

AGENDA

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

8/2/2021

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. PRESENTATIONS

1. Keep Flower Mound Beautiful (KFMB) Annual Update
2. Presentation by Dianne Edmondson, Denton County Commissioner, Precinct 4
3. Presentation of the Cultural Arts Center Business Plan

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects

Town Council Meeting Agenda

August 2, 2021

Page 2

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A budget work session is scheduled for Thursday, August 19.
2. A regular meeting is scheduled for Monday, August 23 (rescheduled from August 16 to accommodate budget scheduling requirements).

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 7/19- Consider approval of the minutes from a regular meeting of the Town Council and Town of Flower Mound Crime Control and Prevention District Special meeting held on July 19, 2021.
2. 2021 Certified Appraisal Roll- Consider approval of an ordinance establishing the 2021 certified appraisal roll.
3. Certified Collection Rate- Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2021, and ending September 30, 2022.
4. Schedule Budget & Tax Rate Meetings- Consider proposing a maximum tax rate of \$0.405000 per \$100 valuation for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and scheduling August 23, 2021, public hearing on the budget, scheduling September 20, 2021, public hearing on the tax rate, and scheduling the September 20, 2021, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
5. Schedule Crime District Public Hearing- Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 23, 2021, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 20, 2021, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
6. Schedule Fire District Public Hearing- Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 23, 2021, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 20, 2021, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
7. CDBG Action Plan- Consider approval of a resolution authorizing the adoption of the Program Year 2021 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

Town Council Meeting Agenda

August 2, 2021

Page 3

8. Denton County ILA - Tax Collection- Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2021, and ending September 30, 2022, subject to automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.
9. Denton County ILA - PID Collection- Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2021, and ending September 30, 2022, subject to automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.
10. No-New-Revenue & Voter-Approval Tax Rate- Consider accepting the submission of the notice of an no-new-revenue tax rate of \$0.422069 per \$100 assessed valuation and a voter-approval tax rate of \$0.419471 per \$100 assessed valuation for the fiscal year beginning October 1, 2021, and ending September 30, 2022.
11. River Walk Speed Limit- Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on River Walk Drive and Riverside Drive to 25 mph. (The Transportation Commission recommended approval of the speed limit change by a vote of 4 to 0 at its July 13, 2021, meeting.)
12. Creation Lab - Laser Engraver- Consider approval of a purchase for the Library Expansion project, of a Laser Engraver for the Library Creation Lab, from Engraving Concepts in the amount of \$21,595.00.
13. Increase Contract for Asphalt Services- Consider approval of an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112) from an estimated total of \$500,000.00 to an estimated total of \$780,000.00.

K. REGULAR ITEMS

14. CSP21-0001 My Garage Self Storage- Public Hearing to consider a request for a Comprehensive Sign Package (CSP21-0001 - My Garage Self Storage) for My Garage Self Storage. The property is generally located north of Canyon Falls Drive and east of Stonecrest Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its July 26, 2021, meeting.)
15. ATFM Resolution- Consider approval of a resolution creating the All Together Flower Mound Commission (ATFMC) for the Town of Flower Mound.

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

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

Town Council Meeting Agenda
August 2, 2021
Page 4

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 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. Texas Local Government Code Chapter 54, Enforcement of Municipal Ordinances
 2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. 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.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- e. Discuss and consider the recruitment process for the Town Manager, and all matters incident and related thereto.
- f. Discuss the duties of the Municipal Court Judge, including the June report regarding court activities.

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 above referenced items.

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: July 30, 2021, at 5:28 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 2, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council and Town of Flower Mound Crime Control and Prevention District Special meeting held on July 19, 2021.

BACKGROUND INFORMATION: The Town Council regular meeting and Town of Flower Mound Crime Control and Prevention District Board special meeting was held on July 19, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 19, 2021**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING, HELD ON THE 19TH DAY OF JULY 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:

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
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
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services

A. CALL REGULAR MEETING TO ORDER

Mayor France 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 William Langstaff gave the invocation and Mayor France led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Mary Kay Walker, 3229 Oak Meadow Dr	Elite Chef Competition
2.	Ashley Jones (address not provided)	All Together Flower Mound

E. PRESENTATIONS

1. Veterans Liaison Board update

Veterans Liaison Board members Doug Brown and Si Simonson provided an update on the board and requested that funding be allocated for speakers at various Veteran related events.

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 19, 2021**PAGE 2****F. ANNOUNCEMENTS**

Councilmember Martin announced that the application for boards and commissions will be available between August 3 – September 6th.

Councilmembers and Mayor France expressed appreciation for the work of staff and volunteers at Independence Fest.

Mayor France reported on a meeting he had with Lewisville and Highland Village mayors.

G. TOWN MANAGER'S REPORT

Ms. Wallace provided an update on the following projects:

1. Capital improvement projects:
 - Update on the former LISD property adjacent Leonard John's Park that the Town recently purchased
2. Economic Development projects:
 - New and coming soon businesses

H. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Bumgarner indicated he would like a future agenda to discuss providing funding to the Veterans Liaison Board. There was Council consensus to have the discussion come forward during the budget work session.

I. COORDINATION OF CALENDARS

Mayor France announced that the next Town Council regular meeting is scheduled for Monday, August 2.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council, and Town of Flower Mound Crime Control and Prevention District Special meeting held on June 21, 2021.
2. Consider approval of the minutes from a strategic planning session of the Town Council held on July 15, 2021.
3. Consider approval of replacement of aged surveillance cameras and upgrade of current software in the amount of \$76,818.66.
4. Permission to proceed with Telecommunications service and bill audit.
5. Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.
6. Consider approval of the 2021 Lewisville Independent School District (LISD) for Contract with the Town of Flower Mound for law enforcement services.

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 19, 2021**PAGE 3**

7. Consider Approval of the purchase of traffic signal poles, signal heads, and signal parts in the estimated annual amount of \$650,000, from Consolidated Traffic Control, through the Houston-Galveston Area Council (H-GAC) contract.
8. Consider approval of the Third Amendment to the Professional Services Agreement with Studio Outside Landscape Architecture for the design services associated with the Rheudasil Park Improvements project, in the amount of \$41,885.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of the purchase and installation of the 2020-21 Playground Replacements project, for Grand Park Picnic Pavilion, from Site Source, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$35,756.00.
10. Consider approval of a Professional Services Agreement with ECS Southwest, LLP, to provide construction materials engineering and testing, for the Pink Evening Primrose Trail Connection (Bridge & Trail from Gaston Park to Timber Trails Park) project, in the amount of \$29,970.00; and authorization for the Mayor to execute same on behalf of the Town.
11. Consider approval of a Professional Services Agreement with Power Engineers, Inc., for asset management and GIS services for the Utility Asset Management project, in the amount of \$72,200.00; and authorization for the Mayor to execute same on behalf of the Town.
12. Consider approval of Change Order No. 1 for the construction of the Hound Mound Parking Lot and Restroom project, amending the contract with to J.B. & Co., LLC to increase the contract amount by \$51,394.00; and authorization for the Mayor to execute same on behalf of the Town
13. Consider approval of the lease of twelve copiers from Xerox Corporation, for an estimated annual expenditure of \$22,930.68, through the Omnia Texas State and local Xerox contract.

Mayor Pro Tem Bumgarner moved to approve by consent Items 1 – 13, as presented in the agenda caption. Councilmember Engel 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: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE****K. REGULAR ITEMS**

14. Public Hearing to consider an ordinance granting a Specific Use Permit No. 471 (SUP21-0004– Prairie Plaza Vet) to permit a veterinary hospital (inside pens) use. The property is generally located north of Cross Timbers Road and west of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 12, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- SUP concept Site Plan

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 19, 2021**PAGE 4**

- Site photos
- Approved site plan, landscape plan, elevations
- SUP conditions

Applicant Presentation

Dakota Morgan, Real Estate Representative, Southern Veterinary Partners

Mr. Morgan gave a presentation identifying or noting:

- Company background
- Services that will be offered
- Typical clinical and customer service spaces

and he responded to questions from Council regarding:

- Employee to animal ratio standard
- Whether there are other clinics in Flower Mound with the same level of care

Mayor France opened the Public Hearing at 6:38 p.m. No one spoke. Mayor France closed the Public Hearing at 6:38 p.m.

Council Discussion

Several members of Council expressed appreciation for the specialized services that will be offered.

Councilmember Martin moved to approve as presented. Councilmember Engel seconded the motion.

ORDINANCE NO. 33-21

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. 471 (SUP-471) FOR A VETERINARY HOSPITAL (INSIDE PENS) USE ON CERTAIN PROPERTY DESCRIBED AS 4.7568 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A OF THE PRAIRIE PLAZA ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 150 (PD-150) WITH OFFICE USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

Motion passed

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Animal Services Board**, Cultural Arts Commission, Environmental Conservation Commission, Parks Board, School Liaison

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 19, 2021**PAGE 5**

Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and **Veterans Liaison Board**.

There was Council discussion regarding whether boards and commissions should come to a Council meeting on an annual basis to report on current activities and accomplishments, and outside of the current staff liaison to/from Council process. There was Council consensus to proceed with a rotation of board representatives coming forward at Council meetings for the purpose of reporting current activities and accomplishments; however, excluding those with quasi-judicial responsibilities.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 6:49 p.m. on Monday, July 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 7:15 p.m. on Monday, July 19, 2021, and no action was taken on the following items:

a. Consultation with Attorney.

1. Cause No. 18-9622-431; EagleRidge Operating, LLC v Town of Flower Mound, Texas, et al

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

c. 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**.

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.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 7:15 p.m. on Monday, July 19, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 02

CONSENT ITEM

DATE: August 2, 2021
FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services
ITEM: Consider approval of an ordinance establishing the 2021 certified appraisal roll.

BACKGROUND INFORMATION: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2021.

There are three main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) set the value of the property in our Town's limits each year. Second, the Appraisal Review Boards (ARB) settle any disagreements between the taxpayers and the DCAD or the TAD about the value of any property under protest. Third, the Town decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

The preliminary appraisal was provided by the DCAD and the TAD in mid-May and the certified appraisal roll was provided in late July.

The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the no-new-revenue and voter-approval tax rates.

The total taxable value on the 2021 appraisal roll including estimated values under protest is \$13,232,803,153. Once the tax rate is approved, the Town will be able to calculate its 2021 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately \$1,218,888,241 of the 2021 appraisal roll is the incremental difference between the 2005 and 2021 appraised value of properties in the TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2021 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Flower Mound, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and TAD to calculate the tax rate and voter-approval tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

SECTION 1

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

SECTION 2

The Town Council hereby approves the 2021 appraisal roll of the Town, in the amount of \$13,232,803,153 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

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

ORDINANCE NO. _____

PAGE 2

SECTION 4

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL
OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____,
ON THIS 2nd DAY OF AUGUST, 2021.**

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: August 2, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: **Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2021, and ending September 30, 2022.**

BACKGROUND INFORMATION: Ad valorem tax collection revenue is divided between the General Fund (for operation and maintenance), the Debt Service Fund (for payment of principal and interest on debt obligations), and the Tax Increment Reinvestment Zone (TIRZ) Fund. The Town's current rate of collection of ad valorem taxes is expected to meet or exceed 100 percent.

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2021-2022 fiscal year, which is one of the steps required by state law to establish the 2021-2022 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws have two purposes: 1) to make taxpayers aware of tax rate proposals; and 2) to allow taxpayers, in certain cases, to limit a tax increase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 04

CONSENT ITEM

DATE: August 2, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: Consider proposing a maximum tax rate of \$0.405000 per \$100 valuation for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and scheduling August 23, 2021, public hearing on the budget, scheduling September 20, 2021, public hearing on the tax rate, and scheduling the September 20, 2021, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND INFORMATION: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to limit a tax increase. The Town Council must take a record vote on the maximum tax rate to be considered for the upcoming fiscal year. The adopted tax rate may not exceed this maximum rate.

The Town is required to hold a public hearing on the tax rate and publish a notice in the newspaper, on TV, and web site before adopting a tax rate that exceeds \$0.422069 the no-new-revenue tax rate. Although not required this year, the Town will still hold a public hearing.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law. This public hearing is in addition to the tax rate public hearing required by the State Property Tax Code.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$(53,324,888) (based on certified roll at collection rate of 99.5%)

Proposed Expenditure/(Revenue):	Account Number(s):
\$(41,915,513)	100-4105 Property Taxes
(6,497,560)	110-4105 Property Taxes
(4,911,815)	308-4105 Property Taxes

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

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: August 2, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 23, 2021, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 20, 2021, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 23, 2021, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 20, 2021, adoption of the FY 2021-2022 Crime District budget.

At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: August 2, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 23, 2021, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 20, 2021, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 23, 2021, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 20, 2021, adoption of the FY 2021-2022 Fire District budget.

At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: August 2, 2021

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the adoption of the Program Year 2021 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

BACKGROUND INFORMATION: This item is to consider approval of Flower Mound's Program Year 2021 Annual Action Plan, which specifies that Community Development Block Grant (CDBG) funds will continue to be used for planning and administration, to subsidize Town-wide transit service for the Town's elderly and adults with severe disabilities, and to continue funding the Residential Rehabilitation Program. In 2002, the U.S. Department of Housing and Urban Development recognized Flower Mound as an Entitlement Community having a population exceeding 50,000 and awarded the Town yearly CDBG funds.

The Town's 2021 allocation is \$231,363. To receive funding, the law requires the Town prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used. Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively. Flower Mound's Program Year 2020-2024 Strategic Plan for Housing and Community Development was approved by the Town Council on August 17, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on June 22, 2021 to discuss the Action Plan. The Action Plan was also available for public comment for 30 business days on the Town website, at the Library, and at Town Hall. Staff did not receive any comments during these opportunities for feedback.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$231,363

Proposed Expenditure:	Account Number(s):
\$231,363	CDBG Grant Fund
Proposed Revenue:	Account Number(s):
\$(231,363)	361-4605

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

LEGAL REVIEW: Stacie White of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2021 Action Plan for Housing and Community Development as to form and legality.

ATTACHMENTS:

1. Resolution

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2021 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2021 Action Plan (the "Plan") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and

WHEREAS, the Plan has been made available for public review and comment for a thirty (30) business day period; and

WHEREAS, the Flower Mound Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Program Year 2021 Action Plan and to authorize the Mayor to execute the Plan on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound's Program Year 2021 Action Plan for Housing and Community Development attached hereto as "Attachment 2" is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2021 Action Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. _____

SECTION 4

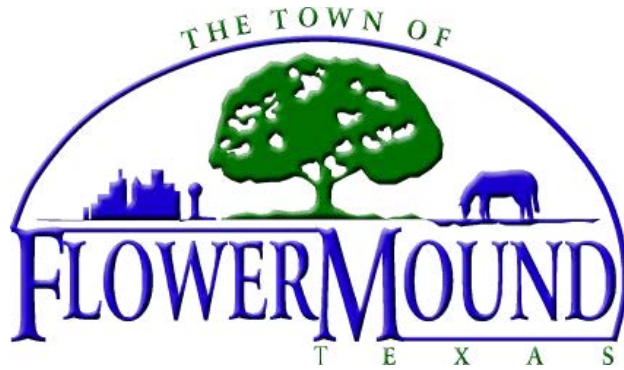
This Resolution shall become effective upon its adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 2nd DAY OF
AUGUST, 2021.**

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN OF FLOWER MOUND

PROGRAM YEAR 2021

ANNUAL ACTION PLAN

Prepared for the U. S. Dept. of Housing and Urban Development

EXECUTIVE SUMMARY

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2021 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2020-2024 Consolidated Plan.

