

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

5/12/2021

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

6:00 P.M.

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

Please silence or turn off all electronic devices in Jody Smith Hall

A. **CALL MEETING TO ORDER**

B. **INVOCATION**

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

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

D. **PUBLIC COMMENT**

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

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

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

E. **ANNOUNCEMENTS**

1. Announcements from the mayor and council members

F. **ELECTION CANVASS**

1. Election Canvass- Consider approval of an ordinance canvassing returns and declaring results of a general election held May 1, 2021, for the purpose of electing Council Member Place 4, and providing an effective date.

G. **OATH OF OFFICE FOR NEWLY ELECTED OFFICIAL**

1. Administer Oath of Office to newly elected official and issue Certificate of Election.

H. **ANNOUNCEMENT FROM NEWLY ELECTED COUNCIL MEMBER, JIM ENGEL**

I. **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

J. CONSENT ITEMS

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

1. Minutes 4/19- Consider approval of the minutes from a regular meeting of the Town Council held on April 19, 2021.
2. Ambulance Purchase- Consider approval of the purchase of a Road Rescue, Type 1 Ambulance for the Fire and Emergency Services department from Siddons- Martin Emergency group, through Buy Board Contract #570-18, in the total amount of \$438,847.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Timber Creek Trunk Line- Consider approval for the CIPP rehabilitation of the existing sanitary sewer main related to the Timber Creek Trunk Line (Morris Road to Rawlings Street) project, from Insituform Technologies, LLC, utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through Buyboard, in the amount of \$775,773.25; and authorization for the Mayor to execute same on behalf of the Town.
4. CIP Amendment #3- Consider approval of Amendment No. 3 to the Fiscal Year 2020-2021 Capital Improvement Program.
5. Easement Abandonment- Consider approval of an ordinance vacating and abandoning the northern 2.25 feet of the existing 12.5 foot utility easement located along the southern property line of Lot 16, Block 2, of the Brandywine at Wellington subdivision, which lot is more commonly known as 4109 Napa Court.

K. REGULAR ITEMS

6. Waketon Rd Const. Award- Consider approval of a Construction Agreement with Ed Bell Construction Company for the Waketon Road (Cross Timbers Drive to 1,350 feet east of Chinn Chapel) project, in the amount of \$4,335,111.00; and authorization for the Mayor to execute same on behalf of the Town.

L. CLOSED MEETING

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

- a. Consultation with Attorney.
 1. Legal issues associated with municipal boundary adjustment/annexation and ESD service issues
 2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158

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

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

- 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.

M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 7, 2021, at 1:00 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

ELECTION CANVASS

DATE: May 12, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of an ordinance canvassing returns and declaring results of a general election held May 1, 2021, for the purpose of electing Mayor and Council Member Place 4, and providing an effective date.

BACKGROUND INFORMATION: A General Election was held on May 1, 2021, 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.

Town Charter 5.06. – Election by Majority.

At any regular or special election, the candidates in each place or office who shall have received the majority of votes cast in such election shall be declared elected. Should any candidate fail to receive the majority of votes for the office or place for which he is a candidate, the Council shall immediately order a runoff election to be held on a date in accordance with the laws of the State of Texas and as set by ordinance of the Town. At this special election, only the names of the two (2) candidates receiving the highest number of votes at the regular election, for the office or place for which they are candidates, shall be printed on the ballot and submitted to the qualified voters for election. The candidate receiving the majority of votes in the special election for the place or office for which he was a candidate shall be declared duly elected.

Since no mayoral candidate received 50% +1 of the votes, there will be a runoff election on June 5 between the candidates who received the highest number of votes (Derek France and Itamar Gelbman). The Town Council is scheduled to call that election at the May 17, 2021, meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith 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. -21**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 1, 2021, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBER PLACE 4, OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of Flower Mound, Texas (the "Town"), caused to be published in accordance with the laws of the State of Texas, notice of the election held May 1, 2021, for the election of a mayor and council member place 4, of the Town; 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 May 1, 2021, 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 May 1, 2021, 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 7045 valid and legal votes, of which 4,427 were cast early, and 2618 were cast on election day; and that each of the candidates in said election received the following votes:

MAYOR

Candidate	Early Voting	Election Day	Total*	Percentage
Cheryl Moore	682	538	1,220	17.41%
Stephanie Bell	593	341	934	13.33%
Jehangir "JR" Raja	156	154	310	4.42%
Derek France	1,794	1,058	2,852	40.71%
Itamar Gelbman	1,176	514	1,690	24.12%

COUNCIL MEMBER, PLACE 4

Candidate	Early Voting	Election Day	Total*	Percentage
Jim Engel	3,294	1,907	5,201	100%

**Denton and Tarrant County total*

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 May 1, 2021, council member place 4, subject to the taking of the oaths as provided by the laws of the State of Texas, are as follows:

Council Member, Place 4 Jim Engel Three Year Term

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

There being no majority of votes for the position of Mayor and the two candidates receiving the highest and second highest number of votes and who shall be the candidates in a runoff election on June 5, 2021, are as follows:

**Derek France
Itamar Gelbman**

SECTION 6

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 12TH DAY OF MAY 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Flower Mound Cumulative**Denton County****Unofficial Results****Registered Voters**

7011 of 53310 = 13.15%

Precincts Reporting

17 of 17 = 100.00%

General & Special Elections

5/1/2021

Page 1

Run Time 1:34 PM

Run Date 05/04/2021

Town of Flower Mound Mayor - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Cheryl Moore		7	19.44%	674	15.50%	538	20.78%	1,219	17.48%
Stephanie Bell		5	13.89%	585	13.46%	337	13.02%	927	13.30%
Jehangir "JR" Raja		1	2.78%	155	3.57%	154	5.95%	310	4.45%
Derek France		8	22.22%	1,772	40.76%	1,047	40.44%	2,827	40.55%
Itamar Gelbman		15	41.67%	1,161	26.71%	513	19.81%	1,689	24.23%
Cast Votes:		36	100.00%	4,347	100.00%	2,589	100.00%	6,972	100.00%
Undervotes:		0		26		12		38	
Overvotes:		0		0		1		1	

Town of Flower Mound Councilmember, Place 4 - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jim Engel		22	100.00%	3,261	100.00%	1,896	100.00%	5,179	100.00%
Cast Votes:		22	100.00%	3,261	100.00%	1,896	100.00%	5,179	100.00%
Undervotes:		14		1,112		706		1,832	
Overvotes:		0		0		0		0	

*** End of report ***

Cumulative Report**Tarrant County****Official Results****Ballots Cast**

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Joint General and Special Elections

