**	**$ 9,345,000**	**$ 18,367,000**	**$ 32,488,000**	**$ 30,285,000**	**$ 8,685,000**	**$ 40,234,337**	**$ 232,715,408**	**$ 156,826,967**		**$ 30,806,440**		**$ 45,082,000**	**$ -**	**$ 7,857,000**	**$ 4,983,000**	**$ 13,197,000**	**$ 1,790,000**	**$ 17,255,000**
GRAND TOTAL GENERAL FUND	**$ 93,311,071**	**$ 9,700,000**	**$ 18,367,000**	**$ 32,488,000**	**$ 30,285,000**	**$ 8,685,000**	**$ 40,234,337**	**$ 233,070,408**	**$ 157,181,967**		**$ 30,806,440**		**$ 45,082,000**	**$ -**	**$ 7,857,000**	**$ 4,983,000**	**$ 13,197,000**	**$ 1,790,000**	**$ 17,255,000**

** Project Includes ADA Improvements 355,000

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Aberdeen Water Line (FM 2499 to Lake Forest)	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	**$ 300,000**	$ 190,000	0	$ 110,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bruton Orand Elevated Storage Tank Chloramine System	300,000	-	-	-	-	-	-	**300,000**	300,000	2	-	-	-	-	-	-	-	-
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	**2,660,000**	960,000	0	1,700,000	-	-	-	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	**670,000**	175,000	0,3	-	495,000	-	-	-	-	-	495,000
Denton Creek Boulevard 12-Inch Water Line	200,000	-	500,000	800,000	-	-	-	**1,500,000**	1,500,000	0,5	-	-	-	-	-	-	-	-
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	**16,400,000**	-	0	-	16,400,000	-	-	-	-	-	16,400,000
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	**7,600,000**	-	0	-	7,600,000	-	-	-	-	-	7,600,000
Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	1,350,000	-	-	-	**2,400,000**	750,000	0	-	1,650,000	-	300,000	1,350,000	-	-	-
Denton Creek District - Reuse Waterlines	650,000	-	100,000	975,000	-	-	-	**1,725,000**	1,725,000	0	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
Fire Station No. 7 Utilities	300,000	-	-	-	-	-	-	**300,000**	300,000	2	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	**5,880,000**	290,000	0	-	5,590,000	-	-	-	-	-	5,590,000
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	**3,200,000**	2,300,000	0,7	900,000	-	-	-	-	-	-	-
Forest Vista Water Line	210,000	-	-	-	-	-	-	**210,000**	210,000	2	-	-	-	-	-	-	-	-
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	1,000,000	-	-	-	-	-	-	**1,000,000**	1,000,000	0,2	-	-	-	-	-	-	-	-
Grady Court Water Line	150,000	-	-	-	-	-	-	**150,000**	150,000	2		-	-	-	-	-	-	-
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	**2,250,000**	-		2,250,000	-	-	-	-	-	-	-
High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	**3,200,000**	-		350,000	2,850,000	2,850,000	-	-	-	-	-
High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	**1,500,000**	-		1,500,000	-	-	-	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	**2,447,620**	87,620	0	50,000	2,310,000	-	-	-	-	-	2,310,000
Hillside Water Line Connection	200,000	-	-	-	-	-	-	**200,000**	200,000	2	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	-	-	-	-	-	-	**64,000**	64,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	**1,400,000**	700,000	0,2	700,000	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	320,000	-	-	-	**320,000**	320,000	0	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	**1,380,000**	500,000	0	-	880,000	-	-	-	-	-	880,000
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	**9,030,000**	1,030,000	0	-	8,000,000	-	-	-	-	8,000,000	-
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	**5,450,000**	1,450,000	0	-	4,000,000	-	-	-	-	-	4,000,000
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	**5,630,000**	1,630,000	0	-	4,000,000	-	-	-	-	-	4,000,000
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	**1,440,000**	1,440,000	0	-	-	-	-	-	-	-	-
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	**1,800,000**	1,800,000	0	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	**3,240,000**	240,000	0	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	**2,500,000**	200,000	2	2,300,000	-	-	-	-	-	-	-
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	**1,400,000**	500,000	2	900,000	-	-	-	-	-	-	-
Morriss Road Water Lines Phase II (Milford to Eaton)	350,000	2,400,000	-	-	-	-	-	**2,750,000**	1,800,000	7	350,000	600,000	600,000	-	-	-	-	-
Morriss Road Water Lines Phase III (Eaton to Waketon)	-	350,000	2,500,000		-	-	-	**2,850,000**	350,000	0	-	2,500,000	-	2,500,000	-	-	-	-
Morriss Road Water Lines Phase IV (Waketon to FM 407)	-	-	350,000	2,500,000	-	-	-	**2,850,000**	-		-	2,850,000	-	350,000	2,500,000	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	**1,450,000**	400,000	0,3	1,050,000	-	-	-	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	**560,000**	300,000	0		260,000	-	-	-	-	-	260,000
Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	**1,185,000**	410,000	2	775,000	-	-	-	-	-	-	-
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	**750,000**	350,000	0	400,000	-	-	-	-	-	-	-
Royal Oaks Water Line Replacement Phase I	-		90,000	655,000	-	-	-	**745,000**	-		-	745,000	-	90,000	655,000	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	**1,490,000**	490,000	0	-	1,000,000	-	-	-	-	-	1,000,000
Sentinel Oaks Water line Replacement (Three Bridges to Simmons)	-	500,000		-	-	-	-	**500,000**			-	500,000	500,000	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	200,000	2,350,000	-	-	-	-	-	**2,550,000**	550,000	0	-	2,000,000	2,000,000	-	-	-	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	**5,140,000**	250,000	0	-	4,890,000	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	**840,000**		**0**	-	840,000	-	-	-	-	-	840,000
Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	**640,000**	40,000	2	600,000	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	60,000	500,000	-	-	-		-	**560,000**	60,000	2	-	500,000	500,000	-	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	**370,000**	250,000	**0**	-	120,000	-	-	-	-		120,000
Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	**1,000,000**			1,000,000	-	-	-	-	-	-	-
Timber Creek Water Line Replacement Phase II	-	300,000	900,000	-	-	-	-	**1,200,000**			-	1,200,000	300,000	900,000	-	-	-	-
Timber Creek Water Line Replacement Phase III	-	-	-	-	1,400,000	-	-	**1,400,000**			-	1,400,000	-	-	-	1,400,000	-	-
US 377 at FM 1171 Water Line Loop/Relocation	-	5,500,000	-	-	-	-	-	**5,500,000**	409,500	0	-	5,090,500	5,090,500	-	-	-	-	-
Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	**2,400,000**	300,000	2	600,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000		**2,100,000**	-		600,000	1,500,000	300,000	300,000	300,000	300,000	300,000	
Water Master Plan	150,000	-	-	-	-	-	-	**150,000**	150,000	0	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	750,000	50,000	50,000	50,000	50,000	50,000	-	**1,000,000**	50,000	2	700,000	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Leak Detection & Repair	650,000	50,000	50,000	50,000	50,000	50,000		**900,000**	100,000		550,000	250,000	50,000	50,000	50,000	50,000	50,000	
Water System Model Update	162,285	5,000	5,000	5,000	5,000	5,000	-	**187,285**	187,285	0,2,5	-	-	-	-	-	-	-	-
Westchester Water Line Replacement	-	-	-	-	1,320,000	-	-	**1,320,000**			-	1,320,000	-	-	-	1,320,000	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	**2,610,000**	300,000	0	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	**3,440,000**	350,000	0	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	**1,390,000**	150,000	0	-	1,240,000	-	-	-	-	-	1,240,000
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	**$ 27,028,905**	**$ 15,815,000**	**$ 5,395,000**	**$ 6,955,000**	**$ 3,175,000**	**$ 9,385,000**	**$ 67,640,000**	**$ 135,393,905**	**$ 27,528,405**		**$ 16,885,000**	**$ 90,980,500**	**$ 12,190,500**	**$ 4,490,000**	**$ 4,855,000**	**$ 3,070,000**	**$ 8,350,000**	**$ 58,025,000**
SUBTOTAL	**$ 26,628,905**	**$ 15,815,000**	**$ 5,395,000**	**$ 6,955,000**	**$ 3,175,000**	**$ 9,385,000**	**$ 67,640,000**	**$ 134,993,905**	**$ 27,278,405**		**$ 16,735,000**	**$ 90,980,500**	**$ 12,190,500**	**$ 4,490,000**	**$ 4,855,000**	**$ 3,070,000**	**$ 8,350,000**	**$ 58,025,000**
** Project Includes ADA Improvements		0						(400,000)										