The Town of Flower Mound has demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its Community Development Block Grant (CDBG)-funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low-and moderate-income residents. These activities include, improving and maintaining public facilities, parks, recreational facilities, streets and sidewalks, planting trees, maintaining the residential homestead exemption for those with disabilities and individuals sixty-five years and older, and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

Summarize the Objectives and Outcomes Identified in the Plan

Based on the level of CDBG funding expected this fiscal year and the goals put forth in the 2020-2024 Consolidated Plan, the Town has laid out objectives and outcomes to address the two following identified needs:

1. Continuous challenges in the Town's aging infrastructure. The Town believes it is imperative to maintain the Town's housing stock.
2. The absence of public transportation hurts the Town's elderly residents and those with disabilities.

These outcomes and objectives can be found in the section titled "Annual Goals and Objectives" and include preserving the Town's existing housing stock by continuing the Residential Rehabilitation Program and supporting a town-wide transportation service for the Town's elderly and residents with disabilities.

Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report (CAPER). The 2019 CAPER reported the results achieved in the fifth and final year of the Town's 2015-2019 Consolidated Plan.

Currently, the Town is on track to meet or exceed the housing and community development goals established in its 2020-2024 Consolidated Plan utilizing the Residential Rehabilitation Program and the Town-wide Transportation Service.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include completing twenty-eight Residential Rehabilitation Program projects, completing nine projects as part of its former Minor Home Repair Program, and subsidizing the town-wide transportation service for the elderly and those with disabilities.

It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low-and-moderate-income residents, with the exception of funds allocated toward Planning and Administration.

Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Interim Town Manager/CFO. In addition to oversight and input from the committee, the Town also hosts a public hearing and a public comment period that lasts 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall, the Library and information published on social media and the Town's website.

During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media sites.

Summary of Public Comments

Public Comments are summarized in the citizen participation appendix.

Summary of comments or views not accepted and the reasons for not accepting them.

N/A

Summary

The Town of Flower Mound's 2021 Annual Action Plan sets forth objectives, strategies and goals for improving the quality of life of low-to-moderate-income residents of the Town during the planning year in accordance with the Town's 2020-2024 Consolidated Plan.

LEAD AND RESPONSIBLE AGENCIES

Narrative

Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Department. Financial Services staff assists in coordinating the efforts of the entities involved, making periodic progress reports to federal, state and local governmental bodies and encouraging involvement from the business community.

Annual Action Plan Public Contact Information

Town of Flower Mound
c/o Brittni Barnett
Grants and Financial Analyst
2121 Cross Timbers Rd.
Flower Mound, TX 75028
972-874-6040
Brittni.Barnett@Flower-Mound.com

CONSULTATION

Introduction

The Town of Flower Mound's Financial Services Department is responsible for coordinating the consultation process for the Annual Action Plan. The Annual Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Public Library. The Citizen

Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process, such as providing the Town with information on housing and community development needs as part of the preparation of the Annual Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the Annual Action Plan is finalized and allows for a comment period lasting 30 business days to obtain residents' feedback and questions. Public hearings are held at Town Hall, which is easily accessible to all residents. The Town also provides updates and information about the process as needed at meetings with local agencies, such as the quarterly Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

As needed, the Town's Financial Services Department provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized.

While preparing the Annual Action Plan, the Town consulted with and collected information from various Town departments and outside agencies that are responsible for administering programs covered or affected by the Annual Action Plan. Some of these outside agencies include the Denton Housing Authority and Denton County Homeless Coalition.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Town of Flower Mound is an active member of the Denton County Homeless Coalition. Although, per the Point-in-Time Count conducted by the Denton County Homeless Coalition, there are no known homeless individuals in Flower Mound, staff participates in the meetings to ensure that services are available for those currently at risk of becoming homeless as well as those who are actually homeless, should the need arise.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local CoC through regular attendance, membership and participation in various committees within the Denton County Homeless Coalition. The Town also assists the Coalition with the annual Point-in-Time Count and coordinates with the Coalition in finalizing results and utilizing data for the planning of services for homeless individuals in Denton County.

Identify any Agency Types not consulted and provide rationale for not consulting:

The Town made every effort to consult all relevant agency types and did not specifically or purposefully exclude any particular agency type.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Lead Organization: Denton County Homeless Coalition

How do the goals of your Strategic Plan overlap with the goals of each plan:

The Strategic Plan incorporates strategies and efforts implemented by the CoC.

Narrative (Optional)

Please see above.

PARTICIPATION**Summarize citizen participation process and how it impacted goal-setting.**

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Interim Town Manager/CFO. In addition to oversight and input from the committee, the Town also hosts a public hearing and provides a public comment period for 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall and the Library. Information is also published on the Town's social media accounts and the Town website.

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site. The Public Hearing for this year's Annual Action Plan was held at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library (both of these buildings are accessible to those with limited mobility), and in the Denton Record-Chronicle. For the PY 2021 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, the Denton County Homeless Coalition, public service agencies and staff in various Town departments. The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

EXPECTED RESOURCES**Introduction:**

This section discusses the resources that will be used to meet the goals of the 2021 Annual Action Plan.

Priority Table**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:**

The Town's Financial Services Department is the lead agency for the implementation of the Community Development Plan and the administration of CDBG funding. Internally, the Financial Services Department works in collaboration with all Town departments to deliver projects, services and other benefits to eligible clients. Externally, the Department works with clients and subrecipients of the program.

To effectively implement the Community Development Plan, funding for carrying out the plan comes from CDGB funds as well as the Town Council. The Town Council makes available an average of more

than \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Additionally, the contracted provider of the Town's transportation program applied and received a grant from the North Central Texas Council of Governments, funded by the Federal Transit Administration. This grant totals \$159,398, and along with the Town's CDBG allocation, will go a long way in supporting the Town-wide Transportation Program.

There are no matching requirements for CDBG funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

The Town does not intend to use publicly owned land or property to fulfill the goals of the 2021 Annual Action Plan.

Discussion:

Please see above.

ANNUAL GOALS AND OBJECTIVES

Goals:

1. Preserve Existing Housing Stock: Continue to fund the Town's Residential Rehabilitation Program.

This program is designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units.

Quantity: 3 (Homeowner Housing Rehabilitated)

2. Transportation Services: Continue to fund the Town's town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas.

Quantity: 25 (Public service activities other than Low/Moderate Income Housing Benefit)

3. Planning and Administration: Up to 20 percent of total CDBG grant expenditures will be used for planning and administration.

Quantity: 1 (Other)

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b): 3

PROJECTS

Introduction:

This document serves as the Town of Flower Mound's 2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2021 program year to address Flower Mound's strategies stated in the 2020-2024 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2020-2024 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program.
- Planning and Administration

- Provide transportation services through a Town-wide program for adults who are 65 and older and adults with disabilities.

This section details the projects proposed for the 2021-2022 program year.

Projects:

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:

- \$30,000- Town-wide transit service
- \$12,500- Planning and Administration
- \$188,863- Residential Rehabilitation Program

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

GEOGRAPHIC DISTRIBUTION

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

Because of the size of the Town's funding allocation, the Advisory Committee decided not to target a certain area of the Town for assistance. All of the activities are intended to have a Town-wide benefit.

Geographic Distribution: Town of Flower Mound- 100%

Rationale for the priorities for allocating investments geographically N/A

Discussion: Please see above.

AFFORDABLE HOUSING

Introduction:

This section summarizes the affordable housing goals for the 2021 Action Plan. The Town of Flower Mound is proposing to use about **81.6 percent** of its 2021 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to-moderate income households through the Residential Rehabilitation Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported: 3 (Non-Homeless)

One Year Goals for the Number of Households Supported Through: 3 (Rehab of Existing Unit)

Discussion

The Town of Flower Mound is proposing to use **81.6 percent** of its annual CDBG allocation to fund the rehabilitation of low- to moderate-income owner-occupied houses. It is anticipated that three households will be served through the Residential Rehabilitation Program.

PUBLIC HOUSING

Introduction:

This section is not applicable. Flower Mound currently has no public housing, and there are no plans for public housing in the Town of Flower Mound at this time.

Actions planned during the next year to address the needs to public housing: N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership: N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance: N/A

Discussion: Please see above.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

Introduction

This section describes the activities planned during the 2021-2022 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of the homeless. Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2021, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. However, no homeless were identified in Flower Mound during the count.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, the Salvation Army and the Christian Community Action, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

-Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

Outreach to persons experiencing homelessness is carried out through the Town's partners, such as Christian Community Action and Journey to Dream. Flower Mound allocates a portion of general funds each year to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also supports Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management. The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings and

is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate.

-Addressing the emergency shelter and transitional housing needs of homeless persons.

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of becoming homeless in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition. Through the use of coordinated entry, the DCHC uses locations within the County to assess the needs of homeless persons and families. This service assesses the current housing situations of the household and connects them with any available housing resources. These efforts help reduce the time the households experience homelessness, as well as prevent homelessness by linking households with services in an efficient manner for all service providers within the County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families. The Denton County Homeless Coalition, of which the Town is a part, follows discharge plans through partnerships with local hospitals and other systems of care to help ensure that persons are not being discharged into homelessness. These efforts utilize existing resources within the County to help connect those in need with available service providers. Additionally, the Town Council makes available an average of more than \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Discussion

Please see above.

BARRIERS TO AFFORDABLE HOUSING

Introduction

The Fair Housing Committee meets annually to update the Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis this year. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

The Fair Housing Committee discussed a few items that the Town should continue to address in order to ensure that unanticipated barriers to affordable housing do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Division working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- The Financial Services Department continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level and ensuring services are targeted to those areas where larger percentages of low- and moderate-income families reside.
- The Library Services Department ensuring that residents are made aware of job training and job search workshop opportunities available at the Town of Flower Mound Library.

Discussion

Please see above.

OTHER ACTIONS

Introduction

This section reports additional efforts the Town will undertake during the 2021-2022 program year to address residents' housing and community development needs.

Actions Planned to Address Obstacles to Meeting Underserved Needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town will allocate approximately \$200,000 in general fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions Planned To Foster and Maintain Affordable Housing

Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program, leveraging funds to supplement scarce resources, facilitating the availability of affordable housing for residents with disabilities and senior citizens, and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The Program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The Program will pay for the rehabilitation up to \$60,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low-and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.
- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to \$100,000. For the most recent year, this exemption affected about 4,195 property accounts. The Town also recently approved a 2.5% homestead exemption for all Flower Mound homeowners, which went into effect in 2019.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 74.81% residential to 22.52% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions Planned to Reduce Lead-Based Paint Hazards

The Town of Flower Mound's housing activity, the Residential Rehabilitation Program, is carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant or Housing Opportunities for Persons with AIDS.

In 2003, the Town formed a Lead-based Paint Task Force to determine what activities need to be undertaken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 houses in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website.

Based on Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject

to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

Actions Planned to Reduce the Number of Poverty-Level Families

Flower Mound's actions to reduce the number of poverty level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging resources, and serving as a referral source:

- Economic development – 2.9% of Flower Mound families live below the poverty level, compared to 6.5% in Denton County, 13.6% in Texas and 10.5% in United States, according to 2019 American Community Survey 1-Year Estimates. Additionally, according to 2018 ACS 5-Year Estimates, the Town's unemployment rate of 3.7% is lower than Denton County's rate of 4.2%, the State's 5.4% rate, and the Nation's rate of 5.9%. Flower Mound's lower rates can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it should be noted that within Town limits, only 22.52% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 74.81% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- Tax exemptions for senior citizens and those with disabilities - In 2020, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at \$100,000. This affected about 4,195 property accounts. During the next year, our goal is to maintain the exemption. The Town also recently approved a 2.5% homestead exemption for all Flower Mound homeowners, which went into effect in 2019.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

These actions will assist in reducing the poverty level of Flower Mound families by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

Actions Planned to Develop Institutional Structure

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between

the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help ensure open communication and networking opportunities between the Town and the various service providers in the area.

Actions planned to enhance coordination between public and private housing and social service agencies:

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders. Town staff will serve as a referral source to families with low- and moderate- incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion

Please see above.

PROGRAM SPECIFIC REQUIREMENTS

Introduction

The Town expects to receive no program income during PY 2021 and will expend all of its PY 2021 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

Discussion

Please see above.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: August 2, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: **Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2021, and ending September 30, 2022, subject to automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: Since 1994, the Town has maintained an interlocal cooperation agreement that allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the Town. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The estimated cost of \$33,150 is expected to be paid to Denton County for fiscal year 2021-2022 for these services.

This agreement is subject to automatic renewal for additional one-year terms at the discretion of the Denton County Commissioner's Court and the Town Council of the Town of Flower Mound, unless terminated by written notice by either party.

The Texas Government Code, Title 7, Chapter 791 "Interlocal Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$33,150

Proposed Expenditure:	Account Number(s):
\$33,150	100-650-54200-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Interlocal Cooperation Agreement – Tax Collections

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



THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX

ASSESSMENT AND COLLECTION BETWEEN

DENTON COUNTY, TEXAS AND CITY/TOWN OF
Flower Mound, **TEXAS**

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **Flower Mound**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2022. The initial term of the Agreement is for tax year 2021 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to

the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on or before September 30th of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent

during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

6. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Sections 1 and 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback or tax rate approval election as described in Section 6 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in Section 1 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event

of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the

governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

XII.

MUNICIPALITY hereby designates Debra Wallace to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any,

in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August
2021.

COUNTY

Denton County Texas
 110 West Hickory
 Denton, Texas 76201

MUNICIPALITY

City/Town: Flower Mound
 Street address: 2121 Cross Timbers Road
 City, state, zip: Flower Mound, TX 75022
 Email: debra.wallace@flower-mou
 Phone: 972-874-6020

BY: _____
 Honorable Andy Eads
 County Judge

BY: _____
 Name: Derek France
 Title: Mayor

ATTEST:

ATTEST:

BY: _____
 Juli Luke
 Denton County Clerk

BY: _____
 Name Theresa Scott
 Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

 Michelle French

 Tax Assessor/Collector

 Attorney Denton County



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: August 2, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: **Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2021, and ending September 30, 2022, subject to automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This interlocal cooperation agreement allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the River Walk Public Improvement District No. 1. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The cost will be paid by the River Walk Public Improvement District No. 1.

