

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

12/6/2021

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. Proclamation and presentation of Hometown Hero to Bailey Rogers
2. Santa Cops Program and update
3. Announcement and Presentation of 2021 Outstanding Citizen Award(s)

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
3. Pepper Creek subdivision acceptance update

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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 work session is scheduled for Thursday, December 16.
2. A regular meeting is scheduled for Monday, January 3.
3. Discuss and consider scheduling a January meeting.

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 11/15 and 11/18- Consider approval of the minutes from a regular meeting of the Town Council held on November 15, 2021; and a work session held on November 18, 2021.
2. TIRZ 2021 Annual Report- Consider approval of the 2021 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board recommended approval by a vote of 5 to 0 at its November 29, 2021, meeting)
3. Wireless Access Point Replacement- Consider approval of replacing 54 Town wireless network access points through Blue Reef Networks in the amount of \$49,274.00
4. PSA- Modern Geosciences- Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$120,000.00; and authorization for the Mayor to execute same on behalf of the Town.
5. Emergency Operations Training- Consider approval of a Memorandum of Agreement between the Town of Flower Mound and Texas A&M Extension Service (TEEX) for customized training of executive and command staff for the Emergency Operations Center in the total amount of \$20,715.00 and authorization for the Mayor to approve same on behalf of the Town.
6. Denton Co. Library Interlocal- Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.
7. Purchase of Env. Serv. Vehicles- Consider approval of the purchase of two (2) 2022 Ford F150 Super Cab 1/2 Ton Trucks with 6.5 foot bed per Town of Flower Mound Specifications and Vendor Quote in the amount of \$66,405.34.
8. Purchase of Police Vehicles- Consider approval of the purchase of two (2) 2022 Ford Pursuit Rated Hybrid Police Interceptor Utility with Police Equipment Packages and two (2) 2022 Chevrolet Tahoe PPV with emergency equipment as per Town of Flower Mound Specifications and Vendor Quotes from the Holiday Auto Group for Police Services in the amount of \$240,072.00.

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9. Purchase of Public Works Vehicle- Consider approval of the purchase of one new Ford F450 Pick-Up Truck with Utility Body per the Town of Flower Mound Specification and Vendor Quote in the amount of \$61,280.72.
10. 5th and Final FY 20-21 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20, No. 09-21, No. 18-21 and No. 28-21 for adjustments to the General Fund, COVID-19 Fund, and Health/ Flex Fund.
11. 1st FY 21-22 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 for adjustments to the General Fund, Utility Fund, Tree Preservation Fund, Parks and Recreation Special Activities Fund, Flower Mound Log Cabin Fund, IRS Equitable Sharing Fund, Vehicle & Equipment Replacement Fund, Technology Replacement Fund and Health Insurance/Flex Account Fund.
12. 1st Crime District Budget Amendment- Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, as adopted by Resolution No. 24-21.
13. Final Fire District Budget Amendment- 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 amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 18-20 and amended by Resolution No. 07-21.
14. HUD CDBG Annual Report- Consider approval of a resolution authorizing the adoption of the Program Year 2020 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
15. Water Meter Fee Schedule- Consider a request to amend the Town's Code of Ordinances by amending Appendix A, "Fee Schedule," Referenced in Chapter 70, "Utilities," by amending Section 70-56(d), entitled "Water Meter Fee Schedule," by repealing all conflicting ordinances; providing a severability clause; and providing an effective date.
16. Stormwater Repair Strait Lane- Consider approval of the purchase of creek bank stabilization and erosion control services from KEC Retaining Walls & Construction, Inc., a sole source provider, for work associated with Bakers Branch Stabilization at 1600 & 1612 Strait Lane project, in the amount of \$211,849.00; and authorization for the Mayor to execute on behalf of the Town.
17. WWTP Phase V - Change Order- Consider approval of Change Order No. 5 for the Wastewater Treatment Plant Rehabilitation Phase V project, amending the contract with Archer Western Construction, LLC, to provide for an increase to the contract in the amount of \$23,615.50; and authorization for the Mayor to execute same on behalf of the Town.

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18. 377@1171 Water Line Design- Consider approval of the First Amendment to the Professional Services Agreement with Jacobs Engineering Group for the design services associated with the US 377 at FM 1171 Water Line Loop/Relocation project, in the amount of \$156,700.00; and authorization for the Mayor to execute same on behalf of the Town.
19. Recon Design- Lopo/Wood Crk- Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project, in the amount of \$153,447.00; and authorization for the Mayor to execute same on behalf of the Town.
20. Upgrade LED Lighting - Glenwick Pk- Consider approval of the purchase and installation of light poles and LED fixtures for the Glenwick Park Upgrade CIP project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$201,543.00.
21. LED Lighting - L&H Johns Pk- Consider approval of the purchase and installation of light poles and LED fixtures for the Leonard & Helen Johns Park CIP project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$207,452.00.
22. Install Playground Surfacing- Consider approval of the purchase and installation of playground safety surfacing at five parks for the Individual Park Improvements CIP project, from WeBuildFun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$441,188.61.
23. Standards of Care- Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 4, 2021 regular meeting).
24. Baseball Infield Renovations- Consider approval of the renovation of softball and baseball infields at Bakersfield Park and Gerault Park, from MasterTurf Products and Service, Inc., through the Texas Local Government Purchasing Cooperative, in an amount not-to-exceed \$186,133.00.
25. 2022 Independence Fest- Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2022 Independence Fest (The Parks Board recommended approval by a vote of 6 to 0 at its September 2, 2021 meeting).

K. REGULAR ITEMS

26. MPA21-0007 Emerald Place- Public Hearing to consider an ordinance amending the Master Plan (MPA21-0007 – Emerald Place) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Low Density Residential uses. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (On August 30, 2021, the Planning and Zoning (P & Z) Commission tabled this item to their September 13, 2021 meeting by a vote of 6 to 0.) (P & Z recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its October 4, 2021, meeting.)

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27. ZPD21-0005 Emerald Place PD-183- Public Hearing to consider an ordinance amending the zoning (ZPD21-0005 – Emerald Place) from Agricultural District uses to Planned Development District No. 183 (PD-183) with Single Family District-15 (SF-15) uses and with certain modifications and exceptions to the Code of Ordinances. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (On August 30, 2021, the Planning and Zoning (P & Z) Commission tabled this item to their September 13, 2021, meeting by a vote of 6 to 0.) P & Z recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its October 4, 2021, meeting.)
28. TRP21-0014 Emerald Place- Public Hearing to consider an application for a tree removal permit (TRP21-0014) for four (4) specimen trees on property proposed for development as Emerald Place. The property is generally located west of Wager Road and north of Trails End Drive. (The Environmental Conservation Commission recommended denial by a vote of 6 to 0 at its August 3, 2021, meeting).
29. Reinsurance- Consider approval of a contract with Blue Cross and Blue Shield in the amount of \$1,029,609 for reinsurance for the Town's Group Health Plan and authorization for the Mayor to execute same on behalf of the Town.
30. Appraisal District Vote- Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Board of Directors of the Denton Central Appraisal District (DCAD).

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: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

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. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
 2. 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, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

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

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: December 3, 2021, at 3:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: December 6, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on November 15, 2021; and a work session held on November 18, 2021.

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 15 and a work session on November 18.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 11/15
2. Draft minutes 11/18

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

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 15, 2021

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 15TH DAY OF NOVEMBER 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
Tommy Dalton	Interim Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Matt Hotelling	Traffic Engineer
Ray Watson	Director of Economic Development
Andy Kancel	Chief of Police

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 Richard Plunk 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 name and address	Subject
1.	Mary Kay Walker, 3229 Oak Meadow	SIM Auxiliary
2.	James H. Sherman, 2100 Beachview Dr with donated time from: Patricia Sherman, 2100 Beachview James Musil, 2205 Paradise Ln Gary Rowen, 5104 Knights Ct Colin Crow, 5380 Harbor View Dr	#15
3.	Elaine Barry, 5357 Harbor View Dr	#15

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4.	Mitch Waters, 3030 Wager Rd with donated time from: Cindy Waters, 3030 Wager Rd Beth Soderberg, 3100 Wager	Emerald Place
5.	Lewis Lee Bird III, 1801 Deer Path with donated time from: Linda Bird, 1801 Deer Path	Estuary Pointe
6.	Lianne Martin, 6822 Red Bud Dr	Red Bud Point Easements
7.	Drew Martin, 6822 Red Bud Dr	Easements at Red Bud Point
8.	George Griffin, 6819 Crooked Ln	Red Bud Point ROW
9.	Pete Edwards, 6901 Red Bud Dr	Red Bud Point
10.	Andrea Brown, 6829 Red Bud Dr	Red Bud Point Easement
11.	Jason Shinholser, 6829 Red Bud Dr	Red Bud Neighborhood Easement
12.	Robin Bird, 6508 Highview Rd	Easement at Red Bud Point
13.	Dawn Blakenship, 6704 Crooked Ln	Red Bud Point Easements
14.	Betsy Perkins, 6500 Red Bud Dr	Red Bud Point Lake Access
15.	Elaine Takacs, 2101 Beachview	#15 Estuary Pointe
16.	Patrick Ruland, 6700 Crooked Ln	Red Bud Point Public Easement
17.	Ken Kaa, 6905 Meadow Dr	Red Bud Point
18.	Maria Lozovskaya, 6704 Green Briar Lane	Lake Access at Red Point Bud
19.	Alton Bowman, 6524 Orchard Dr	Red Bud Point
20.	Austin Sincerbeaux, 5308 Prince Lane	#15
21.	Joni Koch, 1980 Harbor View with donated time from: Deborah Musil, 2205 Paradise Ln	Estuary Pointe
22.	Tess Turner, 2916 Parkhaven Dr with donated time from: MaryTurner, 5301 Meadowlark (also spoke as part of Ms. Turner's time) Yolanda Junkin, 2937 Queen Mary	#15

E. PRESENTATIONS

1. Small Business Saturday (November 27, 2021) Proclamation

Mayor France recited the Proclamation and presented it to Ray Watson, Director of Economic Development.

2. Denton County Transportation Authority (DCTA) Presentation on GoZone on-demand rideshare services

Raymond Suarez, Chief Executive Officer, DCTA
Mary Worthington, DCTA Community Relations Manager

Mr. Suarez and Ms. Worthington gave a presentation identifying or noting:

- Company background information
- How GoZone works, including hours, cost, app functionality
- GoZone benefits
- Popular destinations
- How to book a ride on the app

- Other features

and Mr. Suarez responded to questions or comments from Council regarding:

- What would the Town's financial contribution be to deliver this type of service on a community wide basis
- Are the vehicles owned by DCTA
- How their service compares to what the town has already with SPAN

3. Animal Services Board (ASB) update.

ASB Chair Susan Bodenmiller gave a presentation identifying or noting:

- Member names
- Powers and duties of the board
- Status update (items cover in meeting)

and she responded to questions from Council regarding:

- How often do they meet

F. ANNOUNCEMENTS

Deputy Mayor Pro Tem Sharma announced that this week is the deadline to submit a float entry in the Town's Christmas parade.

Mayor Pro Tem Bumgarner announced that today is his wedding anniversary and wished his wife a happy anniversary.

Councilmember Engel announced that the Christmas Parade and tree lighting will be on December 4 at 6:00 p.m.

Councilmember Schiestel expressed appreciation for everyone that attended or participated in the recent Veterans Day events.

Councilmember Martin announced that the art exhibit is still on display at the library. She also congratulated the library on the successful art party.

Mayor France indicated his beard is part of the "No Shave November" campaign and that he is supporting the Pediatric Brain Cancer Foundation.

G. TOWN MANAGER'S REPORT

Mr. Dalton provided an update on the following items:

1. Capital improvement projects

- Intersection improvements at Long Prairie Rd and Flower Mound Rd
- Gibson Grant log cabin and ribbon cutting on December 11

2. Economic Development projects

- Now open or coming soon businesses

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 15, 2021**PAGE 4****3. Communication Awards**

- Flower Mound took home a total of 13 awards at the Texas Association of Telecommunications Officers and Advisors conference in Houston

4. Online Ordinances and Special Use Permits

- Collaborative effort of multiple departments to make the independent PD and SUP ordinances available online via MuniCode on the Town's website

and he responded to questions from Council regarding:

- When is the prescribed burn at The Mound scheduled for

H. FUTURE AGENDA ITEMS

1. Councilmember Engel indicated he would like to discuss a continuation of training for boards and commissions, including staff and legal support roles.

There was Council consensus to proceed with having a future agenda item on the topic.

I. COORDINATION OF CALENDARS

Mayor France announced the following meeting dates and confirmed that all members of Council will be present.

1. A work session is scheduled for Thursday, November 18.
2. A regular meeting is scheduled for Monday, December 6.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on November 1, 2021.
2. Consider adoption of the Town Council Strategic Plan for Fiscal Year 2021-2022.
3. Consider approval for the purchase and roll out service of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$160,275.19.
4. Consider approval of a Third Amendment to a Tower-Ground Lease Agreement with AT&T located at 3810 Bruton Orand Road.
5. Consider approval of a resolution accepting grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2021 Bulletproof Vest Partnership.

RESOLUTION No. 28-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S OFFICE OF JUSTICE PROGRAMS FOR THE FISCAL YEAR 2021 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH

ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM.

6. Consider approval of the purchase of fifty sets of bunker gear and gear cleaner from NAFECO, Inc. through BuyBoard Purchasing Contract No. 603-20 in the total amount of \$162,733.36 and authorization for the Mayor to approve same on behalf of the Town.
7. Consider approval of the purchase from Axon Enterprise, Inc., for the acquisition of Axon body worn cameras, related hardware, and licensing; and authorization for the Mayor to execute same on behalf of the Town.
8. Consider approval of the purchase of Screening Wall Repair Services from Aber Fence and Supply Company, in the amount of \$146,536.00.
9. Consider approval of the purchase of outdoor fitness equipment from MoveStrong Functional Training Equipment, LLC, for the Heritage Park Improvements project, in the amount of \$74,576.93; and authorization for the Mayor to execute same on behalf of the Town.
10. Consider approval of the installation of the MoveStrong Functional Training Equipment and synthetic turf surfacing for the Heritage Park Improvement project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$82,688.00.
11. Consider approval of the First Amendment to Professional Services Agreement for the FM1171 at FM2499 Westbound Right Turn Lane project, amending the agreement with Kimley-Horn and Associates, Inc., for an increase of \$47,400.00, and authorization for the Mayor to execute same on behalf of the Town.
12. Consider approval of the First Amendment to Professional Services Agreement for the Lift Station Improvements and Decommissioning Phase III project, amending the agreement with Plummer, Inc., for an increase of \$198,500.00, and authorization for the Mayor to execute same on behalf of the Town.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1 – 12, 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

Mayor France opened items 13 and 14 at the same time.

13. Public Hearing to consider an ordinance amending the Master Plan (MPA21-0006 – Spinks Road Tract) to amend Section 1.0, Land Use Plan, of the Master Plan, and Section 2.0 Area Plans, of the Master Plan, to change the current land use designation from Estate Residential and Lakeside Business District with Campus Commercial uses to Low Density Residential uses. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 27, 2021, meeting.) (The Town Council postponed this item by a vote of 5 to 0 at its October 4, 2021, meeting.)

Mayor Pro Tem Bumgarner moved to approve item 13 as presented. Councilmember Engel seconded the motion.

ORDINANCE NO. 45-21

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, "LAND USE PLAN," AND SECTION 2.0, "AREA PLANS," OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM LAKESIDE BUSINESS DISTRICT WITH CAMPUS COMMERCIAL USES AND ESTATE RESIDENTIAL USES TO LOW-DENSITY RESIDENTIAL USES ON APPROXIMATELY 76.020 ACRES OF LAND BEING ALL OF LOT 2, BLOCK A, AND LOT 4, BLOCK A, OF THE MIDDLE SCHOOL NO. 14 ADDITION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SCHIESTEL

NAYS: SHARMA

14. Public Hearing to consider an ordinance for rezoning (ZPD21-0004 – Spinks Road Tract) from Agricultural District uses to Planned Development District No. 182 (PD-182) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances, including but not limited to an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, and an exception to 'Depth' pursuant to Section 90-272, Lot depth, lines, and frontage. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval of alternate Option C {not included in the packet} by a vote of 6 to 0 at its September 27, 2021, meeting.) (The Town Council postponed this item by a vote of 5 to 0 at its October 4, 2021, meeting.)

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

ORDINANCE NO. 46-21

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 CHANGING THE ZONING ON APPROXIMATELY 76.020 ACRES OF LAND BEING ALL OF LOT 2, BLOCK A, AND LOT 4, BLOCK A, OF THE MIDDLE SCHOOL NO. 14 ADDITION, FROM AN AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT-182 (PD-182) WITH SINGLE-FAMILY DISTRICT-15 (SF-15) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:**AYES: BUMGARNER, ENGEL, MARTIN****NAYS: SCHIESTEL, SHARMA***Motion passed***Staff Presentation**

Ms. Murphy gave a presentation for items 13 and 14 identifying or noting:

- General and detailed location
- Land use and zoning
- Conceptual site plan (change)
- Master Plan Exhibit
- Modifications
- Exception request
- Overhead power line
- Photos of the site
- Conceptual screening plan
- Conceptual landscape plan

and she responded to questions or comments from Council regarding:

- Who would be responsible for maintaining the area adjacent to Block G

Applicant Presentation

Mike Boswell, Toll Brothers

Mr. Boswell gave a presentation identifying or noting:

- Introductions
- What has changed
- Trip generation
- Office construction and vacancy rate (within a 5 mile radius)
- Concept plan
- Plan specifics
- Requested PD modifications
- Requested exception – overhead burial
- Perspective with overhead remaining
- Park land dedication
- Park development fee
- Summary of recommendations
- Proposed product

and he responded to questions from Council regarding:

- Why did it change from a 4 acre to a 2 acre park

Mayor France opened the Public Hearing for items 13 and 14 at 8:30 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	None	Elaine Takacs, 2101 Beachview
		Warren Campbell, 6000 Wichita Trl

Mayor France closed the Public Hearing at 8:34 p.m.

Council Discussion

There was Council discussion regarding:

- Overhead power lines

15. Consider a request for a Development Plan (DP21-0001 – Estuary Pointe) to develop a residential subdivision. The property is generally located south of Meadow Lark and east of Deer Path. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Development plan
- Site photos
- Landscape plan
- Landscape details
- Tree survey

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

- Clarification on:
 - o Environmental protection plan
 - o Legal requirements associated with approval of the item
 - o Drainage plan
- Interest in having the applicant accommodate the abundant wildlife, such as no masonry walls, or minimal fences
- What can be done to address the road safety as was presented during public comment

Council Discussion

- Possibility of postponing the item to allow the applicant to visit with the residents and come back on December 6.
- Appreciation for bringing forward a product with no request for exceptions and tree protection

Applicant Presentation

Justin Welbourne
 Dustin Austin, Project Engineer
 Beaton Path Development, Hurst, Texas

Mr. Welbourne or Mr. Austin responded to questions or comments from Council regarding:

- Why didn't the applicant take staff's recommendation regarding access on Deer Path
- Lot widths along Deer Path and interest in allowing some type of restriction, such as a circular drive so homeowners don't back out on Deer Path
- Would like to hear more about their interest in protecting the wildlife around the property
- Interest in addressing the safety concerns as mentioned by many residents

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

VOTE ON MOTION:*Motion passed***AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL****NAYS: NONE**

Mayor France opened items 16, 17, and 18 at the same time.