Run Time 8:00 AM

5/1/2021

Run Date 05/10/2021

Page 1

Town of Flower Mound Mayor, Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Cheryl Moore		0	0.00%	1	5.56%	0	0.00%	1	2.94%
Stephanie Bell		0	0.00%	3	16.67%	4	25.00%	7	20.59%
Jehangir "JR" Raja		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Derek France		0	0.00%	14	77.78%	11	68.75%	25	73.53%
Itamar Gelbman		0	0.00%	0	0.00%	1	6.25%	1	2.94%
Cast Votes:		0	0.00%	18	100.00%	16	100.00%	34	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Flower Mound Councilmember, Place 4, Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jim Engel		0	0.00%	11	100.00%	11	100.00%	22	100.00%
Cast Votes:		0	0.00%	11	100.00%	11	100.00%	22	100.00%
Undervotes:		0		7		5		12	
Overvotes:		0		0		0		0	

*** End of report ***



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: May 12, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 19, 2021.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 19, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 4.19

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 19TH DAY OF APRIL 2021, 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
Jim Engel	Mayor Pro Tem
Ben Bumgarner	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Sandeep Sharma	Councilmember Place 2
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Interim Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Assistant Town Manager/Town Engineer

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Mike Liles gave the invocation and Mayor 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 or stated)
1.	Tanner Wilson, 4925 Creekwood Dr	Ice Rink
2.	Si Simonson, 3104 Native Oak Dr	Veterans Liaison Board
3.	Kevin Bryant, 3513 Castlewood Ct	Veterans Liaison Board
4.	Paul Stone, 4100 Broadway	Veterans Liaison Board
5.	Patrick Martin, 4700 Oak Springs Dr	Veterans Liaison Board
6.	Warner Watkins, 2800 London Ln	Veterans Liaison Board

E. ANNOUNCEMENTS

Councilmember Martin announced its Patriot's Day and expressed appreciation for those that served our country.

Mayor Pro Tem Engel had the following announcements:

- Early and election day voting information
- Flower Mound High School girls' soccer team won the 6A state title
- Flower Mound/Marcus High School hockey club won state

Councilmember Sharma announced the May 8th Art in the Park Festival.

Mayor Dixon asked election judge Doug Brown to report on the curbside voting process.

F. TOWN MANAGER'S REPORT

Ms. Wallace provided an update on the following projects:

1. Capital improvement projects
 - Forest Vista reconstruction
 - Hound Mound parking
2. Economic Development projects
 - New, coming soon, or expanding businesses
3. Financial update
 - Sales tax and other revenue collected, projections, and expenditures

G. FUTURE AGENDA ITEMS

1. There were no future agenda item request.

H. COORDINATION OF CALENDARS

Mayor Dixon announced the following meeting dates:

- A regular meeting is scheduled for Wednesday, May 12 to canvass the election
- A regular meeting is scheduled for Monday, May 17

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on April 5, 2021.
2. Consider approval of the minutes from the Joint Town Council/Planning & Zoning Commission work session held on April 15, 2021.
3. 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 and amended by Ordinance No. 37-20 and No. 09-21 for adjustments to the General Fund, Community Development Block Grant Fund, and COVID-19 Fund.

ORDINANCE NO. 18-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021, AS ADOPTED BY ORDINANCE NO. 27-20 AND AMENDED BY ORDINANCE NO. 37-20 AND NO. 09-21, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, AND COVID-19 FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. Consider postponement to the May 17, 2021, Town Council meeting of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), at 300 Old Gerault Road, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council postponed this item at its December 7, 2020, and January 4, February 1, March 1, and April 5, 2021, meetings.)
5. Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project, in the amount of \$40,353.50; and authorization for the Mayor to execute same on behalf of the Town.

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

VOTE ON MOTION:*Motion passed***AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON****NAYS: NONE****J. REGULAR ITEMS**

6. Public Hearing to consider an ordinance granting Specific Use Permit No. 468 (SUP21-0002– 4408 Glen Oaks Drive Accessory Dwelling) to permit an accessory dwelling. The property is generally located north of Cross Timbers Road and east of Glen Oaks Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 12, 2021, meeting.)

Staff Presentation

- General and detailed location
- Land use and zoning
- Concept plan
- Photos of subject site
- Existing accessory dwelling regulations
- Primary dwelling
- Concept elevations

and she responded to questions from Council regarding:

- Future platting

Mayor Dixon opened the Public Hearing at 6:33 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 6:33 p.m.

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

ORDINANCE NO. 19-21

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 468 (SUP-468) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 1R2, BLOCK A OF WILSON-FREEMAN ADDITION AND ZONED AGRICULTURAL DISTRICT (A); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

7. Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2021, in the principal amount not to exceed \$10,250,000, for the purpose of paying for Waterworks and Sewer system improvements.

Staff Presentation

Ms. Wallace provided background information as well as the purpose of the item.

John Martin, Hilltop Securities

Mr. Martin provided background information on the services provided by Hilltop Securities and responded to questions from Council regarding:

- Interest rates

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

RESOLUTION NO. 11-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

8. Public Hearing to consider an ordinance for rezoning (ZPD20-0006 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with both residential and non-residential uses to modify approved development standards related to the phasing of this development. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval with a modified motion by a vote of 4 to 2 at its March 22, 2021, meeting.) (The Town Council moved to postpone this item to April 19, 2021, by a vote of 5 to 0 at its April 5, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Background information
- General and detailed location
- Land use and zoning
- Approved concept plan and site plan, including the landscape plan
- Site photos
- Concept Phase I landscape plan
- Lot 8x hardscape plan, lighting plan
- Lot 8x landscape plan comparison
- Outstanding issues
- Comparison of natural area
- Proposed ordinance
- Additional tree mitigation
- Next steps

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

- Plan comparison
- Quality of existing site conditions
- Maintenance
- Detention pond
- Flooding concerns
- Possible next steps

Town Council recessed at 7:12 p.m. and reconvened at 7:17 p.m.

Applicant Presentation

Tim Nystrom, Newstream
Scott Minnis, McAdams

Mr. Nystrom outlined their plan for the natural areas, and he, or Mr. Minnis responded to questions from Council regarding:

- Clean up and maintenance plans for the natural area
- Detention pond

The applicant proposed to clean out a 12' x 12' area to represent what they mean by natural state.

Council Discussion

There was Council discussion regarding:

- Concessions for sidewalks
- Concerns regarding landscaping and maintenance
- Interest in having an ordinance that both the applicant and staff are comfortable with

Mayor Dixon opened the Public Hearing at 7:39 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 7:39 p.m.

Councilmember Pierson moved to postpone item 8 to the May 17, 2021 meeting. Councilmember Martin seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

L. BOARDS/COMMISSIONS(Pre-Council Room)

Administrative Note: This item was discussed in Jody Smith Hall and not the Pre-Council room.

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

9. Discuss and consider amending resolution No. 05-21 that established the Veterans Liaison Board, including member appointments.