The Texas Government Code, Title 7, Chapter 791 "Interlocal Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Interlocal Cooperation Agreement for River Walk Public Improvement District No. 1 Tax Collections

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND**

CITY/TOWN OF Flower Mound **PUBLIC
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –
ASSESSMENTS COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Flower Mound, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, COUNTY and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

Flower Mound

PUBLIC IMPROVEMENT DISTRICT # Riverwalk Improvement District No. 1, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

CITY/TOWN relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1st of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

XII.

CITY/TOWN hereby designates Debra Wallace to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August
 2021.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

CITY/TOWN

Town of Flower Mound

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Derek France
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Theresa Scott
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: August 2, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: Consider accepting the submission of the notice of an no-new-revenue tax rate of \$0.422069 per \$100 assessed valuation and a voter-approval tax rate of \$0.419471 per \$100 assessed valuation for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

BACKGROUND INFORMATION: State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set before an election is required.

All taxing units that levied property taxes in 2020 and intend to levy them in 2021 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 103.5 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate.

State law also requires municipalities to publish the no-new-revenue and voter-approval tax rates, and to hold a public hearing on the proposed tax rates if a tax rate exceeds the no-new-revenue tax rate.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: August 2, 2021

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

ITEM: Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on River Walk Drive and Riverside Drive to 25 mph. (The Transportation Commission recommended approval of the speed limit change by a vote of 4 to 0 at its July 13, 2021, meeting.)

BACKGROUND INFORMATION: The review and posting of the speed limit has been requested by the citizens that live along Riverside Drive. These two streets make up the one-way street couplet in the River Walk development. Speeding has been a concern of these residents over the past several months. As a result of those concerns, the Town conducted a speed survey in this area to determine the extent of the speeding.

The speed limit along this section of roadways is 30 mph based on the state law prima facie speed limit. A vicinity map is included in Attachment 1. The engineering study consists of the following characteristics of River Walk Drive and Riverside Drive: 85th percentile speed, 10 mph pace speed, road characteristics, roadside development, parking and pedestrian activity, and reported crash experience for at least a 12 month period. The 85th percentile speed for this roadway is 29 mph. The 10 mph pace speed (10 mph range with the largest percentage of vehicles) was 20-29 mph. A correction to the Transportation Commission Agenda item is that both of these roadways are 2 lane roadways instead of 4 lanes.

The roadside development is a mixed used development with commercial in the center and residential on the outside of the one-way couplet. The pedestrian activity is higher than a typical residential area based on the mixed use nature of the River Walk Development. Since 2017, there have been 3 total reported accidents on River Walk and Riverside Drive combined. One of those accidents involved a pedestrian. Therefore, based on the engineering study for both River Walk Drive and Riverside Drive, it indicates that the reasonable speed limit should be 25 mph.

BOARD REVIEW/CITIZEN FEEDBACK: This agenda item was brought forward to the Transportation Commission (TRC) because of the mixed use nature of this development. This agenda item provided an opportunity for the residents and/or business owners of the Riverwalk Development to come and voice their opinion. The TRC indicated that they have seen the congestion of traffic in the large number of pedestrians throughout the River Walk Development. The TRC made the recommendation to extend the speed limit change from 30 mph to 25 mph for the entire length of River Walk Drive to Cross Timbers Rd (FM 1171). The TRC meeting can be viewed at <https://flowermoundtx.swagit.com/play/07132021-1275>, item F3 & G.

ALTERNATIVES/OPTIONS: Maintain the 30 mph speed limit and post that speed limit. Other alternatives include the primary area of concentration for this agenda item is within the one-way couplet area of the River Walk. The southern end of River Walk Drive does extend to Cross Timbers Rd (FM 1171). The undeveloped area in this area of the River Walk is expected to be similar in nature to the area surrounding the one-way couplet. The area south of Olympia Drive is not expected to change from the current gas station on the west and the commercial office building on the east. This area is approximately 400 feet from Olympia Drive to Cross Timbers Road.

This area could reasonably be left at 30 mph with a change of speed at Olympia Drive to the slower 25 mph as one enters into the higher intensity of the River Walk Development itself. Staff is recommending that the entire length be 25 mph with the understanding that the speed limit signs would be placed closer to Olympia and the net result would be the same.

FISCAL IMPACT: N/A

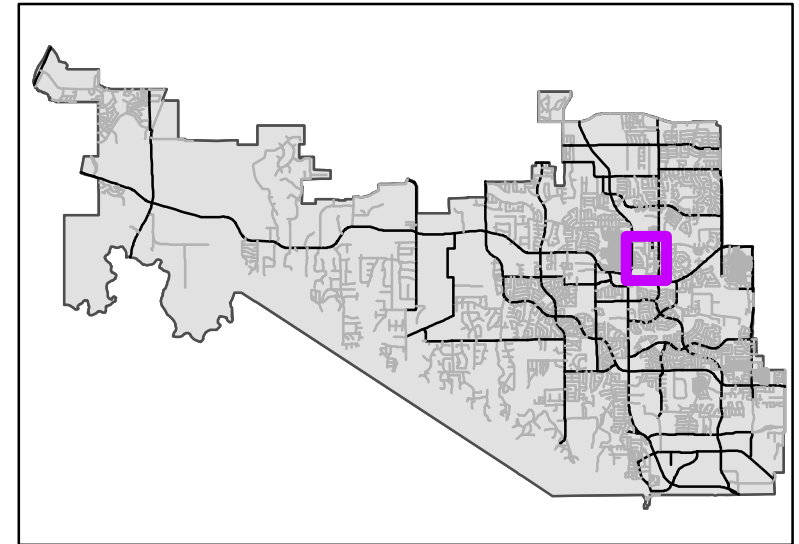
LEGAL REVIEW: Ben Gibbs of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Vicinity Map
2. Draft Ordinance
3. Excerpt from July 13, 2021, Transportation Commission meeting, Agenda Item 2.

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

Vicinity Map - Riverside Drive and River Walk Drive



Vicinity Map

Legend

Option

-  Main Focus
-  Yes

Project
Location(s)

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS AND PORTIONS OF CERTAIN STREETS WITHIN THE TOWN AT CERTAIN TIMES; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to declare a reduction of speed limits on certain local streets to twenty-five miles per hour (25 mph), if the Council finds that the established speeds are unreasonable or unsafe and authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways based upon an engineering and traffic study; and,

WHEREAS, the Town of Flower Mound has conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe during certain times on the portions of certain roadways that are the subject of this ordinance; and,

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the existing speed limits on portions of River Walk Drive, and Riverside Drive, are unreasonable and unsafe and the Town Council hereby declares that the speed limits in those areas should be changed as set forth in this Ordinance; and

WHEREAS, the Town Council finds that an amendment to the speed limits on River Walk Drive and Riverside Drive as set out herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

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

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adopting the following maximum prima facie speed limit on the following additional streets in alphabetical order:

ORDINANCE NO.**PAGE 2**

Location	Speed (mph)
River Walk Drive	25
Riverside Drive	25

SECTION 3

The speed limits set forth in Section 2 above, are effective when the Town Manager, or his designee, erects signs giving notice of the new speed limits. The Town Manager is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

SECTION 4

Any person, firm or corporation violating any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$200.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 2ND DAY OF AUGUST, 2021.

APPROVED:

ORDINANCE NO.

PAGE 3

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TRANSPORTATION COMMISSION AGENDA ITEM NO. 3

REGULAR ITEM

DATE: July 13, 2021

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

ITEM: **Consider a recommendation for a permanent speed limit reduction on Riverside Drive and River Walk Drive within the River Walk Development from 30 mph to 25 mph.**

BACKGROUND INFORMATION: This item is a regular item to allow the Transportation Commission the opportunity to provide input and recommendation to the Town Council regarding a speed limit reduction on Riverside Drive and River Walk Drive within the River Walk Development from 30 mph to 25 mph.

ENGINEERING STUDY: An engineering study to determine the speed limit of a local street consists of the following information:

- 85th percentile speed
- Road characteristics, shoulder condition, grade, alignment, and sight distance
- Pace speed
- Roadside development and environment
- Parking practices and pedestrian activity
- Reported crash experience for at least a 12-month period

The 85th percentile speed is the speed at which 85% of the traffic travels at or below. The speed limit for a particular street is generally set within +/- 5 mph of the 85th percentile speed. In general, the 85th percentile speed based on the recent speed within the subject area was 29 mph on both streets.

Staff has determined the road characteristics, shoulder condition, grade, alignment and sight distance for the immediate area adjacent to the study area. Subdivision streets within the River Walk Development vary in roadway width. The two streets in question are 4 lane roadways with a range of width between 20 feet and 22 feet. For the majority of these two streets, they are a one-way couplet surrounding the restaurant row, wedding chapel and front of the hotel. They are curb and gutter streets. The streets generally intersect at 90 degree angles. The exception is the southern end of the one-way couplet, where the streets intersect with northbound being free flow and the intersecting streets being required to yield to northbound traffic. The roadways between intersections are typically slightly curvilinear. None of the streets have a shoulder, and generally have good sight distance. All intersections are controlled with either one- or two-way stop control with the exception of the southern end of the couplet which is yield controlled.

The pace speed is the 10 mph range of speed which the largest majority of drivers are driving. The pace speed within the subject area was 20 mph – 29 mph (62.2%) for Riverside Drive and 20 mph – 29 mph (63.9%) for River Walk Drive.

The roadside development for the River Walk development is mixed use. In the area immediately surrounding these two streets is a mix of commercial property, townhome, single family dwellings and multi-family dwelling units.

The parking practices and pedestrian activity for this area is a mix of pedestrians related to the commercial properties and residential units. Pedestrian activity is also likely from outside of the immediate area that want to walk along the river, the waterfall and generated from the wedding chapel. Pedestrian activity is higher than a typical residential subdivision. Pedestrian traffic is only expected to increase as more

commercial properties come online in the near future. There has been a proposed farmers market, amphitheater and other commercial related business that will drive up the pedestrian activity in this area. The volume of traffic on Riverside Drive was just over 1,000 vehicles per day inclusive of both directions and only expected to increase as more development comes online. The volume of traffic on River Walk Drive was approximately 1,200 vehicles per day inclusive of both directions. This traffic is expected to increase as well as more development comes online.

Research of reported crash experience between 2017 and 2021 for this area of the River Walk development reveals that 3 reported accidents had occurred throughout the subdivision area. One of those reported accidents was pedestrian related.

NEIGHBORHOOD SUPPORT: Over the last several months, the Town has received a number of inquiries about this location and requests to make the area safer for pedestrians as they walk around the commercial area of the River Walk. Various residents have been informed of this item tonight and are expected to attend. The River Walk developers have been notified of this item as well.

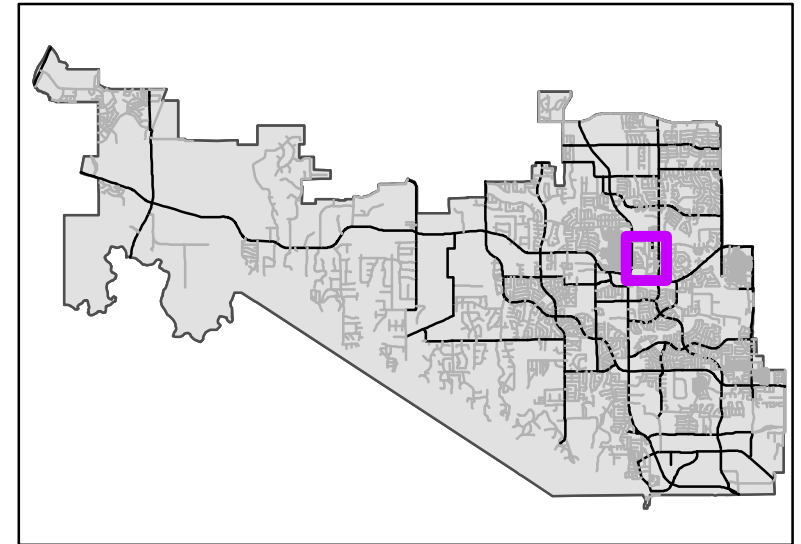
OPTIONS: The primary area of concentration for this agenda item is within the one-way couplet area of the River Walk. The southern end of River Walk Drive does extend to Cross Timbers Rd (FM 1171). The undeveloped area in this area of the River Walk is expected to be similar in nature to the area surrounding the one-way couplet. The area south of Olympia Drive is not expected to change from the current gas station on the west and the commercial office building on the east. This area is approximately 400 feet from Olympia Drive to Cross Timbers Road. This area could reasonably be left at 30 mph with a change of speed at Olympia Drive to the slower 25 mph as one enters into the higher intensity of the River Walk Development itself. Staff is recommending that the entire length be 25 mph with the understanding that the speed limit signs would be placed closer to Olympia and the net result would be the same.

ATTACHMENTS:

1. Vicinity Map of Affected Streets

RECOMMENDATION: Move to recommend approval as presented in the agenda caption.

Vicinity Map - Riverside Drive and River Walk Drive



Vicinity Map

Legend

Option

- Main Focus
- Yes

Project
Location(s)



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: August 2, 2021

FROM: Sue Ridnour – Director of Library Services

ITEM: Consider approval of a purchase for the Library Expansion project, of a Laser Engraver for the Library Creation Lab, from Engraving Concepts in the amount of \$21,595.00.

BACKGROUND INFORMATION: The Library Expansion Project added a new space during the recent renovation, called the “Creation Lab.” The Creation Lab is a type of maker space, which are a popular feature in public libraries. The Creation Lab includes tools and equipment for the Library to offer classes and programs related to the concept of creating digital and physical items. This equipment is also available for the public to use, with certain restrictions and at the cost of the consumable materials. Equipment was chosen based on focus groups and surveys of residents.

Examples of equipment and tools that are currently in the lab, or on order, include: computers with content creation software, 3D printer, sewing machine, embroidery machine, circuit cutting machine, heat press, laminator and button maker. Many of these are items that individuals would not purchase for home use, because of cost or space requirements. The laser engraver is an example of such an item. It can be used to customize items such as cutting boards, coasters, décor and other household and gift items.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the purchase will remove the laser engraving activities from the Library Creation Lab.

FISCAL IMPACT: \$21,595.00

Proposed Expenditure:	Account Number(s):
\$21,595.00	533-111-32001

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

ATTACHMENTS:

1. Engraving Concepts Quote

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



311 W. Abram St., Arlington, TX 76010
t. (817)460-8122 f. (817)469-8560

QUOTE

ECLQ210520

Jul 17, 2021

Quoted To:

Jennie Evans
Flower Mound Public Library
3030 Broadmoor Ln.
Flower Mound, TX 75022
Phone: (972) 874-6153
Email: jennie.evans@flower-mound.com

Salesperson:

Jimmy DuBose
Salesman

Phone: 817-460-8122 **Ext:** 206
Email: jimmy@engravingconcepts.com

Ship To:

3030 Broadmoor Ln.
Flower Mound, TX 75022

Valid Through: Aug 16, 2021

Payment Terms: Net 30 w/ PO

Here is the quote you requested.