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	$ -	$ -	$ -	$ -	$ 75,000	$ -	$ -	**$ 75,000**	$ 75,000	2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bakers Branch Stabilization at 621 Somerset Drive	457,000	-	-	-	-	-	-	**457,000**	457,000	2	-	-	-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	200,000	-	-	-	-	-	**200,000**	200,000	2	-	-	-	-	-	-	-	-
Colonial Drive Stromwater Replacement	-	450,000	-	-	-	-	-	**450,000**	450,000	2	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	**375,000**	375,000	2	-	-	-	-	-	-	-	-
Creek Bank Stabilizaton at 1540 Echo Bluff	-	-	-	-	75,000	-	-	**75,000**	75,000	2	-	-	-	-	-	-	-	-
East Waketon Road Drainage Improvements	1,210,000	-	1,870,000	-	-	-	-	**3,080,000**	1,410,000	2,4,7	-	1,670,000	-	1,670,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	**500,000**	500,000	2	-	-	-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	-	-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	**500,000**	500,000	2	-	-	-	-	-	-	-	-
Range Wood Drive Drainage Improvements	350,000	-	-	-	-	-	-	**350,000**	350,000	2	-	-	-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	**400,000**	400,000	2	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 2,792,000**	**$ 250,000**	**$ 1,870,000**	**$ 200,000**	**$ 225,000**	**$ 425,000**	**$ 400,000**	**$ 6,162,000**	**$ 4,492,000**		**$ -**	**$ 1,670,000**	**$ -**	**$ 1,670,000**	**$ -**	**$ -**	**$ -**	**$ -**
SUBTOTAL	**$ 2,792,000**	**$ 700,000**	**$ 1,870,000**	**$ 200,000**	**$ 225,000**	**$ 425,000**	**$ 400,000**	**$ 6,612,000**	**$ 4,942,000**		**$ -**	**$ 1,670,000**	**$ -**	**$ 1,670,000**	**$ -**	**$ -**	**$ -**	**$ -**
** Project Includes ADA Improvements		450,000						450,000										

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	**1,850,000**	350,000	0	1,500,000	-	-	-	-	-	-	-
Bakers Branch Interceptor (Long Prairie Road to Lexington)	-	-	-	-	-	2,200,000	-	**2,200,000**	-		-	2,200,000	-	-	-	-	2,200,000	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	165,000	-	-	-	-	-	**165,000**	165,000	2	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	-	-	-	-	-	-	**64,000**	64,000	0	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	**3,730,000**	130,000	2	2,350,000	1,250,000	250,000	250,000	250,000	250,000	250,000	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	**3,480,000**	330,000	2	1,900,000	1,250,000	250,000	250,000	250,000	250,000	250,000	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	**1,835,000**	100,000	2	1,735,000	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	**2,550,000**	-		2,550,000	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase III	-	980,000	-	-	-	-	-	**980,000**	-		-	980,000	980,000	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	330,000	-	-	**330,000**	-		-	330,000	-	-	-	-	330,000	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	1,135,000	-	-	-	-	**1,135,000**	-		-	1,135,000	-	1,135,000	-	-	-	-
Northshore Interceptor (Woodpark to Belmont Ct)	-	-	-	-	1,800,000	-	-	**1,800,000**	-		-	1,800,000	-	-	-	1,800,000	-	-
Oak Street Lift Station and Force Main Phase IV	-	500,000	1,800,000	-	-	-	-	**2,300,000**	150,000	0		2,150,000	500,000	1,650,000		-	-	-
Oak Street Lift Station and Force Main Phase V	-	-		-	-	-	2,500,000	**2,500,000**	-		-	2,500,000	-	-	-	-	-	2,500,000
Riverwalk Collector (Morriss Rd. to Windsor Dr.)	-	-	-	-	440,000	-	-	**440,000**	440,000	0,2	-	-	-	-	-	-	-	-
Southside Force Main Extension	-	-	-	2,400,000	-	-	-	**2,400,000**	1,400,000	0	-	1,000,000	-	-	-	1,000,000	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	**3,900,000**	1,000,000	0,3,5	-	2,900,000	-	-	-	-	-	2,900,000
Southside Pump Upgrade	90,000	-	-	1,012,000	-	-	-	**1,102,000**	535,500	0,5	-	566,500	-	-	566,500	-	-	-
Spring Meadow Lane Sewer Line Replacement	-	1,540,000	-	-	-	-		**1,540,000**			-	1,540,000	1,540,000	-	-	-	-	
Timber Creek Collector Replacement (Timber Creek to Parker Square)	-	-	-	-	-	960,000	-	**960,000**			-	960,000	-	-	-	-	960,000	-
Timber Creek Trunk Line (Morriss Road to Rawlings Street)	300,000	1,575,000	-	-	-	-	-	**1,875,000**			300,000	1,575,000	1,575,000	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	**760,000**	-		-	760,000	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morriss)	-	-	-	-	800,000	-	-	**800,000**	-		-	800,000	-	-	-	800,000	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	300,000	-	-	-	-	**300,000**			-	300,000	-	300,000	-	-	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	**2,660,000**	410,000	0	2,250,000	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	**3,700,000**			3,700,000	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase V (One Place to Buckthorn Ct)	-	-	-	-	-	1,300,000	-	**1,300,000**	-		-	1,300,000	-	-	-	-	1,300,000	-
Wastewater Master Plan	180,000	-	-	-	-	-	-	**180,000**	180,000	0	-	-	-	-	-	-	-	-
Wastewater System Model Update	215,785	5,000	5,000	5,000	5,000	5,000	-	**240,785**	240,785	0,5	-	-	-	-	-	-	-	-
Wastewater System Model Update	232,285	5,000	5,000	5,000	5,000	5,000	-	**257,285**	257,285	0,5	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Master Plan		130,000		-	-	-	-	**130,000**	130,000	0	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	**11,800,000**	-		11,800,000	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	**13,000,000**	-		-	13,000,000	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	**1,000,000**	-		-	1,000,000	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000		-	-	-	-	-	**3,000,000**	250,000	2	2,750,000	-	-	-	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	720,000	-	-	-	**720,000**	-		-	720,000	-	-	-	720,000	-	-
Wellington Interceptor Phase VI (Fieldcrest Rd. to FM 3040)	-	-	-	-	830,000	-	-	**830,000**	-		-	830,000	-	-	-	830,000	-	-
Wellington Interceptor Phase VII (Brookville to Garden)	-	-	-	-	-	980,000	-	**980,000**	-		-	980,000	-	-	-	-	980,000	-
SUBTOTAL	$ 30,724,785	$ 5,195,000	$ 3,490,000	$ 4,387,000	$ 4,455,000	$ 5,695,000	$ 21,160,000	$ 75,106,785	$ 5,595,285		$ 28,935,000	$ 40,576,500	$ 4,845,000	$ 3,335,000	$ 816,500	$ 5,400,000	$ 6,020,000	$ 20,160,000
SUBTOTAL	$ 30,491,285	$ 5,195,000	$ 3,490,000	$ 4,387,000	$ 4,455,000	$ 5,695,000	$ 21,160,000	$ 74,873,285	$ 5,811,785		$ 28,485,000	$ 40,576,500	$ 4,845,000	$ 3,335,000	$ 816,500	$ 5,400,000	$ 6,020,000	$ 20,160,000
		0						(233,500)										
GRAND TOTAL UTILITY FUND	$ 60,545,690	$ 21,260,000	$ 10,755,000	$ 11,542,000	$ 7,855,000	$ 15,505,000	$ 89,200,000	$ 216,662,690	$ 37,615,690		$ 45,820,000	$ 133,227,000	$ 17,035,500	$ 9,495,000	$ 5,671,500	$ 8,470,000	$ 14,370,000	$ 78,185,000
GRAND TOTAL UTILITY FUND	$ 59,912,190	$ 21,710,000	$ 10,755,000	$ 11,542,000	$ 7,855,000	$ 15,505,000	$ 89,200,000	$ 216,479,190	$ 38,032,190		$ 45,220,000	$ 133,227,000	$ 17,035,500	$ 9,495,000	$ 5,671,500	$ 8,470,000	$ 14,370,000	$ 78,185,000
** Project Includes ADA Improvements		450,000						(183,500)										

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
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STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	$ 1,650,000	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,650,000**	$ 1,300,000	0,5	$ 350,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	**2,463,000**	1,063,000	0,5	-	1,400,000	-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	1,298,000	150,000	150,000	150,000	150,000	150,000		**2,048,000**	313,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	**550,000**	170,000	2,4	380,000	-	-	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	**1,000,000**	1,000,000	0,2,7	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-		433,337	**433,337**	193,337	3	-	240,000	-		-	-	-	240,000
Denton Creek Boulevard (I35W to Prairie Ridge Rd) **	-	-	400,000	800,000	-	-	11,285,000	**12,485,000**	11,070,000	0	-	1,415,000	-	-	-	-	-	1,415,000
Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	**7,057,000**	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	**615,000**	615,000	0,2	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	**998,000**	998,000	7	-	-	-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	**950,000**	350,000		600,000	-	-	-	-	-	-	-
FM 2499 at FM 3040 Intersection Improvements **	-	450,000	1,760,000	-	-	-	-	**2,210,000**	450,000	2		1,760,000	-	1,760,000	-	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,430,000	-	-	-	**1,830,000**	1,530,000	1	-	300,000	-	300,000	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	**475,000**	375,000	0	100,000	-	-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	1,900,000	-	-	-	-	-	-	**1,900,000**	1,300,000	7,8	600,000	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	**8,200,000**	7,000,000	1	1,200,000	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	610,000	-	-		-	-	-	**610,000**	610,000	0,4	-	-	-	-		-	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	**5,000,000**	2,500,000	1,5	-	2,500,000	-	-	-	-	-	2,500,000
Impact Fee Update	90,000	-	-	-	-	-	90,000	**180,000**	180,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	800,000	7,918,000	-		-	**8,718,000**	4,975,000	0,1	-	3,743,000	-	-	3,743,000	-		-
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	**2,000,000**	600,000	0	1,400,000	-	-	-	-	-	-	-
Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	**8,540,000**	8,540,000	0,1,3	-	-	-		-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	**7,232,000**	732,000	0,2	-	6,500,000	-	-	-	-	-	6,500,000
Morriss Road Improvements **	1,410,000	-	-	-	-	-	-	**1,410,000**	1,285,000	0,1,4	125,000	-	-	-	-	-	-	-
Peters Colony Roundabout **	1,110,000	-	-	-	-	-	-	**1,110,000**	1,110,000	2,4	-	-	-	-	-	-	-	-
Rippy Road (Waketon to FM 2499)**	4,750,000	600,000	-	-	-	-	-	**5,350,000**	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
Roadway Amenities	683,083	90,000	90,000	90,000	90,000	90,000	-	**1,133,083**	578,083	2,4	195,000	360,000	-	90,000	90,000	90,000	90,000	-
Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	**6,605,000**	505,000	1	-	6,100,000	-	-	-	-	-	6,100,000
Sidewalk Links **	1,261,000	150,000	-	-	-	-	-	**1,411,000**	1,411,000	2,4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	**905,000**	85,560	3	819,440	-	-	-	-	-	-	-
Street Light Improvements	115,000	115,000	-	-	-	-	-	**230,000**	230,000	4	-	-	-	-	-	-	-	-
US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	**350,000**	350,000	4	-	-	-	-	-	-	-	-
Waketon Road **	8,466,905	-	-	-	-	-	-	**8,466,905**	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-
Windsor Roundabout Connection	325,000	-	-	-	-	-	-	**325,000**	325,000	2,4	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 40,021,988**	**$ 1,605,000**	**$ 11,392,000**	**$ 18,388,000**	**$ 2,703,000**	**$ 240,000**	**$ 30,140,337**	**$ 104,490,325**	**$ 66,611,885**		**$ 7,553,440**	**$ 30,325,000**	**$ -**	**$ 7,707,000**	**$ 3,983,000**	**$ 240,000**	**$ 1,640,000**	**$ 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.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)
10. Debt