16. Public Hearing to consider an ordinance amending the zoning (Z21-0003- Dixon Park) from Agricultural District (A) uses to Single Family District-15 (SF-15) uses. The property is generally located south of Dixon Lane and east of Windridge Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)

Deputy Mayor Pro Tem Sharma moved to approve item 16 as presented. Mayor Pro Tem Bumgarner seconded the motion.

ORDINANCE NO. 47-21

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 CHANGING THE ZONING ON APPROXIMATELY 26.967 ACRES OF LAND SITUATED IN THE EDWIN MARSH SURVEY, ABSTRACT NUMBER 834, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-15 (SF-15) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE**

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 15, 2021**PAGE 10**

17. Consider a request for a Development Plan (DP21-0004 – Dixon Park) to develop a residential subdivision. The property is generally located south of Dixon Lane and east of Windridge Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)

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

VOTE ON MOTION:*Motion passed***AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL****NAYS: NONE**

18. Public Hearing to consider an application for a tree removal permit (TRP21-0026) for fourteen (14) specimen trees on property proposed for development as Dixon Park. The property is generally located west of Morriss Road and south of Dixon Lane. (The Environmental Conservation Commission motion to approve the requested tree removal permit failed by a vote of 1 - 5, at its November 2, 2021, meeting.)

Councilmember Schiestel moved to approve item 18 as presented, with the exception of tree # 6516 (29" pecan at the entrance). Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE****Staff Presentation (items 16, 17, and 18)**

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Zoning exhibit
- Development plan
- Site photos

Applicant Presentation

Mike Boswell, Toll Brothers

Mr. Boswell gave a presentation identifying or noting:

- Why we are here
- Communication plan
- Concept plan
- Landscape plan
- Proposed fencing
- Park development fee proposal
- Trees
- Proposed product

and he responded to questions or comments from Council regarding:

- Mitigation for the loss of trees
- Clarification regarding drainage
- Who is responsible for the retaining wall

Mayor France opened the Public Hearing for items 16 and 18 at 9:57 p.m. No one spoke. Mayor France closed the Public Hearing at 9:57 p.m.

19. Public Hearing to consider an ordinance amending the zoning (Z21-0004 - Sethi Property – Waketon Road) from Agricultural District (A) uses to Single Family District-15 (SF-15) uses. The property is generally located North of Waketon Road and east of Timber Way. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Zoning exhibit
- Site photos

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

- If what is presented is similar to when the zoning was approved in 2002 for Estuary Point
- When to have the discussion about a Windridge connection
- Possibility of Windridge staying as a cul-de-sac in perpetuity
- Drainage concerns
- Legalities associated with zoning approval

Applicant Presentation

Doug Powell, McAdams

Mr. Powell gave a presentation identifying or noting:

- Site rendering – Northgate estates
- Site aerial
- Master plan
- Site conditions

Mayor France opened the Public Hearing at 10:14 p.m.

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 15, 2021**PAGE 12**

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	None	Doug Fulmer, 5313 Townsend Dr

Mayor France closed the Public Hearing at 10:16 p.m.

Council Discussion

There was Council discussion regarding:

- How what's presented is within the Master Plan and no exceptions being requested
- How the property is less than 4 acres
- Not opposed to SF15, but prefer to not approve the zoning without a development plan because the details are not made known
- Traffic concerns as it relates to the potential road connection on Windridge

Motion 1 of 2

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

VOTE ON MOTION:

AYES: ENGEL, SHARMA

Motion Failed

NAYS: MARTIN, BUMGARNER, SCHIESTEL

Motion 2 of 2

Councilmember Schiestel moved to remand item 19 back to the Planning and Zoning Commission. Mayor Pro Tem Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, BUMGARNER, MARTIN

NAYS: SHARMA, ENGEL

20. Public Hearing to consider an ordinance amending the zoning (Z21-0006 – Caldwell Court) from Agricultural District (A) to Single Family District-10 (SF-10). The property is generally located east of Morriss Road and north of Cortadera Street. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photos
- Zoning exhibit
- Tree survey

Applicant Presentation

Steve Homeyer, Homeyer Engineering

Mr. Homeyer gave a presentation identifying or noting:

- Concept plan

and he responded to questions from Council regarding:

- Sewer connection
- Drainage

Mayor France opened the Public Hearing at 10:40 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Don Shields, 3815 Cortadera Ct	None	Claude Moehlman, 1915 Wisteria Ct

Mayor France closed the Public Hearing at 10:42 p.m.

Council Discussion

There was Council discussion regarding:

- Straight zoning aspect
- Be consistent and remand it back to P & Z

Mayor Pro Tem Bumgarner moved to remand item 20 back to the Planning and Zoning Commission. Councilmember Martin seconded the motion.

VOTE ON MOTION:

AYES: MARTIN, BUMGARNER, SCHIESTEL

NAYS: ENGEL, SHARMA

Motion passed

Mr. Dalton asked if it was Council's preference for staff to inform residential development applicants to bring forward development plans or planned developments and not straight zoning items. There was consensus by three members of Council to proceed in that manner.

Town Council recessed at 10:44 p.m. and reconvened at 10:52 p.m.

Mayor France opened items 21 and 22 at the same time.

- 21 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 of streets within the Town of Flower Mound to 25 mph. (The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting).

Councilmember Schiestel moved to approve item 21 as presented. Councilmember Martin seconded the motion.

ORDINANCE NO. 48-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR RESIDENTIAL STREETS WITHIN THE TOWN; 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.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, SHARMA, BUMGARNER, MARTIN

NAYS: ENGEL

Councilmember Schiestel moved to approve item 22 as presented. Councilmember Martin seconded the motion.

RESOLUTION NO. 29-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING RESOLUTION 12-10 BY REPEALING THE POLICY ON IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS AND ADOPTING A NEW POLICY IMPLEMENTING INCREASED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

Staff Presentation

Mr. Hoteling gave a presentation for items 21 and 22 identifying or noting:

- House bill 87
- Flower Mound policy – 2006, 2010
- TRC work topics
- Alternatives
- Additional information
- Exceptions
- Resolution

and he, or Chief Kancel, responded to questions from Council regarding:

- Clarification regarding the cost for sign replacement
- Traffic enforcement in residential roadways

Council Discussion

There was Council discussion regarding:

- Summary of Transportation Commission meeting discussions
- What is the real interest of the citizens
- Effective speed limit
- Safety

23. Public Hearing to consider approval of a resolution adopting an Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.

Staff Presentation

Mr. Watson gave a presentation identifying or noting:

- Replacement language

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

- What is the best way of quantifying goals within that document

Mayor France opened the Public Hearing at 11:28 p.m. No one spoke. Mayor France closed the Public Hearing at 11:28 p.m.

Deputy Mayor Pro Tem Sharma moved to approve as presented, with a language change to reflect 15% above the average County wage (instead of competitive living wages as written - Section IV. Available Incentives). Councilmember Schiestel seconded the motion.

RESOLUTION NO. 30-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE TOWN OF FLOWER MOUND; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 11:30 p.m. on November 15, 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 11:53 p.m. on November 15, 2021, to take action on the items as follows:

a. Consultation with Attorney.

1. Request for Public Information Ruling
2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
3. Cause No. 18-9622-431; EagleRidge Operating, LLC v Town of Flower Mound, Texas et al

No action taken.

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

Deputy Mayor Pro Tem Sharma moved to authorize staff to purchase a variable width pedestrian easement, in association with the sidewalk links program, and to negotiate for the purchase of the variable width pedestrian easement up to the settlement amount discussed in closed session; and authorize staff to pay all costs associated with said easement in addition to the purchase price of the easement.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

- 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.

No action taken.

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

No action taken.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 11:54 p.m. on Monday, November 15, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 18, 2021

PAGE 1

THE FLOWER MOUND TOWN COUNCIL WORK SESSION HELD ON THE 18TH DAY OF NOVEMBER, 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 work session 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
Tommy Dalton	Interim Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Ray Watson	Director of Economic Development
John Chapman	Planner

A. CALL WORK SESSION TO ORDER

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

B. INVOCATION

Mayor France gave the invocation and let the pledges.

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

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.	John Atkinson, address not provided	Agenda item # 2
2.	Robin Murphy Atkinson, address not provided	Agenda item # 2
3.	Stephen Fitzgerald, 4501 Kimball Crossing	Pepper Creek Ranch
4.	Jefferson Rees, 4421 Sandra Lynn	Pepper Creek
5.	Larry Narrell, 4801 Lusk Ln	Agenda item # 2
6.	Jacque Narrell, 4801 Lusk Ln	Soccer, Agenda item # 2
9.	Robbie Cox, 3001 Wood Trail	Town Council, Place 3

E. WORK SESSION ITEM

1. Presentation and discussion regarding the Lakeside Business District, including potential discussion about the Silveron Park development project (ZPD18-0014) located at 501 International Parkway, and the Silveron Flower Mound Duke development project (MPA21-0005 & ZPD21-0003) located at the northeast corner of International Parkway and Silveron Boulevard.

Mr. Watson gave a presentation identifying or noting:

- Lakeside Business District tracts
 - o Lakeside Village
 - o Duke Silveron
 - o Silveron Park
 - o The Point
 - o Baldwin Tract
 - o Crosby Tract
 - o Huh Tract

and he responded to questions from Council regarding:

- What can the Town do to attract more Class A office space
- Update on bringing a hotel product to Lakeside
- How can Council present a vision and not get swayed by distractions where there is a loss of focus along the way and the vision is not maintained
- What are businesses asking for that keeps them from coming to Flower Mound
- What options are available to better manage the Council vision

Council Discussion

There was Council discussion regarding:

- Interest in Council setting a vision for what they want to see in the Lakeside Development District as a whole
- Interest in having a round table discussion with key stakeholders (e.g. landowners, developers, hoteliers) to understand their needs as it relates to site selection
- Thoughts regarding going vertical with buildings
- Interest in seeing more emphasis on trails
- Land bank opportunities

2. Presentation and discussion on development options within the Cross Timbers Conservation Development District, including potential discussion about the Townlake phase 5 development projects (ZPD21-0011 & DP21-0005) located at 5501 Cross Timbers Road, the Cummings Ranch development project (ZPD21-0017) located on the northeast corner of Cross Timbers Road and Red Rock Lane, and the Lusk Lane Soccer Complex development project (SUP21-0006) located at 5200 Cross Timbers Road.

Ms. Murphy gave a presentation identifying or noting:

- Recap from Strategic Planning Session 2021
- Cross Timber Conservation area map
- History of CTCDD
- Public outreach
- Purpose of the CTCDD
- Development standards

- Agricultural development – currently entitled
- Open space – what's included
- Land availability
- Environmentally sensitive areas
- Possible modifications to consider
- Other options
 - o Building envelopes
 - o Text amendment
 - o Development bonuses
 - o Financial incentives
- Park land dedication
- Conservation easements or residential lots
- Future text amendments
- What's next
 - o Direction on residential development standards
 - o Public outreach
 - o Recommend amending zoning ordinance to reflect the Master Plan based on Council direction

and she, Mr. Dalton, or Mr. Chapman, responded to questions or comments from Council regarding:

- Clarification regarding the “moderate increases” and “one unit per acre” language
- Right of way calculations (net versus gross)
- What aspect of cluster development is open to the public
- Are there currently any open spaces in cluster developments that are managed by the Town
- What kind of projects have been added since the creation of the CTCDD
- For the two current active applications – what are the application types and acres
- If by the CTCDD, is the Town in essence creating more open space

Council Discussion

There was Council discussion or direction regarding:

- Cluster development may have run its course and more focus may be needed for conservation
- Potential of making it more equitable between the choices of agricultural conservation and cluster development
- Interest in more incentives for agricultural conservation, and any incentives would need to have a public access option
- Need to review best practices as it relates to conservation
- Projects that have been built don't seem to reflect the intent of the CTCDD (contiguous open space and public access)
- Don't vision pocket parks in the CTCDD – the vistas are the park
- Interest in expedited development review
- The problem isn't the design of the cluster, but it's about the density
- More fencing standards, such as allowing masonry walls
- Public outreach options with consensus to go above and beyond the normal public hearing process

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 18, 2021**PAGE 4**

- Interest in taking deeper dive on the options such as no cluster, conservation standards

Mr. Dalton summarized the feedback received and indicated staff will outline next steps and present options to Council in the coming weeks.

F. ADJOURN WORK SESSION

Mayor France adjourned the work session at 8:47 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: December 6, 2021

FROM: Melody Eby, Economic Development Specialist

ITEM: **Consider approval of the 2021 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board recommended approval by a vote of 5 to 0 at its November 29, 2021, meeting.)**

BACKGROUND INFORMATION: On September 19, 2005, the Flower Mound Town Council established the TIRZ #1 by creating the zone, a Board of Directors, and a TIRZ fund. At the November 29, 2021, TIRZ #1 Board meeting, the Board voted unanimously to approve the 2021 Annual Report. The Annual Report provides a summary of the action steps taken by the Board of Directors and the Town Council for fiscal year 2020-2021. It also outlines the net taxable value and captured appraised value within the zone as well as the increment for fiscal year 2020-2021, which is \$7,019,069. The Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 150th day following the end of the fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: The TIRZ #1 Board of Directors unanimously approved the 2021 Annual Report at its November 29, 2021, Board meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2021 Annual Report

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



Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1 (TIRZ #1)

ANNUAL REPORT

2021

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2021

INDEX

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- 3) Year End Summary of Meetings/Town Council/Board Actions**
- 4) Public Infrastructure Projects**
- 5) Capital Improvement Plan Budget**
- 6) Budget vs. Expenditures**
- 7) TIRZ Fund**
- 8) Annual Report**

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2021

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

During the period from October 1, 2020, through September 30, 2021, the Town of Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) Board of Directors met once. The meeting was held on December 17, 2020 to approve the minutes from the December 16, 2019 TIRZ board meeting and the 2020 Annual Report.

Town of Flower Mound Economic Development Director, Andrea Roy, provided a brief overview of the 2020 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1), with the primary change being the reallocation of \$400,000 to the Pink Evening Primrose Trail Connection. The completion of the library renovation and expansion was also completed, which was funded by TIRZ funds.

Board members appointed and serving at the time of the December 17, 2020 meeting:

Town - Paul Stone, Bill Collins, and Jim Engel

County - Larry Lipscomb and David Johnson

Ex-Officio - Mayor Steve Dixon and Interim Town Manager/CFO Debra Wallace

During the period from October 1, 2020, through September 30, 2021, the Flower Mound Town Council took the following action:

- At a meeting on January 4, 2021, the Town Council approved the 2020 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2021

PUBLIC INFRASTRUCTURE PROJECTS

2020-21

Street Projects

FM 1171 Westbound Turn Lane at FM 2499 Intersection

The project includes the installation of a FM 1171 westbound turn lane at the FM 1171/FM 2499 intersection, providing for approximately 410 feet of paving, hike/bike trails, utility relocations and traffic signal upgrades. A design contract in the amount of \$55,000.00 was awarded to Kimley-Horn and Associates, Inc. on October 3, 2016. Since that time, initial design and right-of-way acquisition have been completed. After initial design was completed, federal funding for construction was received for the project. To utilize the federal funding, TxDOT will be constructing the project. On November 15, 2021 a design amendment in the amount of \$47,400.00 was approved to modify the construction plans to meet TxDOT requirements and prepare the project for TxDOT bidding.

FM 2499 and Waketon Intersection Improvements

The project initially included the addition of westbound and eastbound right turn lanes, however, during design and with coordination of adjacent property owners, the project will also include the northbound and southbound right turn lanes. A design contract in the amount of \$173,450.00 was awarded to Halff Associates, Inc. on March 4, 2019. Town Council approved a construction award on August 17, 2020 in the amount of \$1,136,463.60. The project is currently under construction with an expected completion date of February 2022.

Rippy Road

Rippy Road will be completed in two phases. Phase 1 (Waketon Road to Pecan Meadows) included improvements of Rippy Road to its thoroughfare plan designated section, a two-lane concrete urban collector. On May 15, 2017, the Town Council approved a development agreement with CalAtlantic Homes, for construction of the improvements, providing reimbursement of the Town's share of the construction costs associated with the infrastructure improvements. Phase I of the project has been completed and the developer has received reimbursement in the amount of \$648,920.22 for the construction costs associated with Phase 1.

Phase 2 (Pecan Meadows to FM 2499) includes improvements to approximately 2,500 linear feet of existing two-lane open section asphalt roadway to its thoroughfare plan designated section, a two-lane concrete urban collector. The project also includes an enclosed storm water collection system to improve storm water

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2021

collection in the area. The design contract was awarded to CP&Y, Inc. at the March 4, 2019, Town Council meeting in the amount of \$298,645.75. On September 21, 2020 a design amendment in the amount \$38,140.00 of was approved by Town Council to provide additional drainage and flood calculations of the project area. Design plans and franchise utility relocations are complete. Right-of-way acquisition is ongoing and is expected to be complete early 2022. Due to the continued delay, staff is reviewing anticipated construction schedule plan to consider timing of project due to other projects in the area to minimize overlapping traffic closures.

Waketon Road

Waketon Road will be completed in two phases. Phase 1 (FM 2499 to the western limits of the proposed Bradford Park Subdivision, approximately 1,450' east of Chinn Chapel Road) included improvements of Waketon Road to its thoroughfare plan designated section, a two-lane concrete urban collector. On May 15, 2017, the Town Council approved a development agreement with CalAtlantic Homes, for construction of the improvements, providing reimbursement of the Town's share of the construction costs associated with the infrastructure improvements. Phase I of the project has been completed and the developer has received reimbursement in the amount of \$2,259,020.90 for the construction costs associated with Waketon Road Phase 1.

Phase 2 (Chinn Chapel Road to the western limits of the Bradford Parks Subdivision) includes improvements to approximately 1,650 linear feet of existing two-lane open section asphalt roadway to its thoroughfare plan designated section, a two-lane concrete urban collector. The project also includes a roundabout at Chinn Chapel. This is a joint project with the Town of Double Oak to improve Waketon Road from Chinn Chapel west. A design contract in the amount of \$243,225 was awarded to Halff Associates, Inc. on November 21, 2016. Design plans, franchise relocations and right-of-way acquisition are complete. On May 20, 2020, Town Council approved an Interlocal Cooperation Agreement with the Town of Double Oak for the project. Town Council approved a construction award on May 12, 2021 in the amount of \$4,335,111.00 with an expected reimbursement from Double Oak in the amount of \$2,300,426.75. The project is currently under construction with an anticipated completion date of September 2022.

East Waketon Rd Drainage Improvements

The project consists of channel excavation from FM 2499 to Waketon Road and culvert replacement under Waketon Road to alleviate the recurring flooding and traffic disruption of Waketon Road, east of FM 2499.

Town of Flower Mound, Texas **Tax Increment Reinvestment Zone #1**

As of September 30, 2021

The project will be constructed in two phases. Phase 1 provides for the channel excavation and Phase 2 provides for culvert replacement.