		Unit Price	Qty	Ext. Price
ELFE2440	Epilog Fusion Edge 24.40 watt Laser Engraver (24"x24") [MSRP: \$21,495]	\$19,500.00	1	\$19,500.00
Est. Lead Time: 10-12 weeks				
ERGAFE	Fusion Edge Rim-style Rotary Attachment	\$1,495.00	1	\$1,495.00
TrainingRemB	Remote (online) Setup & Training (2 hours)	\$195.00	1	\$195.00
50th Anniversary Discount (N/C for training session)				-\$195.00

~ Mfg. Online Beginner/Basic Training Suite included at n/c

Totals

Subtotal	\$20,995.00
Shipping	\$600.00
Grand Total	\$21,595.00

Payment Options

Select your preferred payment option / purchase terms*:

- ☐ Wire Transfer Purchase (purchase amount \$21,595.00)
- ☐ Check Purchase (purchase amount \$21,595.00)
- ☐ 60 month lease (lease amount \$21,595.00), FMV purchase option, 60 monthly payments of \$464.29 with 2 payment(s) upfront.
- ☐ 60 month lease (lease amount \$21,595.00), \$1 Buyout purchase option, 60 monthly payments of \$490.21 with 2 payment(s) upfront.

** If this quote contains lease payment options, the lease options are provided as an estimate only. Actual lease payment quotes will be provided by Geneva Capital after they have received your lease application.*

Buyer grants, conveys, and assigns a secured interest in said equipment and software until said items have been paid for in full.



Quote Terms, Conditions & Considerations

TERMS: *Unless otherwise noted **on your quote***, a 25% deposit is due with your order; the balance is due before your ship date.
Exception: If you're working with a lease company, receipt of an official PO from an authorized leasing source is acceptable in lieu of a deposit. Clearance from your leasing company is required before ship date.

Payment Methods: Cash, check, wire transfer or lease **(i.e., no credit cards)**

Typical Lead Time: Listed on quote

Required (Not included -- ***unless listed as a line item on your quote***):

External exhaust to the outside OR internal filtration unit. Specs for external exhaust fans: 350-400 CFM (for all models **except** Fusions). All models, except Fusions, have one 4" output port.

Fusion Pro 32 exhaust specs:

400 CFM for primary exhaust (upper 4" port) & 400 CFM for downdraft exhaust (lower 4" port), totaling 800 CFM.

Fusion Pro 48 exhaust specs:

400 CFM for primary exhaust (2 upper 4" ports) & 400 CFM for downdraft exhaust (lower 4" port), totaling 800 CFM.

Required (Not included -- ***unless listed as a line item on your quote***):

PC & graphics software. PC Minimum Requirements: Win7 or newer; at least 8GB RAM; at least 1GB free hard drive space; Ethernet port &/or USB port (ethernet recommended). Recommended graphics software: Corel Graphics Suite X7 or newer (DVD is required if you purchase a boxed version of Corel).



311 W. Abram St.
Arlington, TX
76010

PHONE (817)460-8122
FAX (817)469-8560
EMAIL Sales@engravingconcepts.com
WEBSITE www.engravingconcepts.com

Onsite Training: Not included -- *unless listed as a line item on your quote*

Online Training: Epilog's Virtual Training Suite (Beginner/Basic) included at no charge.
<https://training.epiloglaser.com/> Your login credentials will be provided upon the purchase of your laser.

Unlimited Corel Basics Sessions: You and anyone within your organization have a standing invitation to attend our Corel Basics classes in Arlington (2nd Monday of every month) or Houston (3rd Monday of every month) at no charge. (Currently being offered online instead.)

Personalized Online Training/Setup (2 hours): Available for \$195. Email sales@engravingconcepts.com for available appointment times.

Factory Warranty: Unless otherwise noted on your quote, 2 Year Warranty is included. Epilog factory warranty is "bumper to bumper", no exclusions.

Pre-owned Warranty: *Unless otherwise noted on your quote*, 10-day Warranty included on all pre-owned equipment.

Shipping & Handling Fees: If a liftgate is required, the freight company charges an additional \$50; if this is a residential delivery, the freight company charges an additional \$100 (which always includes the liftgate & delivery appointment).

NOTE: if inside delivery or special services are required, additional charges will apply.

Electrical Info: Your laser will be equipped with a 110 power cord unless you tell us otherwise. Exception: 120-watt systems and all Fusion Pro 48 systems are *always* equipped with 220 cord. (220 is highly recommended for 80-watt systems but not required.)



311 W. Abram St.
 Arlington, TX
 76010

PHONE (817)460-8122
 FAX (817)469-8560
 EMAIL Sales@engravingconcepts.com
 WEBSITE www.engravingconcepts.com

Epilog Fusion Edge Technical Specifications

Technical Specifications

	Fusion Edge 12	Fusion Edge 24	Fusion Edge 36
Work Area	24" x 12" (610 x 305 mm)	24" x 24" (610 x 610 mm)	36" x 24" (914 x 610 mm)
Maximum Z-Depth	7" (178 mm)	10" (254 mm)	10" (254 mm)
Laser Tube Wattage	CO2 - 30, 40, 50, or 60 watt air-cooled, metal/ceramic tube, 10.6 micrometers	CO2 - 30, 40, 50, 60, or 80 watt air-cooled, metal/ceramic tube, 10.6 micrometers	CO2 - 50, 60, or 80 watt air-cooled, metal/ceramic tube, 10.6 micrometers
	- OR -		
	Fiber - 30 watt air-cooled, includes collimator, 1064 nm, Beam quality: M2 < 1.1		
Software	Epilog Laser Software Suite: Laser Dashboard™ & Epilog Job Manager™		

Memory	Multiple files, up to 1 GB total. Engrave any file size.		
Operating Modes	Optimized Raster, Vector, and Combined modes		
Motion Control	High-speed, continuous-loop, brushless DC servo motors using rotary encoding technology for precise positioning		
X-Axis Bearings	Ground & polished stainless steel, Teflon-coated, self-lubricating bearings.		
Belts	Advanced B-style double-wide Kevlar precision drive belts.		
Resolution	Fully-flexible and user-controlled from 75 – 1200 dpi		
Optional Lenses	1.5" or 4.0"		
Speed and Power	120 IPS (3.05m/s) with 5G acceleration. Computer-controlled in .001 increments up to 100%. Color mapping feature links Speed, Power, Frequency, and Raster/Vector mode.		
Print Interface	USB, Wireless, and 10Base-T Ethernet. Windows 7/8/10 compatible.		
Size (W x D x H)	39.5" x 26.5" x 17.9"	41.52" x 32.81" x 38.04"	53.52" x 32.81" x 38.04"
	1003 x 673 x 455 mm	1055 x 834 x 967 mm	1359 x 834 x 967 mm
Weight	138 lbs (63 kg)	225 lbs (102 kg)	260 lbs (117 kg)
Electrical	110 to 240 volts, 50 or 60 Hz, single phase		

Ventilation 350-400 CFM (595-680 m³/hr) external exhaust to outside or internal filtration unit required. One output port, 4" (102 mm) diameter.

Safety Class 2 Laser Product – 1 mW CW MAXIMUM 600 – 700 nm





TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: August 2, 2021

FROM: Clay Riggs, PE, CFM, Director of Public Works

ITEM: Consider approval of an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112) from an estimated total of \$500,000.00 to an estimated total of \$780,000.00.

BACKGROUND INFORMATION: On July 17, 2017, Town Council approved the purchase of asphalt overlay services for the Public Works Street Services division, using the City of Grand Prairie's contract with Reynolds Asphalt & Construction Company, for the total amount of \$225,000. On November 4, 2019, Town Council approved an increase to the annual purchase of asphalt overlay services to \$500,000. For this fiscal year's budget Council authorized an increased funding for street maintenance. This increase in estimated annual purchase amount allowed for Ada, High Road, Simmons, and the Stonehill Pump Station entrance drive to be overlaid this fiscal year.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Grand Prairie entered into an interlocal agreement effective May 3, 2010. The initial term of the agreement was one year, and automatically renews annually, unless cancelled by either party.

FISCAL IMPACT: \$280,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$280,000.00	100-690-92240-4303

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

ATTACHMENTS:

1. City of Grand Prairie Pavement Resurfacing Services Contract #16112

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



Contract Coversheet

Dept:* Purchasing

Contract ID: 6482 R1

For: Public Works

Bid Number: 16112

Contact Name: Angi Mize

Contact Phone:* 8262

Contact Email:* amize@gptx.org

Vendor Name: Reynolds Asphalt & Construction Co.

Vendor Email: ntankersley@reynoldsasphalt.com

Project Name: Pavement Resurfacing Services

Summary renewal #3 with price increase

Permanent Retention*

☐ Yes

☒ No

Contract Amount

Account #

Work Order #

\$ 4,013,790.00

Implementation Date

Termination Date

Council Approval Date

8/17/2016

8/31/2020

8/6/2019

Contract Approvals

Department Manager:

Kathleen Mercer

Date 8/9/2019

City Attorney Signature

Megan Mahan

Date 8/9/2019

City Manager Signature

Anna Dell

Date 8/12/2019

City Secretary Signature

Catherine E. DiMaggio

Date 8/12/2019

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **REYNOLDS ASPHALT & CONSTRUCTION CO.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide asphalt release agents per bid award resulting from vendor's response to RFB #16112, submitted by Ned Tankersley, on July 26, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling up to \$3,523,900.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on July 12, 2017 and extended the term of the contract through August 31, 2018; and

WHEREAS, the second of four available renewal options was executed on July 20, 2018 and extended the term of the contract through August 31, 2019; and

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The CITY agrees that the price redetermination is acceptable and in the best interest of the CITY and such price increase, which is attached hereto and incorporated herein as Exhibit A; and
2. The parties mutually agree to extend the term of the contract and execute the third of the four available renewal options and extend the contract expiration to midnight on August 31, 2020 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

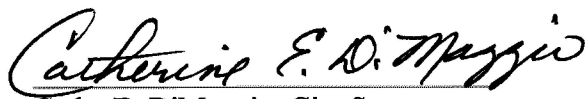
3. The estimated annual amount to be paid to VENDOR by the CITY under such contract shall be increased by the sum of \$489,890.00, to reflect the price redetermination as described in Exhibit A, making the total estimated annual amount to be paid to VENDOR under such contract \$4,013,790.00, to reflect the one year renewal; and The five year total if all extension are exercised will increase from \$17,619,500.00 to \$22,024,375.00; and
4. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the _____ day of _____, 2019

CITY OF GRAND PRAIRIE, TEXAS

By: 
Anna Doll, Deputy City Manager

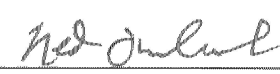
ATTEST:


Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Megan Mahan, City Attorney

**REYNOLDS ASPHALT &
CONSTRUCTION CO.**

By: 
Printed
Name: Ned Tankersley
Title: Vice President



Annual Agreement Change Order Worksheet

16112 Reynolds Asphalt - EXHIBIT A						
<u>Possible Contract Years</u>			5			
<u>Original Annual Contract Value</u>		\$3,523,900.00	Original Max Potential Value		\$ 17,619,500.00	
25% Maximum Increase		\$ 880,975.00	Max Possible Value		\$ 22,024,375.00	
Max Possible Annual Contract Value		\$4,404,875.00	Current Total Value		\$ 18,599,280.00	
<u>Dollar Value each on each Contract Term</u>						
<u>Contract Action</u>	<u>Initial Term</u>	<u>Renewal 1</u>	<u>Renewal 2</u>	<u>Renewal 3</u>	<u>Renewal 4</u>	
Renewal 1	\$ -	\$ -	\$ -	\$ -	\$ -	
Renewal 2	\$ -	\$ -	\$ -	\$ -	\$ -	
Renewal 3	\$ -	\$ -	\$ -	\$ 489,890.00	\$ 489,890.00	
Renewal 4	\$ -	\$ -	\$ -	\$ -	\$ -	
Percentage Change	0.00%	0.00%	0.00%	13.90%	13.90%	
Total of Changes	\$ -	\$ -	\$ -	\$ 489,890.00	\$ 489,890.00	
PREVIOUS TERM Annual Contract Value						
CURRENT TERM Annual Contract Value	\$3,523,900.00					
FUTURE TERM Annual Contract Value		\$3,523,900.00	\$3,523,900.00	\$4,013,790.00	\$4,013,790.00	