Staff Presentation

Ms. Scott provided background information regarding the item, and she, or Mr. Meredith responded to questions from Council regarding:

- Language clarification

Council Discussion

There was Council discussion regarding:

- Council has two choices:
 - 1) modify the requirements for serving on the board or
 - 2) remove Mr. France from the board and hold the position open or name a replacement
- Whether to keep the language as is or modify the language to allow for non-Veteran members to serve on the board, including whether the non-Veteran members should be restrictive to spouses or dependents or anyone with a sincere desire to work with Veterans
- Credentials verification

Councilmember Pierson moved to amend Resolution 05-21 to allow for one civilian member of the six members appointed by the majority vote of the Town Council to serve on the Veterans Liaison Board effective immediately. Deputy Mayor Pro Tem Bumgarner seconded the motion.

RESOLUTION NO. 12-21

A RESOLUTION TO MODIFY THE VETERANS LIAISON BOARD FOR THE TOWN OF FLOWER MOUND, AND TO REDEFINE THE MEMBER QUALIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, BUMGARNER

NAYS: MARTIN, SHARMA

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:23 p.m. on April 19, 2021, 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 8:46 p.m. on April 19, 2021, to take action on the items as follows:

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

No action taken.

- b. Consultation with Attorney.

1. Legal issues associated with municipal boundary adjustment/annexation and ESD service issues.

No action taken.

- 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.

No action taken.

- 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.

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:46 p.m. on Monday, April 19, 2021, 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 : May 12, 2021

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of the purchase of a Road Rescue, Type 1 Ambulance for the Fire and Emergency Services department from Siddons- Martin Emergency group, through Buy Board Contract #570-18, in the total amount of \$438,847.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Fire and Emergency Services Department is requesting the purchase of (1) Road Rescue Ultra Medic Type 1 Ambulance per Town of Flower Mound Specifications from Siddons Martin Emergency group. Proposal in the amount of \$438,847.00 from Siddons-Martin Emergency Group through Buy Board Contract #570-18. The vehicle is part of the approved Fiscal Year 2020-2021 Vehicle Equipment Replacement Fund (VERF) budget and replaces a 2012 Ford F450 (Unit # 6100-11) Horton Ambulance. Delivery of the Ambulance is expected within 13 months after receipt of the order. Siddons-Martin is offering a trade-in allowance.

Pricing Summary/Breakdown

Vehicle Price:	\$ 455,047.00
Trade-in of Unit 6100-11 with stretcher	<u>(\$ 17,000.00)</u>
Unit Total	\$ 438,047.00
Sub Total	\$ 438,047.00
Plus Buy Board 570-18	<u>\$ 800.00</u>
Total:	\$ 438,847.00

FISCAL IMPACT: \$ 438,847.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$438,847.00	565-450-845000-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Siddons- Martin Emergency Group proposal
2. Bid Award Recommendation

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

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

April 16, 2021

Eric Greaser, Fire Chief
FLOWER MOUND FIRE DEPARTMENT
3911 S BROADWAY AVE
FLOWER MOUND, TX 75028



Proposal For: 2021 Road Rescue Ford F550 4x4

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to FLOWER MOUND FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB FLOWER MOUND FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 0026 - Road Rescue Ford F 550 Type 1	
(Unit Price - \$455,047.00)	
Delivery within 12-13 months of order date	
QUOTE # - SMEG-0001492-8	
	Vehicle Price \$455,047.00
2012 - Ford - F450 - Horton (\$17,000.00)	
	0026 - UNIT TOTAL \$438,047.00
	SUB TOTAL \$438,047.00
	BuyBoard 570-18 \$800.00
	TOTAL \$438,847.00

Price guaranteed until 6/4/2021

Additional: The delivery of this unit(s) is subject to chassis availability and signed work order confirmation by the Flower Mound Fire Department and Siddons-Martin Emergency Group.

Price includes additional paint and graphics as requested.

Additional features added include

Magnetic Plymovent exhaust tip

MDT docking station as specified.

Zoll X Series Monitor/Defibrillator

Stryker Power Pro 6506 Stretcher

Stryker Stair Pro 6252

Lucas 3, 3.1 Chest Compression System

Also included are the following EMS kits and equipment:

Blue kit - 2521-35004
 EZIO kit - 58713-019-pouch
 IV kit - 68101s
 Meds kit - 2524-03618
 Red kit - 2521-00418
 Deluxe Extremity Vacuum Splint Set Red/Orange - DL80100
 Curaplex AIR TRANSPORT VACUUM SPINE BOARD (VSB) 6FT KIT W/ HAND/FOOT VACUUM PUMP AND CARRYING CASE - MT90001
 Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 300ml - 2221-61088
 CONVERTER FOR SMITHWORKS MEDICAL PRODUCTS, CONVERT 120V AC - 12V DC POWER SUPPLY, REMOVABLE P - 12VRFE
 Backboard/Split Litter, CombiCarrier II, incl 4 two-piece Speed Clip Straps - 3245-20016
 Curaplex Pedi Board with Black Case, Immobilization for Children 25-54 in (10-85lbs) - 36111
 SOFT SACK IV FLUID WARMER, HOLDS UP TO 3 LITERS - 12VSS3L02
 Child Transport, Ferno Pedi-Mate Plus, Designed for Children 4.5 to 43.5 kg (10-100 lb) - 3250-11503
 Child Transport, Ferno Neo Mate, Designed for Infants 3 to 6 kg (7-14 lb) *RED* - 3250-11603

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Randy Overton

Randy Overton

I, _____, the authorized representative of FLOWER MOUND FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



Bid Award Recommendation

Date: 04/20/2021

Description: **2021 Road Rescue F550 DRW 4x4 Type 1 Ambulance**

Qty.: 1

Replaces: 6100-11, a 2012 F450 DRW 4x2 Horton Ambulance

Bidder: Siddons-Martin Emergency Group LLC, Quote # SMEG-0001492-8. Contact is Randy Overton, roverton@siddons-martin.com

Item: 1 – 2021 Road Rescue Ford F550 4x4 Type 1 Ambulance with Emergency Equipment Package as per TOFM Spec. To include trade in allowance on current 2012 Ford F450 Horton Ambulance 6100-11 of \$17,000.00.

Total Cost of Vehicles, Equipment & Installation:	\$455,847.00
	<u>-\$17,000.00</u>
	\$438,847.00

It is Fleet Services recommendation to award the bid to **Siddons-Martin Group, LLC** in the amount of **\$438,847.00** utilizing the **BuyBoard Cooperative Contract # 570-18**.

04/20/2021

Fleet Services Manager

Date



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: May 12, 2021

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

ITEM: Consider approval for the CIPP rehabilitation of the existing sanitary sewer main related to the Timber Creek Trunk Line (Morriss Road to Rawlings Street) project, from Insituform Technologies, LLC, utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through Buyboard, in the amount of \$775,773.25; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Timber Creek Trunk Line (Morriss Road to Rawlings Street) project consists of the Cured-In-Place Pipe (CIPP) rehabilitation of an existing 15" sanitary sewer main, roughly 6500', that extends through the Timbercreek Community #3, Timbercreek Community #4, Royal Oaks, & Morris Road Park subdivisions east of Morriss Road between Kirkpatrick Lane and just north of Eaton Street. All manholes located within the project limits will also be rehabilitated with a modified polymer interior coating and injection grouted as needed to mitigate any existing leakage.