A design contract was awarded to Halff Associates, Inc. on March 20, 2017 to complete a drainage study providing hydraulic modeling of existing conditions, analysis of alternatives and a final report. The initial drainage study was received. A design contract in the amount of \$212,790.00 was awarded to Halff Associates, Inc. on January 7, 2019 to complete design based on the drainage study. Design plans area currently 60% complete. During design it was determined that a reassessment of the upstream hydrology was needed to better model the existing conditions. On December 7, 2020 a design amendment in the amount of \$55,000.00 was approved to reassess the drainage area and explore the possibility of minimizing the project limits to reduce the project's impacts. Construction is currently scheduled for FY 22-23.

Water Projects

Morriss Road Waterline Project Phase III

The Morriss Road Water Line Phase III project includes installation of approximately 4,400 linear feet of 30-inch water line along Morriss Road from Eaton Street to Waketon Road. The water line will replace an existing 20-inch water line and is needed to provide additional capacity to the Town's distribution system and due to condition concerns with the existing 20-inch water line. The project will also include approximately 600 linear feet of a 48-inch bore/tunnel due to the Timber Creek crossing. A design contract in the amount of \$222,600.00 was awarded to Kimley-Horn and Associates, Inc. on March 1, 2021. Design plans are currently 90%. Construction is scheduled for FY 21-22.

Parks Projects

Pink Evening Primrose Trail Connection (Bridge & Trail)

The project includes an 8-foot-wide 150-foot-long pedestrian bridge to be constructed over Timber Creek, and an additional 400 feet of 8-foot multi-use trail to tie into Gaston Park and College Parkway. This connection will provide connectivity from Gaston Park to the developments and parks to the south including River Walk and Timber Trails Park. A design contract in the amount of \$59,190.00 was awarded to Halff Associates, Inc. on December 16, 2019. Town Council approved a construction award on August 17, 2020 in the amount of \$534,610.15. The project is currently under construction with an expected completion date of February 2022.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2021

CAPITAL IMPROVEMENT PLAN BUDGET

Project	Estimated Cost
STREETS	
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267
Chinn Chapel (FM 407 to Dixon)	1,387,500
Chinn Chapel (Dixon to Waketon)	941,305
Waketon Road (Rippy to Chinn Chapel)	5,270,000
Rippy Road (FM 2499 to Waketon)	2,115,000
Churchill (East end to Yucca)	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000
FM 1171 at FM 2499 Eastbound Right Turn Lane	785,000
FM 2499 at Waketon Intersection	1,000,000
East Waketon Rd Drainage Improvements	470,000
Subtotal	\$16,052,072
SIGNALS	
College Parkway at FM 2499	\$115,000
Subtotal	\$115,000
WATER	
FM 2499 west side from FM 1171 to Dixon	\$1,700,000
FM 407 from FM 2499 to Country Meadows Addition	438,039
Morriss Waterline Project PH III	1,800,000
Subtotal	\$3,938,039
FACILITIES	
Town Hall	\$10,000,000
Senior Citizen Activity Center	4,869,638
Library renovation/expansion	10,900,000
Subtotal	\$25,769,638
PARKS	
Pink Evening Primrose Trail Connection (Bridge & Trail)	\$400,000
Subtotal	\$400,000
Improvements in Forum (Riverwalk) Area	\$730,000
Parking Structure	1,000,000
Subtotal	\$1,730,000
Other Projects	\$464,566
Town Center Master Plan	50,685
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	180,000
Subtotal	\$695,251
TOTAL	\$48,700,000

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2021

BUDGET VS EXPENDITURES

Project	Current Budget	Expended Costs to Date	Remaining Balance
STREETS			
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267	\$2,685,267	\$0
Chinn Chapel (FM 407 to Dixon)	1,387,500	1,387,500	0
Chinn Chapel (Dixon to Waketon)	941,305	941,305	0
Waketon Road	5,270,000	2,788,422	2,481,578
Rippy Road (FM 2499 to Waketon)	2,115,000	1,095,802	1,019,198
Churchill (East end to Yucca)	400,000	400,000	0
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000	206,831	791,169
FM 1171 at FM 2499 Eastbound Right Turn Lane	785,000	432,752	352,248
FM 2499 at Waketon Intersection	1,000,000	550,472	449,528
East Waketon Rd Drainage Improvements	470,000	197,018	272,982
Subtotal	\$16,052,072	\$10,685,369	\$5,366,703
SIGNALS			
College Parkway at FM 2499	\$115,000	\$115,000	\$0
Subtotal	\$115,000	\$115,000	\$0
WATER			
FM 2499 west side from FM 1171 to Dixon	\$1,700,000	\$861,529	\$838,471
FM 407 from FM 2499 to Country Meadows Addition	438,039	438,039	0
Morriss Waterline Project PH III	1,800,000	911,450	888,550
Subtotal	\$3,938,039	\$2,211,018	\$1,727,021
FACILITIES			
Town Hall	\$10,000,000	\$4,405,000	\$5,595,000
Senior Citizen Activity Center	4,869,638	4,869,638	0
Library Renovation/Expansion	10,900,000	4,540,000	6,360,000
Subtotal	\$25,769,638	\$13,814,638	\$11,955,000
PARKS			
Pink Evening Primrose Trail Connection (Bridge & Trail)	\$400,000	\$0	\$400,000
Subtotal	\$400,000	\$0	\$400,000
Improvements in Forum (Riverwalk) area			
Parking Structure	\$730,000	\$0	\$730,000
Subtotal	\$1,730,000	\$1,000,000	\$730,000
Other Projects			
Town Center Master Plan	\$464,566	\$0	\$464,566
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	50,685	50,685	0
	180,000	180,000	0
Subtotal	\$695,251	\$230,685	\$464,566
TOTAL	\$48,700,000	\$28,056,710	\$20,643,290

Highlighted values indicate changes from 2020

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2021

TIRZ FUND

Beginning Balance:	
<i>October 1, 2020</i>	\$14,923,518
Revenues:	
Property Tax	\$7,019,069
Interest	<u>\$17,456</u>
TOTAL REVENUES	\$7,036,525
Expenditures:	
Land Purchases	\$0
Professional Services	\$0
Construction/Improvements	\$1,689,396
Debt Service	<u>\$2,641,875</u>
TOTAL EXPENDITURES	\$4,331,271
Ending Balance:	
<i>September 30, 2021 (unaudited)</i>	\$17,628,772

Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1

As of September 30, 2021

ANNUAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$7,036,525 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$4,331,271 Total Expenditures

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

\$2,641,875 Total Principal and Interest

- I. Contributions /Advances from developers: None
- II. Bonds issued and payment schedule to retire bonds:

2017COTIRZ:	Fiscal Year	Principal	Interest	Total
	2022	1,065,000	175,125	1,240,125
	2023	1,085,000	153,825	1,238,825
	2024	1,110,000	126,700	1,236,700
	2025	1,145,000	93,400	1,238,400
	2026	1,190,000	47,600	1,237,600
		<u>\$ 5,595,000</u>	<u>\$ 596,650</u>	<u>\$ 6,191,650</u>

2018COTIRZ:	Fiscal Year	Principal	Interest	Total
	2022	1,210,000	192,150	1,402,150
	2023	1,230,000	167,950	1,397,950
	2024	1,270,000	131,050	1,401,050
	2025	1,305,000	92,950	1,397,950
	2026	1,345,000	53,800	1,398,800
		<u>\$ 6,360,000</u>	<u>\$ 637,900</u>	<u>\$ 6,997,900</u>

4. Tax Increment base and current captured appraised value retained by the zone:

Taxing Jurisdiction	Net Taxable Fiscal Year Value 2020 - 2021	Base Year* Value Jan 1, 2005	Captured App. Value Fiscal Year 2020 - 2021
Town of Flower Mound	\$1,344,920,733	\$228,290,889	\$1,116,629,844
Denton County	\$1,351,015,424	\$229,382,705	\$1,121,632,719

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2021

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2020-2021:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of 2020-2021 Increment
Town of Flower Mound (100%)	\$0.436500	\$4,874,089.27
Denton County (85%)	\$0.191237	\$2,144,979.57
Total	\$0.627737	\$7,019,069

- B. Amount of tax increment received in 2021 from the municipality and the other taxing jurisdictions based on 2020 valuations: \$7,019,069
- C. Other information: None

* Base Year Value as of January 1, 2005 is for Fiscal Year 2005-2006.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: December 6, 2021

FROM: Gary Bertagnolli, Director of Information Technology

ITEM: Consider approval of replacing 54 Town wireless network access points through Blue Reef Networks in the amount of \$49,274.00

BACKGROUND INFORMATION: Town Wireless Access Points provide wireless Administration Network access as well as public internet access. The Town's 7-Year-old Meru wireless system is at end of life and will be replaced with the latest technology from Ruckus which is faster and more reliable.

This item is included in the Town's Technology Replacement Fund to ensure funding is available to maintain the Town's wireless network.

FISCAL IMPACT: \$49,274.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 49,274.00	567-270-84510-2020

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Blue Leaf Quote

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



We have prepared a quote for you

Ruckus Wireless Project

Quote # 001240
Version 1

Prepared for:

Town of Flower Mound

Derek France
gary.bertagnolli@flower-mound.com



DIR-TSO-4401

Description		Price	Qty	Ext. Price
901-R650-US00	RUCKUS R650 DUAL-BAND 802.11abgn/AC/AX 4x4:4 + 2x2 RUCKUS R650 DUAL-BAND 802.11abgn/AC/AX 4x4:4 + 2x2	\$658.00	54	\$35,532.00
901-T310-US51	RUCKUS T310s, 120x30 deg, OUTDOOR 802.11ac WAVE 2 RUCKUS T310s, 120x30 deg, OUTDOOR 802.11ac WAVE 2	\$898.00	2	\$1,796.00
803-T31C-3000	WATCHDOG ADVANCE REPLACEMENT, T310C, 3 YR WATCHDOG ADVANCE REPLACEMENT, T310C, 3 YR	\$174.00	2	\$348.00
ProServWiFi	Implement Ruckus WiFi, SmartZone Controller and knowledge transfer.	\$175.00	24	\$4,200.00
CLD-BNDL-RCAW-REC3	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 3yr. Includes End Customer Support.	\$137.00	54	\$7,398.00

Subtotal: \$49,274.00

17304 Preston Road
Suite 800
Dallas, TX 75252
bluereefnet.com
888--679-7060

Attachment 1



Ruckus Wireless Project

**Prepared by:****Blue Reef Networks**

Jim Henderson
972-489-9171
jim@bluereefnet.com

Prepared for:**Town of Flower Mound**

2121 Cross Timbers Rd
Flower Mound, TX 75028
Derek France
(972) 874-6051
gary.bertagnolli@flower-mound.com

Quote Information:**Quote #: 001240**

Version: 1
Delivery Date: 11/23/2021
Expiration Date: 12/10/2021

Quote Summary

Description	Amount
DIR-TSO-4401	\$49,274.00

Total: \$49,274.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Blue Reef Networks

Town of Flower Mound

Signature: _____
Name: Jim Henderson
Title: President
Date: 11/23/2021

Signature: _____
Name: Derek France
Date: _____



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: December 6, 2021

FROM: Matthew Woods, Director of Environmental Services

ITEM: Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$120,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town began conducting air monitoring in 2010 on a quarterly basis to assess the ambient air conditions adjacent to gas well operations and other areas in the Town. In 2011, the Town Council directed staff to implement a monthly monitoring program which has continued through 2021. The reports from the 2010 through 2021 air sampling and pad site monitoring activities have been provided to the Town and are posted on the Town's webpage.

Beginning with the 2016-2017 program proposal, a more detailed gas well pad site monitoring approach was initiated to assess the conditions more effectively on the pad sites and identify potential air quality-related issues. For the proposed 2022 program, Modern Geosciences will continue to conduct upwind and downwind monitoring consistent with EPA methodology, near-equipment inspections to evaluate the operational conditions on the pad sites, associated subgrade piping monitoring, and conduct an assessment of the pad site conditions associated with gas well plugging and abandonment processes.

Modern Geosciences has provided an acceptable scope of services for the air sampling and pad site monitoring program, and Modern Geosciences has the necessary experience to perform the requested sampling and analysis. The cost for the monthly monitoring program for 2022 is estimated at \$120,000 which includes contingency costs in the event an additional monitoring event is needed. The costs associated with the pad site monitoring program are covered by annual gas well pad site monitoring and inspection fees which are assessed to the pad site operators. The Town Council previously approved the amended gas well pad site inspection fees to cover certain expenses associated with the gas well inspection and monitoring program which includes the air monitoring evaluations. The current Professional Services Agreement for the Town's monitoring and inspection program expires in December 2021.

FISCAL IMPACT: \$120,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 90,000.00	100-695-96050-5110 (FY 21-22)
\$ 30,000.00	100-695-96050-5110 (FY 22-23)

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO tw

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MODERN GEOSCIENCES, LLC.**

This contract is entered into on this 6th day of December, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and Modern Geosciences, LLC. ("hereinafter referred to as "CONSULTANT") whose address is 5100 Thompson Terrace, Colleyville, Texas 76034.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to conducting monthly gas well pad site air monitoring inspections and post-production inspections in 2022, and provide a final report for each monthly monitoring event to the TOWN; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred and Twenty Thousand and no/100 Dollars (\$120,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month. Each invoice shall be itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract to the extent covered by policy form CG0001 or equivalent, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form.
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

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

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

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

Matthew Woods, Director of Environmental Services
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6348 Telephone
 972-874-6473 Facsimile

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV. Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV. Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

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

XIX.
Notice Information

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

Matthew Woods, Director of Environmental Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6348 Telephone
972-874- 6473 Facsimile

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

Kenneth S. Tramm, PhD, PG, CHMM
Modern Geosciences, LLC.
5100 Thompson Terrace
Colleyville, TX 76034
682-223-1322 Telephone

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply

with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

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

XXII

Arbitration

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

XXIII.

No Waiver of Governmental Immunity

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

XXIV.

Severability

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

XXV.

Remedies

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

XXVI.

Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Modern Geosciences, LLC.

By: _____

Name: Kenneth S. Tramm, PhD, PG

Title: _____

Date Signed: _____

State of Texas §

County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Kenneth S. Tramm, PhD, PG, in his capacity as _____ of Modern Geosciences, LLC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Modern Geosciences, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF ____, 20____.

 Notary Public, State of Texas

My Commission Expires:



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: December 6, 2021

FROM: Paul Henley, Fire Chief *PH*

ITEM: Consider approval of a Memorandum of Agreement between the Town of Flower Mound and Texas A&M Extension Service (TEEX) for customized training of executive and command staff for the Emergency Operations Center in the total amount of \$20,715.00 and authorization for the Mayor to approve same on behalf of the Town.

BACKGROUND INFORMATION: During the 2021 Winter Storm Event, the Emergency Operations Center (EOC) staff requested a more comprehensive training evolution to better service the community in an emergency situation. The TEEX training consists of a customized training and exercise delivery providing executive-level incident management training. This training is part of a FY21/22 approved decision package.

FISCAL IMPACT: 20,715.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$18,320.00	100-660-64000-5060
\$ 2,395.00	100-660-62000-5060

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

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

ATTACHMENTS:

1. Memorandum of Agreement

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



MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement ("MOA")** is entered into by and between Flower Mound Fire & Emergency Services ("Customer") and the Texas A&M Engineering Extension Service ("TEEX"), a member of the Texas A&M University System and an agency of the State of Texas, shown below as Contracting Parties (individually referred to as "Party" or collectively as the "Parties").

I. CONTRACTING PARTIES:

The Receiving Party: Flower Mound Fire & Emergency Services
3911 S. Broadway Ave.
Flower Mound, TX 75028

The Performing Party: Texas A&M Engineering Extension Service, P.O. Box 40006, College Station, TX 77842 or 200 Technology Way, College Station, TX.77845

Customer Point of Contact:

Name: Brandon Barth

Address: 3911 S. Broadway Ave.
Flower Mound, TX 75028

Phone: 972-874-6203

Email: brandon.barth@flower-mound.com

TEEX Point of Contact:

Name: Elizabeth Boerlin

P.O. Box 40006, College Station, TX 77842-4006

Phone: 979-314-9192

Email: Elizabeth.boerlin@teex.tamu.edu

II. STATEMENT OF WORK PERFORMED:

All or part of the Statement of Work is approved on a TEEX GSA contract: ☐ Yes ☒ No

If yes above, and the customer is GSA eligible, the approved portion is a GSA sale unless otherwise noted below:

☒ The Customer has verified this is not a GSA related sale.

☐ Other: (please state the reason)

Statement of Work dated 5 October 2021 (labeled as Attachment A)

III. MOA AMOUNT:

The total fixed-price amount of this MOA is: \$20,715.00 (Twenty Thousand, Seven Hundred Fifteen Dollars and Zero Cents) .

IV. PAYMENT FOR THE WORK:

Payment for Work performed under this MOA shall be billed as each milestone/task is completed. The firm fixed prices of each milestone is provided below:

Task / Milestone Name	Milestone Payment
Training & Exercise Development (Includes completion of: C&O, IPM, MPM & FPM)	\$6,095.00
Perform Training & Exercise	\$11,430.00
Submittal of final AAR	\$3,190.00

V. TERM OF MOA:

This MOA is to begin as of the date of the last signature and shall terminate August 31, 2022, unless earlier terminated in accordance with Section X below.

If this MOA is not signed by all Parties and returned to both Parties within sixty (60) days of date of the first signature below, then this MOA will be null and void and of no further effect.

VI. INDEPENDENT CONTRACTOR:

TEEX is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the Customer. TEEX employees are not employees of the Customer, and neither TEEX nor Customer's personnel will, by virtue of this MOA, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.

VII. USE OF PURCHASE ORDERS:

To the degree that either or both of the Parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this MOA, it or they may do so but none of the terms and conditions printed or otherwise appearing on or relating to such form shall be applicable except to the extent that it specifies information required to be furnished by either Party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

VIII. PUBLICITY:

Neither Party to this MOA may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX may include the Customer's name, project title, and total MOA value in internal and external reports of awards received. Additionally, Customer acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOA.

IX. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and TEEX to attempt to resolve any claim for breach of this MOA made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of this MOA under this Chapter to the Deputy Director of TEEX, who shall examine Customer's claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

X. TERMINATION:

Both Parties reserve the right to terminate this MOA for reasonable cause or if it is determined the objectives of this MOA cannot be accomplished. A Party wishing to terminate this MOA must notify the other Party in writing thirty (30) days in advance and arrange for a mutual settlement of expenses incurred. TEEX will be paid for Work performed up to the date of termination, in accordance with the terms of this MOA. If a mutual settlement of expenses cannot be reached, such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination. Termination of this MOA for any reason, does not relieve either Party of the obligations incurred prior to the termination.

XI. SAVINGS CLAUSE:

In the event that any provision of this MOA is held unenforceable for any reason, the remaining provisions of this MOA shall remain in full force and effect.

XII. AMENDMENTS:

No amendment to this MOA shall be valid unless it is made in a writing signed by the authorized representatives of both Parties.