Exhibit A

Exhibit A

TABULATION RFB# 16112 PAVEMENT RESURFACING SERVICES			Vendor Name Contact Email Phone City/State		Reynolds Asphalt & Construction Ned Tankersley ntankersley@reynoldsasphalt.com 817-267-3131 Euless, TX				
Item#	Line Item Description	UOM	Est Quantity	Unit Price	Est Cost	2019 Prices	New Total	\$ Increase	% Increase
1	HMAC Type D Delivered more than 1500 tons	Tons	7900	74.50	\$ 588,550.00	\$ 85.60	\$ 676,240.00	\$ 11.10	14.90%
2	HMAC Type D Delivered 500 to 1499 tons	Tons	4700	80.00	\$ 376,000.00	\$ 91.90	\$ 431,930.00	\$ 11.90	14.88%
3	HMAC Type D Delivered less than 499 tons	Tons	1200	92.00	\$ 110,400.00	\$ 105.70	\$ 126,840.00	\$ 13.70	14.89%
4	HMAC Type C Delivered more than 1500 tons	Tons	5400	74.00	\$ 399,600.00	\$ 85.00	\$ 459,000.00	\$ 11.00	14.86%
5	HMAC Type C Delivered 500 to 1499 tons	Tons	3000	78.30	\$ 234,900.00	\$ 89.90	\$ 269,700.00	\$ 11.60	14.81%
6	HMAC Type C Delivered less than 499 tons	Tons	1200	92.00	\$ 110,400.00	\$ 105.70	\$ 126,840.00	\$ 13.70	14.89%
7	HMAC Type B Delivered more than 1500 tons	Tons	5400	73.50	\$ 396,900.00	\$ 84.40	\$ 455,760.00	\$ 10.90	14.83%
8	HMAC Type B Delivered 500 to 1499 tons	Tons	3000	77.00	\$ 231,000.00	\$ 88.40	\$ 265,200.00	\$ 11.40	14.81%
9	HMAC Type B Delivered less than 499 tons	Tons	1200	91.00	\$ 109,200.00	\$ 104.50	\$ 125,400.00	\$ 13.50	14.84%
10	Additional Mileage Charge - Hauled beyond the first 10 miles from bidders plant for Items # 1-9 Per Ton Per Mile	Tons	5500	0.60	\$ 3,300.00	\$ 0.60	\$ 3,300.00	\$ -	0.00%
11	Move In Charge	Each	30	1,200.00	\$ 36,000.00	\$ 1,200.00	\$ 36,000.00	\$ -	0.00%
12	Thorough Fare Traffic Control	Each	30	2,400.00	\$ 72,000.00	\$ 2,400.00	\$ 72,000.00	\$ -	0.00%
13	Manhole Ring Riser	Each	200	250.00	\$ 50,000.00	\$ 250.00	\$ 50,000.00	\$ -	0.00%
14	Valve Ring Riser	Each	200	150.00	\$ 30,000.00	\$ 150.00	\$ 30,000.00	\$ -	0.00%
15	Base Repair - Flex Base	Tons	500	67.00	\$ 33,500.00	\$ 79.70	\$ 39,850.00	\$ 12.70	18.96%
16	Flex Base Furnish and Install	Tons	3000	32.20	\$ 96,600.00	\$ 38.30	\$ 114,900.00	\$ 6.10	18.94%
17	Recycling 8" Deep More Than 3000+ sy	SY	13500	7.90	\$ 106,650.00	\$ 9.00	\$ 121,500.00	\$ 1.10	13.92%
18	Recycling 8" Deep 1400 to 2999 sy	SY	9000	9.00	\$ 81,000.00	\$ 10.30	\$ 92,700.00	\$ 1.30	14.44%
19	Recycling 8" Deep less than 1399 sy	SY	4200	16.50	\$ 69,300.00	\$ 18.90	\$ 79,380.00	\$ 2.40	14.55%
20	Hauling Excessive Material More Than 101 cy	CY	6000	18.70	\$ 112,200.00	\$ 23.00	\$ 138,000.00	\$ 4.30	22.99%
21	Hauling Excessive Material 51 to 100 cy	CY	1500	21.00	\$ 31,500.00	\$ 25.90	\$ 38,850.00	\$ 4.90	23.33%
22	Hauling Excessive Material 50 or Less cy	CY	200	30.00	\$ 6,000.00	\$ 37.00	\$ 7,400.00	\$ 7.00	23.33%
23	Wedge Milling	LF	6000	3.80	\$ 22,800.00	\$ 4.40	\$ 26,400.00	\$ 0.60	15.79%
24	Full Depth Milling 0 to 4"	SY	15000	4.50	\$ 67,500.00	\$ 5.20	\$ 78,000.00	\$ 0.70	15.56%
25	Full Depth Milling Each Additional Inch	SY	15000	0.75	\$ 11,250.00	\$ 0.75	\$ 11,250.00	\$ -	0.00%
26	Backfill Shoulders	LF	12000	1.40	\$ 16,800.00	\$ 1.40	\$ 16,800.00	\$ -	0.00%
27	Pulverization	SY	15000	4.45	\$ 66,750.00	\$ 4.45	\$ 66,675.00	\$ (0.00)	-0.11%
27	Petromat less than 2500 sy	SY	1000	5.35	\$ 5,350.00	\$ 5.35	\$ 5,350.00	\$ -	0.00%
28	Petromat 2500 - 4999 sy	SY	3000	3.15	\$ 9,450.00	\$ 3.15	\$ 9,450.00	\$ -	0.00%
29	Petromat more than 5000 sy	SY	15000	2.60	\$ 39,000.00	\$ 2.60	\$ 39,000.00	\$ -	0.00%
ESTIMATED TOTAL					\$3,523,900.00		\$ 4,013,715.00	\$ 489,815.00	13.90%

Price Increase Justification							
Asphalt Items	% Increase	% of Cost	Total				
Labor	35.0%	9.00%	3.15%				
Equipment	7.0%	7.00%	0.49%				
Materials-Aggregate	13.0%	35.00%	4.55%				
Materials-Asphalt	15.7%	40.00%	6.28%				
Asphalt Haul	4.3%	9.00%	0.39%				
			14.86%				
Cement Items	% Increase	2016	2019	Diff	% Incr	% of Cost	Total
Labor	35.0%					28%	9.80%
Equipment	7.0%					34%	2.38%
Materials-Cement	8.9%	\$108.40	\$118.00	\$9.60	8.86%	24%	2.13%
							14.31%
Flex Base Items	% Increase	2016	2019	Diff	% Incr		
Labor	35.0%					35%	12.25%
Equipment	7.0%					22%	1.54%
Materials-Flex Base	12.5%	\$8.00	\$9.00	\$1.00	12.50%	30%	3.75%
Haul-Flex Base	11.1%	\$4.50	\$5.00	\$0.50	11.11%	13%	1.44%
							18.98%
Hauling Excess Material Items	% Increase	2016	2019	Diff	% Incr		
Labor	35.0%					11%	3.85%
Equipment	7.0%					9%	0.63%
Haul-off	25.0%	\$100.00	\$125.00	\$25.00	25.00%	75%	18.75%
							23.23%
Milling Items	% Increase						
Labor	35.0%					29%	10.15%
Equipment	7.0%					57%	3.99%
Haul-off	5.0%					10%	0.50%
							14.64%

	2016	2019		
	Labor		\$Incr	% Incr
Supervisor	\$310.00	\$370.00	\$60.00	19.35%
Blademan	\$26.00	\$32.00	\$6.00	23.08%
Mixer Oper	\$17.50	\$24.00	\$6.50	37.14%
Loader Op	\$16.50	\$24.00	\$7.50	45.45%
Roller Op	\$15.50	\$25.00	\$9.50	61.29%
Pneumatic Op	\$17.00	\$23.00	\$6.00	35.29%
Water Truck Driver	\$15.00	\$23.00	\$8.00	53.33%
Laborer	\$14.00	\$18.00	\$4.00	28.57%
Paver Oper	\$20.00	\$27.00	\$7.00	35.00%
Screwman	\$19.00	\$27.00	\$8.00	42.11%
Raker	\$18.00	\$24.00	\$6.00	33.33%
Backhoe Op	\$16.50	\$23.00	\$6.50	39.39%
Compact Op	\$18.00	\$23.00	\$5.00	27.78%
Distributor Driver	\$17.50	\$24.00	\$6.50	37.14%
Tractor Op-HMAC	\$18.50	\$25.00	\$6.50	35.14%

	2016	2019		
	Equipment		\$Incr	% Incr
Blade	\$45.00	\$50.00	\$5.00	11.11%
Mixer	\$150.00	\$160.00	\$10.00	6.67%
CMI Mixer	\$205.00	\$215.00	\$10.00	4.88%
Track Loader	\$75.00	\$80.00	\$5.00	6.67%
Compactor	\$60.00	\$65.00	\$5.00	8.33%
Flatwheel	\$40.00	\$45.00	\$5.00	12.50%
Pneumatic	\$45.00	\$50.00	\$5.00	11.11%
Water Truck	\$35.00	\$40.00	\$5.00	14.29%
Backhoe	\$40.00	\$40.00	\$0.00	0.00%
Distributor	\$75.00	\$80.00	\$5.00	6.67%
Large Paver	\$90.00	\$100.00	\$10.00	11.11%
Small Paver	\$175.00	\$185.00	\$10.00	5.71%
Utility Truck	\$125.00	\$130.00	\$5.00	4.00%
Dozer	\$125.00	\$130.00	\$5.00	4.00%
Vibr Plate	\$200.00	\$200.00	\$0.00	0.00%
Power Broom	\$200.00	\$200.00	\$0.00	0.00%
HPneumatic	\$55.00	\$60.00	\$5.00	9.09%
Truck Hrly	\$55.00	\$60.00	\$5.00	9.09%
Little Roller	\$35.00	\$40.00	\$5.00	14.29%
R.Tire Loader	\$50.00	\$55.00	\$5.00	10.00%
Vibratory Roller	\$35.00	\$40.00	\$5.00	14.29%
Air Compressor	\$100.00	\$100.00	\$0.00	0.00%
Curb Machine	\$100.00	\$100.00	\$0.00	0.00%
Trackhoe	\$100.00	\$110.00	\$10.00	10.00%
Water Truck	\$30.00	\$35.00	\$5.00	16.67%
615C Scraper	\$175.00	\$185.00	\$10.00	5.71%
Material Transfer	\$150.00	\$160.00	\$10.00	6.67%
Chip Spreader	\$100.00	\$110.00	\$10.00	10.00%
Road Widener	\$75.00	\$80.00	\$5.00	6.67%
Skid Steer w/Miller	\$50.00	\$55.00	\$5.00	10.00%
Arrow Board	\$60.00	\$65.00	\$5.00	8.33%
Petromat Tractor	\$30.00	\$35.00	\$5.00	16.67%
Milling Machine	\$325.00	\$350.00	\$25.00	7.69%

RAW MATERIALS

	2016	2019	\$Incr	% Incr
"B" Rock	\$11.50	\$13.00	\$1.50	13.04%
"C" Rock	\$11.50	\$13.00	\$1.50	13.04%
"D" Rock	\$11.25	\$12.75	\$1.50	13.33%
Manuf Sand	\$8.50	\$9.50	\$1.00	11.76%
RAP	\$8.00	\$8.00	\$0.00	0.00%
Batch Cost	\$6.50	\$7.00	\$0.50	7.69%
PG 64-22	\$415.00	\$480.00	\$65.00	15.66%

ASPHALT HAUL

MILES	2016	2019	\$Incr	% Incr
01	\$49.37	\$51.50	\$2.13	4.31%
02	\$49.37	\$51.50	\$2.13	4.31%
03	\$49.37	\$51.50	\$2.13	4.31%
04	\$49.37	\$51.50	\$2.13	4.31%
05	\$50.61	\$52.79	\$2.18	4.31%
06	\$53.05	\$55.34	\$2.28	4.31%
07	\$54.93	\$57.29	\$2.37	4.31%
08	\$57.68	\$60.16	\$2.48	4.31%
09	\$59.84	\$62.42	\$2.58	4.31%
10	\$61.94	\$64.61	\$2.67	4.31%
11	\$64.10	\$66.86	\$2.76	4.31%
12	\$66.56	\$69.42	\$2.87	4.31%
13	\$69.01	\$71.98	\$2.97	4.31%
14	\$71.18	\$74.24	\$3.07	4.31%
15	\$73.62	\$76.80	\$3.17	4.31%
16	\$75.79	\$79.05	\$3.26	4.31%
17	\$77.89	\$81.25	\$3.35	4.31%
18	\$80.69	\$84.17	\$3.48	4.31%
19	\$82.80	\$86.36	\$3.57	4.31%
20	\$84.67	\$88.31	\$3.65	4.31%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2019

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

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

PRODUCER The Sweeney Company 1121 E. Loop 820 South P O Box 8720 Fort Worth TX 76124-0720	CONTACT NAME: Joyce Womack PHONE (A/C, No, Ext): (817) 457-6700 FAX (A/C, No): (817) 457-7246 E-MAIL ADDRESS: Joyce@thesweeneyco.com														
INSURED Reynolds Asphalt & Construction Company P.O. Box 370 Euless TX 76039	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Ins Co</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER B: Am Cas Co of Reading, PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER C: Great American Insurance Co</td> <td style="text-align: center;">16691</td> </tr> <tr> <td>INSURER D: Continental Casualty Co</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Ins Co	20508	INSURER B: Am Cas Co of Reading, PA	20427	INSURER C: Great American Insurance Co	16691	INSURER D: Continental Casualty Co	20443	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Valley Forge Ins Co	20508														
INSURER B: Am Cas Co of Reading, PA	20427														
INSURER C: Great American Insurance Co	16691														
INSURER D: Continental Casualty Co	20443														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			4028760229	5/8/2019	5/8/2020	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☒ CONTRACTUAL, XCU						MED EXP (Any one person)	\$ 5,000
	☒ CROSS LIAB, BFPD						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: \$2,000 DED PER PD OCC							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			4028760232	5/8/2019	5/8/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☒ MCS90							\$
C	☒ UMBRELLA LIAB			TUU 1-23-12-47 - 03	5/8/2019	5/8/2020	EACH OCCURRENCE	\$ 10,000,000
	☐ EXCESS LIAB						AGGREGATE	\$ 10,000,000
	☐ DED ☒ RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4028760215	5/8/2019	5/8/2020	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Excluded Debbie Reynolds, Meto Miteff, Virginia Miteff							

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

Vendor RFB #16112 PO 281. WC, GL & auto include a blanket automatic waiver of subrogation endt & the GL, auto include a blanket automatic additional insured endt providing additional insured & waiver of subrogation status to the cert holder only when there is a written contract between the named insured & the cert holder that requires such status. Additional insured endts contains special primary & noncontributory wording. Umbrella follows form additional insured & waiver of subrogation. The policies include an endt providing 30 days notice of canc (10 days for nonpay of premium) to the cert holder.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF GRAND PRAIRIE P O BOX 534045 GRAND PRAIRIE, TX 75053-4045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charles Sweeney/JOYCE <i>Charles Sweeney</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: August 2, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP21-0001 - My Garage Self Storage) for My Garage Self Storage. The property is generally located north of Canyon Falls Drive and east of Stonecrest Road. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its July 26, 2021, meeting.*)**



SUMMARY DATA:

- Lot Size – 3.155 acres
- Building square feet – 93,753 sf with 575 units
- SMARTGrowth – Passed with previously approved development applications for this project.
- CSP – The applicant is requesting to allow a primary sign to be placed on the east façade of the building to increase sign visibility from U.S. 377.
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 3

REGULAR ITEM

DATE: July 26, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP21-0001 - My Garage Self Storage) for My Garage Self Storage. The property is generally located north of Canyon Falls Drive and east of Stonecrest Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to allow one additional wall sign for My Garage Self Storage. The property is zoned Planned Development District-155 (PD-155) for Commercial District-1 with a Specific Use Permit (SUP-450) for a mini-warehouse facility.

Per the Town's sign ordinance, the building is allowed to have one primary and two secondary wall signs not to exceed 300 square feet, to be placed on the building storefront. The building has one primary wall sign measuring approximately 81 square feet approved and installed on the south façade over the main entrance (storefront). As the lot does not have direct frontage along Stonecrest Road (existing lots between the building and road) or U.S. 377 (railroad parcel between the building and the road), the Town's sign ordinance does not permit wall signs to be placed on the west (Stonecrest Road side) or the east (U.S. 377 side) facades.

The applicant is requesting a second sign measuring approximately 153 square feet to be placed on the east facade that would be visible from U.S. 377. If approved, the combined area of the two wall signs will measure approximately 234 square feet, 66 square feet under the allowable sign area.

The Town's Sign Code states that the purpose of a Comprehensive Sign Package is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration.