On April 20, 2020, Insituform Technologies, LLC was awarded, by Town Council, \$49,355.00 for cleaning and Closed Circuit TV video of the existing 15" sanitary sewer main. This information was provided back to the Town in a report to help improve the understanding of the existing condition of the sanitary sewer main and assisted in generating what should be included in this current phase of the project scope.

The services Insituform Technologies, LLC is providing will repair the deteriorated sanitary sewer infrastructure and improve functionality of this critical sanitary sewer trunk main.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Buyboard Proposal for the CIPP rehabilitation of the existing sanitary sewer main would remove the ability of Town staff to repair deteriorated sanitary sewer infrastructure.

FISCAL IMPACT: \$775,773.25

Proposed Expenditure/(Revenue):	Account Number(s):
\$775,773.25	630-970-98702

Total project cost is \$1,875,000. Funding sources are:

- Utility debt \$ 1,875,000

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

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

ATTACHMENTS:

1. Insituform Buyboard Proposal

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



1103 Postwood Dr.
Corinth, TX 76210
www.insituform.com

Name: Tim Peterie
Phone: 214-317-0950

Fax: 940-498-0265
Email: tpeterie@insituform.com

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

April 29, 2021

ACES#: AAJA-ZF1148

Mr. Blake Hummel, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028-1820

Buyboard Proposal

Project Name: **Town of Flower Mound, TX – Timbercreek 15" Sewer Rehab
Sewer Rehab by CIPP from Morriss to Rawlings**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps and other information presented by the Town of Flower Mound) utilizing the Local Purchasing Cooperative Contract #635-21, administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. The design is based on a Fully Deteriorated condition with a 100-year design life. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon. **It should be noted that Insituform has already completed a preliminary TV and clean assessment of the lines and all quantities are based on those findings. Insituform will do a final TV and clean prior to lining each segment and after obstruction removals and to address the missing pipe segments.**

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those, which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected internally using the Insitucutter. Specific service connections will not be reconnected only when written directions are received from the Owner. To the extent allowed by Texas law, the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from all claims arising from backups and other effects from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service internally, then the connection will need to be externally reconnected at no cost to Insituform or by change order.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. The Owner shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

Insituform will supply the Town of Flower Mound 2-year Maintenance, Payment, and Performance Bonds (if required), and Certificate of Insurance following acceptance of this proposal.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

- Special:**
1. **Water shall be provided as noted above.**
 2. **Insituform expects to complete the work in approximately 120 days.**
 3. **Manhole rehabilitation by Spectrashield, who will provide a 10-year warranty.**

April 30, 2021

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PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Travel & Mobilization – Clean/TV Crew	1	EA	\$3,000.00	\$3,000.00
2	15" Clean/TV Sanitary Sewer (after obstruction removals)	2,616	LF	\$2.00	\$5,232.00
3	Root/Grease Removal 15"	324	LF	\$10.00	\$3,240.00
4	Tuberculation Removal	750	IN-DIA/LF	\$2.00	\$1,500.00
5	Other Remote Obstruction Removal (max 3 LF)	39	EA	\$325.00	\$12,675.00
6	Travel & Mobilization – CIPP Crew	1	EA	\$7,500.00	\$7,500.00
7	15" x 7.5mm CIPP	6,409	LF	\$60.00	\$384,540.00
8	15" Additional 1.5mm	705	LF	\$5.00	\$3,525.00
9	15" CIPP Setup Charge Per Install Length	6,409	LF	\$17.50	\$112,157.50
10	Non-Standard Resin System Add-on (VE resin for PVC)	6,765	IN-DIA/LF	\$0.85	\$5,750.25
11	Internal Service Reconnects	57	EA	\$250.00	\$14,250.00
12	15" Post TV Inspection After Rehabilitation	6,409	LF	\$1.00	\$6,409.00
13	Set Up 4" Pump (Per Pump)	20	EA	\$250.00	\$5,000.00
14	Set Up 4" Piping	3,599	LF	\$0.50	\$1,799.50
15	Operate 4" Pumping System (fuel & maint)	15	DAY	\$200.00	\$3,000.00
16	Set Up 6" Pump (Per Pump)	14	EA	\$850.00	\$11,900.00
17	Set Up 6" Piping	2,810	LF	\$2.00	\$5,620.00
18	Operate 6" Pumping System (fuel & maint)	10	DAY	\$650.00	\$6,500.00
19	Traffic Control	30	DAY	\$350.00	\$10,500.00
20	Sod	10	SY	\$20.00	\$200.00
21	Repair/Rehab Wooden Fence With New	60	LF	\$30.00	\$1,800.00
22	Travel & Mobilization – MH Rehab Crew	1	EA	\$4,500.00	\$4,500.00
23	Manhole Rehabilitation – Modified Polymer (Spectrashield)	5,600	SF	\$21.00	\$117,600.00
24	Injection Grouting (as needed for leak mitigation)	5	GAL	\$325.00	\$1,625.00
25	Bonds (2 Year Maintenance)	1	LS	\$15,950.00	\$15,950.00
26	Owner's Contingency Allowance	1	AL	\$30,000.00	\$30,000.00
TOTAL					\$775,773.25

Note: A Tax-Exempt certificate will need to be provided prior to mobilization.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Initial pipeline cleaning of segments not completed in previous phase to include normal debris and deposits. Root/grease and tuberculation removal is included for conditions found in previous phase.
3. Bypass pumping.
4. Traffic control.
5. Internal service connections.
6. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
7. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
8. Insitutube wetout using 400,000 Flexural Modulus Polyester resin, inversion, curing, and finishing.
9. Vinylester resin for PVC line segments only.
10. Manhole rehabilitation using Spectrashield (33 manholes).
11. Confined space safe entry practices.

April 30, 2021

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12. Two-year standard construction warranty. Ten-year for manhole rehab directly from manufacturer.
 13. Two-year Maintenance Bond.
 14. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) If preliminary video inspection of the pipe interior not included in the initial phase indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by change order or allowance, if approved by the Owner.
- b) Additional mobilizations and/or setups may apply due to point repairs, obstruction removals, or delays out of our control.
- c) Manual operation of any pumping and/or metering stations.
- d) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- e) Legal dumpsite for debris resulting from pipes cleaning.
- f) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- g) Manhole installation, rehabilitation, and/or replacement.
- h) Project permits and/or local licenses will be provided by the Owner or Engineer.
- i) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

- a) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- b) CONSEQUENTIAL DAMAGES related to or arising out of this contract shall be limited to 1.5 times the contract value or \$1,162,000.
- c) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- d) Quantities are estimated. Unit prices apply for actual invoice and payment.
- e) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- f) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- g) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.