XIII. FORCE MAJEURE:

If either Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this agreement and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either Party to proceed with or continue the performance of the Services or any part thereof, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period of more than thirty (30) days.

XIV. NOTICES:

Formal notices provided under this MOA must be in writing and delivered by (i) U.S. Postal Service; (ii) certified mail, return receipt requested; (iii) hand delivered; (iv) email; or (v) delivery by a reputable overnight courier service (in the case of delivery by email the notice must be followed immediately by a copy of the notice being delivered by a means provided in (i), (ii), (iii), or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by email, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing.

Customer Contact:

Name: Brandon Barth

Address: 3911 S. Broadway, Ave.,
Flower Mound, TX 75028

Phone: 972-874-6203

TEEX Contact:

Name: Jonathan Dikes

P.O. Box 40006, College Station, TX 77842-4006

Phone: 979-458-6800

Email: brandon.barth@flower-mound.com

Email: jonathan.dikes@teex.tamu.edu

XV. EXPORT COMPLIANCE

Customer certifies that none of its Representatives participating in the custom workshop and exercise delivery is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. However, Customer shall provide TEEX with names and citizenship information for all of Customer's Representatives participating in the custom workshop and exercise delivery for purposes of additional due diligence.

XVI. INTELLECTUAL PROPERTY

Copyright ownership of all training models, curriculum, and materials ("work of authorship") delivered by TEEX under this MOA (whether created in the performance of this MOA or pre-existing) shall exclusively vest in TEEX. No rights are granted under such copyrights except as may be described in this MOA or stated in any training manuals or materials delivered as part of this MOA.

XVII. CONFLICT OF INTEREST:

By executing this MOA, Customer and each person signing on behalf of Customer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.

XVIII. GENERAL PROVISIONS:

a. TEEX is an agency of the State of Texas and nothing in this MOA waives or relinquishes TEEX's right to claim any exemptions, privileges, or immunities as may be provided by law.

b. A Party's failure to enforce a provision of this MOA does not waive that that Party's ability to enforce such provision in any subsequent occurrence.

The undersigned Parties bind themselves to the faithful performance of this MOA. This MOA constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this MOA.

Flower Mound Fire & Emergency Services :

By: _____

Name: _____

Title: _____

Date: _____

Texas A&M Engineering Extension Service:

By:  _____Name: **Gordon Lohmeyer or Designee**Title: **Division Director or Associate Division Director**Date: **11/9/2021**Reviewed by
ESTI Business Office

ATTACHMENT "A"
Flower Mound Fire & Emergency Services
Statement of Work
5 October 2021

TEEX/ESTI will design, develop and deliver a 6-hour executive-level incident management workshop and Table-Top Exercise (TTX) that focuses on the operational planning cycle ("P") in an EOC environment. The workshop and exercise delivery will allow participants to familiarize themselves with and reinforce the operational planning process, its meetings, briefings, planning periods, and transitions.

STATEMENT OF SERVICES:

TEEX / ESTI will:

- Design, develop and deliver one (1) Executive-Level Incident Management Workshop & TTX for up to thirty (30) participants.
- Conduct, in conjunction with Flower Mound F&ES staff four (4) planning meetings via teleconference Concepts and Objectives Meeting (C&O), Initial Planning Meeting (IPM), Midterm Planning Meeting (MPM) and Final Planning Meeting (FPM). Exact meeting dates and times will be determined once the contract has been signed by all parties.
- Request existing and relevant plans and response procedures from appropriate Agencies and ensure all facilitators are familiar with their content.
- Provide required workshop and exercise materials for each participant.
- Provide three (3) TEEX/ESTI Instructors/Facilitators/SMEs.
- Provide access to print Exercise Certificates to all TTX participants through TEEX Student Portal no later than thirty (30) business days post TTX delivery.
- Create an after-action report (AAR) as the final deliverable. The draft AAR will be delivered electronically no later than thirty (30) business days post TTX delivery. The final after action report (AAR) will be completed and electronic format (emailed) no later than twenty-one (21) business days post final changes to draft AAR received from Customer.

Flower Mound Fire & Emergency Services will:

- Organize and conduct, in conjunction with the TEEX / ESTI, four (4) planning meetings via teleconference: Concepts and Objectives Meeting (C&O), Initial Planning Meeting (IPM), Midterm Planning Meeting (MPM) and Final Planning Meeting (FPM). Exact meeting dates and times will be determined once the contract has been signed by all parties.
- Coordinate the attendance of key planning staff at planning meetings.
- Provide TEEX / ESTI existing and relevant information, plans and response procedures from appropriate Agencies.
- Provide the venue and all associated support to host the TTX to include but not limited to: audio-visual support, break-out rooms, seating, and other necessary items.
- Coordinate the attendance of up to thirty (30) participants at the workshop/TTX.
- Provide TEEX/ESTI access to the classroom facility the afternoon before and the morning of the delivery to setup

SCHEDULING:

- Planning meetings and the exercise will be scheduled at a mutually agreed upon date(s) and time.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: December 6, 2021

FROM: Sue Ridnour, Director of Library Services

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Since 1985, the Town has annually received funding from Denton County in exchange for providing library services to residents of the county. To be eligible for funding, the Flower Mound Public Library must agree to serve all Denton County residents. The Library must also have in place technology protection measures (filters) with respect to any computers used by the public. The Flower Mound Public Library fulfills these requirements.

The Director of Library Services acts as liaison officer between the County and the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$60,300 to be paid in quarterly installments

Proposed Expenditure/(Revenue):	Account Number(s):
\$ (60,300)	100-4605

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

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

ATTACHMENTS:

1. Interlocal Agreement

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

THE STATE OF TEXAS	§	
	§	FLOWER MOUND PUBLIC LIBRARY
COUNTY OF DENTON	§	

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Flower Mound, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2021.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2021, through September 30, 2022.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate Sue Ridnour, to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Sue Ridnour shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

To the fullest extent permitted by law, the MUNICIPALITY agrees to hold harmless and indemnify the COUNTY from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the MUNICIPALITY, its officers, agents or employees.

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the COUNTY is:	Denton County Judge 1 Courthouse Drive, Suite 3100 Denton, Texas 76208 Telephone: 940-349-2820
The address of the MUNICIPALITY is:	Flower Mound Public Library c/o The Town of Flower Mound, Texas 3030 Broadmoor Lane Flower Mound, Texas 75022 Attention: Sue Ridnour Telephone: 972-874-6200

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **SIXTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$60,300.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2021. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A."

Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography.

The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2021.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

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

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

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

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties

hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

The Town of Flower Mound, Texas

By: _____
 Andy Eads, County Judge
 Denton County, Texas

By: _____
 Name: _____
 Title: _____

ATTEST:

ATTEST:

By: _____
 Denton County Clerk

By: _____
 Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

 Denton County Auditor

EXHIBIT A**DENTON COUNTY LIBRARY'S FUNDING Approved (2021-2022)**

Changes made during Budget Workshops

PER CAPITA: \$ 0.338302
 MATCHING: \$ 10,000.00

DENTON COUNTY POPULATION:
 POPULATION OF CITIES WITH LIBRARIES
 REMAINING POPULATION

933,228
411,521
521,707

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	POP	POP	allocation	ALLOCATION	FUNDS		
AUBREY	39,890	17,590	22,300	\$ 13,495	\$ 10,000	\$ 23,495	\$ 23,500
CARROLLTON	193,904	85,505	108,399	\$ 65,598	\$ -	\$ 65,598	\$ 65,600
FLOWER MOUND	178,071	78,523	99,548	\$ 60,242	\$ -	\$ 60,242	\$ 60,300
JUSTIN	12,359	5,450	6,909	\$ 4,181	\$ 10,000	\$ 14,181	\$ 14,200
KRUM	12,699	5,600	7,099	\$ 4,296	\$ 10,000	\$ 14,296	\$ 14,300
LEWISVILLE	245,899	108,433	137,466	\$ 83,188	\$ -	\$ 83,188	\$ 83,200
LITTLE ELM	110,916	48,910	62,006	\$ 37,523	\$ 10,000	\$ 47,523	\$ 47,600
PILOT POINT	10,205	4,500	5,705	\$ 3,452	\$ 10,000	\$ 13,452	\$ 13,500
PONDER	-	-	-	\$ -		\$ -	\$ -
SANGER	21,861	9,640	12,221	\$ 7,396	\$ 10,000	\$ 17,396	\$ 17,400
THE COLONY	107,423	47,370	60,053	\$ 36,342	\$ 10,000	\$ 46,342	\$ 46,400
TOTAL	933,227	411,521	521,707	\$ 315,713	\$ 70,000	\$ 385,713	\$ 386,000
Aubrey Population:							
Aubrey	6,210						
Crossroads	2,530						
Krugerville	1,940						
Providence	6,910						
Total	17,590						
Ponder Population:	-						
Dish (Interlocal Agreement	-						
Total	-						



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: December 6, 2021

FROM: Matthew Woods, Director of Environmental Services

ITEM: Consider approval of the purchase of two (2) 2022 Ford F150 Super Cab 1/2 Ton Trucks with 6.5 foot bed per Town of Flower Mound Specifications and Vendor Quote in the amount of \$66,405.34.

BACKGROUND INFORMATION: The Environmental Services Department is requesting the purchase of Two (2) New 2022 Ford F150 Super Cab ½ ton trucks in the amount of \$66,405.34 through BuyBoard Cooperative Contract No 601-19.

This vehicle purchase replaces units #96050-12 and #96050-13. All units are part of the approved Fiscal Year 2021-2022 Vehicle and Equipment Replacement Fund (VERF) budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$66,405.34

Proposed Expenditure/(Revenue):	Account Number(s):
\$66,405.34	565-450-84500-6130

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Vehicle -Equipment Purchase Requisition
3. Flower Mound FM96050-1213 Cooperative Quote

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



Bid Award Recommendation

Date: 10/29/2021

Description: **2022 Ford F150 Super Cab ½ ton Pick-up with 6.5' bed, Toolbox, Headache Rack and Spray-in bed liner**

Qty.: 2

Replaces: 96050-12, a 2010 F150 ½ ton pickup truck and 96050-13, a 2011 F150 ½ ton pickup truck.

Bidder: Sam Packs Five Star Ford, Kevin Moore 888-835-3389, KevinMoore@spford.com

Item: **Two - 2022 Ford F150 Super Cab ½ ton Pick-up with 6.5' bed, Toolbox, Headache Rack and Spray-in bed liner and vehicle options as identified on attached Flower Mound FM96050-1213 Cooperative Quote**

Total Cost of Vehicles, Equipment & Installation:

\$66,405.34

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$66,405.34** utilizing the **BuyBoard Cooperative Contract # 601-19**.

10/29/2021

Fleet Services Manager

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 9.29.2021
 Suggested Vendor: _____
 Contact (if known): _____
 Address (if available): _____
 Phone/Fax: _____



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Environmental Services

G/L Account # (if Decision Package)	\$ Amount Approved	Qty.	Unit Description (Specifications)	Estimated Unit Price	Amount
565-450-84500-6130	\$ 30,000	1	Ford F150 Ext. Cab 2 full doors and 2 half size rear seat-6.5' bed pickup w/ one single locking tool box, emergency lighting kit, and hitch 2-inch ball and receiver with a male 6 pin for the wiring harness, yellow sticker on the tailgate reading "Caution This Vehicle Makes Frequent Stops"	\$ 30,000	\$ 30,000
565-450-84500-6130	\$ 30,000	1	Ford F150 Ext. Cab 2 full doors and 2 half doors and half size rear seat-6.5' bed pickup w/ one single locking tool box, emergency lighting kit, and hitch, yellow sticker on the tailgate reading "Caution This Vehicle Makes Frequent Stops" *Exception submitted for extended cab	\$ 30,000	\$ 30,000
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 60,000

Name/Phone Ext.: Helena Lynch/ 6338
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 96050-12, 96050-13
 Spec Name: _____

APPROVALS:Fleet Manager: Bill Sterner

Town Manager: _____

Bid/Solicitation #: Estimate dated 10/26/21Co-Op/Contract #: BuyBoard # 601-19

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.

Env Services 21-22 Vehicle-Equipment Purchase Requisition Form

Final Audit Report

2021-09-30

Created:	2021-09-30
By:	Helena Lynch (helena.lynch@flower-mound.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACWCJXrLH_NBoKuSfa56dthgFnTSeOWkbt

"Env Services 21-22 Vehicle-Equipment Purchase Requisition Form" History

-  Document created by Helena Lynch (helena.lynch@flower-mound.com)
2021-09-30 - 3:50:04 PM GMT - IP address: 97.105.97.14
-  Document emailed to Matthew Woods (matthew.woods@flower-mound.com) for signature
2021-09-30 - 3:53:02 PM GMT
-  Email viewed by Matthew Woods (matthew.woods@flower-mound.com)
2021-09-30 - 4:00:39 PM GMT - IP address: 97.105.97.14
-  Document e-signed by Matthew Woods (matthew.woods@flower-mound.com)
Signature Date: 2021-09-30 - 4:06:30 PM GMT - Time Source: server- IP address: 97.105.97.14
-  Agreement completed.
2021-09-30 - 4:06:30 PM GMT

Off Menu	Options limited to 25% of Published Price	Current %	6.11%	Total of D. - Off Menu Options	\$1,785.00
	Delivery Charges	15 Miles @ \$1.49/mile			\$ 22.35
	Floorplan Expense	30 Days	\$4.67 Per Diem		\$ 140.16
	Lot Insurance Expense	30 Days	\$4.67 Per Diem		\$ 140.16
	Manufacturer Delivery Fee				\$ 1,695.00
				Total Each	\$ 33,002.67
	Quantity Ordered	2	X F =		\$ 66,005.34
	Administrative Fee				\$ 400.00
	Trade In Allowance - Non-Equipment debits and credits				\$ -
	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$66,405.34



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: December 6, 2021

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of the purchase of two (2) 2022 Ford Pursuit Rated Hybrid Police Interceptor Utility with Police Equipment Packages and two (2) 2022 Chevrolet Tahoe PPV with emergency equipment as per Town of Flower Mound Specifications and Vendor Quotes from the Holiday Auto Group for Police Services in the amount of \$240,072.00.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of two (2) new 2022 Ford Pursuit Rated Hybrid Police Interceptor Utility with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate #32435 in the amount of \$121,181.00 and two (2) Chevrolet Tahoe's PPV w/emergency equipment as per Town of Flower Mound Specifications and Vendor estimate #32471 and #32472 in the amount of \$118,891.00 from the Holiday Auto Group through Tarrant County Cooperative Contract #2020-174. This purchase is to replace Unit No. 43500-40, Unit No. 43500-41, Unit No. 43500-42 and Unit No. 43500-47 all of which are 2016 Chevrolet Tahoe's. The replacement of the vehicles is a part of the approved Fiscal Year 21-22 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$240,072.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 240,072.00	565-450-84500-6130

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicles
2. Quote – Estimate # 32435, #32471 and #32472
3. Town of Flower Mound Specifications

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



Bid Award Recommendation

Date: 10/25/2021

Description: **Ford Pursuit Rated Hybrid Police Interceptor - Utility**

Qty.: 2

Replaces: 43500-40, and 43500-41, both of which are 2016 Chevrolet Tahoe's.

Bidder: Holiday Auto Group, Mike Hewitt 903-564-5641, mike@defendersupply.com
Estimate# 32435, Tarrant County Cooperative Contract# 2020-174.

Item: Two – 2022 Ford Pursuit Rated Hybrid Police Interceptor Utility with Police Equipment Packages as per TOFM Specs and as identified within Cooperative quote 32435.

Total Cost of Vehicles, Equipment & Installation:

\$121,181.00

It is Fleet Services recommendation to award the bid to **Holiday Auto Group** in the amount of **\$121,181.00** utilizing the **Tarrant County Cooperative Contract # 2020-174**.

10/25/2021

Fleet Services Manager

Date



Bid Award Recommendation

Date: 11/17/2021

Description: **2022 Chevrolet Tahoe Pursuit Rated Vehicle W/ Emergency Equipment**

Qty.: 2

Replaces: 43500-42, a 2016 Chevy Tahoe and 43500-47, a 2017 Chevy Tahoe

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

Item: Two – 2022 Chevrolet Tahoe Pursuit Rated Vehicles with Police Equipment Packages as per TOFM Specs and as Identified Within Attached Cooperative Quotes 32471 and 32472.

Total Cost of Vehicles, Equipment & Installation:

\$118,891.00

It is Fleet Services recommendation to award the bid to **Holiday Auto Group** in the amount of **\$118,891.00** utilizing the **Tarrant County Cooperative Contract # 2020-0174**.