On June 10, 2019, the Planning and Zoning Commission approved a site plan (SP18-0022) to develop a mini-warehouse facility at this location.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning application requests. CSP21-0001 had a total of 8 Property Owner Notifications mailed. At the time this report was written, staff had not received any correspondence regarding this item.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

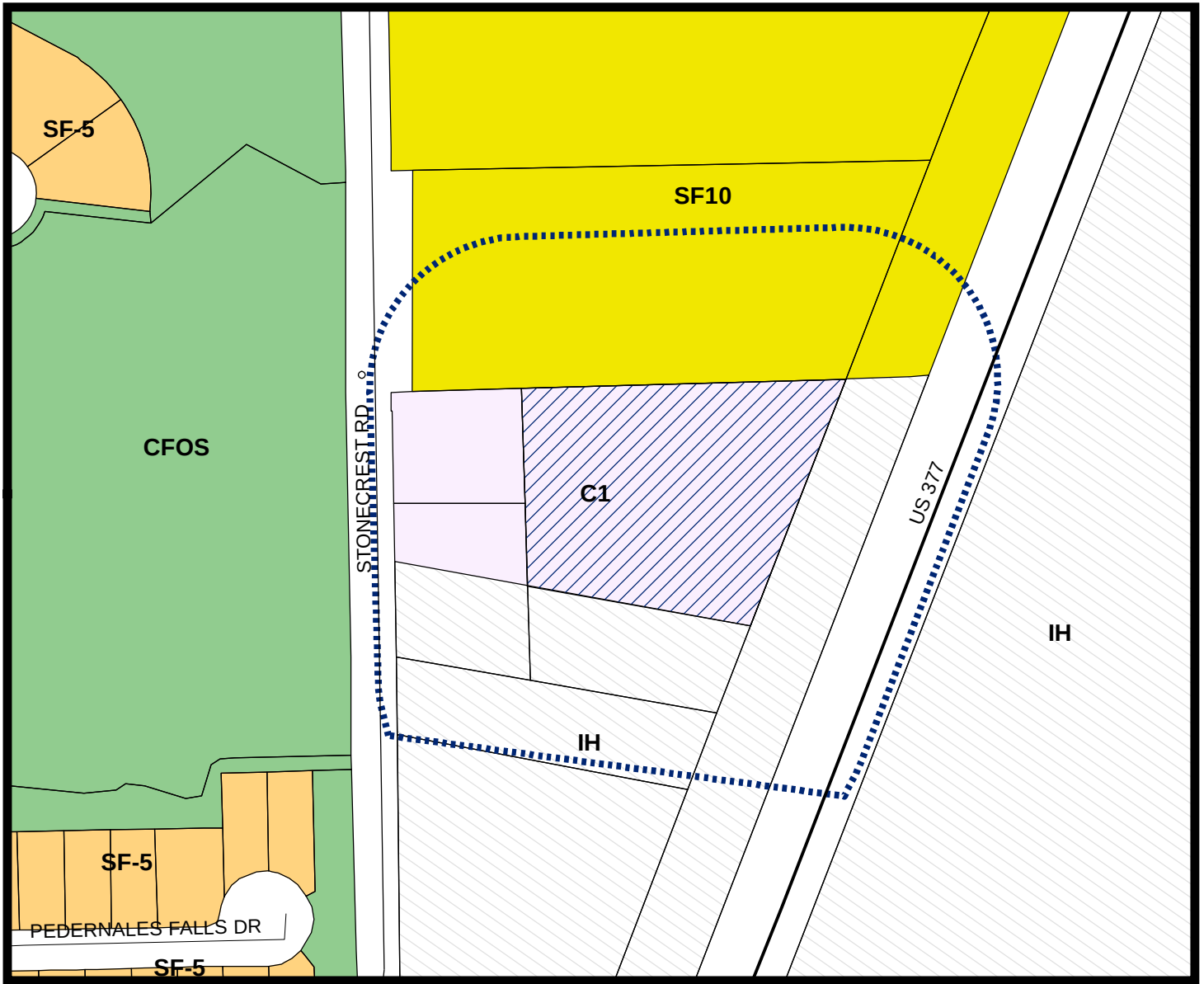
B. Application Details

1. Comprehensive Sign Package



Vicinity Map

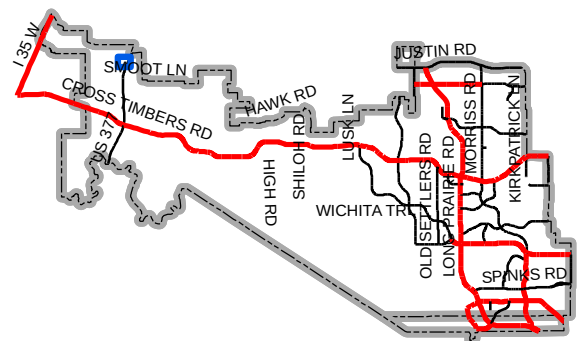
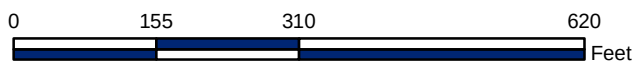
Reference Project: CSP21-0001



LEGEND

- Canyon Falls Open Space
- Single Family 5
- Single Family 10
- Commercial 1
- Interim Holding

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



TO: Planning Services, Town of Flower Mound

FROM: Will S. Harvey

DATE: June 1, 2021

RE: Letter of Intent – Signage: My Garage Self Storage, 6404 Stonecrest Rd, Flower Mound, TX 76226

This letter is to request your consideration and approval of a comprehensive sign package for My Garage Self Storage. It is a Class A self-storage development located in commercial zoning off of highway 377 at 6404 Stonecrest Road.

To be successful we request permission to mount a sign on the East facing façade of the building (facing 377) where the majority of our traffic will be coming from.

Under normal circumstances this request would be allowed via the regular permitting process, however the railroad lies between our project and the highway. The railroad is technically a parcel and signs are not allowed to face other parcels. Clearly our sign is not the type or location that was meant to be disallowed when the ordinance was written as it only technically faces a parcel, the intent is to get our business visibility along 377; which is critical for us as the building is not readily identifiable as a storage facility but an office building.

The proposed additional sign would add a total of 153 square feet of signage to the project. We currently have an 81 square foot sign facing South. As you can see from the attached photos the South facing sign is not visible from 377 (especially in the summer) and the East sign will help. With 81 square feet already permitted on the South side total building signage will be 234 square feet, 66 square feet under the limit.

We respectfully request that the Town of Flower Mound approve this Comprehensive Sign Package. We believe the style, class and quality of our construction and facility are appropriate for the town and the addition of this sign will help ensure customers can find our facility. Thank you for your consideration of our application, please feel free to reach out to me with any additional questions.

Sincerely,



Will S. Harvey



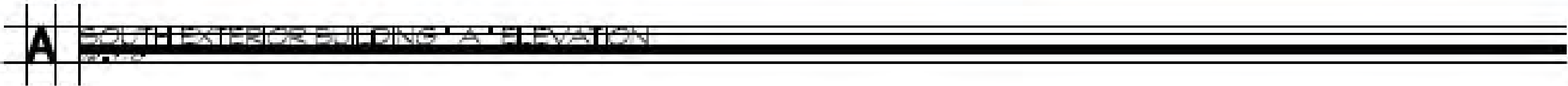
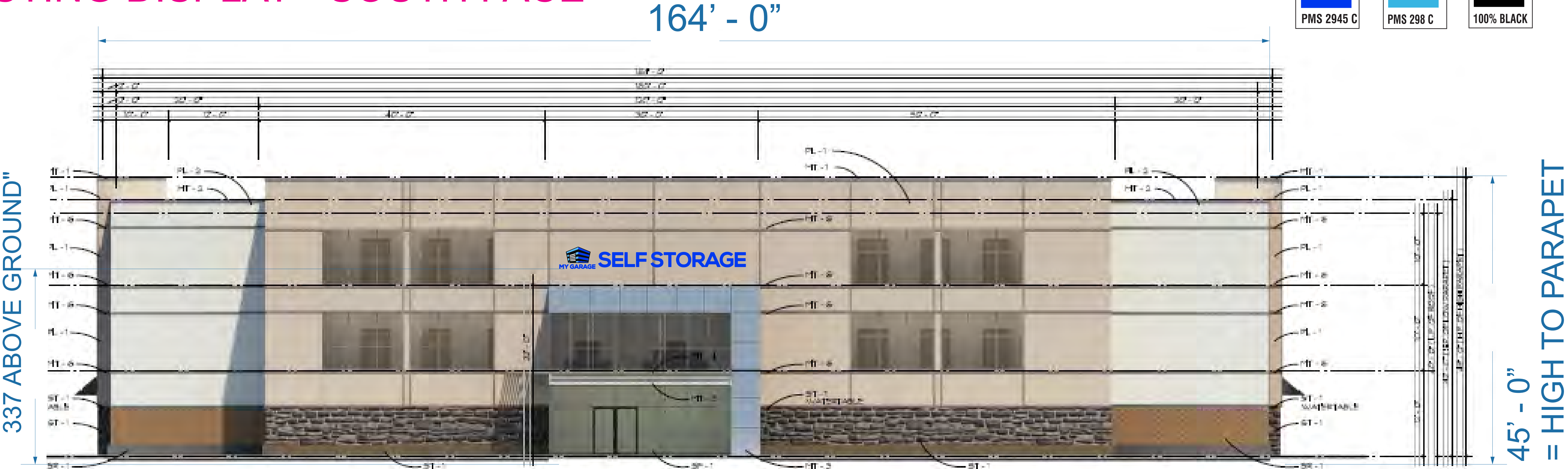
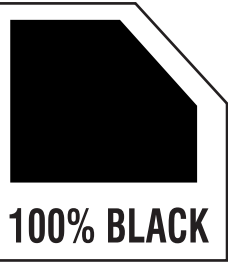
Office: 915.584.8242 | Cell: 915.929.9154

4798 Doniphan | El Paso, TX | 79922

www.rbdevco.com

DEVELOPMENT WITH PURPOSE

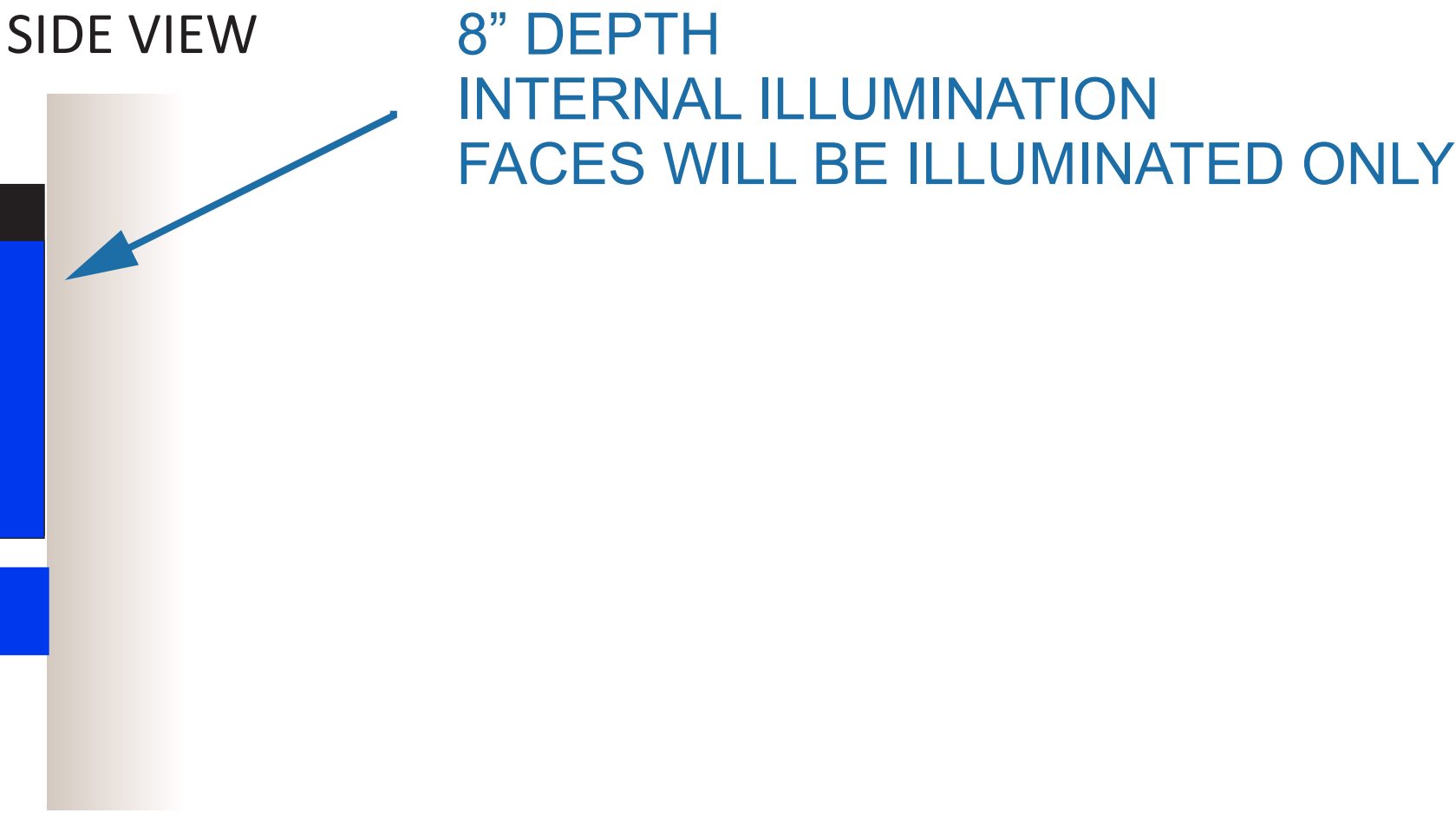
EXISTING DISPLAY - SOUTH FACE



Quantity: 1
3M Vinyl (around border) / UPGRADE: 3/16" Impact Modified Acrylic (WHITE #2447 or #7328)
1" Jewelite® Trimcap / 12" .063 Returns / UPGRADE: .063 White Aluminum Backs

Project Address : 6404 Stonecrest
Flower Mound, TX

Single Stroke Led / Logo Boxes Grid Stroke
FRONT-LIT CHANNEL LOGO
MOUNTING: Direct to Wall --- Paper Pattern --- 1/4" Threaded Rod & Riv Nuts --- Power Supplies and UL Labels included on Illuminated Projects.
FRONT-LIT CHANNEL LOG



PLEASE READ PROOF CAREFULLY, ONCE APPROVED, DIESEL SIGNS AND DISPLAYS WILL NOT BE FINANCIALLY RESPONSIBLE FOR MISSPELLINGS OR INCORRECT LAYOUTS:



469-744-6569
www.dieselsigns.com
sales@dieselsigns.com
1625 Lakeview Lane, Wylie TX 75098

CLIENT:
My Garage Self Storage
EP Riverbend Development

DESIGNER: J. LANSBERRY
CUSTOMER APPROVAL:
DATE:

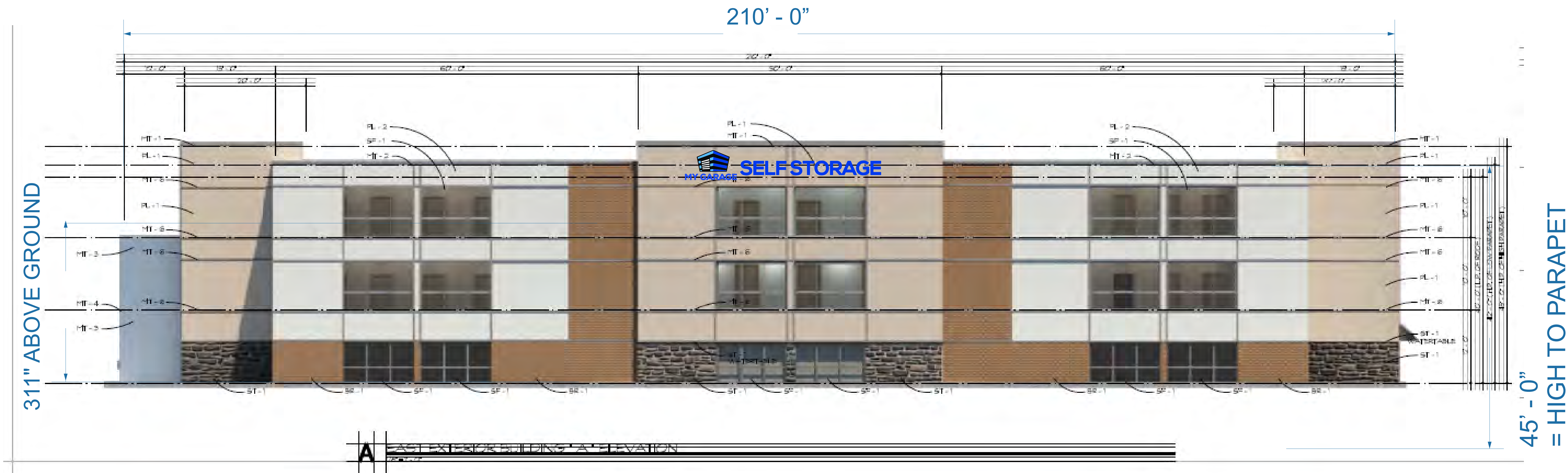
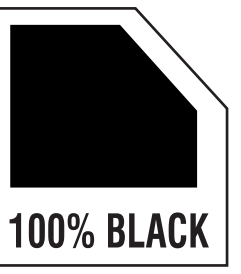
3/09/18
REV: 4/07/19
REV: 10/28/20



DESIGN#

PAGE # 2 OF 5

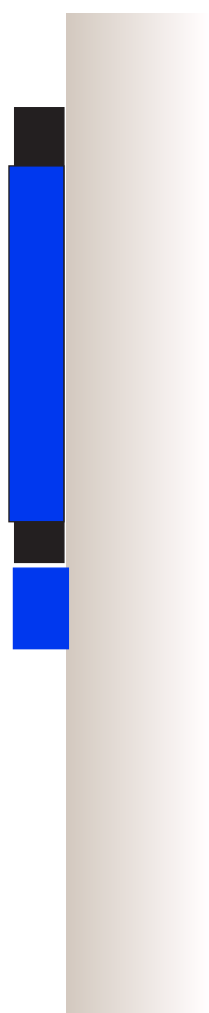
EAST FACE (150 sq. ft.)



Project Address : 6404 Stonecrest
Flower Mound, TX



SIDE VIEW



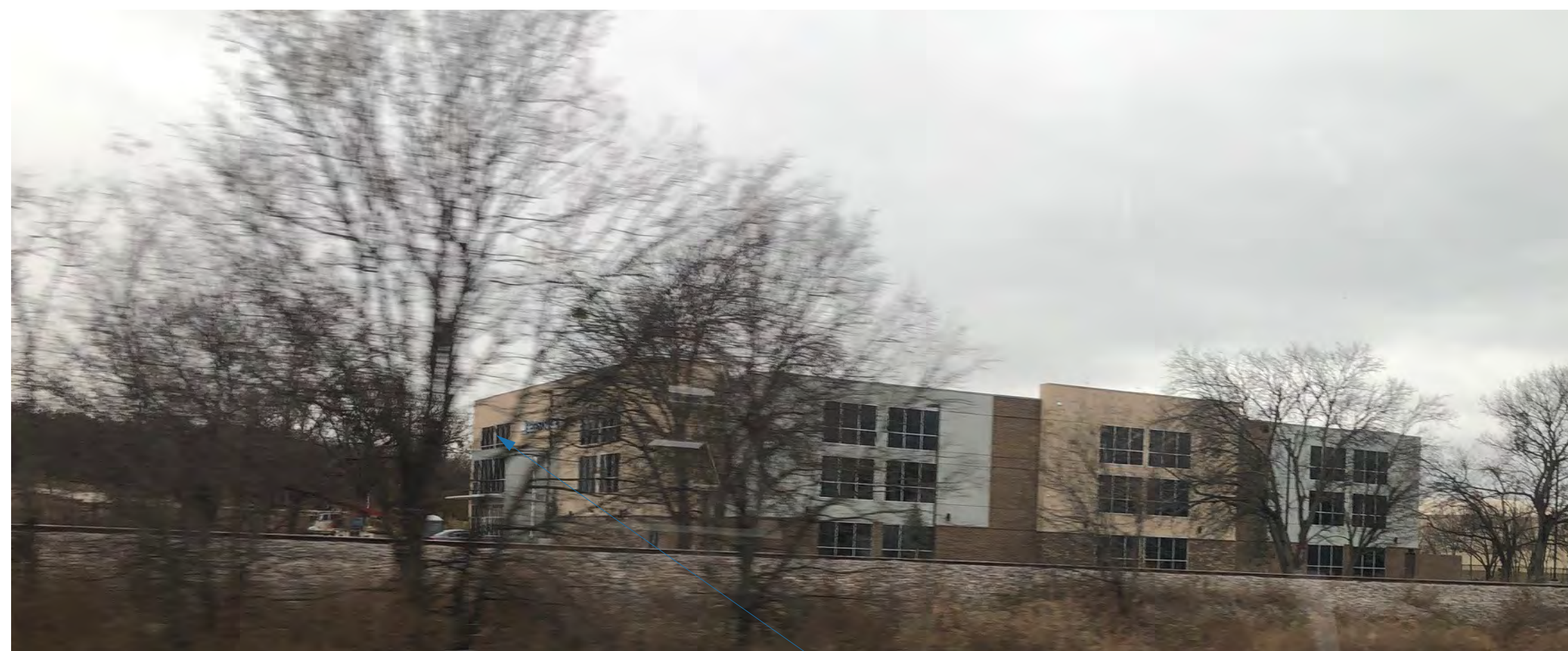
Quantity: 1
3M Vinyl (around border) / UPGRADE: 3/16" Impact Modified Acrylic (WHITE #2447 or #7328)
1" Jewelite® Trimcap / 12" .063 Returns / UPGRADE: .063 White Aluminum Backs

Single Stroke Led / Logo Boxes Grid Stroke
FRONT-LIT CHANNEL LOGO
MOUNTING: Direct to Wall --- Paper Pattern --- 1/4" Threaded Rod & Riv Nuts --- Power Supplies and UL Labels included on Illuminated Projects.
FRONT-LIT CHANNEL LOG

Requested Signage via
Comprehensive Sign
Review FM



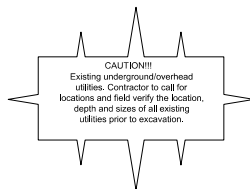
LOT ON EAST FACE



TREE LINE OBSCURES
SOUTH FACE DISPLAY FROM HIGHWAY



Current Conditions

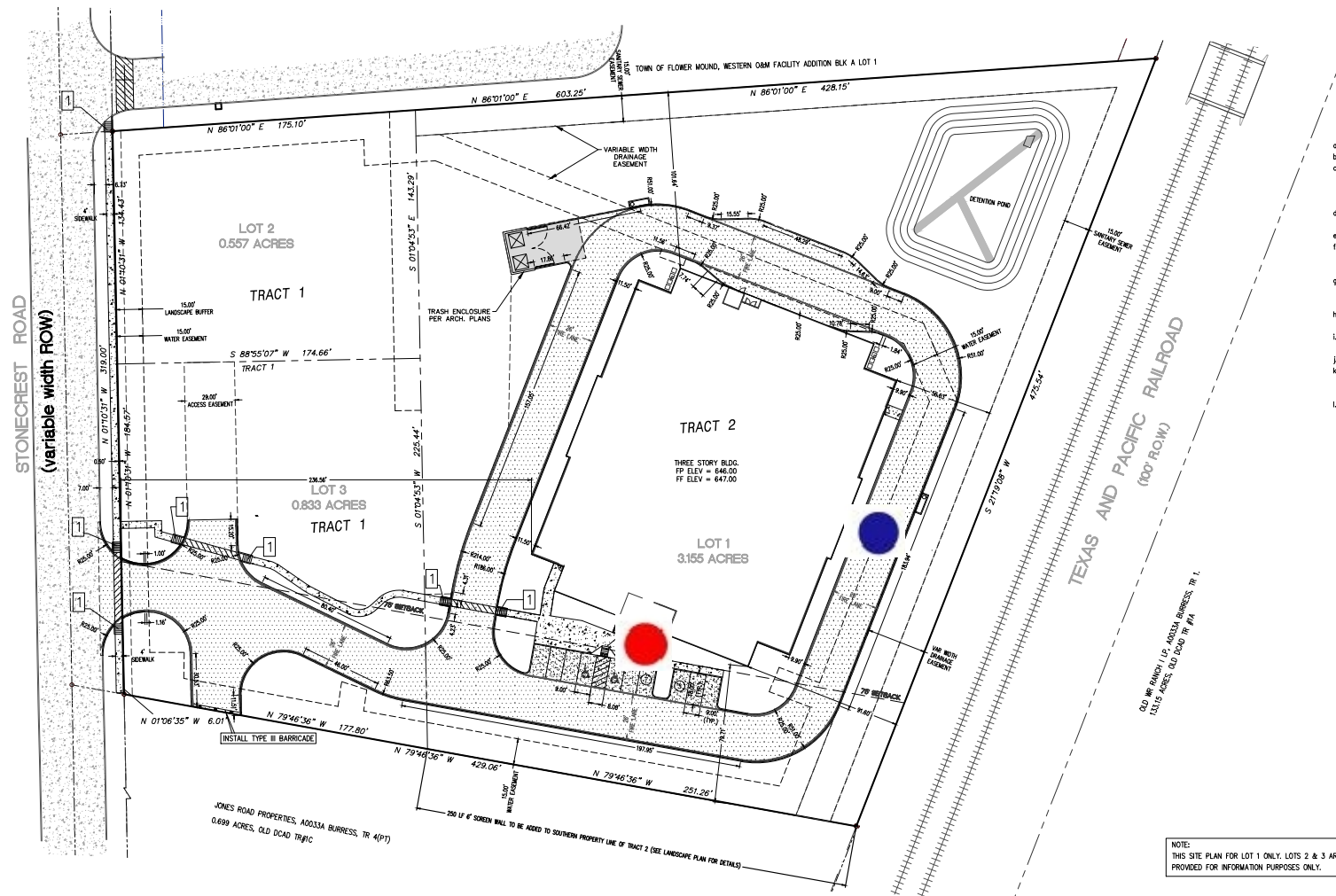
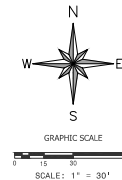


THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z June 10, 2019
T.C. N/a
SEE ATTACHED FOR CONDITIONS SPL-10022



**SUPPLEMENTARY
PAVING/STRIPING NOTES**

7 CURB RAMP PER TxDOT STD. DETAIL PED-18.
1 CURB RAMP PER TxDOT STD. DETAIL PED-18.
LL PARKING SIGN PER T.A.S. STANDARDS.
LL PARKING SPACE STRIPING PER M.U.T.C.D. STANDARDS.
LL ADA ACCESSIBLE SPACE PAVEMENT SYMBOLS AND STRIPING PER
C.D. STANDARDS.
LL 4' SIDEWALK PER TOWN OF FLOWER MOUND STD. DETAIL ST-8.



GENERAL NOTES

- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- FACE OF CURB RADI ARE 3' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT FOR SUBGRADE PREPARATION, REINFORCEMENT AND PAVEMENT THICKNESS REQUIREMENTS. REPORT PREPARED BY CCM ENGINEERING, INC., REPORT NO. 2608-18-01, DATED 03-16-2018.
- ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
- ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN THE SAME MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- RETAINING WALLS 4 FOOT IN HEIGHT OR TALLER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUILDING PERMIT THROUGH THE BUILDING DEPARTMENT.

SITE DATA TABLE	
PHYSICAL ADDRESS	6404 STONECREST ROAD
GROSS SITE AREA	LOT 1; IN TRACT 2- 3.155 AC.
ZONING	PD-155 W/ C-1 DISTRICT USES.
CURRENT USE/PROPOSED	RESIDENTIAL LOT/ SUP-450 FOR MINI WAREHOUSE (TRACT 2 ONLY)
LOT COVERAGE DATA	
• BUILDING COVERAGE	31,300 FT ²
• IMPERVIOUS AREA	1.45 ACRES
• PERVIOUS AREA	1.7 ACRES
• BUILDING COVERAGE	22.77%
• LOT COVERAGE	45.96%
PARKING SUMMARY	
SURFACE PARKING	1 SPACE/75 UNITS (575 UNITS)
• REQUIRED	8 SPACES
• PROVIDED	8
• OTHER	2 HANDICAPPED SPACES
TOTAL PARKING	10 SPACES TOTAL*
BUILDING DATA	
• NO. UNITS	575
• BUILDING	31,300 FT ² FOOTPRINT
• PEAK HEIGHT	44'-10"
• MEAN HEIGHT	44'-10"
• TOTAL SQUARE FOOTAGE	93,753 FT ²

NOTE:
THIS SITE PLAN FOR LOT 1 ONLY; LOTS 2 & 3 ARE PROVIDED FOR INFORMATION PURPOSES ONLY.

OWNER: DOMINICK & YIMENA VALENTI, SCOTT QUINN,
KANCO INVESTMENT PROPERTIES, LLC, & ALLEN TRIGUERO
C.O DONALD JONES CONSULTING & SERVICE LLC
PO BOX 889
KELLER, TX 76444-0889

CCM Engineering

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.681.6533
Fax: 972.681.6628
TBP# FIRM #605

Stonecrest Storage

Site Plan



REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 2-10-19
SCALE:
NOTES:
FILE:

Sheet 03 of 14



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: August 2, 2021

FROM: Debra Wallace, Interim Town Manager/CFO *DW*

ITEM: Consider approval of a resolution creating the All Together Flower Mound Commission (ATFMC) for the Town of Flower Mound.