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
College Parkway at Timber Creek **	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,000	**400,000**	$ 400,000	0,4	$ -		$ -		$ -	$ -	$ -	$ -	$ -	$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-		-		-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-		-		-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	400,000	-	-	-	-	**400,000**	400,000	0,4	-		-		-	-	-	-	-	-
FM 2499 at Chaparral **	430,000	70,000	-	-	-	-	-	**500,000**	420,000	0,2,4	80,000		-		-	-	-	-	-	-
FM 2499 at Northshore **	-	-	400,000	-	-	-	-	**400,000**	400,000	4	-		-		-	-	-	-	-	-
FM 2499 at Silveron **	405,000	-	-	-	-	-	-	**405,000**	405,000	0	-		-		-	-	-	-	-	-
Garden Ridge at Forest Vista **	-	-	350,000	-	-	-	-	**350,000**	350,000	0,4	-		-		-	-	-	-	-	-
Garden Ridge at Kirkpatrick **	-	-	-	400,000	-	-	-	**400,000**	400,000	0,4	-		-		-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4,5	-		-		-	-	-	-	-	-
Morriss at Eaton **	-	-	400,000	-	-	-	-	**400,000**	400,000	4	-		-		-	-	-	-	-	-
Gerault at Old Gerault **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-		-		-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	400,000	**400,000**	400,000	0,4	-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation **	750,000	150,000	150,000	150,000	150,000	150,000	-	**1,500,000**	275,000	2,4	625,000		600,000		-	150,000	150,000	150,000	150,000	-
Traffic Signal Preemption Upgrade	-	-	75,000	75,000	75,000	75,000	50,000	**350,000**	350,000	4	-		-		-	-	-	-		-
Traffic Signal Rehabilitation **	57,114	-	-	-	-	-	500,000	**557,114**	57,114	4	-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	**730,000**	730,000	0,1,2,4,9	-		-		-	-	-	-	-	-
SUBTOTAL	**$ 2,372,114**	**$ 220,000**	**$ 1,775,000**	**$ 625,000**	**$ 225,000**	**$ 225,000**	**$ 2,950,000**	**$ 8,392,114**	**$ 6,587,114**	**$ 16**	**$ 705,000**	**$ -**	**$ 1,100,000**	**$-**	**$ -**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 500,000**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	1,010,000	-	-	-	-	-	-	**1,010,000**	1,010,000	8	-	-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	200,000	1,680,000	-	-	-	-	-	**1,880,000**	1,880,000	8	-	-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	150,000	1,260,000	-	-	-	-	-	**1,410,000**	1,410,000	8	-	-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	**2,344,000**	2,344,000	8	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Chancellor) **	2,735,000	-	-	-	-	-	-	**2,735,000**	2,735,000	8	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	**675,000**	675,000	8	-	-	-	-	-	-	-	-
Lakeside Panel Replacements (FM 2499 to Town Limits)	-	-	-	2,000,000	-	-	-	**2,000,000**	2,000,000	8	-	-	-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlny St)	-	-	-	-	-	1,170,000	-	**1,170,000**	1,170,000	8	-	-	-	-	-	-	-	-
Morriss Road Panel Replacement (FM 3040 to FM 1171) **	4,040,000	-	-	-	-	-	-	**4,040,000**	4,040,000	8	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	370,000	-	300,000	-	-	-	1,200,000	**1,870,000**	1,870,000	8	-	-	-	-	-	-	-	-
Pavement Analysis	-	150,000	-			-	-	**150,000**	150,000	8	-	-	-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	800,000			-	-	**800,000**	800,000	8	-	-	-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-	250,000	-	-	-	-	**250,000**	250,000	8	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	250,000	2,000,000	-	-	-	**2,250,000**	2,250,000	8	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-		300,000	2,925,000	-	-	**3,225,000**	3,225,000	8	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	**3,600,000**	3,600,000	8	-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	500,000	-	-	-	-	-	**500,000**	500,000	8	-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	**1,300,000**	1,300,000	8	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 10,480,000**	**$ 3,590,000**	**$ 1,600,000**	**$ 4,300,000**	**$ 2,925,000**	**$ 1,170,000**	**$ 7,144,000**	**$ 31,209,000**	**$ 31,209,000**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	**2,235,000**	-		-	2,235,000	-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	**1,893,375**	763,375	4	1,130,000	-	-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	700,000	10,722,000	-	-	**11,422,000**	-		-	11,422,000	-	-	700,000	10,722,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	**7,770,000**	1,250,000	4	6,520,000	-	-	-	-	-	-	-
Library Expansion**	12,537,000	-	-	-	-	-	-	**12,537,000**	137,000	2	12,400,000	-	-	-	-	-	-	-
Gibson-Grant Historic Cabin Restoration	1,575,593	-	-	-	-	-	-	**1,575,593**	1,487,593	1,2	88,000	-	-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	**90,000**	90,000	1,2	-	-	-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	**3,331,000**	1,571,000	4	1,760,000	-	-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	**1,750,000**	1,100,000	4	650,000	-	-	-	-	-	-	-
SUBTOTAL	**$ 28,946,968**	**$ -**	**$ -**	**$ 850,000**	**$ 12,807,000**	**$ -**	**$ -**	**$ 42,603,968**	**$ 6,398,968**		**$ 22,548,000**	**$ 13,657,000**	**$ -**	**$ -**	**$ 850,000**	**$ 12,807,000**	**$ -**	**$ -**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
2018-19 Playground Replacements (Lakewood, Stone Creek, Thrush West, & Gerault parks) **	1,000,000	-	-	-	-	-	-	**1,000,000**	1,000,000	8	-	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	350,000	20,000	-	-	-	-	-	**370,000**	370,000	8	-	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	-	350,000	-	-	-	-	-	**350,000**	350,000	8	-	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	250,000	-	-	-	-	**250,000**	250,000	8	-	-	-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	750,000	-	-	-	**750,000**	750,000	8	-	-	-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	-	750,000	-	-	**750,000**	750,000	8	-	-	-	-	-	-	-	-
2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	-	500,000	-	**500,000**	500,000	8	-	-	-	-	-	-	-	-
Bakersfield Park - Enhancements	150,000	-	-	-	-	-	-	**150,000**	150,000	8	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	1,500,000	-	-	-	**1,500,000**	1,500,000	8	-	-	-	-	-	-	-	-
Bakersfield Park Imrovements Phase II	-	-	-	-	1,200,000	-	-	**1,200,000**	1,200,000	8	-	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	**600,000**	600,000	6,8	-	-	-	-	-	-	-	-
Canyon Falls Park	3,150,000	-	-	-	-	-	-	**3,150,000**	3,150,000	2,6,8	-	-	-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	650,000	-	-	-	-	**650,000**	650,000	8	-	-	-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	100,000	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	150,000	-	-	-	-	**150,000**	150,000	8	-	-	-	-	-	-	-	-
Dunham Ranch Master Design	-	-	-	250,000	-	-	-	**250,000**	250,000	8	-	-	-	-	-	-	-	-
Dunham Ranch Construction	-	-	-	-	8,000,000	-	-	**8,000,000**	8,000,000	8	-	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	900,000	-	-	**900,000**	900,000	8	-	-	-	-	-	-	-	-
Gerault Park Improvements - Renovate MP fields, Pavilion Update, add power, new grills, trash, picnic tables **	-	-	450,000	-	-	-	-	**450,000**	450,000	8	-	-	-	-	-	-	-	-
Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	-	800,000	-	**800,000**	800,000	8	-	-	-	-	-	-	-	-
Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	225,000	-	-	-	-	**225,000**	225,000	8	-	-	-	-	-	-	-	-
Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	-	700,000	-	-	-	-	-	**700,000**	700,000	8	-	-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	100,000	-	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
Hound Mound Parking and Restroom **	810,000	-	-	-	-	-	-	**810,000**	810,000	2,6	-	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	-	425,000	-	-	-	**425,000**	425,000	8	-	-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creek, Lone Tree & Colony)	-	-	550,000	-	-	-	-	**550,000**	550,000	8	-	-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	**75,000**	75,000	8	-	-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (LED Lighting for Tennis Courts & Landscaping)**	-	-	225,000	-	-	-	-	**225,000**	225,000	8	-	-	-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)	90,000	-						**90,000**	90,000	8	-	-	-	-	-	-	-	-
Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	-	50,000	-	**50,000**	50,000	6,8	-	-	-	-	-	-	-	-
Park and Trail Amenities	610,000	50,000	50,000	50,000	50,000	50,000	-	**860,000**	860,000	6,8	-	-	-	-	-	-	-	-
Peters Colony Memorial Park	305,000	2,650,000	-	-	-	-	-	**2,955,000**	2,955,000	2,6,8	-	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	650,000	265,000	-	-	-	-	-	**915,000**	915,000	6,7	-	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	**800,000**	800,000	6	-	-	-	-	-	-	-	-
Post Oak Park Improvements - signage(wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	-	700,000	-	**700,000**	700,000	8	-	-	-	-	-	-	-	-
Rheudasil Park Improvements	2,600,000	-	-	-	-	-	-	**2,600,000**	2,600,000	8	-	-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	**275,000**	275,000	8	-	-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	-	-	200,000	-	-	**200,000**	200,000	8	-	-	-	-	-	-	-	-
Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	-	400,000	-	-	-	-	**400,000**	400,000	8	-	-	-	-	-	-	-	-
Tennis Center - Feasibility Study	-	50,000	-	-	-	-	-	**50,000**	50,000	8	-	-	-	-	-	-	-	-
Tennis Center - Design	-	-	400,000	-	-	-	-	**400,000**	400,000	8	-	-	-	-	-	-	-	-
Tennis Center - Construction	-	-	-	5,000,000	-	-	-	**5,000,000**	5,000,000	8	-	-	-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	100,000	-	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	4,700,000	-	**4,700,000**	4,700,000	8	-	-	-	-	-	-	-	-
Trails Master Plan	300,000	-	-	-	-	-	-	**300,000**	300,000	8	-	-	-	-	-	-	-	-
Trails Master Plan - Implementation	-	-	250,000	250,000	250,000	250,000	-	**1,000,000**	1,000,000	8	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 11,490,000**	**$ 4,285,000**	**$ 3,600,000**	**$ 8,325,000**	**$ 11,625,000**	**$ 7,050,000**	**$ -**	**$ 46,375,000**	**$ 46,375,000**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
GRAND TOTAL GENERAL FUND	**$ 93,311,071**	**$ 9,700,000**	**$ 18,367,000**	**$ 32,488,000**	**$ 30,285,000**	**$ 8,685,000**	**$ 40,234,337**	**$ 233,070,408**	**$ 157,181,967**		**$ 30,806,440**	**$ 45,082,000**	**$ -**	**$ 7,857,000**	**$ 4,983,000**	**$ 13,197,000**	**$ 1,790,000**	**$ 17,255,000**

** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
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8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Aberdeen Water Line (FM 2499 to Lake Forest)	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	**$ 300,000**	$ 190,000	0	$ 110,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bruton Orand Elevated Storage Tank Chloramine System	300,000	-	-	-	-	-	-	**300,000**	300,000	2	-	-	-	-	-	-	-	-
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	**2,660,000**	960,000	0	1,700,000	-	-	-	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	**670,000**	175,000	0,3	-	495,000	-	-	-	-	-	495,000
Denton Creek Boulevard 12-Inch Water Line	200,000	-	500,000	800,000	-	-	-	**1,500,000**	1,500,000	0,5	-	-	-	-	-	-	-	-
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	**16,400,000**	-	0	-	16,400,000	-	-	-	-	-	16,400,000
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	**7,600,000**	-	0	-	7,600,000	-	-	-	-	-	7,600,000
Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	1,350,000	-	-	-	**2,400,000**	750,000	0	-	1,650,000	-	300,000	1,350,000	-	-	-
Denton Creek District - Reuse Waterlines	650,000	-	100,000	975,000	-	-	-	**1,725,000**	1,725,000	0	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
Fire Station No. 7 Utilities	300,000	-	-	-	-	-	-	**300,000**	300,000	2	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	**5,880,000**	290,000	0	-	5,590,000	-	-	-	-	-	5,590,000
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	**3,200,000**	2,300,000	0,7	900,000	-	-	-	-	-	-	-
Forest Vista Water Line	210,000	-	-	-	-	-	-	**210,000**	210,000	2	-	-	-	-	-	-	-	-
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	1,000,000	-	-	-	-	-	-	**1,000,000**	1,000,000	0,2	-	-	-	-	-	-	-	-
Grady Court Water Line	150,000	-	-	-	-	-	-	**150,000**	150,000	2		-	-	-	-	-	-	-
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	**2,250,000**	-		2,250,000	-	-	-	-	-	-	-
High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	**3,200,000**	-		350,000	2,850,000	2,850,000	-	-	-	-	-
High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	**1,500,000**	-		1,500,000	-	-	-	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	**2,447,620**	87,620	0	50,000	2,310,000	-	-	-	-	-	2,310,000
Hillside Water Line Connection	200,000	-	-	-	-	-	-	**200,000**	200,000	2	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	-	-	-	-	-	-	**64,000**	64,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	**1,400,000**	700,000	0,2	700,000	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	320,000	-	-	-	**320,000**	320,000	0	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	**1,380,000**	500,000	0	-	880,000	-	-	-	-	-	880,000
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	**9,030,000**	1,030,000	0	-	8,000,000	-	-	-	-	8,000,000	-
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	**5,450,000**	1,450,000	0	-	4,000,000	-	-	-	-	-	4,000,000
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	**5,630,000**	1,630,000	0	-	4,000,000	-	-	-	-	-	4,000,000
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	**1,440,000**	1,440,000	0	-	-	-	-	-	-	-	-
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	**1,800,000**	1,800,000	0	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	**3,240,000**	240,000	0	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	**2,500,000**	200,000	2	2,300,000	-	-	-	-	-	-	-
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	**1,400,000**	500,000	2	900,000	-	-	-	-	-	-	-
Morriss Road Water Lines Phase II (Milford to Eaton)	350,000	2,400,000	-	-	-	-	-	**2,750,000**	1,800,000	7	350,000	600,000	600,000	-	-	-	-	-
Morriss Road Water Lines Phase III (Eaton to Waketon)	-	350,000	2,500,000		-	-	-	**2,850,000**	350,000	0	-	2,500,000	-	2,500,000	-	-	-	-
Morriss Road Water Lines Phase IV (Waketon to FM 407)	-	-	350,000	2,500,000	-	-	-	**2,850,000**	-		-	2,850,000	-	350,000	2,500,000	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	**1,450,000**	400,000	0,3	1,050,000	-	-	-	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	**560,000**	300,000	0		260,000	-	-	-	-	-	260,000
Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	**1,185,000**	410,000	2	775,000	-	-	-	-	-	-	-
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	**750,000**	350,000	0	400,000	-	-	-	-	-	-	-
Royal Oaks Water Line Replacement Phase I	-		90,000	655,000	-	-	-	**745,000**	-		-	745,000	-	90,000	655,000	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	**1,490,000**	490,000	0	-	1,000,000	-	-	-	-	-	1,000,000
Sentinel Oaks Water line Replacement (Three Bridges to Simmons)	-	500,000		-	-	-	-	**500,000**			-	500,000	500,000	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	200,000	2,350,000	-	-	-	-	-	**2,550,000**	550,000	0	-	2,000,000	2,000,000	-	-	-	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	**5,140,000**	250,000	0	-	4,890,000	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	**840,000**		**0**	-	840,000	-	-	-	-	-	840,000
Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	**640,000**	40,000	2	600,000	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	60,000	500,000	-	-	-		-	**560,000**	60,000	2	-	500,000	500,000	-	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	**370,000**	250,000	**0**	-	120,000	-	-	-	-		120,000
Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	**1,000,000**			1,000,000	-	-	-	-	-	-	-
Timber Creek Water Line Replacement Phase II	-	300,000	900,000	-	-	-	-	**1,200,000**			-	1,200,000	300,000	900,000	-	-	-	-
Timber Creek Water Line Replacement Phase III	-	-	-	-	1,400,000	-	-	**1,400,000**			-	1,400,000	-	-	-	1,400,000	-	-
US 377 at FM 1171 Water Line Loop/Relocation	-	5,500,000	-	-	-	-	-	**5,500,000**	409,500	0	-	5,090,500	5,090,500	-	-	-	-	-
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000		**2,100,000**	-		600,000	1,500,000	300,000	300,000	300,000	300,000	300,000	
Water Master Plan	150,000	-	-	-	-	-	-	**150,000**	150,000	0	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	650,000	50,000	50,000	50,000	50,000	50,000		**900,000**	100,000		550,000	250,000	50,000	50,000	50,000	50,000	50,000	
Water System Model Update	162,285	5,000	5,000	5,000	5,000	5,000	-	**187,285**	187,285	0,2,5	-	-	-	-	-	-	-	-
Westchester Water Line Replacement	-		-	-	1,320,000	-	-	**1,320,000**			-	1,320,000	-	-	-	1,320,000	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	**2,610,000**	300,000	0	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	**3,440,000**	350,000	0	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	**1,390,000**	150,000	0	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	**100,000**	100,000	2	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	**870,000**	220,000	2	650,000	-	-	-	-	-	-	-
SUBTOTAL	**$ 26,628,905**	**$ 15,815,000**	**$ 5,395,000**	**$ 6,955,000**	**$ 3,175,000**	**$ 9,385,000**	**$ 67,640,000**	**$ 134,993,905**	**$ 27,278,405**		**$ 16,735,000**	**$ 90,980,500**	**$ 12,190,500**	**$ 4,490,000**	**$ 4,855,000**	**$ 3,070,000**	**$ 8,350,000**	**$ 58,025,000**

** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	$ -	$ -	$ -	$ -	$ 75,000	$ -	$ -	**$ 75,000**	$ 75,000	2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bakers Branch Stabilization at 621 Somerset Drive	457,000	-	-	-	-	-	-	**457,000**	457,000	2	-	-	-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	200,000	-	-	-	-	-	**200,000**	200,000	2	-	-	-	-	-	-	-	-
Colonial Drive Stromwater Replacement	-	450,000	-	-	-	-	-	**450,000**	450,000	2	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	**375,000**	375,000	2	-	-	-	-	-	-	-	-
Creek Bank Stabilizaton at 1540 Echo Bluff	-	-	-	-	75,000	-	-	**75,000**	75,000	2	-	-	-	-	-	-	-	-
East Waketon Road Drainage Improvements	1,210,000	-	1,870,000	-	-	-	-	**3,080,000**	1,410,000	2,4,7	-	1,670,000	-	1,670,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	**500,000**	500,000	2	-	-	-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	-	-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	**500,000**	500,000	2	-	-	-	-	-	-	-	-
Range Wood Drive Drainage Improvements	350,000	-	-	-	-	-	-	**350,000**	350,000	2	-	-	-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	**400,000**	400,000	2	-	-	-	-	-	-	-	-
SUBTOTAL	**$ 2,792,000**	**$ 700,000**	**$ 1,870,000**	**$ 200,000**	**$ 225,000**	**$ 425,000**	**$ 400,000**	**$ 6,612,000**	**$ 4,942,000**		**$ -**	**$ 1,670,000**	**$ -**	**$ 1,670,000**	**$ -**	**$ -**	**$ -**	**$ -**

** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 1
11/16/2020

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	NEW DEBT	DEBT SCHEDULE 2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	**1,850,000**	350,000	0	1,500,000	-	-	-	-	-	-	-
Bakers Branch Interceptor (Long Prairie Road to Lexington)	-	-	-	-	-	2,200,000	-	**2,200,000**	-		-	2,200,000	-	-	-	-	2,200,000	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	165,000	-	-	-	-	-	**165,000**	165,000	2	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	**50,000**	50,000	4	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	-	-	-	-	-	-	**64,000**	64,000	0	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	**3,480,000**	330,000	2	1,900,000	1,250,000	250,000	250,000	250,000	250,000	250,000	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	**1,835,000**	100,000	2	1,735,000	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	**2,550,000**	-		2,550,000	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase III	-	980,000	-	-	-	-	-	**980,000**	-		-	980,000	980,000	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	330,000	-	-	**330,000**	-		-	330,000	-	-	-	-	330,000	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	1,135,000	-	-	-	-	**1,135,000**	-		-	1,135,000	-	1,135,000	-	-	-	-
Northshore Interceptor (Woodpark to Belmont Ct)	-	-	-	-	1,800,000	-	-	**1,800,000**	-		-	1,800,000	-	-	-	1,800,000	-	-
Oak Street Lift Station and Force Main Phase IV	-	500,000	1,800,000	-	-	-	-	**2,300,000**	150,000	0		2,150,000	500,000	1,650,000		-	-	-
Oak Street Lift Station and Force Main Phase V	-	-		-	-	-	2,500,000	**2,500,000**	-		-	2,500,000	-	-	-	-	-	2,500,000
Riverwalk Collector (Morriss Rd. to Windsor Dr.)	-	-	-	-	440,000	-	-	**440,000**	440,000	0,2	-	-	-	-	-	-	-	-
Southside Force Main Extension	-	-	-	2,400,000	-	-	-	**2,400,000**	1,400,000	0	-	1,000,000	-	-	-	1,000,000	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	**3,900,000**	1,000,000	0,3,5	-	2,900,000	-	-	-	-	-	2,900,000
Southside Pump Upgrade	90,000	-	-	1,012,000	-	-	-	**1,102,000**	535,500	0,5	-	566,500	-	-	566,500	-	-	-
Spring Meadow Lane Sewer Line Replacement	-	1,540,000	-	-	-	-		**1,540,000**			-	1,540,000	1,540,000	-	-	-	-	
Timber Creek Collector Replacement (Timber Creek to Parker Square)	-	-	-	-	-	960,000	-	**960,000**			-	960,000	-	-	-	-	960,000	-
Timber Creek Trunk Line (Morriss Road to Rawlings Street)	300,000	1,575,000	-	-	-	-	-	**1,875,000**			300,000	1,575,000	1,575,000	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	**760,000**	-		-	760,000	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morriss)	-	-	-	-	800,000	-	-	**800,000**	-		-	800,000	-	-	-	800,000	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	300,000	-	-	-	-	**300,000**			-	300,000	-	300,000	-	-	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	**2,660,000**	410,000	0	2,250,000	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	**3,700,000**			3,700,000	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase V (One Place to Buckthorn Ct)	-	-	-	-	-	1,300,000	-	**1,300,000**	-		-	1,300,000	-	-	-	-	1,300,000	-
Wastewater Master Plan	180,000	-	-	-	-	-	-	**180,000**	180,000	0	-	-	-	-	-	-	-	-
Wastewater System Model Update	232,285	5,000	5,000	5,000	5,000	5,000	-	**257,285**	257,285	0,5	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Master Plan		130,000			-	-	-	**130,000**	130,000	0	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	**11,800,000**	-		11,800,000	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	**13,000,000**	-		-	13,000,000	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	**1,000,000**	-		-	1,000,000	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000			-	-	-	-	**3,000,000**	250,000	2	2,750,000	-	-	-	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	720,000	-	-	-	**720,000**	-		-	720,000	-	-	-	-	720,000	-
Wellington Interceptor Phase VI (Fieldcrest Rd. to FM 3040)	-	-	-	-	830,000	-	-	**830,000**	-		-	830,000	-	-	-	-	830,000	-
Wellington Interceptor Phase VII (Brookville to Garden)	-	-	-	-	-	980,000	-	**980,000**	-		-	980,000	-	-	-	-	980,000	-
SUBTOTAL	**$ 30,491,285**	**$ 5,195,000**	**$ 3,490,000**	**$ 4,387,000**	**$ 4,455,000**	**$ 5,695,000**	**$ 21,160,000**	**$ 74,873,285**	**$ 5,811,785**	**$ 12**	**$ 28,485,000**	**$- $ 40,576,500**	**$- $ 4,845,000**	**$ 3,335,000**	**$ 816,500**	**$ 5,400,000**	**$ 6,020,000**	**$ 20,160,000**
GRAND TOTAL UTILITY FUND	**$ 59,912,190**	**$ 21,710,000**	**$ 10,755,000**	**$ 11,542,000**	**$ 7,855,000**	**$ 15,505,000**	**$ 89,200,000**	**$ 216,479,190**	**$ 38,032,190**	**$ 12**	**$ 45,220,000**	**$- $ 133,227,000**	**$- $ 17,035,500**	**$ 9,495,000**	**$ 5,671,500**	**$ 8,470,000**	**$ 14,370,000**	**$ 78,185,000**

** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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3. Escrow
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TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: November 16, 2020

FROM: Daniel Poe, CIP Manager

ITEM: **Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of $75,000.00 annually, with a one-year renewal option; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The scope of services identified in the attached agreement with Innovative Transportation Solutions (ITS) includes pursuing all transportation issues identified by the Town, with an emphasis on funding issues affecting the Town. The scope of services is included as an attachment to the professional services agreement.

As indicated in the agreement, the Town would provide compensation to ITS in the amount of $6,250.00 per month, from the Roadway Amenities project, for unlimited transportation services. The term of the contract is for one year, beginning January 1, 2021, with a one-year renewal option.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $75,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
$ 75,000.00	505-220-70622-6160

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

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.

Attachment 1

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE TRANSPORTATION SOLUTIONS, INC.

This contract is entered into on this 16th day of November, 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 **Innovative Transportation Solutions, Inc.,** (hereinafter referred to as "CONSULTANT") whose address is 2701 Valley View Lane, Farmers Branch, Texas 75234.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT; and

WHEREAS, CONSULTANT is a is a transportation consulting 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 has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide professional transportation services 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 Seventy-Five Thousand and No/100 Dollars ($ 75,000.00) per year. This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

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

compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.
Revisions of the Scope of Services

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

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

V.
Term

This Contract shall begin on January 1st, after the date first written above, and shall continue for a period of one year with one automatic one-year extension, unless the TOWN otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

Town of Flower Mound
c/o Ebix BPO
Department 97
PO Box 257
Portland, MI 48875-0257
Fax: 517-647-7900
Email: certsonly@periculum.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:

Tiffany Bruce, P.E., Executive Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6401 Telephone
tiffany.bruce@flower-mound.com email

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

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to

conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S

NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVII 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:

Tiffany Bruce, P.E., CIP Engineering Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6306 Telephone
972-874-6472 Facsimile

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:

John R. Polster, P.E.
Innovative Transportation Solutions, Inc.
2701 Valley View Lane
Farmers Branch, Texas 75234
972/484-2525 Telephone
JPolster@itsinc-tx.com email

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.