April 30, 2021

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OFFERED BY:**ACCEPTED BY:**

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

SIGNATURE**DATE**TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER

NAMEREVIEWED BY:
ANDY OZMENT
AREA MANAGER

TITLE

ORGANIZATIONcc: Ben Hawkins
Josh Awalt



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 12, 2021

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

ITEM: Consider approval of Amendment No. 3 to the Fiscal Year 2020-2021 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2020-2021 Capital Improvement Program (CIP) Amendment No. 2, was approved by Town Council March 1, 2021. The proposed CIP Amendment No. 3 for FY 2020-2021 would increase the currently adopted General Capital budgeted expenditures from \$10,001,800 to \$10,076,800; the Utility Funds decrease from \$21,913,600 to \$15,238,100.

FISCAL IMPACT:

Proposed CIP:

FY 2020-2021:	General Capital Projects	\$10,076,800
	Utility Capital Projects	\$15,238,100

Five-Year CIP Plan:	General Capital Projects	\$233,447,208
	Utility Capital Projects	\$215,982,790

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. 3 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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

Project Modification Listing

Attachment 1

FY 2020-2021 - CIP Amendment 3

May 12, 2021

General Funds

Facilities	Description	FY 20-21	5 Yr CIP
Gibson-Grant Log Cabin Reconstruction	Due to many unforeseen obstacles and costs, associated with underground issues to access the Town's Sewer System, we request an additional \$75,000 of Project Savings, for future Contingency associated with the Log Cabin Reconstruction itself	\$75,000.00	\$75,000.00
Total Facilities Impact		\$75,000.00	\$75,000.00
Total General Fund Impact		\$75,000.00	\$75,000.00

Utility Funds

Water Project(s)	Description	FY 20-21	5 Yr CIP
High Road Water Line Replacement Phase II	Reduce FY 2020-21 Debt Sale, from \$2,850,000 to no Debt Sale	(\$2,850,000)	(\$2,850,000)
US 377 and FM 1171 Water Line Loop/Relocation	Reduce FY 2020-21 Debt Sale, from \$5,090,500 to \$2,500,000	(\$2,590,500)	(\$2,590,500)
Total Water Impact		(\$5,440,500)	(\$5,440,500)

Wastewater Project(s)	Description	FY 20-21	5 Yr CIP
Lift Station Improvements and Decommissioning Phase III	Reduce FY 2020-21 Debt Sale, from \$980,000 to \$564,500	(\$415,500)	(\$415,500)
Oak Street Lift Station and Force Main Phase IV	Reduce FY 2020-21 Debt Sale, from \$500,000 to \$380,500	(\$119,500)	(\$119,500)
Wastewater Treatment Plant Master Plan	Due to additional complexities necessary for plant modelling and recent state regulation treatment changes, increase budget by \$300,000 of Wastewater Impact Fees.	\$300,000	\$300,000
Timber Creek Trunk Line (Morris Road to Rawlings Street)	Reduce FY 2020-21 Debt Sale, from \$1,575,000 to \$575,000	(\$1,000,000)	(\$1,000,000)
Total Wastewater Impact		(\$1,235,000)	(\$1,235,000)
Total Utility Fund Impact		(\$6,675,500)	(\$6,675,500)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 3
5/12/2021

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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	1,800	-	-	-	-	90,000	181,800	181,800	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	\$ 1,606,800	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 104,492,125	\$ 66,613,685		\$ 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 3
5/12/2021

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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	-		-		-	-	-	-	-	-
Morris 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
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Other Sources
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4. Decision Package
5. Developer Agreement(s)
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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 3
5/12/2021

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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 Grand) **	-	-	-	-	-	-	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 Conlly St)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-	-	-	-
Morriss Road Panel Replacement (FM 3040 to FM 1171) **	4,040,000	-	-	-	-	-	-	4,040,000	4,040,000	8	-	-	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	370,000	-	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.)
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8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 3
5/12/2021

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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		-		-		-	-	-	-
Gibson-Grant Historic Cabin Restoration	1,575,593	75,000	-		-	-	-	1,650,593	1,562,593	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	\$ -	\$ -
SUBTOTAL	\$ 28,946,968	\$ 75,000	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -	\$ 42,678,968	\$ 6,473,968	#####	\$ 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)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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					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 Improvements Phase II	-	-	-	-	1,200,000	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6.8	-	-	-	-	-	-	-
Canyon Falls Park	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 system; 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	-	-	-	-	-	-	-
Rheudasal Park Improvements	2,600,000	300,000	-	-	-	-	-	2,900,000	2,900,000	6.8	-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	275,000	275,000	8	-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tables, 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	\$ 4,585,000	\$ 3,600,000	\$ 8,325,000	\$ 11,625,000	\$ 7,050,000	\$ -	\$ 46,675,000	\$ 46,675,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 93,311,071	\$ 10,001,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,685,000	\$ 40,234,337	\$ 233,372,208	\$ 157,483,767	\$ 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	\$ 10,076,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,685,000	\$ 40,234,337	\$ 233,447,208	\$ 157,558,767	#####	\$ 30,806,440	#	\$ 45,082,000	#	\$ -	\$ 7,857,000	\$ 17,255,000

** Project Includes ADA Improvements
75,000

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 3
5/12/2021

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					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 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	1,800	-	-	-	-	-	65,800	65,800	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
Morris Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-
Morris Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-
Morris 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	-	-	-	-
Morris 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	-	-	-
Morris Road Water Lines Phase IV (Waketon to FM 407)	-	-	350,000	2,500,000	-	-	-	2,850,000	-	-	-	2,850,000	-	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	-	-	-	-	-
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	-	-	-	300,000	900,000	-	-	-	-
Timber Creek Water Line Replacement Phase III	-	-	-	-	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	-	-	-	-
US 377 at FM 1171 Water Line Loop/Relocation	-	2,909,500	2,590,500	-	-	-	-	5,500,000	409,500	0	-	5,090,500	2,500,000	2,590,500	-	-	-
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	-
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	-
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
Wood Creek Circle Water Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
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	\$ 15,916,800	\$ 5,395,000	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 135,095,705	\$ 27,380,205		\$ 16,735,000	\$ 90,980,500	\$ 12,190,500	\$ 4,490,000	\$ 4,855,000	\$ 3,070,000	\$ 8,350,000
SUBTOTAL	\$ 26,628,905	\$ 10,476,300	\$ 10,835,500	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 135,095,705	\$ 27,380,205		\$ 16,735,000	\$ 90,980,500	\$ 6,750,000	\$ 9,930,500	\$ 4,855,000	\$ 3,070,000	\$ 8,350,000