BACKGROUND INFORMATION:

- [September 21, 2020](#) (*Announcements*) – Councilmember reported on a community conversation event that the City of Lewisville had regarding ways they could improve in community diversity.
- [November 2, 2020](#) (*Future Agenda Item*) – Town Council provided direction to review programs that would address the *Hate Has No Home* awareness initiative.
- [January 4, 2021](#) (*Town Manager Report*) - Town Council provided direction to proceed with the *All Together Flower Mound* focus group.
 - Fifty-one people attended eight All Together Flower Mound focus group meetings between March 25, 2021, and May 18, 2021.
 - Staff implemented many of the ideas from the focus group.
- [June 21, 2021](#) (*Town Manager Report*) - Town Council was provided an update and staff received direction to continue the discussion at the Strategic Planning Session.
- [July 15, 2021](#) (*Strategic Planning Session – video minute marker 4:54*) - Town Council was provided a draft resolution.

The attached resolution creates an ATFMC and includes revised language based on Council feedback.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Approve the draft resolution as presented. Modify language in the draft resolution. Don't create the ATFMC and staff continues to build on recommendations presented during the focus group meetings.

FISCAL IMPACT: N/A

ATTACHMENTS:

1. Draft resolution

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

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

TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____

**A RESOLUTION CREATING THE ALL TOGETHER FLOWER MOUND
COMMISSION FOR THE TOWN OF FLOWER MOUND, DEFINING THE
DUTIES AND TERMS OF THE COMMISSION; AND DECLARING AN
EFFECTIVE DATE.**

WHEREAS, the Town of Flower Mound acknowledges that it values and respects all citizens, employees, volunteers, visitors, businesses, religious institutions, nonprofits, and other organizations; and,

WHEREAS, the Town recognizes that different perspectives from a variety of backgrounds can be utilized in pursuit of common goals to make the town a welcoming, productive, and unified community; and,

WHEREAS, the Town Council of the Town of Flower Mound wishes to create the All Together Flower Mound Commission (Commission) to ensure the Town is a place where all people feel welcomed; and,

WHEREAS, the purpose of the Commission is to have representatives from the community serve in an advisory role on matters pertaining to characteristics of a welcoming community such as cultural diversity, newcomer services, social engagement opportunities, and positive relationships with town staff and elected officials.

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

SECTION 1

Structure and Organization

- a) The Commission shall consist of seven (7) members appointed by a majority vote of the Town Council in accordance with established procedures.
- b) Members shall be designated as place numbers one through seven.
- c) The terms of office for members shall be for two years. Places one, three, five, and seven shall be appointed to two-year terms ending on September 30 in odd numbered years. Places two, four, and six shall be appointed to two-year terms ending on September 30 in even numbered years.
- d) Members shall be resident citizens or business owners in the town. A member who ceases to reside in the town, or own a business in the town, during his term of office, shall immediately forfeit his office.

- e) Other qualifications for membership shall include the willingness to work with diverse groups, Town staff, and have the time to devote to this service.
- f) Members should consist of a variety of backgrounds to encourage diversity among its members.
- g) Members shall serve at the pleasure of the Town Council and may be removed before their terms of office expire.
- h) Members shall serve without compensation.

Procedures

- i) At the first scheduled Commission meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the Commission's chairperson, vice-chairperson, and secretary from among the membership of the Commission.
- j) The chair shall preside over the meetings. In the absence of the chair, the vice-chair shall assume the duties of the chair. Chair and vice-chair members shall have the right to vote.
- k) In the absence of both the chair and vice-chair, any member of the Commission may be selected as acting chairperson for a particular meeting by majority vote of the members present.
- l) The secretary will create action item minutes and retain them in accordance with the Town's records retention policy.
- m) The Commission shall meet at least quarterly at a Town facility that can accommodate the public.
- n) The Chair shall present recommendations as decided by the Commission to the assigned Town staff liaison for Town Manager and/or Council consideration/approval.
- o) Commission meetings shall be posted on the *All Together Flower Mound* webpage at least 72 hours prior to the scheduled meeting which shall include the date, time, and location of the meeting. The Commission shall not be subject to the Open Meetings Act.
- p) Each meeting will follow the agenda format as described in Exhibit A and must include a public comment opportunity at each meeting.

- q) The Commission shall determine its own rules of procedure.

Duties and Responsibilities

- r) Serve as an ambassador to help promote new and existing programs and services within the town.
- s) Serve as an information resource on the Town's *All Together Flower Mound* webpage.
- t) Serve in an advisory role in generating ideas and solutions with the goal of:
- identifying opportunities that increase resident engagement and Town participation with a focus on community unity.
- u) Collaborate with local groups to help leverage knowledge, expertise, and resources.
- v) The Commission shall remain non-partisan and non-political in all decisions and activities.
- w) The Commission may have other responsibilities as authorized or assigned by the Town Council.

SECTION 2

This resolution shall become effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 2ND DAY OF AUGUST, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

RESOLUTION NO.____

Page 4

Theresa Scott, TOWN SECRETARY

DRAFT

EXHIBIT A

ALL TOGETHER FLOWER MOUND COMMISSION

AGENDA

08/02/2021

- A. OPEN MEETING
- B. WELCOME
- C. PUBLIC COMMENT

The purpose of this item is to provide the public an opportunity to share information and experiences or contribute ideas and solutions that coincide with the Commission's purpose.

D. INFORMATION SHARING

- Community events
- Resources related to the Commission's purpose
- Open communication

E. EDUCATIONAL PRESENTATIONS/COLLABORATION

The purpose of this item is to provide individuals, or representatives from area businesses or other organizations an opportunity to provide information relevant to the purpose of the Commission that may benefit the community.

- F. OLD BUSINESS
- G. NEW BUSINESS
- H. ADJOURN

All Together Flower Mound Commission Purpose:

To have representatives from the community serve in an advisory role on matters pertaining to characteristics of a welcoming community such as cultural diversity, newcomer services, social engagement opportunities, and positive relationships with town staff and elected officials.

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. _____****A RESOLUTION TO CREATE THE ALL TOGETHER FLOWER MOUND COMMISSION FOR THE TOWN OF FLOWER MOUND, AND DEFINE THE DUTIES AND TERMS OF THE COMMISSION; AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, the Town of Flower Mound acknowledges that it values and respects all citizens, employees, volunteers, visitors, businesses, religious institutions, nonprofits, and other organizations; and

WHEREAS, different perspectives from a variety of backgrounds can be utilized in pursuit of common goals to make the town a welcoming, productive, and unified community; and

WHEREAS, the Town Council of the Town of Flower Mound wishes to create the All Together Flower Mound Commission (Commission) to ensure the Town is a place where all people feel welcomed; and

WHEREAS, the purpose of the Commission is to have representatives from the community serve in an advisory role on matters pertaining to characteristics of a welcoming community such as cultural diversity, newcomer services, social engagement opportunities, ~~inclusiveness, and~~ positive relationships with town staff and elected officials, ~~and favorable and equitable representation in social media and other publications.~~

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

SECTION 1***Structure and Organization***

- a) The Commission shall consist of seven (7) members appointed by a majority vote of the Town Council in accordance with established procedures.
- b) Members shall be designated as place numbers one through seven.
- c) The terms of office for members shall be for two years. Places one, three, five, and seven shall be appointed to two-year terms ending on September 30 in odd numbered years. Places two, four, and six shall be appointed to two-year terms ending on September 30 in even numbered years
- d) Members shall be resident citizens, business owners in the town. A member who ceases to reside in the town, or own a business in the town, during his term of office, shall immediately forfeit his office.
- e) Other qualifications for membership shall be the ability to work with diverse ~~cultures and~~ groups, Town staff, and have the time to devote to this service.
- f) Members should be made up of ~~more than one ethnicity~~ a variety of backgrounds ~~in order~~ to encourage diversity among its members.
- g) Members shall serve at the pleasure of the Town Council and may be removed before their terms of office expire.

- h) Members shall serve without compensation.

Procedures

- i) At the first scheduled Commission meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the Commission's chairperson, vice-chairperson, and secretary from among the membership of the Commission.
- j) The chair shall preside over the meetings. In the absence of the chair, the vice-chair shall assume the duties of the chair. Chair and vice chair members shall have the right to vote.
- k) In the absence of both the chair and vice chair, any member of the Commission may be selected as acting chairperson for a particular meeting by majority vote of the members present.
- l) The secretary will create action item minutes and retain them in accordance with the Town's records retention policy.
- m) The Commission shall meet every other month ~~bimonthly~~ and at a Town facility that can accommodate the public.
- n) The Chair shall present recommendations as decided by the Commission to the assigned Town staff liaison for Town Manager and/or Council consideration/approval.
- o) The Commission is not subject to the Open Meetings Act; however, a meeting schedule that includes the date, time, and location of the meeting shall be made available on the *All Together Flower Mound* webpage at least 72 hours prior to the meeting start time.
- p) Each meeting will follow the agenda format as described in Exhibit A and must include a public comment opportunity at each meeting.
- q) The Commission shall determine its own rules of procedure.

Duties and Responsibilities

- r) Serve as an ambassador to help promote new and existing programs and services within the town.
- s) Serve as an information resource on the Town's *All Together Flower Mound* webpage.
- t) Serve in an advisory role in generating ideas and solutions ~~for positive change~~ with the goal of:
- making all individuals feel valued and included
 - creating a sense of community unity
 - identifying opportunities that increase resident engagement and participation with the town
- u) Collaborate with area groups to help leverage knowledge, expertise, and resources.

- v) The Commission may have other responsibilities as authorized or assigned by the Town Council.

SECTION 2

This resolution shall become effective on and after its date of adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS THE ____ DAY OF _____, 2021.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

DRAFT

EXHIBIT A**ALL TOGETHER FLOWER MOUND COMMISSION****AGENDA****XX/XX/XXXX****A. OPEN MEETING****B. WELCOME****C. PUBLIC COMMENT**

The purpose of this item is to provide the public an opportunity to share information and experiences or contribute ideas and solutions that coincide with the Commission's purpose.

D. INFORMATION SHARING

- Community ~~and culturally diverse~~ events
- ~~Positive or negative experiences or observations (Flower Mound or neighboring cities)~~
- Resources related to the Commission's purpose
- Open communication

E. EDUCATIONAL PRESENTATIONS/COLLABORATION

The purpose of this item is to provide representatives from area businesses or other organizations an opportunity to provide information relevant to the purpose of the Commission that may benefit the community.

F. OLD BUSINESS**G. NEW BUSINESS****H. ADJOURN****All Together Flower Mound Commission Purpose:**

To have representatives from the community serve in an advisory role on matters pertaining to characteristics of a welcoming community such as cultural diversity, newcomer services, social engagement opportunities, ~~inclusiveness, and~~ positive relationships with town staff and elected officials, ~~and favorable and equitable representation in social media and other publications.~~

Town Council Future Agenda Items



SCHEDULED	8/19/2021	Work Session	Hold a discussion and provide direction regarding the FY 2021-2022 Proposed Budget, including Community Support funding.
	8/23/2021	Consent	Consider approval of Change Order No. 1 for the construction of the FM2499 and Waketon Road Intersection Improvements project, amending the contract with Quality Excavation, LLC, to provide for an increase to the contract in the amount of \$34,262.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a second amendment to a Tower/Ground Lease Agreement between the Town and Verizon located at 3911 S Broadway Avenue
		Consent	Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$_____, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider adoption of the Town Council 2021 Strategic Planning Session Summary Report.
		Consent	Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limit for specific streets within the Edgewood Subdivision to 25 mph (The Transportation Commission recommended approval of the exception request by a vote of 4 to 0 at its July 13, 2021, meeting.)
		Consent	Bruton-Orand @ FM 1171 Right Turn Lane - Construction Award
		Consent	Pavement Analysis
		Consent	Consider approval of Change Order No. 2, for the Rheudasil Park Improvements project, with North Rock Construction, LLC., in the amount of \$21,775.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Amendment No. 4 to the Fiscal Year 2020-2021 Capital Improvement Program.
		Consent	Consider approval of the purchase of traffic sign sheeting material, in the estimated annual amount of \$75,000.00, from 3M Company, through a City of Fort Worth contract.

SCHEDULED	8/23/2021	Consent	Consider approval of the award of Bid No. 2021-72-B, Utility Cut Repairs and Park Improvements to Apex Concrete Construction, Inc. and to establish an annual unit bid price contract for Utility Cut Repairs and Park improvement projects in an annual estimated amount of \$200,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.
		Consent	Consider approval of Change Order No. 2, for the Lift Station Improvements and Decommissioning Phase II, with Fort Worth Civil Constructors, LLC, in the amount of \$99,475.92; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 1, for the Canyon Falls Park project, with MSB Contractors, Inc., in the amount of \$74,005.38; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	To acknowledge emergency vehicle repairs, replacement parts and Emergency Purchase Orders due to unforeseen circumstances resulting in expenditures totaling over \$50,000.00 this fiscal year for Fire and Emergency Services.
		Consent	Placeholder: Tree caliper per inch fee increase
		Presentation	Republic Services Recycling Update
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.
		Regular	Public Hearing to consider an ordinance for a Master Plan Amendment (MPA21-0005 - Silveron Flower Mound Duke) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located north of International Parkway and east of Silveron Boulevard. (At their July 12, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their July 26, 2021 meeting. The motion passed by a vote of 6 to 0.) (At their July 26, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their August 9, 2021 meeting. The motion passed by a vote of 5 to 0.) (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 9, 2021, meeting.)

SCHEDULED	8/23/2021	Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0003 - Silveron Flower Mound Duke) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.181 (PD-181) with Campus Industrial District (CI) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection", and an exception to Section 82-302, Compatibility buffer. The property is generally located north of International Parkway and east of Silveron Boulevard. (At their July 12, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their July 26, 2021 meeting. The motion passed by a vote of 6 to 0.) (At their July 26, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their August 9, 2021 meeting. The motion passed by a vote of 5 to 0.) (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 9, 2021, meeting.)
		Regular	Public Hearing to consider an application for a tree removal permit (TRP21-0012) for forty-eight (48) specimen trees on property proposed for development as Silveron Flower Mound Duke. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 7 to 0 at its July 6, 2021, meeting).
	9/20/2021	Consent	Lift Station Improvements & Decommissioning Phase III - Design Amendment 1
		Consent	Consider approval of a Resolution for the Town of Flower Mound to become a Dark Sky Community through the International Dark-Sky Association.
		Consent	Hillside Water Line Connection - Construction Award
		Consent	Town wide residential 25 mph speed limit
		Consent	Bruton-Orand @ FM 1171 Right Turn Lane - Testing Award
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, and making appropriations for each fund and department.
		Regular	Consider approval of an ordinance adopting the 2021 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2021.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.

SCHEDULED **9/20/2021** Regular

Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.