XX.
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.

XXI.
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.

XXII.
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.

XX.
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.

XXI.
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.

XXII.
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.

XXIII.
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.

XXIV.
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.

XXV.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual

relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

Attachment 1

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

Approved:

_____
Town Attorney

Attachment 1

CONSULTANT:
INNOVATIVE TRANSPORTATION SOLUTIONS, INC., a Texas Corporation

By: _____
Name: John R. Polster, P.E.
Title: President

Date Signed: 15 OCT 20

State of Texas §
§
County of DENTON §

This instrument was acknowledged before me on the 15 day of OCTOBER, 20 20, by John R. Polster, P.E., in his capacity as President of **INNOVATIVE TRANSPORTATION SOLUTIONS, 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 **INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15TH DAY OF 10, 20 20.

_____
Notary Public, State of Texas

My Commission Expires:
11/14/23

BRITTANY C GIBSON
Notary Public, State of Texas
Comm. Expires 11/14/2023
Notary ID 13225348-9

ATTACHMENT "A"

SCOPE OF SERVICES

Innovative Transportation Services Inc., (ITS) will provide the following Transportation Consultation services for the Town:

ITS will provide transportation consulting services as directed by the Town Manager or Town Engineer. As a part of this contract, ITS will actively pursue all transportation related issues as identified by the Town with the understanding that the current focus will be on transportation programming and funding issues in the Town. ITS will maintain dialogue with the Town and appropriate Town staff to ascertain the relative priority of each project to other projects and attend Town of Flower Mound Council meeting, when appropriate, to provide updates on transportation activities. ITS will perform tasks, as assigned by the Town Manager or his designee, related to advancing projects to address the transportation needs of the Town of Flower Mound. Other services include, but are not limited to, the following:

TASK 1: ***Act as a Liaison between TOWN and other Local, State and Federal Transportation Bodies*.**

When requested and appropriate, ITS will act as liaison between The TOWN and other local, state and national transportation groups. As liaison, ITS will act as the transportation advocate for The TOWN by working positively and efficiently with other transportation groups toward completion of projects critical to The TOWN. ITS will interact, on behalf of The TOWN, with the Federal Highway Administration, the Texas Transportation Commission and Texas Department of Transportation and the North Texas Tollway Authority (NTTA). In addition, ITS will act as liaison between The TOWN and other groups such as the Regional Transportation Council of the North Central Texas Council of Governments, Project Specific Task Force Groups, Dallas Regional Mobility Coalition, the Denton County Transit Authority, The T, North Texas Commission, and the Partners in Mobility.

TASK 2: ***Implement Cost Reduction Strategies.***

ITS has an unparalleled history of identifying cost reductions for clients. For the TOWN, the following is a list of possible cost reduction strategies:

1. ***Leveraging funding -*** Transportation Infrastructure funding is almost always a partnership process. ITS will strive to maximize the TOWN's transportation dollars by "leveraging" those funds with eligible funding sources. In many cases, ITS will be able to

leverage funds to capture “non-Town” sources that will increase funding to the project by 300% to 500%.

2. ***Certification*** **-** Certification refers to the process a municipality follows to receive authorization by TxDOT to retain services on behalf of the State. Certification allows the TOWN to be reimbursed by the federal government up to 90% of expenditures for authorized services. ITS has unique knowledge of the certification process and will assist the TOWN in acquiring this certification, if directed.

TASK 3. ***ITS will provide other transportation consulting services as directed by the Town.***

As a part of this Enhancement Proposal, ITS will actively pursue all transportation related issues as identified by the Town. ITS will continue to dialogue with Town staff to ascertain the relative priority of each project to other projects and attend Town meeting as directed to updates on all transportation activities.

ATTACHMENT "B"

COMPENSATION

In consideration for professional services rendered monthly by ITS, Flower Mound agrees to pay ITS a reasonable and customary annual fee of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), per year (the "Annual Fee"). Flower Mound agrees to pay ITS the amount of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS ($6,250.00) per month (the "Monthly Payment") towards satisfaction of the Town's Annual Fee obligation. Flower Mound shall make the Monthly Payment, processing the itemized statement in its usual and customary fashion, making all reasonable efforts to process the Monthly Payment within thirty (30) days from Town of Flower Mound's receipt of each monthly statement.

ITS's Standard Hourly Billing rates are attached as Exhibit A.

ITS shall submit its monthly statements and semi-annual certificates to the Town Manager, 2121 Cross Timbers Road, Flower Mound, Texas 75028.

EXHIBIT “A”

STANDARD RATE SCHEDULE

1.1 STANDARD RATE SCHEDULE

The services related to this project will be based upon the following Standard Billing Rates. Standard Billing Rates are subject to change at the beginning of each calendar year.

Professional	Standard Billing Rate
Principal Engineer	$200
Principal Engineer	$175
Senior Engineer	$175
Engineer	$150
Technical Associate	$100
Staff Support	$75

TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: November 16, 2020

FROM: Kari Biddix, Park Development Manager

ITEM: **Consider approval of a Construction Agreement with MSB Constructors, Inc., for the Canyon Falls Park project, in the amount of $2,625,996.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On September 30, 2020, Bid No. 2021-1-B responses were received. A total of 12 bids received, of which 6 bids were verified and determined responsive. The 6 responsive bids were tabulated, and the lowest qualified bidder was MSB Constructors, Inc., with a base bid of $2,574,800.00 and is the lowest responsible, responsive bidder. The selected Bid Alternates totaling $51,196.00 are within the construction budget for this project are being awarded for a total award amount of $2,625,996.00. The bid options offer to upgrade the pavilion roof, upgrade the retaining wall veneer at basketball court to stone, and add a radial bench at splash pad.

BOARD REVIEW/CITIZEN FEEDBACK: The Master Plan was recommended by the Parks Board at the February 7, 2017, meeting and approved by Town Council on March 6, 2017. The Professional Services Agreement (PSA) with Mesa Design Associates, Inc., to implement the Master Plan for the dedicated park land of 10.756 acres within the Canyon Falls development was approved at the October 1, 2018, Town Council meeting.

ALTERNATIVES/OPTIONS: If item is not approved, the project will not be constructed.

FISCAL IMPACT: $2,625,996.00

Proposed Expenditure/(Revenue):	Account Number(s):
$2,625,996.00	310-320-90701

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

Total project cost is $ 3,150,000. Funding sources are:

- Dedicated Sales Tax $ 150,000
- Park Development $ 3,000,000

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

ATTACHMENTS:

1. Bid Tab No. 2021-1-B
2. Construction Agreement

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

Attachment 1

Town of Flower Mound
Bid Tabulation

Bid No: 2021-1-B - Canyon Falls Park

Bid Opening: 09/30/2020 at 11:00 AM

Company	Total Bid
MSB Constructors Inc	$ 2,574,800.00
J.B. & Co., LLC	$ 2,758,492.37
North Rock Construction LLC	$ 2,791,740.44
Home Run Construction	$ 3,146,133.41
The Fain Group, Inc	$ 3,182,414.40
Gold Medal Construction, LLC	$ 3,530,760.04

**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: September 30, 2020

TOWN OF FLOWER MOUND

CANYON FALLS PARK

Bid # 2021-1-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 16th day of November, 2020, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and MSB Constructors, Inc., a general contractor, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CANYON FALLS PARK,
Bid # 2021-1-B

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

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

A. The Construction Agreement;

B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;

C. Any listed and numbered addenda;

D. Special Provisions;

E. Supplementary Conditions;

F. Construction Drawings or Plans;

G. Technical Specifications;

H. Town's Standard Construction Details;

I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);

J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);

K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);

L. The General Conditions;

M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);

N. Notice to Bidders;

O. Instructions to Bidders;

P. The Town's written notice to proceed to Contractor;

Q. The Contractor's Bid Proposal;

R. The Performance Bond, Payment Bond and Maintenance Bond; and

S. Bid materials distributed by the Town that relate to the Project.

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Million Six Hundred Twenty-Five Nine Hundred and Ninety-Six Dollars and No cents ($2,625,996.00)** 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 one hundred and eighty (180) calendar days, and final completion of two hundred and forty (240) 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:

Contract Amount	Retainage Percentage
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 ____ day of _____, 20___.

TOWN OF FLOWER MOUND

_____
Steve Dixon, MAYOR

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

CONTRACTOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

ATTEST:_____ (Signature)

_____ (Position)

TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: November 16, 2020

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of an ordinance canvassing returns and declaring results of a General Election held November 3, 2020, for the purpose of electing Councilmember Places 2, and 5, of the Town of Flower Mound, Texas; and providing an effective date.**

BACKGROUND INFORMATION: On March 18, 2020, Governor Greg Abbot issued a proclamation authorizing political subdivisions that would otherwise hold elections on May 2, 2020, to move their general elections for 2020 to November 3, 2020, due to the public health and safety concerns related to the novel coronavirus (COVID-19).