** 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 3
5/12/2021

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								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
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
FY 2020-2021 Amendment 3
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WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029							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	1,800	-	-	-	-	-	65,800	65,800	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	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	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase III	-	564,500	415,500	-	-	-	-	980,000	-	-	-	980,000	564,500	415,500	-	-	-	-	-
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 IV	-	380,500	1,919,500	-	-	-	-	2,300,000	150,000	0	-	2,150,000	380,500	1,769,500	-	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	-	-	2,500,000	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris 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 (Morris Road to Rawlings Street)	300,000	1,575,000	-	-	-	-	-	1,875,000	-	-	300,000	1,575,000	1,575,000	-	-	-	-	-	-
Timber Creek Trunk Line (Morris Road to Rawlings Street)	300,000	575,000	-	-	-	-	-	875,000	-	-	300,000	575,000	575,000	-	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	760,000	-	-	-	760,000	-	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morris)	-	-	-	-	-	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 Master Plan	-	430,000	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	-	13,000,000	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-	-
Wellington Interceptor 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	-	-
Wood Creek Circle Sewer Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 30,491,285	\$ 5,296,800	\$ 3,490,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,975,085	\$ 5,913,585	-	\$ 28,485,000	\$ 40,576,500	\$ 4,845,000	\$ 3,335,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000	
SUBTOTAL	\$ 30,491,285	\$ 4,061,800	\$ 4,025,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,275,085	\$ 6,213,585	-	\$ 28,485,000	\$ 39,576,500	\$ 3,310,000	\$ 3,870,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000	
		(1,235,000)	535,000					(700,000)											
GRAND TOTAL UTILITY FUND	\$ 59,912,190	\$ 21,913,600	\$ 10,755,000	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 216,682,790	\$ 38,235,790	-	\$ 45,220,000	\$ 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	\$ 15,238,100	\$ 16,730,500	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 215,982,790	\$ 38,535,790	-	\$ 45,220,000	\$ 132,227,000	\$ 10,060,000	\$ 15,470,500	\$ 5,671,500	\$ 8,470,000	\$ 14,370,000	\$ 78,185,000	
** Project Includes ADA Improvements		(6,675,500)	5,975,500					(700,000)											
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 3
5/12/2021

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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	1,800	-	-	-	-	90,000	181,800	181,800	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	\$ 1,606,800	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 104,492,125	\$ 66,613,685		\$ 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 3
5/12/2021

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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	-		-		-	-	-	-	-	-
Morris 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
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 3
5/12/2021

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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 Grand) **	-	-	-	-	-	-	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 Conlry 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.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 3
5/12/2021

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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								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	75,000	-		-	-	-	1,650,593	1,562,593	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	\$ 75,000	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -	\$ 42,678,968	\$ 6,473,968		\$ 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)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						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					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 Improvements Phase II	-	-	-	-	1,200,000	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6.8	-	-	-	-	-	-	-
Canyon Falls Park	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 system; 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	300,000	-	-	-	-	-	2,900,000	2,900,000	6.8	-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	275,000	275,000	8	-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tables; grill, trash cans; trees and irrigation	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-
Teahwood 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	\$ 4,585,000	\$ 3,600,000	\$ 8,325,000	\$ 11,625,000	\$ 7,050,000	\$ -	\$ 46,675,000	\$ 46,675,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 93,311,071	\$ 10,076,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,685,000	\$ 40,234,337	\$ 233,447,208	\$ 157,558,767	\$ 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

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 3
5/12/2021

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	NEW DEBT	DEBT SCHEDULE						
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					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	1,800	-	-	-	-	-	65,800	65,800	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	
Morris Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
Morris Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	
Morris 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	-	-	-	-	
Morris 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	-	-	-	
Morris 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	-	2,909,500	2,590,500	-	-	-	-	5,500,000	409,500	0	-	5,090,500	2,500,000	2,590,500	-	-	-	
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	-	
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	-	
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	
Wood Creek Circle Water Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
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	\$ 10,476,300	\$ 10,835,500	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 135,095,705	\$ 27,380,205		\$ 16,735,000	\$ 90,980,500	\$ 6,750,000	\$ 9,930,500	\$ 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)																		

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 3
5/12/2021

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								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
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 3
5/12/2021

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029							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	1,800	-	-	-	-	-	65,800	65,800	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	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	-	564,500	415,500	-	-	-	-	980,000	-	-	-	980,000	564,500	415,500	-	-	-	-	-
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	-	380,500	1,919,500	-	-	-	-	2,300,000	150,000	0	-	2,150,000	380,500	1,769,500	-	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	-	-	2,500,000	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morriess 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 (Morriess Road to Rawlings Street)	300,000	575,000	-	-	-	-	-	875,000	-	-	300,000	575,000	575,000	-	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	760,000	-	-	-	760,000	-	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morriess)	-	-	-	-	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	-	430,000	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	-	13,000,000	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-	-
Wellington Interceptor 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	-
Wood Creek Circle Sewer Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 30,491,285	\$ 4,061,800	\$ 4,025,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,275,085	\$ 6,213,585		\$ 28,485,000	\$ 39,576,500	\$ 3,310,000	\$ 3,870,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000	
GRAND TOTAL UTILITY FUND	\$ 59,912,190	\$ 15,238,100	\$ 16,730,500	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 215,982,790	\$ 38,535,790		\$ 45,220,000	\$ 132,227,000	\$ 10,060,000	\$ 15,470,500	\$ 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
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: May 12, 2021

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: Consider approval of an ordinance vacating and abandoning the northern 2.25 feet of the existing 12.5 foot utility easement located along the southern property line of Lot 16, Block 2, of the Brandywine at Wellington subdivision, which lot is more commonly known as 4109 Napa Court, Flower Mound, Texas, thereby reducing said easement upon and across this lot to a 10.25-foot utility easement; authorizing the Mayor to execute a Quitclaim Deed releasing the public ownership interest and control in the property; requiring a Hold Harmless Agreement; authorizing the Town Secretary to file the Quitclaim Deed and Hold Harmless Agreement in the deed records of Denton County; providing a severability clause; and providing an effective date. The Brandywine at Wellington subdivision is generally located at the Northwest corner of Bruton Orand Boulevard and Quail Run.

BACKGROUND INFORMATION: Todd and Karina Reinders, the current owners of Lot 16, Block 2, of the Brandywine at Wellington Addition, which lot is more commonly known as 4109 Napa Court, are requesting the vacation of the northern 2.25 feet of the existing 12.5-foot utility easement located along the southern property line. The 12.5-foot utility easement is not being utilized and all current utility providers within the Town have provided letters approving the abandonment of the utility easement described above within the Reinders property.