11/17/2021

Fleet Services Manager

Date



Date	10/25/2021
Estimate #	32435
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location	Qty	Price	Total
** Pricing Per Tarrant County Cooperative Contract # 2020-174 **				
2022 Ford INT SUV Hybrid Pursuit Rated Police Package		2	39,765.00	79,530.00T
Per attached Specs				
2 Year Texas State Inspection Certificate		2	7.00	14.00T
Vehicle Dealer Prep		2	130.00	260.00T
Window Tint - For Two Front Windows		2	79.00	158.00T
55% Madico Onyx				
7170-0734-05 Gamber Johnson 2020+ Ford Police Interceptor® Utility Low-Profile Console Box with Cup Holder , Armrest, and 6" Locking Slide Arm Kit		2	596.00	1,192.00T
Gamber Johnson Mongoose 9' Locking Slide Arm with 360 Degree Clevis for Computer Docking Station		2	249.00	498.00T
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)		2	497.00	994.00T
Setina Dual T-Rail Weapon System with handcuff key		2	349.00	698.00T
Setina T-Rail Universal Lock, EoTech Bracket		2	13.00	26.00T
Pro-Gard recessed partition with center sliding poly window for a 2020+ PI SUV		2	612.00	1,224.00T
Pro-Gard Prisoner Seat with OB Belts		2	1,152.00	2,304.00T
Whelen 54' Legacy WeCanX Light Bar with Super Bright Clear Take Downs and Alley Lights with Red/White/Blue/White Front Light Configuration & Red/Amber/Blue/Amber Rear Configuration		2	1,357.00	2,714.00T
Whelen Light Bar Strap Mount Kit for a 2020+ Ford Interceptor Utility SUV		2	51.00	102.00T

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

Vehicle & Emergency Equipment Total

Signature



Date	10/25/2021
Estimate #	32435
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Descript ion	Location	Qty	Price	Total
Whelen Cencom Core Amp Control Module		2	559.00	1,118.00T
Whelen WeCanX Console Mount 21 Button/Slide Control Head		2	69.00	138.00T
2020 Ford Interceptor Utility Gateway Installation Kit for use WITHOUT Ford 61B Factory Option		2	86.00	172.00T
Whelen WeCanX Core 8 Expansion Module		2	88.00	176.00T
Whelen Vehicle-to-Vehicle Sync Module		2	11.00	22.00T
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker	Behind Grill	2	139.00	278.00T
Behind the Grill speaker bracket (driver side) for a 2020 PI SUV.		2	22.00	44.00T
Whelen Surface Mount ION Trio Light Head in Red/Blue/White		4	89.00	356.00T
Whelen Trio Color Llinear ION Red/Blue/White		14	89.00	1,246.00T
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes		4	282.00	1,128.00T
Whelen Rear Pillars, 2020 Ford INT SUV, Duo		2	829.00	1,658.00T
Whelen 360 Degree LED Side Emitter Light Head - Red/Blue Split		8	61.00	488.00T
Whelen Universal Solid State Tail Light Flasher		2	56.00	112.00T
Whelen Howler system for a 2020+ PI SUV		2	381.00	762.00T
Whelen LED Flush Mount Compartment Light in Red & White		10	37.00	370.00T
Universal Mount 6 Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens		2	49.00	98.00T
Go Rhino Law Enforcement Textured Push Bumper for 2020+ Ford Interceptor Utility SUVs. Bumper includes top channel mounting space for (4) IONs and (2) 45 degree angle brackets for the sides.		2	388.00	776.00T

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

Vehicle & Emergency Equipmen t Total

Signature



Date	10/25/2021
Estimate #	32435
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location	Qty	Price	Total
Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)		2	18.00	36.00T
Streamlight Power Cord for Mobile Charger Sleeve		2	11.00	22.00T
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.		2	72.00	144.00T
Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote.		2	3,471.00	6,942.00T
Applied Concepts, Stalker, 24 Month Extended Warranty		2	490.00	980.00T
Stalker Mounting Brackets for Counting Unit & Front Antenna for the Stalker Dual SL & DSR 2X Radar Systems for the 2013+ Ford Interceptor Utility SUV		2	142.00	284.00T
Southern Star bracketry for mounting 795 Opticom (square) to Whelen light bar		2	70.00	140.00T
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		4	312.00	1,248.00T
AFM 835 700-800 whip		4	14.00	56.00T
Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		4	21.00	84.00T
Jotto Desk Magnetic Console Mic Clip		4	28.00	112.00T
12-volt vehicular power cable for Cradlepoint		2	51.00	102.00T
CABLES for RADIO				
HAF4013A Motorola Antenna (762-870 mHz)		2	69.00	138.00T
Main radio power cable		2	29.00	58.00T
Power cable plus speaker outs for Motorola XTL 5000		2	56.00	112.00T
Motorola 13-Watt Police Radio Speaker with Mounting Bracket		2	77.00	154.00T
17' remote cable		2	76.00	152.00T
3/4", Thru-hole Mounts, 17' solid core coax cable		2	12.00	24.00T

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

Vehicle & Emergency Equipment Total

Signature



Date	10/25/2021
Estimate #	32435
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location	Qty	Price	Total
Professional Design & Installation of Graphics for Customer's Department by Defender Supply		2	555.00	1,110.00
Professional Installation of Graphics by Defender Supply		2	152.00	304.00
RED or YELLOW Rocker Switches for Cargo Dome		4	5.00	20.00T
Fire Extinguisher Bracket - 10 lb. Heavy Duty Vehicle Mount		2	64.00	128.00T
Installation of Customer Supplied Items		2	1,190.50	2,381.00T
Cradle Point APX6500 Radio Axon Fleet 2 Video System				
Installation of Above Equipment		2	3,080.00	6,160.00T
Shipping of Above Emergency Parts for Upfit		2	91.00	182.00T
Misc. Shop Supplies		2	87.00	174.00T
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		2	639.00	1,278.00T
Texas Government or Municipality - No Sales Tax			0.00%	0.00

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

Vehicle & Emergency Equipment Total	\$121,181.00
-------------------------------------	--------------

Signature _____

HOLIDAY

AUTOGROUP.COM

Date	10/29/2021
Estimate #	32471
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location	Qty	Price	Total
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle (CC10706) - with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight)		1	34,192.00	34,192.00T
(Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2020-0174).				
Make Payment to: Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273				
FOB, 2021 Chevrolet Tahoe		4	89.00	356.00T
Window Tint - For Two Front Windows Madico Onyx 55%		1	79.00	79.00T
Defender Supply TAHOE Driver Side Spot Light with LED Bulb. Includes Installation.		1	560.00	560.00T
2 Year Texas State Inspection Certificate		1	7.00	7.00T
Disable Rear Door Window Switches, Door Locks and Door Handles - Tahoe		1	145.00	145.00T
Havis Vehicle Specific Console (C-VS-1012-TAH-H), Side Mount Armrest (ARM-102) & Self-Adjusting Double Cup Holder (CUP2-1001) for the 2021+ Chevrolet Tahoe 9C1 & SSV		1	408.00	408.00T
Equipment Brackets:				
Cencom Motorola APX6500 Radio - 2 Piece				

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY

AUTOGROUP.COM

Date	10/29/2021
Estimate #	32471
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location	Qty	Price	Total
Havis 8.5' Heavy Duty Telescoping Pole with Side Mount & Short Handle (can be mounted internally or externally to the console)		1	128.00	128.00T
Havis 11' Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	191.00	191.00T
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)		1	444.00	444.00T
Pro-Gard Center Sliding Poly Window for 2021+ Tahoe		1	662.00	662.00T
ProGard Cargo Barrier with Metal Mesh insert & Rear Grey ABS Plastic Prisoner Seat with Outboard Seat Belt System for Officer Protection for the 2021+ Chevrolet Tahoe 9C1 & SSV		1	1,184.00	1,184.00T
Pair, Black ABS, Rear Door Panels (for use with WB57T21 & WBP57T21 only)		1	101.00	101.00T
Pair, Steel Window Bars (for use with DP57T21 ABS Rear Door Panels only)		1	179.00	179.00T
Setina Dual T-Rail Weapon System with handcuff key		1	349.00	349.00T
Setina T-Rail Universal Lock, EoTech Bracket		1	14.00	14.00T
Whelen 54' Legacy WeCanX Light Bar with Super Bright Clear Take Downs and Alley Lights with Red/White/Blue/White Front Light Configuration & Red/Amber/Blue/Amber Rear Configuration		1	1,357.00	1,357.00T
Whelen Light Bar Strap Kit for the 2019+ Silverado 1500 & 2021+ Chevrolet Tahoe 9C1 & SSV		1	51.00	51.00T
Whelen Cencom Core Amp Control Module		1	559.00	559.00T
Whelen WeCanX Console Mount 21 Button/Slide Control Head		1	69.00	69.00T
2021 Chevy Tahoe and Suburban Installation Kit for C399		1	86.00	86.00T

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Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location	Qty	Price	Total
Whelen WeCanX Core 8 Expansion Module		1	88.00	88.00T
Whelen Vehicle-to-Vehicle Sync Module		1	11.00	11.00T
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker		1	139.00	139.00T
Whelen Behind the Grill Siren (Driver & Passenger Side) Speaker Bracket - 2021+ Chevrolet Tahoe 9C1 & SSV		1	22.00	22.00T
Whelen Surface Mount ION Trio Light Head in Red/Blue/White		6	89.00	534.00T
2 each Running Board = 4 1 each side of Push Bumper = 2				
Whelen Trio Color Linear ION Red/Blue/White		8	89.00	712.00T
4 Push Bumper Front Facing 2 Each Quarter Glass 2 Hitch Area/Rear License Plate				
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes	Sideview Mirrors	2	181.00	362.00T
Whelen Rear Pillar, Duo WeCan		1	829.00	829.00T
Whelen WeCanX Low Frequency Howler Siren System Howler for Core programmed to run 60 seconds		1	451.00	451.00T
Howler Mounting & Bracketry Assembly System for 2021+ Chevrolet Tahoe 9C1 & SSV		1	0.00	0.00T
Whelen LED Flush Mount Compartment Light in Red & White		5	37.00	185.00T
Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens		1	49.00	49.00T

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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location	Qty	Price	Total
Go Rhino LR Series Steel Push Bumper for 2021+ Chevrolet Tahoe 9C1 & SSV. Bumper has the ability to mount (4) Forward Firing Whelen IONs in the Top Tube Channel, and includes (2) Horizontal ION Brackets for Side Mounted Lights		1	336.00	336.00T
20602 Streamlight SL-20L		1	112.00	112.00T
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.		1	73.00	73.00T
Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote.		1	3,471.00	3,471.00T
Applied Concepts, Stalker, 24 Month Extended Warranty		1	490.00	490.00T
Stalker Radar display and front antenna bracket for 2021+ Tahoes (Ka and K band)		1	161.00	161.00T
Federal Signal External Use LED Opticom Emitter Designed for Public Service Use		1	1,153.00	1,153.00T
Southern Star bracketry for mounting 795 Opticoms (square) to Whelen light bar		1	140.00	140.00T
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	312.00	312.00T
AFM 835 700-800 whip		1	14.00	14.00T
Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	21.00	21.00T
Jotto Desk Magnetic Console Mic Clip		2	28.00	56.00T
12-volt vehicular power cable for Cradlepoint		1	51.00	51.00T
CABLES for RADIO				
HAF4013A Motorola Antenna (762-870 mHz)		1	69.00	69.00T
Main radio power cable		1	29.00	29.00T
Power cable plus speaker outs for Motorola XTL 5000		1	56.00	56.00T
Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	77.00	77.00T
Motorola Two-Piece Radio Remote Cable		1	76.00	76.00T

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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location	Qty	Price	Total
3/4", Thru-hole Mounts, 17' solid core coax cable		1	24.00	24.00T
Motorola 13W weatherproof / waterproof external speaker		1	103.00	103.00T
Defender Supply Electronic Equipment mounting system with Protection Cover - Mounts to cargo partition in the Rear Cargo Area to Install and Protect Electronic Equipment and Power Distribution for Cleanliness and Easy Maintenance Access.		1	168.00	168.00T
TRACER TRIO 5-LAMP HOUSING		2	812.00	1,624.00T
TCRB54A Tracer Brackets, 2021 Tahoe		2	49.00	98.00T
Professional Design & Installation of Graphics for Customer's Department by Defender Supply		1	555.00	555.00
Professional Installation of Graphics by Defender Supply		1	152.00	152.00
RED Rocker Switches for Cargo Domes		1	5.00	5.00T
Installation of Customer Supplied Items:		1	1,290.00	1,290.00T
Cradle Point APX6500 Radio Axon Fleet 2 Video System				
Installation of Above Equipment		1	3,080.00	3,080.00T
Shipping of Above Emergency Parts for Upfit		1	91.00	91.00T
Misc. Shop Supplies		1	87.00	87.00T
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	645.00	645.00T
Texas Government or Municipality - No Sales Tax			0.00%	0.00

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Vehicle & Emergency Equipment Total
\$59,122.00

Signature _____

HOLIDAY AUTOGROUP.COM

Date	10/29/2021
Estimate #	32472
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location	Qty	Price	Total
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle (CC10706) - with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2020-0174). Make Payment to: Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273		1	34,192.00	34,192.00T
FOB, 2021 Chevrolet Tahoe		4	89.00	356.00T
Window Tint - For Two Front Windows Madico Onyx 55%		1	79.00	79.00T
Defender Supply TAHOE Driver Side Spot Light with LED Bulb. Includes Installation.		1	560.00	560.00T
2 Year Texas State Inspection Certificate		1	7.00	7.00T
Disable Rear Door Window Switches, Door Locks and Door Handles - Tahoe		1	145.00	145.00T
Havis Vehicle Specific Console (C-VS-1012-TAH-H), Side Mount Armrest (ARM-102) & Self-Adjusting Double Cup Holder (CUP2-1001) for the 2021+ Chevrolet Tahoe 9C1 & SSV		1	408.00	408.00T
Equipment Brackets: Cencom Motorola APX6500 Radio - 2 Piece				

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Bill To
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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location	Qty	Price	Total
Havis 8.5' Heavy Duty Telescoping Pole with Side Mount & Short Handle (can be mounted internally or externally to the console)		1	128.00	128.00T
Havis 11' Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	191.00	191.00T
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)		1	444.00	444.00T
Setina Dual T-Rail Weapon System with handcuff key		1	349.00	349.00T
Setina T-Rail Universal Lock, EoTech Bracket		1	14.00	14.00T
Setina Free Standing Weapon's Rack Base, 2021 Tahoe		1	122.00	122.00T
Whelen 54' Legacy WeCanX Light Bar with Super Bright Clear Take Downs and Alley Lights with Red/White/Blue/White Front Light Configuration & Red/Amber/Blue/Amber Rear Configuration		1	1,357.00	1,357.00T
Whelen Light Bar Strap Kit for the 2019+ Silverado 1500 & 2021+ Chevrolet Tahoe 9C1 & SSV		1	51.00	51.00T
Whelen Cencom Core Amp Control Module		1	559.00	559.00T
Whelen WeCanX Console Mount 21 Button/Slide Control Head		1	69.00	69.00T
2021 Chevy Tahoe and Suburban Installation Kit for C399		1	86.00	86.00T
Whelen WeCanX Core 8 Expansion Module		1	88.00	88.00T
Whelen Vehicle-to-Vehicle Sync Module		1	11.00	11.00T
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker		1	139.00	139.00T
Whelen Behind the Grill Siren (Driver & Passenger Side) Speaker Bracket - 2021+ Chevrolet Tahoe 9C1 & SSV		1	22.00	22.00T

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

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location	Qty	Price	Total
Whelen Surface Mount ION Trio Light Head in Red/Blue/White 2 each Running Board = 4 1 each side of Push Bumper = 2		6	89.00	534.00T
Whelen Trio Color Linear ION Red/Blue/White 4 Push Bumper Front Facing 2 Each Quarter Glass 2 Hitch Area/Rear License Plate		8	89.00	712.00T
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes	Sideview Mirrors	2	181.00	362.00T
Whelen Rear Pillar, Duo WeCan		1	829.00	829.00T
Whelen WeCanX Low Frequency Howler Siren System Howler for Core programmed to run 60 seconds		1	451.00	451.00T
Howler Mounting & Bracketry Assembly System for 2021+ Chevrolet Tahoe 9C1 & SSV		1	0.00	0.00T
Whelen LED Flush Mount Compartment Light in Red & White		5	37.00	185.00T
Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens		1	49.00	49.00T
Go Rhino LR Series Steel Push Bumper for 2021+ Chevrolet Tahoe 9C1 & SSV. Bumper has the ability to mount (4) Forward Firing Whelen IONs in the Top Tube Channel, and includes (2) Horizontal ION Brackets for Side Mounted Lights		1	336.00	336.00T
20602 Streamlight SL-20L		1	112.00	112.00T
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.		1	73.00	73.00T

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Signature



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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location	Qty	Price	Total
Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote.		1	3,471.00	3,471.00T
Applied Concepts, Stalker, 24 Month Extended Warranty		1	490.00	490.00T
Stalker Radar display and front antenna bracket for 2021+ Tahoes (Ka and K band)		1	161.00	161.00T
Federal Signal 794-AH Cable		1	101.00	101.00T
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	312.00	312.00T
AFM 835 700-800 whip		1	14.00	14.00T
Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	21.00	21.00T
Jotto Desk Magnetic Console Mic Clip		2	28.00	56.00T
12-volt vehicular power cable for Cradlepoint		1	51.00	51.00T
CABLES for RADIO				
HAF4013A Motorola Antenna (762-870 mHz)		1	69.00	69.00T
Main radio power cable		1	29.00	29.00T
Power cable plus speaker outs for Motorola XTL 5000		1	56.00	56.00T
Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	77.00	77.00T
Motorola Two-Piece Radio Remote Cable		1	76.00	76.00T
3/4", Thru-hole Mounts, 17' solid core coax cable		1	24.00	24.00T
Motorola 13W weatherproof / waterproof external speaker		1	103.00	103.00T
Defender Supply Electronic Equipment mounting system with Protection Cover - Mounts to cargo partition in the Rear Cargo Area to Install and Protect Electronic Equipment and Power Distribution for Cleanliness and Easy Maintenance Access.		1	168.00	168.00T
Professional Design & Installation of Graphics for Customer's Department by Defender Supply		1	555.00	555.00
Professional Installation of Graphics by Defender Supply		1	152.00	152.00

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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location	Qty	Price	Total
RED Rocker Switches for Cargo Domes		1	0.00	0.00T
Z-CUSTOM Custom Vault		1	3,456.00	3,456.00T
Drone Responder 7				
1 Drawer				
Radio Panel 1x HDMI, x2 USB, x1 12v, 2x 120v				
Monitor Cubby - Prewired and Includes Mount TV40-011H				
TV NOT Included				
1000 Watt Inverter Included				
Heavy Duty Table w/Hinged White Board				
Vehicle Year: 2022 Tahoe				
3rd Row Seat: Removed/None				
Prisoner Cage: No				
Exterior Carpet: Black				
Interior Carpet: Grey				
Drawer Fronts: Black Composite				
Locks: Push Button w/Key Override A Drawer				
Black T-Handle B Drawer				
2 Carpeted Long Dividers B Drawer				
2 Carpeted Short Dividers B Drawer				
Xantrex PROwatt SW 1000 12v 1000 Watt True Sine Wave Power Inverter		1	354.00	354.00T
Xantrex PROwatt Remote Panel		1	38.00	38.00T
TRACER TRIO 5-LAMP HOUSING		2	812.00	1,624.00T
TCRB54A Tracer Bracket, 2021 Tahoe		2	49.00	98.00T
Installation of Customer Supplied Items:		1	1,290.00	1,290.00T
Cradle Point				
APX6500 Radio				
Axon Fleet 2 Video System				
Installation of Above Equipment		1	3,080.00	3,080.00T

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Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.:

Revised: September 7, 2021

ITEM: (2) Two New Ford Interceptor Hybrid Pursuit rated Police pkg. SUV, 4-door, All wheel drive (TOFM vehicle replacement program Unit's 43500-39,50)

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

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

NOTE:

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

ATTENTION:

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

Bidder / Flower Mound

Y/N Y/N

___ Y___ 1. Unit bid is EPA LEV (Certified Low Emissions Vehicle).

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

- ___ Y__ 4. Exterior Paint: **Black**
- ___ Y__ 5. Seats: Cloth Front lowback (bucket) seats, Rear Vinyl
- ___ Y__ 6. Rear fold down seat, (preferred 60/40 split)
- ___ Y__ 7. Front/ Rear Air Conditioning (17A)
- ___ Y__ 8. Radio: Standard AM / FM
- ___ Y__ 9. Rear Window Defroster
- ___ Y__ 10. Interior cargo area.
 Preferred width: min. 60".
 State width of unit interior bid: _____
 Preferred cargo volume: min. 20 cu.ft.
 State cargo volume of unit bid: _____
- ___ Y__ 11. Rear window washer and wiper
- ___ Y__ 12. Power windows, door locks, mirrors
- ___ Y__ 13. Front and Rear vinyl flooring
- ___ Y__ 14. Interior: Dark gray or equivalent dark interior
- ___ Y__ 15. Keyless entry
- ___ Y__ 16. four (4) sets of keys (Must be included at time of
 vehicle delivery) (55F)
- ___ Y__ 17. All vehicles keyed alike
- ___ Y__ 18. Rear lift hatch
- ___ Y__ 19. 1 - Vehicle spotlight/post and door mount (LED), located on the
 driver side only.
- ___ Y__ 20. Tow Hitch / Package
- ___ Y__ 21. Flasher System (Headlamp and Tailamp)
- ___ Y__ 22. Bluetooth