On March 19, 2020, the Town Council adopted Resolution No. 03-20 that postponed the May 2, 2020 General Election to November, 2020.

A General Election was held on November 3, 2020, with voters casting ballots on Election Day and during early voting. The Town Charter (Sec. 5.07) and Texas Election Code (Sec. 67.003) requires canvassing the results after the election (Sec. 67.003).

See attachment two and three for the unofficial results from Denton/Tarrant County. The results are considered official after the election canvass.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

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

ATTACHMENTS:

1. Draft ordinance
2. Unofficial Results – Denton County
3. Unofficial Results – Tarrant County

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. __ -20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 2, AND 5, FOR THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 18, 2020, Governor Greg Abbot issued a proclamation authorizing political subdivisions that would otherwise hold elections on May 2, 2020, to move their general elections for 2020 to November 3, 2020, due to the public health and safety concerns related to the novel coronavirus (COVID-19); and,

WHEREAS, On March 19, 2020, the Town Council of Flower Mound, Texas (the "Town"), adopted Resolution No. 03-20 that postponed the May 2, 2020 General Election to November 3, 2020; and,

WHEREAS, the Town Council caused to be published in accordance with the laws of the State of Texas, notice of the election held November 3, 2020, for the election of council member places 2, and 5; and

WHEREAS, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notice of said election; and

WHEREAS, said election was duly and legally held on November 3, 2020, in the Town and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof; and

WHEREAS, the Town Council has considered the returns of said election held November 3, 2020, and pursuant to state law and Section 5.07 of the Home Rule Charter of the Town, the Council shall canvass and declare the official results; and

WHEREAS, the election returns, duly and legally made, showed that there were cast at said election a total of 40,065 valid and legal votes, of which 37,226 were cast early, and 2,839 were cast on election day; and that each of the candidates received the following votes:

COUNCIL MEMBER, PLACE 2

Candidate	Early Voting	Election Day	Total*	Percentage
David Johnson	16,693	1,379	18,072	47.39%
Sandeep Sharma	18,965	1,094	20,059	52.61%

COUNCIL MEMBER, PLACE 5

Candidate	Early Voting	Election Day	Total*	Percentage
Ann Martin	25,602	1,884	27,486	74.91%
Claudio Forest	8,690	517	9,207	25.09%

**Denton and Tarrant County total and includes mail ballots*

WHEREAS, pursuant to Section 5.06 Article V of the Home Rule Charter of the Town, in order to be declared elected, a candidate must receive the majority of the votes cast for the office or place for which such person is a candidate.

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

SECTION 1

Each and every one of the recitals, findings, and determinations contained in the preamble of this Ordinance are found to be true and correct and are hereby repeated and incorporated herein as if copied in their entirety.

SECTION 2

It is further found and determined that the results of the election as canvassed and tabulated, as referenced in the preamble to this Ordinance, reflect the expressed desires of the resident, qualified electors of the Town, and that the above canvass is hereby approved.

SECTION 3

The duly elected members of the Town Council of the Town of Flower Mound, Texas, elected on November 3, 2020, council member places 2, and 5, subject to the taking of the oaths as provided by the laws of the State of Texas, are as follows:

Council Member, Place 2	**Sandeep Sharma**
Council Member, Place 5	**Ann Martin**

SECTION 4

The Mayor is hereby authorized and directed to execute and deliver this Ordinance canvassing the General Election in accordance with the Texas Election Code and all other necessary action in connection therewith.

SECTION 5

This Ordinance shall take effect and be in force from and after its final passage and approval, and it is accordingly 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 16TH DAY OF NOVEMBER, 2020.

APPROVED:

_____
Steve Dixon, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

Town of Flower Mound Cumulative

Run Time 4:47 PM

Run Date 11/13/2020

Denton County

General & Special Elections

11/3/2020

Page 1

Unofficial Results

Registered Voters

42740 of 565105 = 7.56%

Precincts Reporting

185 of 185 = 100.00%

Town of Flower Mound Councilmember, Place 2, Three Year Term

Precincts			Voters		
Counted	*Total*	*Percent*	*Ballots*	*Registered*	*Percent*
17	17	100.00%	42,740	54,677	78.17%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
David Johnson		1,168	46.22%	15,394	46.78%	1,368	55.68%	17,930	47.32%
Sandeep Sharma		1,359	53.78%	17,513	53.22%	1,089	44.32%	19,961	52.68%
	Cast Votes:	2,527	100.00%	32,907	100.00%	2,457	100.00%	37,891	100.00%
	Undervotes:	371		4,008		360		4,739	
	Overvotes:	4		99		7		110	

Town of Flower Mound Councilmember, Place 5, Three Year Term

Precincts			Voters		
Counted	*Total*	*Percent*	*Ballots*	*Registered*	*Percent*
17	17	100.00%	42,740	54,677	78.17%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ann Martin		1,713	71.29%	23,744	74.96%	1,875	78.58%	27,332	74.95%
Claudio Forest		690	28.71%	7,933	25.04%	511	21.42%	9,134	25.05%
	Cast Votes:	2,403	100.00%	31,677	100.00%	2,386	100.00%	36,466	100.00%
	Undervotes:	499		5,293		438		6,230	
	Overvotes:	0		44		0		44	

*** End of report ***

Town of Flower Mound Canvass

Run Time 5:11 PM

Run Date 11/13/2020

Denton County

General & Special Elections

11/3/2020

Unofficial Results

Registered Voters

42740 of 54677 = 78.17%

Precincts Reporting

17 of 17 = 100.00%

Town of Flower Mound Councilmember, Place 2, Three Year Term

Precinct	David Johnson	Sandeep Sharma	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3024	1,141	1,496	2,637	314	12	204	2,635	124	2,963	3,645	81.29%
3025	1,336	1,743	3,079	343	10	258	2,989	185	3,432	4,437	77.35%
3026	879	962	1,841	266	3	144	1,836	130	2,110	2,686	78.56%
3027	1,433	1,717	3,150	412	7	229	3,074	266	3,569	4,612	77.39%
3028	1,419	1,642	3,061	383	8	315	2,931	206	3,452	4,510	76.54%
3029	852	869	1,721	256	4	122	1,679	180	1,981	2,839	69.78%
3030	985	823	1,808	238	10	144	1,750	162	2,056	2,795	73.56%
3031	1,266	1,229	2,495	271	7	157	2,416	200	2,773	3,494	79.36%
3033	979	893	1,872	279	2	140	1,853	160	2,153	2,851	75.52%
4021	3	2	5	1	0	0	4	2	6	6	100.00%
4023	1,314	1,419	2,733	338	9	208	2,689	183	3,080	3,815	80.73%
4024	1,143	1,110	2,253	297	6	209	2,160	187	2,556	3,296	77.55%
4025	1,047	1,590	2,637	262	11	182	2,549	179	2,910	3,636	80.03%
4026	520	696	1,216	146	6	94	1,161	113	1,368	1,760	77.73%
4027	1,362	1,734	3,096	339	3	152	3,054	232	3,438	4,300	79.95%
4028	1,580	1,753	3,333	385	12	305	3,186	239	3,730	4,642	80.35%
4029	671	283	954	209	0	39	1,048	76	1,163	1,353	85.96%
Totals	**17,930**	**19,961**	**37,891**	**4,739**	**110**	**2,902**	**37,014**	**2,824**	**42,740**	**54,677**	**78.17%**

Town of Flower Mound Canvass

Run Time 5:11 PM

Run Date 11/13/2020

Denton County

General & Special Elections

11/3/2020

Unofficial Results

Registered Voters

42740 of 54677 = 78.17%

Precincts Reporting

17 of 17 = 100.00%

Town of Flower Mound Councilmember, Place 5, Three Year Term

Precinct	Ann Martin	Claudio Forest	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3024	1,856	673	2,529	431	3	204	2,635	124	2,963	3,645	81.29%
3025	2,196	734	2,930	500	2	258	2,989	185	3,432	4,437	77.35%
3026	1,324	456	1,780	330	0	144	1,836	130	2,110	2,686	78.56%
3027	2,332	727	3,059	505	5	229	3,074	266	3,569	4,612	77.39%
3028	2,202	760	2,962	485	5	315	2,931	206	3,452	4,510	76.54%
3029	1,260	427	1,687	292	2	122	1,679	180	1,981	2,839	69.78%
3030	1,359	415	1,774	282	0	144	1,750	162	2,056	2,795	73.56%
3031	1,839	553	2,392	378	3	157	2,416	200	2,773	3,494	79.36%
3033	1,301	516	1,817	335	1	140	1,853	160	2,153	2,851	75.52%
4021	3	0	3	3	0	0	4	2	6	6	100.00%
4023	2,004	642	2,646	430	4	208	2,689	183	3,080	3,815	80.73%
4024	1,626	536	2,162	390	4	209	2,160	187	2,556	3,296	77.55%
4025	1,886	604	2,490	417	3	182	2,549	179	2,910	3,636	80.03%
4026	860	306	1,166	200	2	94	1,161	113	1,368	1,760	77.73%
4027	2,105	807	2,912	522	4	152	3,054	232	3,438	4,300	79.95%
4028	2,448	779	3,227	498	5	305	3,186	239	3,730	4,642	80.35%
4029	731	199	930	232	1	39	1,048	76	1,163	1,353	85.96%
Totals	**27,332**	**9,134**	**36,466**	**6,230**	**44**	**2,902**	**37,014**	**2,824**	**42,740**	**54,677**	**78.17%**