The current owners of the lot have agreed to the Hold Harmless Agreement for the abandonment of the northern 2.25 feet of the existing 12.5-foot utility easement. By signing the Hold Harmless Agreement, the owners will agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers, and employees from any loss, damage, liability, or judgment, including reasonable attorney fees and costs, on account of any damage to the property and injuries whatsoever to all persons that may arise as a result of the vacation, closing, and abandonment of the utility easement described above.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless Agreement
3. Quitclaim Deed

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE NORTHERN 2.25 FEET OF THE EXISTING 12.5-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE OF LOT 16, BLOCK 2, OF THE BRANDYWINE AT WELLINGTON ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, WHICH LOT IS MORE COMMONLY KNOWN AS 4109 NAPA COURT, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; REQUIRING A HOLD HARMLESS AGREEMENT; AUTHORIZING THE TOWN SECRETARY TO FILE THE QUITCLAIM DEED AND HOLD HARMLESS AGREEMENT IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Todd and Karina Reinders (the “Reinders”) are the sole and current owners of Lot 16, Block 2, of the Brandywine at Wellington subdivision, also known as 4109 Napa Court, Flower Mound, Texas (“Property”); and,

WHEREAS, the Reinders, have requested the Town of Flower Mound to abandon all rights, title, and interest to the northern 2.25 feet of the existing utility easement (“Utility Easement”) that burdens their Property; and,

WHEREAS, the Utility Easement is not being utilized and all current utility providers within the Town have consented to the abandonment of the utility portion of the Utility Easement or provided a waiver of use of the utility portion of the Utility Easement; and,

WHEREAS, the Town Council has determined that the Utility Easement is not useful or convenient to the public in general, that it therefore constitutes a public charge without a corresponding public benefit, and that the public would be better served and benefitted by its vacation and abandonment; and,

WHEREAS, in order to remove any question as to the continued interest or ownership of the public in Utility Easement, the Town desires to execute a quitclaim deed releasing all title, ownership, and control in the Utility Easement to the Reinders, owners of the title to the underlying property.

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

SECTION 1

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the said northern 2.25 feet of the existing Utility Easement as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the Town of Flower Mound is hereby authorized and empowered to execute, on behalf of the Town, a quitclaim deed releasing to the owners of title to the Property, all claims to title, ownership, or control of the Utility Easement described in Section 1 of this Ordinance ("Quitclaim Deed").

SECTION 3

As a condition precedent to the receipt of the Quitclaim Deed, the Reinders shall file with the Town Manager a fully executed hold harmless agreement on a form provided by the Town, which shall run with the Property and be binding on the Reinders and all successors-in-interest to the Property ("Hold Harmless Agreement").

SECTION 4

The Town Secretary is directed to file an original of the Quitclaim Deed and the Hold Harmless Agreement in the Deed Records of Denton County, Texas.

SECTION 5

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE _____ DAY OF MAY 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

TODD REINDERS and KARINA REINDERS ("OWNERS") are the sole and current owners of Lot 16, Block 2, of the Brandywine at Wellington subdivision, also known as 4109 Napa Court, Flower Mound, Texas. Owners have requested the Town of Flower Mound to abandon all rights, title and interest to the northern 2.25 feet of existing 12.5-foot utility easement located along the southern property line, as depicted in Exhibit "A" of Ordinance No. _____.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE ABOVE-DESCRIBED UTILITY EASEMENT, OWNERS DO HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN OF FLOWER MOUND, TEXAS, ITS AGENTS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, OR JUDGMENT, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ON ACCOUNT OF ANY DAMAGE TO PERSONS OR PROPERTY WHATSOEVER THAT MAY ARISE AS A RESULT OF THE VACATION AND ABANDONMENT OF THE ABOVE-DESCRIBED UTILITY EASEMENT.

It is agreed and understood that this Agreement shall be filed in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this ____ day of _____, 2021.

OWNERS:

Todd Reinders

Karina Reinders

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Todd Reinders, known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2021.

 NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Karina Reinders, known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that she executed the same for the purposes and consideration therein expressed and that she has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2021.

 NOTARY PUBLIC in and for the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the northern 2.25 feet of a 12.5-foot utility easement which is located on property located at 4109 Napa Court, Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the ____ day of May, 2021, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, TODD REINDERS and KARINA REINDERS own the underlying title to the hereinafter described Property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, GRANTOR, does hereby bargain, sell, release, vacate, abandon, and forever quitclaim unto TODD REINDERS and KARINA REINDERS, GRANTEES, and their heirs, successors, and assigns, all of GRANTOR's right, title, and interest, if any, in and to that portion of a utility easement described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of GRANTOR's right, title, and interest, if any, in and to the above-described vacated and abandoned portion of a utility easement unto the

GRANTEES, and their heirs, successors, and assigns forever, so that neither GRANTOR nor its successors or assigns shall have, claim, or demand any right, title, or interest in or to the vacated and abandoned portion of the utility easement and appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2021.

TOWN OF FLOWER MOUND

Steve Dixon, MAYOR

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, _____, Notary Public, on this day personally appeared Steve Dixon, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

(Seal)

NOTARY PUBLIC in and for the State of Texas



TOWN COUNCIL AGENDA ITEM NO. 6

REGULAR ITEM

DATE: May 12, 2021

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

ITEM: Consider approval of a Construction Agreement with Ed Bell Construction Company for the Waketon Road (Cross Timbers Drive to 1,350 feet east of Chinn Chapel) project, in the amount of \$4,335,111.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On April 7, 2021, bids were received and opened for the Waketon Road (Cross Timbers Drive to 1,350 feet east of Chinn Chapel), Bid 2021-53-B. Ed Bell Construction Company submitted the lowest qualified bid of the six responding bidders at a base bid of \$4,335,111.00.

This is a joint project with the Town of Double Oak. On April 20, 2020, an Interlocal Cooperation Agreement (ICA) with Double Oak was approved for the construction of the Waketon Road project. The ICA provided project funding from Double Oak for a not to exceed amount of \$2,966,904.87.

The Flower Mound section of the project includes the upgrade of approximately 1,550 linear feet of existing two-lane open ditch section asphalt roadway to a two-lane urban collector street section with an enclosed storm drainage system. The project also includes the installation of a roundabout at the Waketon Road/Chinn Chapel intersection. Flower Mounds proportional share of the construction award is \$2,034,684.25.

The Double Oak section of the project includes the upgrade of approximately 2,550 linear feet of existing two-lane open ditch section asphalt roadway to a two-lane urban collector street section with an enclosed storm drainage system. Double Oak's proportional share of the construction award is \$2,300,426.75, less than the not to exceed amount provided for in the ICA.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the construction agreement would result in Waketon Road within Flower Mound not being replaced and continuing to deteriorate. If construction is completed in the future, costs may increase.