- ___ Y__ 23. LED Tails Pre-Drilled for Vertex (86T)
- ___ Y__ 24. Front Passenger Power Seat 87P
- ___ Y__ 25. Rear Hatch Switch Delete 18D
- ___ Y__ 26. Dark Car 43D
- ___ Y__ 27. OBD Splitter 61B
- ___ Y__ 28. Reverse Sense 76R
- ___ Y__ 29. Blind Spot Sensor 55B
- ___ Y__ 30. Rear Camera on Demand 19V
- ___ Y__ 31. Police Idle 47A
- ___ Y__ 32. Global Unlokck 18D
- ___ Y__ 33. Camera in Rear View Mirror 87R
- ___ Y__ 34. Tow Lighting Package 52T
- ___ Y__ 35. H8 AGM Battery 19K
- ___ Y__ 36. Noise Suppression Bond Straps 60R
- ___ Y__ 37. Rear Door Controls Inop 68G

OTHER EQUIPMENT

Bidder / Flower Mound

Y/N Y/N

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

ATTENTION: *

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

EQUIPMENT OPTIONS:

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

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

<u>*Interior</u>		<u>COST EACH</u>
Bidder / Flower Mound		
Y/N	Y/N	
___	Y___	(2) Gamber Johnson w/cup holder/armrest/slide Part #7170-0734-05 \$_____
___	Y___	(2) GJ console bracket for USB and 12v \$_____
___	Y___	(2) Havis Docking Station for Dell Rugged Part#DS-DELL-405 \$_____
___	Y___	(2) Setina Double Gun Mount Cuff with cuff key OPTICS READY BRACKET \$_____
___	Y___	(2) Pro-Gard Space Saver Partition w/ panels \$_____
___	Y___	(2) Setina Plastic Prisoner Seat and Rear Partition \$_____
___	Y___	(2) Whelen – Texas special 54” Legacy DUO Lightbar/ CENCOM CARBIDE / Speaker \$_____
		Part # call FMPD for light color specs 21 push button control head Part# CCSRNT4G
___	Y___	(2) Whelen Canport for 2021 Explorer \$_____

___	Y___ \$_____	(2) Whelen Carbide Expansion Packs	
___	Y___	(4) Whelen ION TRIO R/B/W Part# I3SMJC	\$_____
___	Y___	(14) Whelen ION TRIO R/B/W Part# I3JC	\$_____
___	Y___	(4) Soundoff Intersector R/B/W Part#ENT2B3RBW	\$_____
___	Y___	(2) Whelen Rear Pillar R/B DUO – can cruise Part # RPWD50	\$_____
___	Y___	(8) Whelen Vertex R/B Part# VTX609	\$_____
___	Y___	(2) Whelen Headlight/Tailight Flasher Modules	\$_____
___	Y___	(2) Whelen Howeler Low Frequency Siren Part # HOWLER	\$_____
___	Y___	(10) Whelen 3” Round Super LED Light head (Rear Hatch Red/White) Part # 3SRCCDCR	\$_____
___	Y___	(2) Soundoff Interior Dome light (Officer) Part #ECVDMLTAL00	\$_____
___	Y___	(2) Go Rhino Push Bumper Part# 5344-4L61	\$_____
___	Y___	(2) Streamlight SL-20L LED Flashlight charge sleeve Part# w/ power cable	\$_____
___	Y___	(2) Lind Power Suply for Dell Lat. 5414	\$_____
___	Y___	(2) Top Hat Equipment Timer	\$_____
___	Y___	(2) Stalker 2X Radar System w/ extended Warranty	\$_____
___	Y___	(2) Stalker 2X Radar Cable Set	\$_____
___	Y___	(2) Stalker Rear Antenna Mount	\$_____

___	Y__	(2) Stalker Interceptor Display Mount	\$_____
___	Y__	(2) Opticom Lightbar bracket/mount	\$_____
___	Y__	(2) Panomara GPS-D 2148 kit , C23F-SM	\$_____
___	Y__	(4) Super Strong Magnetic Mic Clips	\$_____
___	Y__	(2) Cradlepoint COR IBR900 wiring harness	\$_____
___	Y__	(2) NEW replacement wiring for APX 6500	\$_____
___	Y__	(2) FMPD Graphics Kit w/ US/TX Flags	\$_____
___	Y__	(4) Red Rocker Switches (for rear light switches)	\$_____
___	Y__	(2) Fire Extinguisher Mount	\$_____

Total cost for above “Equipment” items: \$_____

ATTENTION: **

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

****Transferred Items**

**REMOVE/RE-INSTALL
CHARGE**

Bidder / Flower Mound

Y/N Y/N

___	Y__	(2) Cradlepoint COR IBR900	Cust Supply	\$_____
___	Y__	(2) Motorola APX6500	Cust Supply	\$_____
___	Y__	(2) Install AXON Fleet 3 System	Cust Supply	\$_____

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

\$ _____

ATTENTION: ***

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Chevy Tahoe) AND RETURNED/SHIPPED LOOSE BACK TO THE TOWN OF FLOWER MOUND FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX 75028 ON OR BEFORE DELIVERY OF THE NEW UNITS. NEW UNITS WILL BE DELIVERED TO THE FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX. 75028.

*****Decommissioned Items**

Removal Charge

Bidder / Flower Mound

Y/N Y/N

____ Y__ 1. None

\$ _____

Total removal charges for above "Decommissioned Items":

\$ _____

TOTAL Cost of EQUIP

\$ _____

TOTAL COST OF INSTALL

\$ _____

TOTAL VEHICLE COST

\$ _____

TOTAL BID PRICE

\$ _____

(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

COMMENTS

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

Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.:

Revised: October 25, 2021

**ITEM: (1) One New Vehicle 1/2 Ton Pursuit rated
Police pkg. SUV, 4-door, 2 wheel drive
(TOFM vehicle replacement program Unit's 43500-40,41)**

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

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

NOTE:

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

ATTENTION:

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

Bidder / Flower Mound

Y/N Y/N

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

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

DRIVE TRAIN

Bidder / Flower Mound

Y/N Y/N

☒

Y__

1. Engine: Gasoline, minimum 3.5L or equal

State engine size bid: 3.5LFlex-Fuel: ☒ Yes ☐ No☒

Y__

2. Automatic Transmission

☒

Y__

3. Fuel tank: min. 20 gal.

☒

Y__

4. Dual Heavy duty battery

☒

Y__

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

☒

Y__

6. Rear wheel drive

TIRES AND WHEELS**Bidder / Flower Mound**

Y/N Y/N

☒

Y__

1. Tires: Radial highway, all season

☒

Y__

2. Full size spare tire with jack

☒

Y__

3. Matching full size spare tire/wheel

CAB & EQUIPMENT**Bidder / Flower Mound**

Y/N Y/N

☒

Y__

1. Power Steering

☒

Y__

2. Tinted glass – Front Driver/Passenger 55% Madico Onyx (rear factory darkness)

☒

Y__

3. Intermittent wipers

☒

Y__

4. Exterior Paint: **Black**☒

Y__

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

☒

Y__

6. Rear Seat Delete

☒

Y__

7. Air Conditioning

- | | | | |
|---|-----|---|-----------------|
| ✓ | Y__ | 8. Radio: Standard AM / FM w/CD player | |
| ✓ | Y__ | 9. Rear Window Defroster | |
| ✓ | Y__ | 10. Interior cargo area. | |
| | | Preferred width: min. 74". | |
| | | State width of unit interior bid: | <u>74"</u> |
| | | Preferred cargo volume: min. 27 cu.ft. | |
| | | State cargo volume of unit bid: | <u>27 cu ft</u> |
| ✓ | Y__ | 11. Rear window washer and wiper | |
| ✓ | Y__ | 12. Power windows (with inoperative rear window switches) 6N5 | |
| ✓ | Y__ | 13. Power door locks (with rear door locks and handles inoperative) 6N6 | |
| ✓ | Y__ | 14. Power Driver/Passenger Mirrors | |
| ✓ | Y__ | 15. Front and Rear: Full black rubber floor covering (no floormats). | |
| ✓ | Y__ | 16. Interior: Dark gray or equivalent dark interior | |
| ✓ | Y__ | 17. Keyless entry | |
| ✓ | Y__ | 18. six (6) sets of keys (Must be included at time of vehicle delivery) | 5HP |
| N | Y__ | 19. All vehicles keyed alike (6E2 Key Common) | N0 |
| ✓ | Y__ | 20. Rear lift hatch | |
| ✓ | Y__ | 21. 1 - Vehicle spotlight/post and door mount (LED), located on the driver side only. | |
| ✓ | Y__ | 22. Tow Hitch / Package | |
| ✓ | Y__ | 23. 6J7 Flasher System (Headlamp and Tailamp) 6J7 | |
| ✓ | Y__ | 24. Bluetooth UE1 | |

OTHER EQUIPMENT

Bidder / Flower Mound

Y/N Y/N

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

ATTENTION: *

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

EQUIPMENT OPTIONS:

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

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

Bidder / Flower Mound

Y/N Y/N

- | | | | |
|-------------------------------------|-----|---|----------------------|
| ☒ | Y__ | (1) Troy Standard Width Console 18"
Part # CC-21TH-1008 | \$ 408 ⁰⁰ |
| ☒ | Y__ | (1) Troy Products Internal Bev Holder | \$ Incl |
| ☒ | Y__ | (1) Troy console bracket for USB and 12v | \$ Incl |
| ☒ | Y__ | (1) Troy Arm Rest Side Mount | \$ Incl |
| ☒ | Y__ | (1) Troy Computer Mount Side Clevis
Part # CM-SDMT-SLS-HAV | \$ 319 ⁰⁰ |
| ☒ | Y__ | (1) Havis Docking Station for Dell Rugged
Part#DS-DELL-405 | \$ 444 ⁰⁰ |
| ☒ | Y__ | (1) Pro-Gard Partition w/ Recess and Lower Ext.
Part # | \$ 662 ⁰⁰ |

<u>Y</u>	Y__	(1) Setina Exp Metal Cargo Partition W/ Seat Part # QK0635TAH15	\$ <u>1184⁰⁰</u>
<u>Y</u>	Y__	(1) Setina Window Barrier Part # WK0514TAH15	\$ <u>179⁰⁰</u>
<u>Y</u>	Y__	(1) Setina Rear Door Panels Cover Part# DK0100TAH15	\$ <u>101⁰⁰</u>
<u>Y</u>	Y__	(1) Setina Partition Double Gun Mounting System (w/ optics ready bracket #PG7529) Part# GK10301S1UHKSV CAXL	\$ <u>363⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen – Texas special 54" Legacy DUO Lightbar/ CENCOM CORE / Speaker 21 push button control head Part# CCSRNT4G	\$ 2047⁰⁰ <u>2208⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Canport for 2015+ Tahoe	\$ <u>86⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Core Expansion Packs	\$ <u>88⁰⁰</u>
<u>Y</u>	Y__	(6) Whelen ION TRIO R/B/W Part# I3SMJC	\$ <u>534⁰⁰</u>
<u>Y</u>	Y__	(8) Whelen ION TRIO R/B/W Part# I3JC	\$ <u>712⁰⁰</u>
<u>Y</u>	Y__	(2) Soundoff Intersector R/B/W Part#ENT2B3RBW	\$ <u>362⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Rear Pillar R/B DUO – can cruise Part # RPWD45	\$ <u>829⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Headlight/Tailight Flasher Modules Part# SSFPOS16 (2015+ Tahoe)	\$ <u>Incl</u>
<u>Y</u>	Y__	(1) Whelen Howeler Low Frequency Siren	\$ <u>451⁰⁰</u>
<u>Y</u>	Y__	(5) Whelen 3" Round Super LED Light head (Rear Hatch Red/White) Part # 3SRCCDCR	\$ <u>185⁰⁰</u>
<u>Y</u>	Y__	(1) Soundoff Interior Dome light (Officer)	\$ <u>49⁰⁰</u>

<u>Y</u>	Y__	(1) Go Rhino Push Bumper Part# 5165-4L61	\$ <u>336⁰⁰</u>
<u>Y</u>	Y__	(1) Streamlight SL-20L LED Flashlight 350 lumen alum. body w/dc charger / charge sleeve Part# STL-20602	\$ <u>112⁰⁰</u>
<u>Y</u>	Y__	(1) Lind Power Suply for Dell Lat. 5414	\$ <u>73⁰⁰</u>
<u>Y</u>	Y__	(1) Top Hat Equipment Timer	\$ <u>Incl</u>
<u>Y</u>	Y__	(1) Stalker 2X Radar System w/ extended Warranty	\$ <u>3961⁰⁰</u>
<u>Y</u>	Y__	(1) Stalker 2X Radar cable kit	\$ <u>Incl</u>
<u>Y</u>	Y__	(1) Stalker Tahoe Antenna Mount Front	\$ <u>161⁰⁰</u>
<u>Y</u>	Y__	(1) Stalker Tahoe Display Mount Rear	\$ <u>Incl</u>
<u>Y</u>	Y__	(1) Federal Signal 794 Opticom Square w/mount	\$ <u>1293⁰⁰</u>
<u>Y</u>	Y__	(1) Panomara GPS-D 2148 kit , C23F-SM	\$ <u>347⁰⁰</u>
<u>Y</u>	Y__	(2) Super Strong Magnetic Mic Clips	\$ <u>56⁰⁰</u>
<u>Y</u>	Y__	(1) Cradlepoint COR IBR900 wiring harness	\$ <u>51⁰⁰</u>
<u>Y</u>	Y__	(1) NEW replacement wiring for APX 6500	\$ <u>331⁰⁰</u>
<u>Y</u>	Y__	(1) Motorola Radio speakers	\$ <u>103⁰⁰</u>
<u>Y</u>	Y__	(1) Defender Supply Electronic Equip Tray	\$ <u>168⁰⁰</u>
<u>Y</u>	Y__	(1) FMPD Graphics Kit w/ US/TX Flags	\$ <u>707⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Tracer Trio R/B/W (Set)	\$ <u>1722⁰⁰</u>

Total cost for above Equipment" items:

\$ 10,585⁰⁰

ATTENTION: **

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Chevy Tahoe) AND RE-

****Transferred Items****REMOVE/RE-INSTALL
CHARGE****Bidder / Flower Mound****Y/N Y/N*******Everything below is Customer Supplied*****

<u>Y</u>	Y__	(1) Cradlepoint COR IBR900	\$ <u>430⁰⁰</u>
<u>Y</u>	Y__	(1) Motorola APX6500	\$ <u>430⁰⁰</u>
<u>Y</u>	Y__	(1) Install AXON Fleet 3 System	\$ <u>430⁰⁰</u>

**Total Re-install charges for
above "Transferred Items":**\$ 1290⁰⁰

ATTENTION: ***

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Chevy Tahoe) AND RETURNED/SHIPPED LOOSE BACK TO THE TOWN OF FLOWER MOUND FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX 75028 ON OR BEFORE DELIVERY OF THE NEW UNITS. NEW UNITS WILL BE DELIVERED TO THE FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX. 75028.

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

Y/N Y/N

Y

Y

1. None

\$ N/A

TOTAL Cost of EQUIP\$ 19,413⁰⁰**TOTAL COST OF INSTALL**\$ 4370⁰⁰**TOTAL VEHICLE COST**\$ 35,339⁰⁰**TOTAL BID PRICE**\$ 59,122⁰⁰

(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

5 yr / 100K Drive Train, 3 yr / 36K Bumper to Bumper.
 5 yr parts. Vehicle Service Life on Labor

COMMENTS

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

Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.:

Revised: October 25, 2021

**ITEM: (1) One New Vehicle 1/2 Ton Pursuit rated
Police pkg. SUV, 4-door, 2 wheel drive
(TOFM vehicle replacement program Unit's 43500-40,41)**

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

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

NOTE:

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

ATTENTION:

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

Bidder / Flower Mound

Y/N Y/N

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

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

DRIVE TRAIN

Bidder / Flower Mound

Y/N Y/N

☒ Y__ 1. Engine: Gasoline, minimum 3.5L or equal
 State engine size bid: 3.5L
 Flex-Fuel: ☒ Yes ☐ No

☒ Y__ 2. Automatic Transmission

☒ Y__ 3. Fuel tank: min. 20 gal.

☒ Y__ 4. Dual Heavy duty battery

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

☒ Y__ 6. Rear wheel drive

TIRES AND WHEELS**Bidder / Flower Mound**

Y/N Y/N

☒ Y__ 1. Tires: Radial highway, all season

☒ Y__ 2. Full size spare tire with jack

☒ Y__ 3. Matching full size spare tire/wheel

CAB & EQUIPMENT**Bidder / Flower Mound**

Y/N Y/N

☒ Y__ 1. Power Steering

☒ Y__ 2. Tinted glass – Front Driver/Passenger 55% Madico Onyx (rear factory darkness)

☒ Y__ 3. Intermittent wipers

☒ Y__ 4. Exterior Paint: **Black**

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

☒ Y__ 6. Rear Seat Delete

☒ Y__ 7. Air Conditioning

- ☒ Y__ 8. Radio: Standard AM / FM w/CD player
☒ Y__ 9. Rear Window Defroster
☒ Y__ 10. Interior cargo area.
 Preferred width: min. 74".
 State width of unit interior bid: 74"
 Preferred cargo volume: min. 27 cu.ft.
 State cargo volume of unit bid: 27 cu ft
- ☒ Y__ 11. Rear window washer and wiper
☒ Y__ 12. Power windows (with inoperative rear window switches) 6N5
☒ Y__ 13. Power door locks (with rear door locks and handles inoperative) 6N6
☒ Y__ 14. Power Driver/Passenger Mirrors
☒ Y__ 15. Front and Rear: Full black rubber floor covering (no floormats).
☒ Y__ 16. Interior: Dark gray or equivalent dark interior
☒ Y__ 17. Keyless entry
☒ Y__ 18. six (6) sets of keys (Must be included at time of vehicle delivery) 5HP
☒ N__ 19. All vehicles keyed alike (6E2 Key Common) No
☒ Y__ 20. Rear lift hatch
☒ Y__ 21. 1 - Vehicle spotlight/post and door mount (LED), located on the driver side only.
☒ Y__ 22. Tow Hitch / Package
☒ Y__ 23. 6J7 Flasher System (Headlamp and Tailamp) 6J7
☒ Y__ 24. Bluetooth UE1

OTHER EQUIPMENT**Bidder / Flower Mound**

Y/N Y/N

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

ATTENTION: *

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

EQUIPMENT OPTIONS:

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

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

Bidder / Flower Mound

Y/N Y/N

- | | | | |
|----------|-----|---|----------------------------|
| <u>Y</u> | Y__ | (1) Troy Standard Width Console 18"
Part # CC-21TH-1008 | \$ <u>408⁰⁰</u> |
| <u>Y</u> | Y__ | (1) Troy Products Internal Bev Holder | \$ <u>Incl</u> |
| <u>Y</u> | Y__ | (1) Troy console bracket for USB and 12v | \$ <u>Incl</u> |
| <u>Y</u> | Y__ | (1) Troy Arm Rest Side Mount | \$ <u>Incl</u> |
| <u>Y</u> | Y__ | (1) Troy Computer Mount Side Clevis
Part # CM-SDMT-SLS-HAV | \$ <u>319⁰⁰</u> |
| <u>Y</u> | Y__ | (1) Havis Docking Station for Dell Rugged
Part#DS-DELL-405 | \$ <u>444⁰⁰</u> |