Town of Flower Mound Canvass

Run Time 5:11 PM

Run Date 11/13/2020

Denton County

General & Special Elections

11/3/2020

Unofficial Results

Registered Voters

42740 of 54677 = 78.17%

Precincts Reporting

17 of 17 = 100.00%

*** End of report ***

Town of Flower Mound

Run Time 7:50 PM

Run Date 11/11/2020

Tarrant County

Joint General and Special Elections

11/3/2020

Page 1

Official Results

Registered Voters

278 of 1216618 = 0.02%

Town of Flower Mound Councilmember, Place 2, Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
David Johnson		12	63.16%	119	58.05%	11	68.75%	142	59.17%
Sandeep Sharma		7	36.84%	86	41.95%	5	31.25%	98	40.83%
	Cast Votes:	19	100.00%	205	100.00%	16	100.00%	240	100.00%
	Undervotes:	6		29		3		38	
	Overvotes:	0		0		0		0	

Town of Flower Mound Councilmember, Place 5, Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ann Martin		17	89.47%	128	66.32%	9	60.00%	154	67.84%
Claudio Forest		2	10.53%	65	33.68%	6	40.00%	73	32.16%
	Cast Votes:	19	100.00%	193	100.00%	15	100.00%	227	100.00%
	Undervotes:	6		41		4		51	
	Overvotes:	0		0		0		0	

*** End of report ***

TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: November 16, 2020

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of a resolution of the Town Council of the Town of Flower Mound, Texas, creating an Outstanding Citizen Award Committee, and providing for the member appointment process.**

BACKGROUND INFORMATION: The Outstanding Citizen Award (OCA) was created in 2014, with the purpose of recognizing, on an annual basis, an outstanding citizen or group that demonstrates exemplary service to the community.

Past selection committee members have included representatives from local non-profits as well as citizens at large. Over the years it was realized that there is a need for individuals serving on this committee to have more first-hand information about the service of the nominees, in addition to making sure there is balanced representation.

The attached resolution defines the role of the OCA committee and adopts a process for appointing members to serve on it.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

LEGAL REVIEW: NA

ATTACHMENTS:

1. Draft Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ESTABLISHING THE PURPOSE AND CRITERIA OF THE OUTSTANDING CITIZEN AWARD, AND PROVIDING FOR THE SELECTION COMMITTEE APPOINTMENT PROCESS.

WHEREAS, the Town has created the Outstanding Citizen Award to recognize individuals or groups that have given unselfishly of themselves in service to others for the betterment of the Town.

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

SECTION 1

Criteria and Nominations

To qualify for this award, the nominee must be a Flower Mound resident, or group located within the Town, and should display or meet two of the following criteria:

- Strive to make a positive impact in the community
- Enhance the Flower Mound community and the lives of its citizens
- Address or fulfill a community need or concern

Flower Mound elected officials currently in office or selection committee members are not eligible to receive this award.

SECTION 2

Recognition

Categories of recognition include:

- An individual (adult and youth category)
- A group
- Lifetime Achievement

SECTION 3

The Committee

The Outstanding Citizenship Award Committee shall be comprised of nine (9) Flower Mound residents, and with six (6) individuals selected by the Town Council, with the Mayor's selection serving as Chair, and three (3) leaders from Flower Mound non-profit organizations serving on a rotational basis.

In the event there is not enough substantial or demonstrable works identified in the applications as presented, committee members are instructed to refrain from bringing forward an award recipient in any of the defined categories.

The following individuals are appointed to serve as members:

1. Emily Strittmatter (Engel)
2. Stefan Boehmer (Sharma)
3. ____*(tba)*_____ (Martin)
4. Judy Collins (Pierson)
5. ____*(tba)*_____ (Bumgarner)
6. ____*(tba)*_____ (Dixon)

SECTION 4

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

PASSED, APPROVED, AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2020.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Town Council Future Agenda Items

SCHEDULED	**11/19/2020**	Work Session	Placeholder: permitted use discussion
	12/7/2020	Presentation	LISD Liaison Committee progress report
		Announcements	2020 Outstanding Citizen Award Recognition
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
		Consent	Upper Timber Creek Interceptor - CO1
		Consent	Consider approval of Change Order No. 2 to the construction agreement with Archer Western Construction, LLC, for the Wastewater Treatment Plant Rehabilitation Phase V, Solids Facility Improvements project, in the amount of $53,826.88; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a contract with TBD in the amount of TBD for reinsurance for the Town's Group Health Plan and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a professional services agreement with Alliance Geotechnical Group, Inc., to provide testing services in the amount of $44,206.50 for the Canyon Falls Park project.
		Consent	Consider a recommendation for a proposed street name change for cul-de-sac immediately south of FM 1171 and west of Pocahontas to Navajo Bluffs Court for the 9100 – 9200 block to the Town Council. (Transportation Commission recommended approval by a vote of X to X at the November 10, 2020, meeting.)
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution accepting grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2020 Bulletproof Vest Partnership.

SCHEDULED	**12/7/2020**	Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 for adjustments to the ____ Fund, _____ Fund, _____ Fund and _____ Fund.
		Consent	Consider approval of the award of RFP No. 2021-3-A for Employee Basic Life Insurance & Accidental Death Insurance, Long Term Disability Insurance, Employee and Dependent Optional Life and Accidental Death Insurance to CIGNA Group Insurance in the estimated amount of TBD and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an increase to the annual purchase contract for flex base material from Big City Crushed Concrete, through a City of Lewisville contract (19-27-A) from an estimated total of $30,000.00 to an estimated total of $50,000.00.
		Consent	Consider approval of Change Order No. 1 for the High Road Water Line Replacement Phase III project, amending the contract with Muniz Construction, Inc., in the amount of $28,400.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 3 for the construction of the Kirkpatrick Lane 12-Inch Water Line Phase II project, amending the contract with A&M Construction and Utilities, Inc., to provide for an increase to the contract in the amount of $54,417.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of First Amendment to Professional Services Agreement for the Waketon Road at Timber Creek Drainage Improvements project, amending the agreement with Halff Associates, Inc. for an increase of $55,000.00, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of First Amendment to Professional Services Agreement for the East Waketon Road Drainage Improvements project, amending the agreement with Halff Associates, Inc. for an increase of $55,000.00, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 19-20.
		Consent	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, No. 04-20 and No. 23-20 for adjustments to the _____ Fund, _____ Fund, _____ Fund and _____ Fund.
		Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2019 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

SCHEDULED	**12/7/2020**	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on November 16, 2020, and approval of the minutes from a work session held on November 19, 2020.
		Regular	Public Hearing to consider an ordinance amending the zoning (ZPD20-0005 - Niagara Conservation) from an Agricultural (A) Zoning district to Planned Development District No.179 (PD-179) with Campus Industrial uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, “Topographical Slope Protection.” The property is generally located north of Enterprise Road and east of Old Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 9, 2020, meeting.)
		Regular	Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 300 Old Gerault Road.
		Regular	Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc., for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
		Regular	Consider approval of a Chapter 380 Agreement with Communications Test Design, Inc. for the economic development of Flowr Mound, and authorizations for the Mayor to execute same on behalf of Town.
		Regular	Public Hearing to consider a recommendation to amend the Town of Flower Mound Master Plan through the amendment of Section 9.0 Wastewater Plan, to adopt amendments and additions to the 2009 Wastewater Master Plan Update as a component of the Master Plan.
		Regular	Consider a request for a Development Plan (DP20-0004 – Grace Park) to develop a residential subdivision, with an exception to Section IV.C.5. of the Town’s Engineering Design Criteria requirement to provide a wet retention pond, and an exception to Chapter 32 of the Code of Ordinances regarding driveway spacing. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its November 9, 2020, meeting.)
		Regular	Public Hearing to consider an ordinance amending Section 8.0 - Water Plan of the Master Plan (MPA20-0002 - Water Plan) to adopt amendments and additions to the 2009 Water Master Plan Update as a component of the Master Plan. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 9, 2020, meeting.)
		Regular	Public Hearing to consider an ordinance amending Section 9.0 - Wastewater Plan of the Master Plan (MPA20-0003 - Wastewater Plan) to adopt amendments to the 2009 Wastewater Master Plan Update as a component of the Master Plan. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 9, 2020, meeting.)
		Regular	Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the work associated with the Engineering Standards and Details Update project, in the amount of $170,990.00; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	**12/7/2020**	Regular	Public Hearing to consider a recommendation to amend the Town of Flower Mound Master Plan through the amendment of Section 8.0 Water Plan, to adopt amendments and additions to the 2009 Water Master Plan Update as a component of the Master Plan.
		Regular	Consider approval of a Construction Agreement with DDM Construction Corporation for the Waketon Road (Cross Timbers Drive to 1,350 feet east of Chinn Chapel) project, in the amount of $4,796,507.45; and authorization for the Mayor to execute same on behalf of the Town.
	1/4/2021	Consent	Bruton-Orand @ FM 1171 Right Turn Lane - Construction Award
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Waketon Road (Cross Timbers Drive to 1,350’ East of Chinn Chapel) project, in the amount of $121,308.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	FM 1171 UPRR Quiet Zone Agreement
	3/1/2021	Regular	Consider approval of an ordinance amending the Town of Flower Mound’s Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. xx-xx for adjustments to the General Fund