FISCAL IMPACT: \$4,335,111.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$2,034,684.25	308-103-70465
\$2,300,426.75	506-220-70465

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

Total project cost is \$ 8,466,905 Funding sources are:

- Interlocal \$ 2,966,905
- Escrow \$ 60,839
- TIRZ \$ 5,209,161
- Tax debt \$ 230,000

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. Verified Bid Tabulation
2. Construction Agreement

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



Town of Flower Mound
Bid Tabulation

Bid No: 2021-53-B – Waketon Road (Cross Timbers Drive to 1,350' East of Chinn Chapel)

Bid Opening: 4/7/2021 at 11:00 AM

Company	Total Section I Bid	Total Section II Bid	Grand Total Section I plus Section II Bid
Ed Bell Construction Co	\$ 2,300,426.75	\$ 2,034,684.25	\$ 4,335,111.00
DDM Construction Corporation	\$ 2,363,111.90	\$ 1,987,259.30	\$ 4,350,371.20
New World Contracting LLC	\$ 2,419,921.00	\$ 1,939,099.00	\$ 4,359,020.00
Ragle, Inc	\$ 2,405,069.00	\$ 2,082,973.40	\$ 4,488,042.40
Tiseo Paving Company	\$ 2,651,984.62	\$ 2,179,144.40	\$ 4,831,129.02
Pavecon Public Works LP	\$ 2,789,950.08	\$ 2,340,340.80	\$ 5,130,290.88

****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: April 7, 2021

TOWN OF FLOWER MOUND**Waketon Road
(Cross Timbers Drive to 1,350' East of Chinn Chapel)****Bid # 2021-53-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 12th day of May, 2021, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Ed Bell Construction Company, 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:

Waketon Road
(Cross Timbers Drive to 1,350' East of Chinn Chapel),
Bid # 2021-53-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 **Four Million Three Hundred Thirty-Five Thousand One Hundred Eleven Dollars and 00 cents (\$4,335,111.00)** 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 Three hundred and seventy (370) calendar days, and final completion of Four hundred (400) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In

addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled

to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for

labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of One Thousand and Zero/One Hundredths Dollars (\$1,000.00) 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 One Thousand and Zero/One Hundredths Dollars (\$1,000.00) 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

CONTRACTOR

Steve Dixon, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

_____ (Position)

Town Council Future Agenda Items



SCHEDULED	5/17/2021	Calendar	Special Council meeting on June 15th to canvass the June 5th Runoff Election.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 12, 2021.
		Consent	Consider approval of a candidate nomination for appointment to the Denco Area 9-1-1 District Board of Managers.
		Consent	Consider approval of a resolution of the Town of Flower Mound, Texas calling for a runoff election to be held on June 5, 2021, for the office of Mayor; establishing procedures for conduct of the election.
		Consent	Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor.
		Consent	Consider acceptance of grant funds and execution of an Interlocal Cooperation Agreement with the North Central Texas Council of Governments for the 2020 Incident Management Equipment Purchase Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the naming of the park property located on the 13.11 acre tract located within the Townlake Phase IV residential development as Trotter Park.
		Consent	Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services for the Range Wood Drive Drainage Improvements project, in the amount of \$189,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with PROS Consulting, Inc., to provide a Tennis Center Feasibility Study, in the amount of \$49,950.00; and authorization for the Mayor to execute same on behalf of the Town.
		Presentation	Certificate of Achievement Flower Mound High School Girls' Soccer Team - State Champions
		Regular	Consider approval of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), at 300 Old Gerault Road, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council postponed this item at its December 7, 2020, and January 4, February 1, March 1, April 5, and April 19, 2021, meetings.)

SCHEDULED	5/17/2021	Regular	Consider a request for a Site Plan (SP20-0022 – Argyle ISD Elementary School No. 3) to develop an elementary school, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and an exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. The property is generally located east of Denton Creek Boulevard and south of Prairie Ridge Road. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its May 10, 2021, meeting.)
		Regular	Public Hearing to consider an ordinance for rezoning (ZPD21-0001 – Brightstar PD-83 Amendment) to amend Planned Development No. 83 (PD-83) with non-residential uses to modify Exhibit C, Section C.8.h. "Parking Lot Landscaping", and a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Lakeside Parkway and east of Garden Ridge Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 26, 2021, meeting.)
		Regular	Public Hearing to consider an ordinance for rezoning (ZPD20-0006 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with both residential and non-residential uses to modify approved development standards related to the phasing of this development. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval with a modified motion by a vote of 4 to 2 at its March 22, 2021, meeting.) (The Town Council moved to postpone this item to April 19, 2021 by a vote of 5 to 0 at its April 5, 2021, meeting.) (The Town Council moved to postpone this item to May 17, 2021 by a vote of 5 to 0 at its April 19, 2021, meeting.)
		Regular	Public Hearing to consider a Site Plan (SP21-0001 – Lakeside Center) with a request for an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, of the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its May 10, 2021, meeting)
	6/7/2021	Consent	Wastewater Treatment Plant Master Plan Update
		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	Stonecrest Pump Station Auxiliary Power Phase I - Construction Award
		Consent	Sentinel Oaks Water Line Replacement - Construction Award
		Consent	Power Engineering - ring - Utility Asset Management

SCHEDULED	6/7/2021	Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 469 (SUP21-0003– Turning Pointe Dance Studio) to permit a Dancing, drama, or music school or studio use. The property is generally located south of Garden Road and west of Morriss Road. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its May 24, 2021, meeting)
	6/21/2021	Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Construction Award
		Consent	Stonecrest Pump Station Auxiliary Power Phase I - Testing Award
		Consent	Edgefield Trail Reconstruction - Construction Award
		Presentation	Proclamation for National Parks and Recreation Month
	7/19/2021	Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Testing Award
		Consent	Edgefield Trail Reconstruction - Testing Award
	8/2/2021	Presentation	Placeholder: KFMB annual update

PUBLIC COMMENT FORM

PLEASE PRINT CLEARLY

NAME _____ DATE _____

ADDRESS _____ CITY _____ ZIP _____

PHONE # _____

☐ I will speak on an item not on the agenda

Subject: _____

☐ For Agenda item # _____ Public Hearing ____ yes ____ no

____ I will speak: ☐ in support ☐ in opposition ☐ or I have a question/comment

or

____ I do not wish to speak but please record my: ☐ support ☐ opposition

-
1. Every open meeting (regular meetings and work sessions), will include a public comment section on the agenda that will be placed immediately after the invocation and pledge, as applicable, or prior to any other agenda items to be heard by the governmental body (Res. 26-19).
 2. Turn in the Public Comment form to the Town Secretary prior to the time the meeting is scheduled to begin and up to when the public comment portion of the meeting has concluded.
 3. Clearly state your name and address when you begin your remarks.
 4. Speakers are limited to three (3) minutes. Time limits may be adjusted by the Mayor.
 5. If you wish to speak about an item that is a Public Hearing, you will be called after the Mayor or Chairperson opens the Public Hearing for that item.
 6. Remarks that are prohibited by law will not be tolerated.
 7. Any person wishing to make a presentation that includes any form of electronic media must provide that digital file to the Town Secretary's Office, or other appropriate department, by 12 noon on the day of the meeting for review by the staff. The file must be compatible with the Town's technology equipment. The information shall not contain remarks that are prohibited by law.
 8. The Texas Open Meetings Act restricts members of the governing body from discussing items not posted on the agenda. Action or responses to your remarks by members of the governing body (if not a posted agenda item) is limited to either a statement of fact, recitation of existing policy, or a proposal to place the subject on the agenda for a future meeting.
 9. Town Council jurisdiction includes Town policy and legislative issues. Daily operational and administrative matters should first be dealt with at the administrative level by calling Town Hall at 972.874.6000 during business hours.

This form is considered a public record and your name and address will be included in the official minutes.