<u>Y</u>	Y__	(1) Setina Partition Double Gun Mounting System (w/ optics ready bracket #PG7529) Part# GK10301S1UHKSV CAXL	\$ <u>363⁰⁰</u>
<u>Y</u>	Y__	(1) Setina Free Standing T-Rail Kit	\$ <u>122</u>
<u>Y</u>	Y__	(1) Whelen Legacy 54" clear light bar covers	\$ <u>1357⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen – CENCOM CORE / Speaker 21 push button control head Part# CCSRNT4G	\$ <u>851⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Canport for 2015+ Tahoe	\$ <u>86⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Core Expansion Packs	\$ <u>88⁰⁰</u>
<u>Y</u>	Y__	(6) Whelen ION TRIO R/B/W Part# I3SMJC	\$ <u>534⁰⁰</u>
<u>Y</u>	Y__	(8) Whelen ION TRIO R/B/W Part# I3JC	\$ <u>712⁰⁰</u>
<u>Y</u>	Y__	(2) Soundoff Intersector R/B/W Part#ENT2B3RBW	\$ <u>362⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Rear Pillar R/B DUO – can cruise Part # RPWD45	\$ <u>829⁰⁰</u>
<u>Y</u>	Y__	(1) Whelen Headlight/Tailight Flasher Modules Part# SSFPOSI6 (2015+ Tahoe)	\$ <u>121</u>
<u>Y</u>	Y__	(1) Whelen Howeler Low Frequency Siren	\$ <u>451⁰⁰</u>
<u>Y</u>	Y__	(5) Whelen 3" Round Super LED Light head (Rear Hatch Red/White) Part # 3SRCCDCR	\$ <u>185⁰⁰</u>
<u>Y</u>	Y__	(1) Soundoff Interior Dome light (Officer)	\$ <u>49⁰⁰</u>
<u>Y</u>	Y__	(1) Go Rhino Push Bumper Part# 5165-4L61	\$ <u>336⁰⁰</u>

✓	Y__	(1) Streamlight SL-20L LED Flashlight 350 lumen alum. body w/dc charger / charge sleeve Part# STL-20602	\$ <u>112⁰⁰</u>
✓	Y__	(1) Lind Power Suply for Dell Lat. 5414	\$ <u>73⁰⁰</u>
✓	Y__	(1) Top Hat Equipment Timer	\$ <u>Incl</u>
✓	Y__	(1) Stalker 2X Radar System w/ extended Warranty	\$ <u>3961⁰⁰</u>
✓	Y__	(1) Stalker 2X Radar cable kit	\$ <u>Incl</u>
✓	Y__	(1) Stalker Tahoe Antenna Mount Front	\$ <u>161⁰⁰</u>
✓	Y__	(1) Stalker Tahoe Display Mount Rear	\$ <u>Incl</u>
✓	Y__	(1) Federal Signal Opticom Cabling	\$ <u>101⁰⁰</u>
✓	Y__	(1) Panomara GPS-D 2148 kit , C23F-SM	\$ <u>347⁰⁰</u>
✓	Y__	(2) Super Strong Magnetic Mic Clips	\$ <u>56⁰⁰</u>
✓	Y__	(1) Cradlepoint COR IBR900 wiring harness	\$ <u>51⁰⁰</u>
✓	Y__	(1) NEW replacement wiring for APX 6500	\$ <u>331⁰⁰</u>
✓	Y__	(1) Motorola Radio speakers	\$ <u>103⁰⁰</u>
✓	Y__	(1) Defender Supply Electronic Equip Tray	\$ <u>168⁰⁰</u>
✓	Y__	(1) FMPD Graphics Kit w/ US/TX Flags	\$ <u>707⁰⁰</u>
✓	Y__	(1) Truck Vault Drone Responder 7 Cabinet	\$ <u>3456⁰⁰</u>
✓	Y__	(1) Xantrex PROwatt 1000w inverter	\$ <u>354⁰⁰</u>
✓	Y__	(1) Xantrex PROwatt Remote Panel	\$ <u>38⁰⁰</u>
✓	Y__	(1)Whelen Tracer Trio R/B/W (Set)	\$ <u>1722⁰⁰</u>

Total cost for above Equipment" items:

\$ _____

ATTENTION: **

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

****Transferred Items****REMOVE/RE-INSTALL
CHARGE****Bidder / Flower Mound****Y/N Y/N*******Everything below is Customer Supplied*****

<u>Y</u>	Y__	(1) Cradlepoint COR IBR900	\$ <u>322.50</u>
<u>Y</u>	Y__	(1) Motorola APX6500	\$ <u>322.50</u>
<u>Y</u>	Y__	(1) Opticom	\$ <u>322.50</u>
<u>N</u>	Y__	(1) Whelen Legacy 54"	\$ <u>N/A</u>
<u>Y</u>	Y__	(1) Fleet 3 Camera System	\$ <u>322.50</u>

**Total Re-install charges for
above "Transferred Items":**

\$ 1290⁰⁰

ATTENTION: ***

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Chevy Tahoe) AND RETURNED/SHIPPED LOOSE BACK TO THE TOWN OF FLOWER MOUND FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX 75028 ON OR BEFORE DELIVERY OF THE NEW UNITS. NEW UNITS WILL BE DELIVERED TO THE FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX. 75028.

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

Y/N Y/N

☒

Y

1. None

\$ N/A**TOTAL Cost of EQUIP**\$ 20,060⁰⁰**TOTAL COST OF INSTALL**\$ 4370⁰⁰**TOTAL VEHICLE COST**\$ 35,339⁰⁰**TOTAL BID PRICE**\$ 59,769⁰⁰

(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

5 yr / 100K Drive TRAIN, 3 yr / 36K Bumper to Bumper.
5 yr Parts, Vehicle Service Life on Labor

COMMENTS



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: December 6, 2021

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the purchase of one new Ford F450 Pick-Up Truck with Utility Body per the Town of Flower Mound Specification and Vendor Quote in the amount of \$61,280.72.

BACKGROUND INFORMATION: The Transportation Services Division is requesting the purchase of one new Ford F450 Regular Cab Pick-Up Truck with Utility Body per Town of Flower Mound Specifications and Vendor Quote in the amount of \$61,280.72 from Sam Pack's Five Star Ford and through State Buyboard Contract #601-19.

This purchase is to replace Unit No. 95100-01 and is part of the approved Fiscal Year 21-22 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$61,280.72

Proposed Expenditure/(Revenue):

\$61,280.72 estimated

Account Number(s):

565-450-84500-6130

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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



Bid Award Recommendation

Date: 11/15/2021

Description: **2022 Ford F450 Regular Cab 1 ton Truck with Traffic Spec Service Body**

Qty.: 1

Replaces: 95100-01, a 2012 F450 with Traffic Spec Service Body

Bidder: Sam Packs Five Star Ford, Kevin Moore 888-835-3389, KevinMoore@spford.com

Item: **One - 2022 Ford F450 Regular Cab 1 ton Truck with Traffic Spec Service Body and vehicle options as identified on attached Flower Mound FM95100-01 Cooperative Quote and provided TOFM specifications.**

Total Cost of Vehicles, Equipment & Installation:

\$61,280.72

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$61,280.72** utilizing the **BuyBoard Cooperative Contract # 601-19**.

Fleet Services Manager

11/15/2021

Date

Contract Name:BuyBoard 601-19

Off Menu	Options limited to 25% of Published Price	Current %	75.46%	Total of D. - Off Menu Options	\$24,985.00
	Delivery Charges		15 Miles @ \$2.75/mile		\$ 41.25
	Floorplan Expense	60 Days	\$8.75 Per Diem		\$ 525.23
	Lot Insurance Expense	60 Days	\$8.75 Per Diem		\$ 525.23
	Manufacturer Destination and Delivery				\$ 1,695.00
				Total Each	\$ 60,880.72
	Quantity Ordered	1	X F =		\$ 60,880.72
	Administrative Fee				\$ 400.00
	Trade In Allowance - Non-Equipment debits and credits				\$ -
	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$61,280.72



Dakota Bodies Inc Line Body
144 inches long x 63 inches high x 96 inches wide

- Body Dimensions:**
- 63 Inches - Compartment height
 - Variable - Compartment depth
 - Variable Load space width
 - 40 Inches - Top of body to the top of the floor
 - 24 Inches - Horizontal compartment height

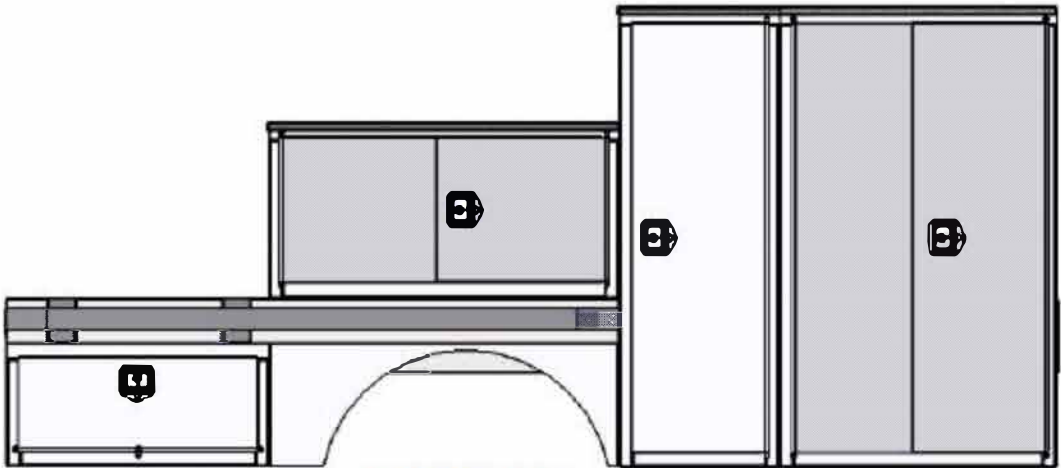
- Body Materials:**
- 12 gauge galvaneal - Main body material
 - 12 gauge hot rolled treadplate compartment tops with 45 degree drip edge.
 - 16 gauge galvaneal - Inner door panels
 - 14 gauge galvaneal - Outer door panels
 - 5/16" Stainless Steel continuous rod - Door Hinge Rod.
 - Stainless Steel - Door Hinge Sockets.
 - 12 gauge galvaneal - Wheel Panels
 - 12 gauge galvaneal - Front bulkhead
 - Front bulkhead to be punched metal
 - 14 gauge galvanized - Shelving & dividers.

- Subframe Installation:**
- Frame notched for subframe installation
 - No aerial or digger in frame
 - Through tunnel storage with 3/16" steel plate bottom between frame rails
 - To have a drop down door with a single point T-handle latch
 - Possum belly to have a height of 10"

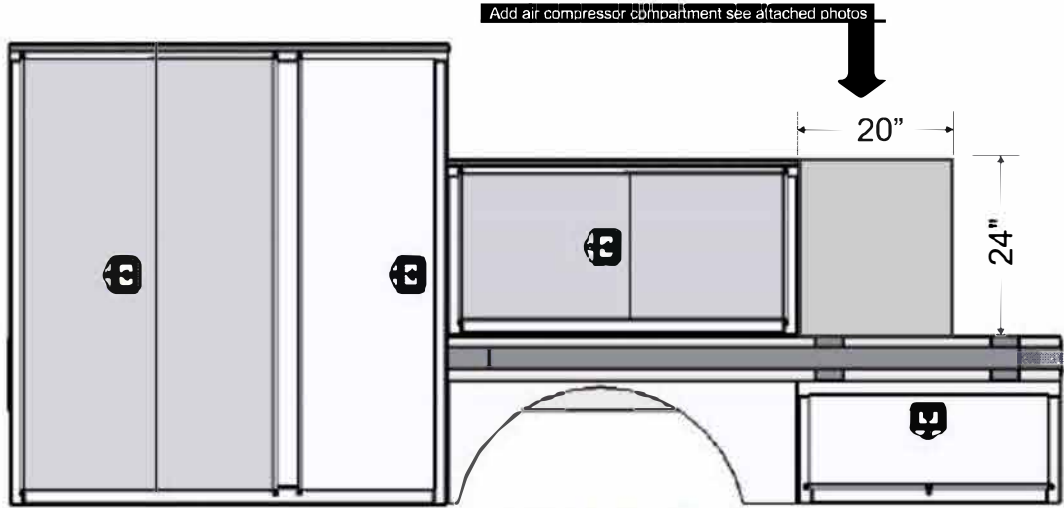
- Body Floor and Understructure:**
- 1/8" hot rolled treadplate - Floor
 - 10 Inch structural steel channel full frame.

- Accessories:**
- Stainless Steel twist type T-Handle door latches - three (3) point.
 - Gas cylinder type door holders on vertically hinged doors and chain stops on horizontal compartments.
 - Automotive Bulb Type Weatherstripping.

- Paint:**
- Prime Paint Complete



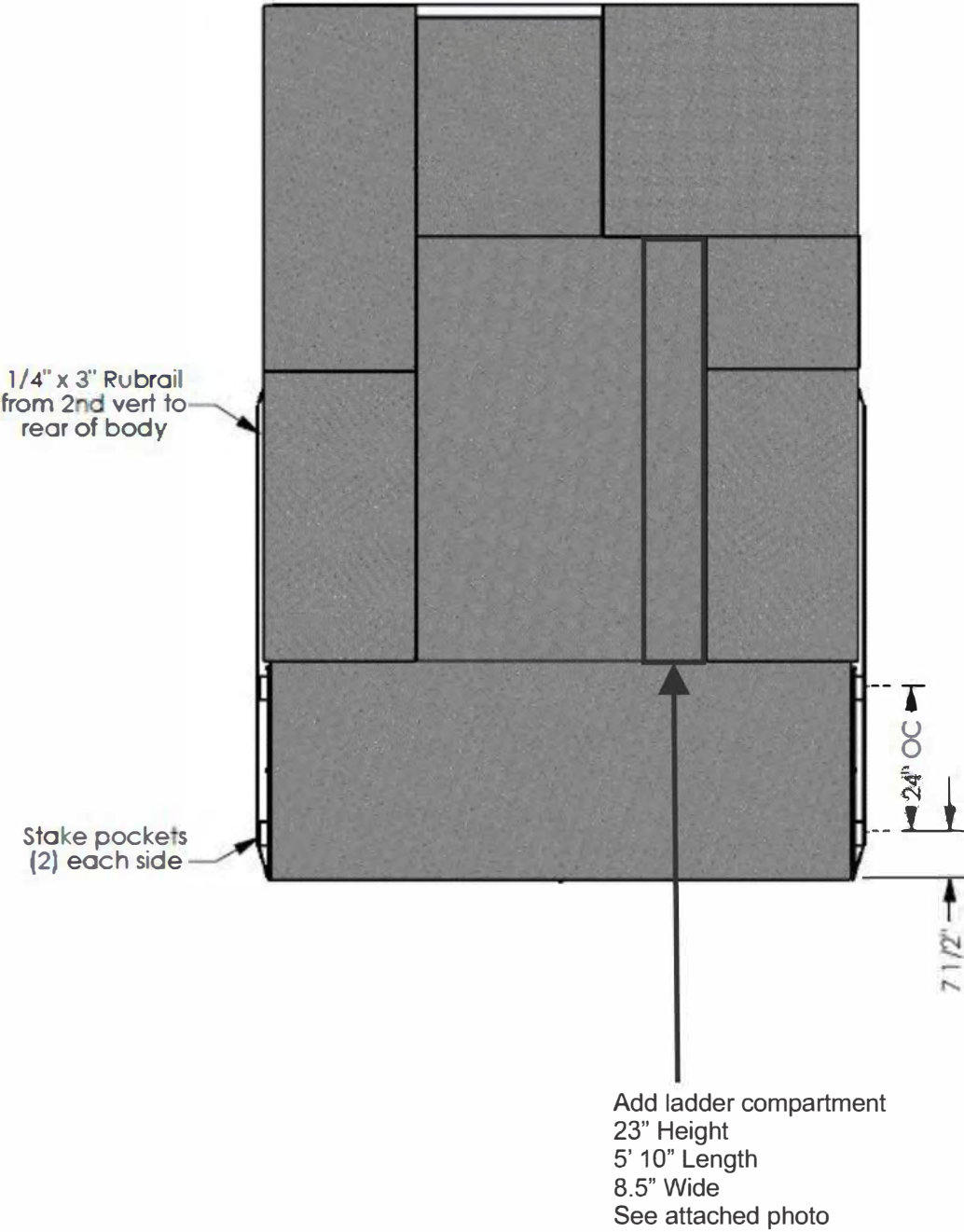
CURBSIDE



STREETSIDE

Quote # Z0002A	Dakota Bodies Inc. / 144" Line Body		
DRAWN / JP	Customer: Equipment Southwest		
DATE / 6-26-12	DRAWING # DB15174		
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF DAKOTA BODIES INC.. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF DAKOTA BODIES INC. IS PROHIBITED.	WEIGHT:	REV: -	
	SHEET 1 OF 5	SCALE: 1:16	SIZE C

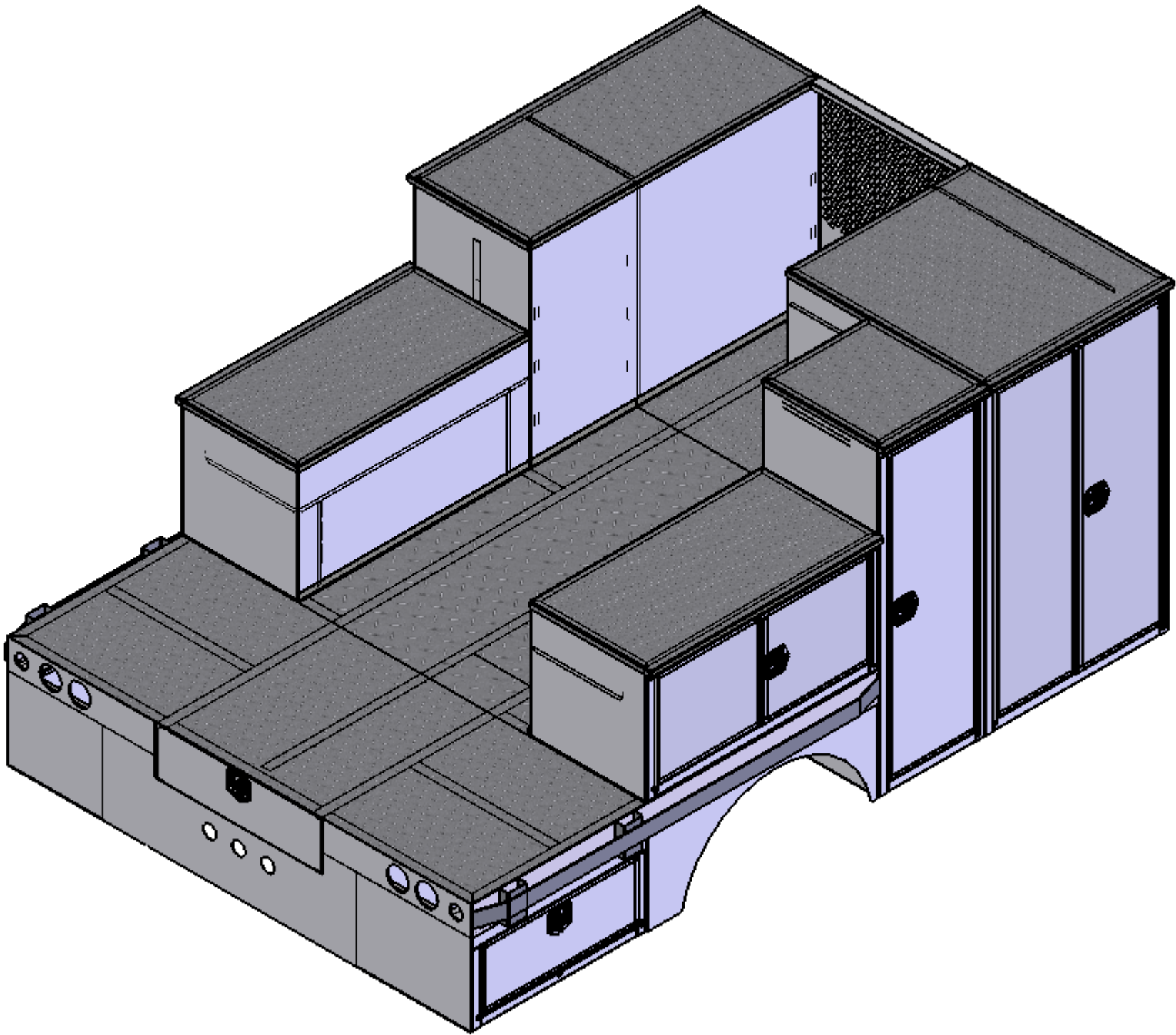
Stake Pocket Detail



Attachment 3



Quote # 20002A	Dakota Bodies Inc. / 144" Line Body		
DRAWN / JP	Customer: Equipment Southwest		
DATE / 6-26-12	DRAWING # DB15174		
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF DAKOTA BODIES INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF DAKOTA BODIES INC. IS PROHIBITED.	WEIGHT:	REV: -	
	SHEET 5 OF 5	SCALE: 1:10	SIZE C



Dakota Bodies Inc Line Body
144 inches long x 63 inches high x 96 inches wide

- Body Dimensions:**
- 63 Inches - Compartment height
 - Variable - Compartment depth
 - Variable Load space width
 - 40 Inches - Top of body to the top of the floor
 - 24 Inches - Horizontal compartment height

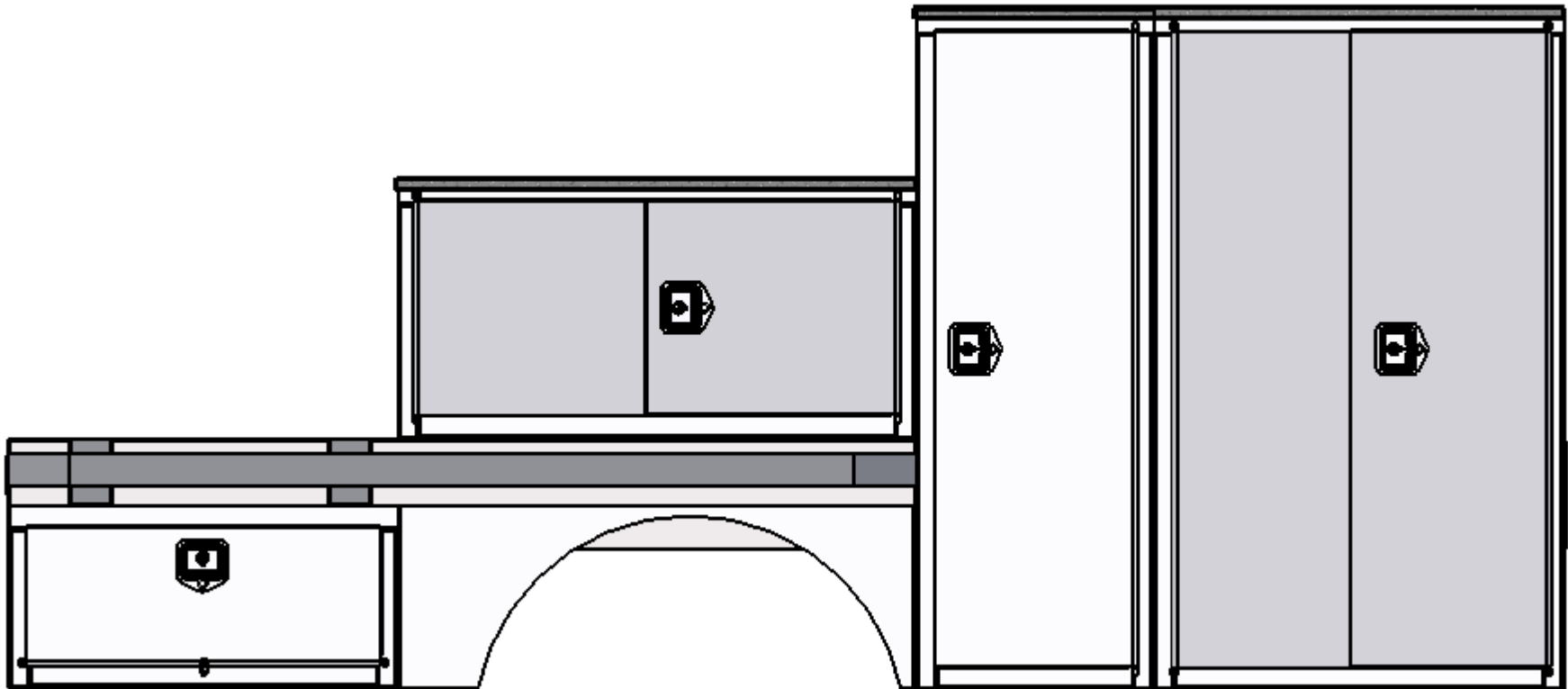
- Body Materials:**
- 12 gauge galvaneal. - Main body material
 - 12 gauge hot rolled treadplate compartment tops with 45 degree drip edge.
 - 16 gauge galvaneal - Inner door panels
 - 14 gauge galvaneal - Outer door panels
 - 5/16" Stainless Steel continuous rod - Door Hinge Rod.
 - Stainless Steel - Door Hinge Sockets.
 - 12 gauge galvaneal - Wheel Panels
 - 12 gauge galvaneal - Front bulkhead
 - Front bulkhead to be punched metal
 - 14 gauge galvanized - Shelving & dividers.

- Subframe Installation:**
- Frame notched for subframe installation
 - No aerial or digger in frame
 - Through tunnel storage with 3/16" steel plate bottom between frame rails
 - To have a drop down door with a single point T-handle latch
 - Possum belly to have a height of 10"

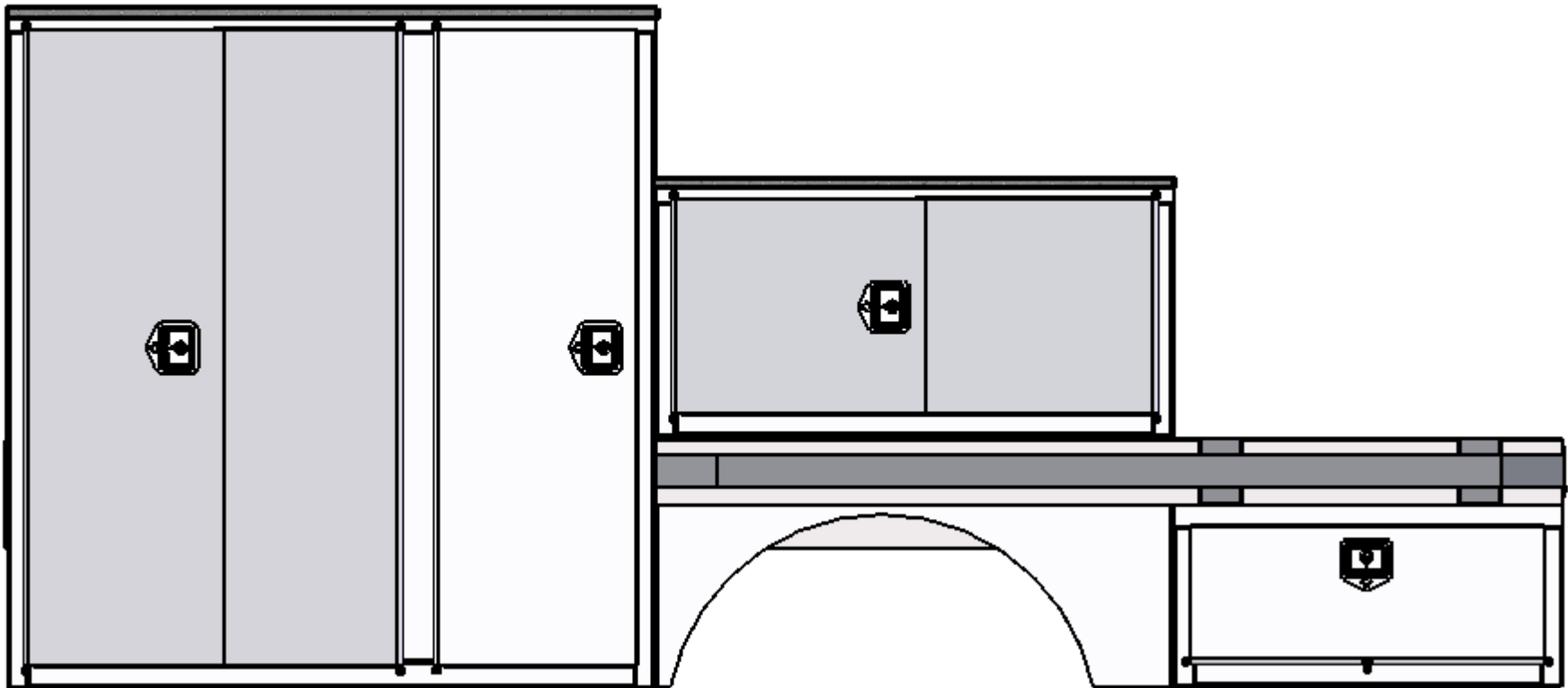
- Body Floor and Understructure:**
- 1/8"hot rolled treadplate - Floor
 - 10 Inch structural steel channel full frame.

- Accessories:**
- Stainless Steel twist type T-Handle door latches - three (3) point.
 - Gas cylinder type door holders on vertically hinged doors and chain stops on horizontal compartments.
 - Automotive Bulb Type Weatherstripping.

- Paint:**
- Prime Paint Complete

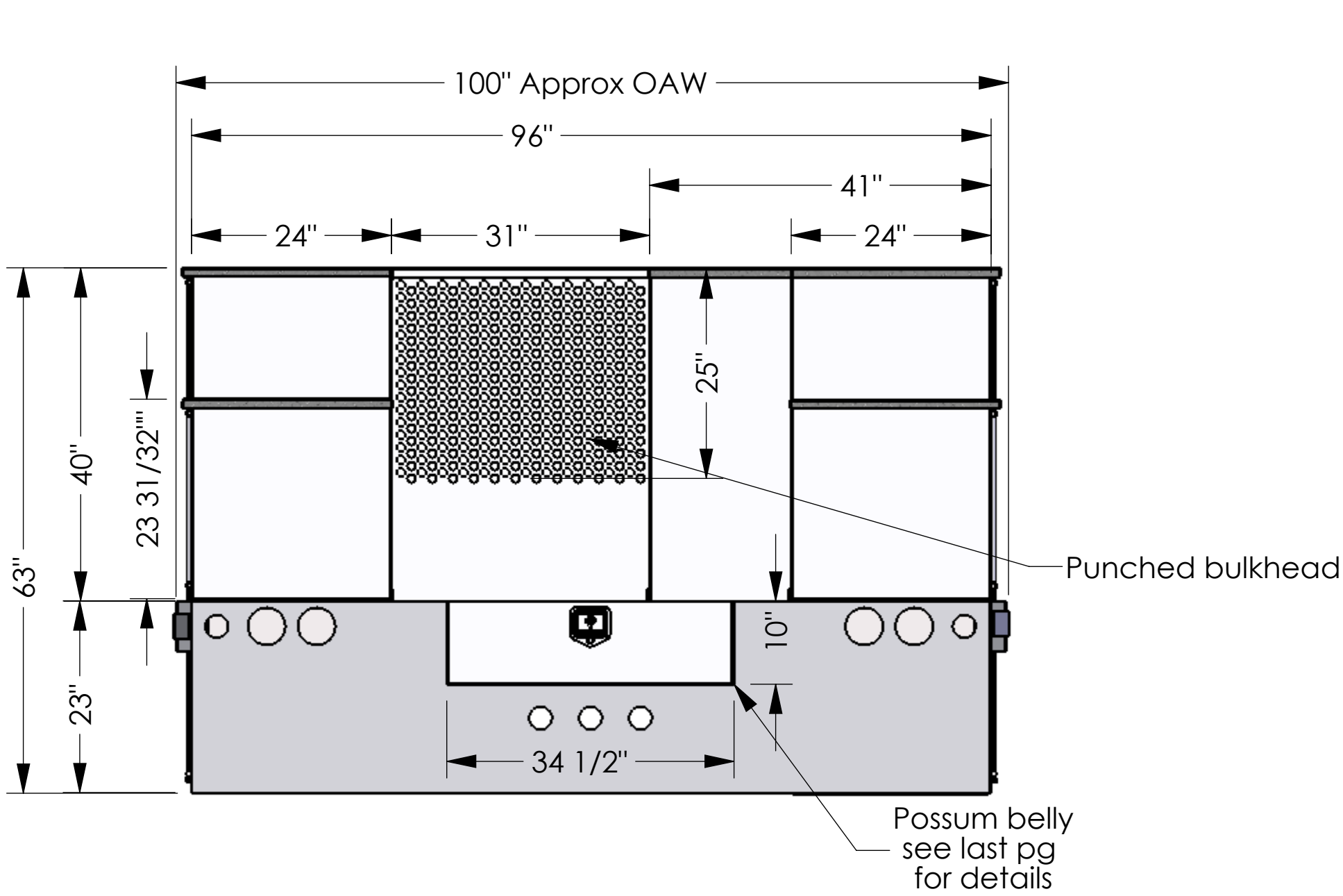


CURBSIDE



STREETSIDE

Quote # 20002A	Dakota Bodies Inc. / 144" Line Body		
DRAWN / JP	Customer: Equipment Southwest		
DATE / 6-26-12	DRAWING # DB15174		
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	SHEET 1 OF 5	SCALE: 1:16	SIZE C



Dakota Bodies Inc Line Body
144 inches long x 63 inches high x 96 inches wide

- Body Dimensions:**
- 63 Inches - Compartment height
 - Variable - Compartment depth
 - Variable Load space width
 - 40 Inches - Top of body to the top of the floor
 - 24 Inches - Horizontal compartment height

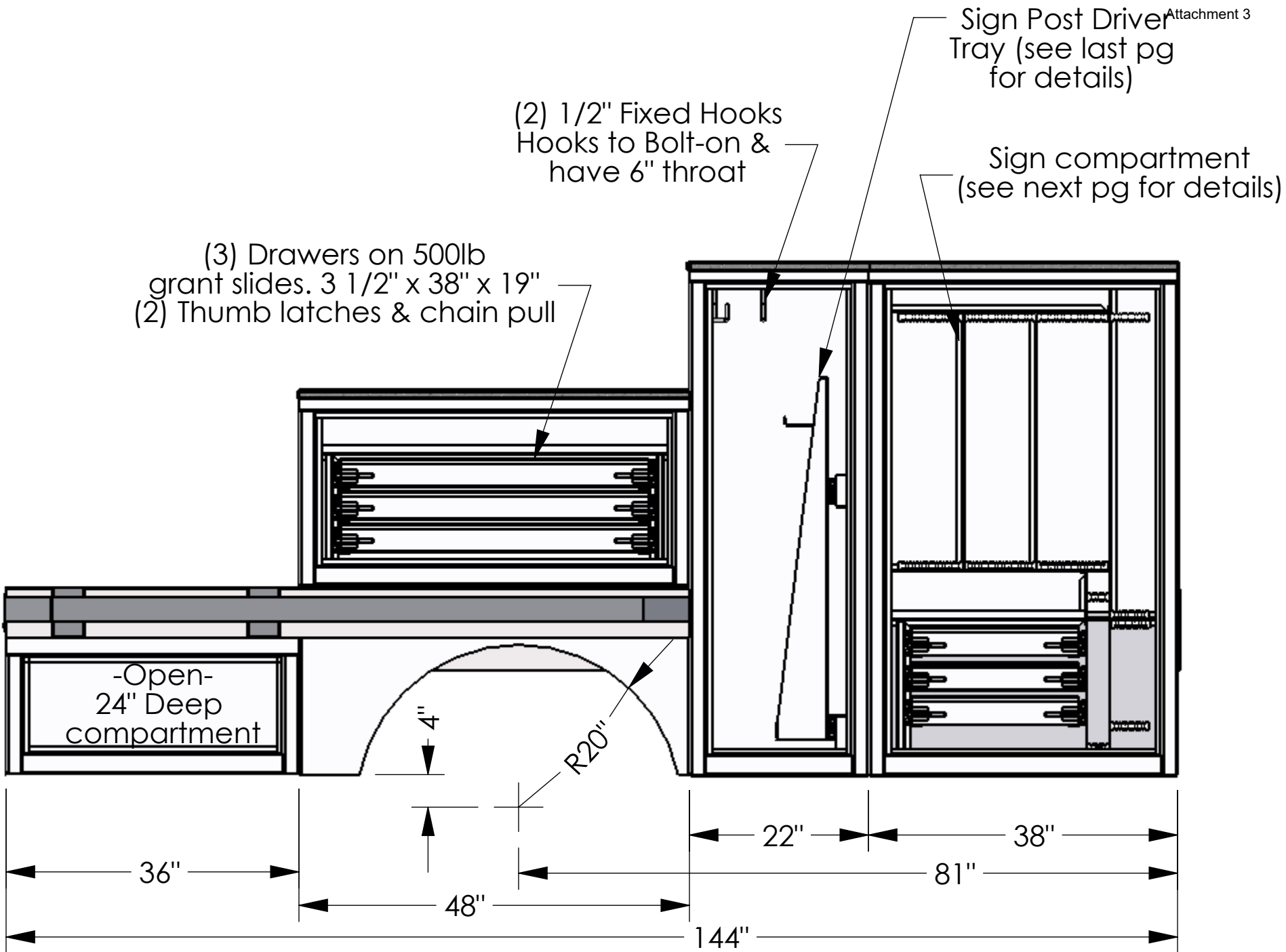
- Body Materials:**
- 12 gauge galvaneal. - Main body material
 - 12 gauge hot rolled treadplate compartment tops with 45 degree drip edge.
 - 16 gauge galvaneal - Inner door panels
 - 14 gauge galvaneal - Outer door panels
 - 5/16" Stainless Steel continuous rod - Door Hinge Rod.
 - Stainless Steel - Door Hinge Sockets.
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 - To have a drop down door with a single point T-handle latch
 - Possum belly to have a height of 10"

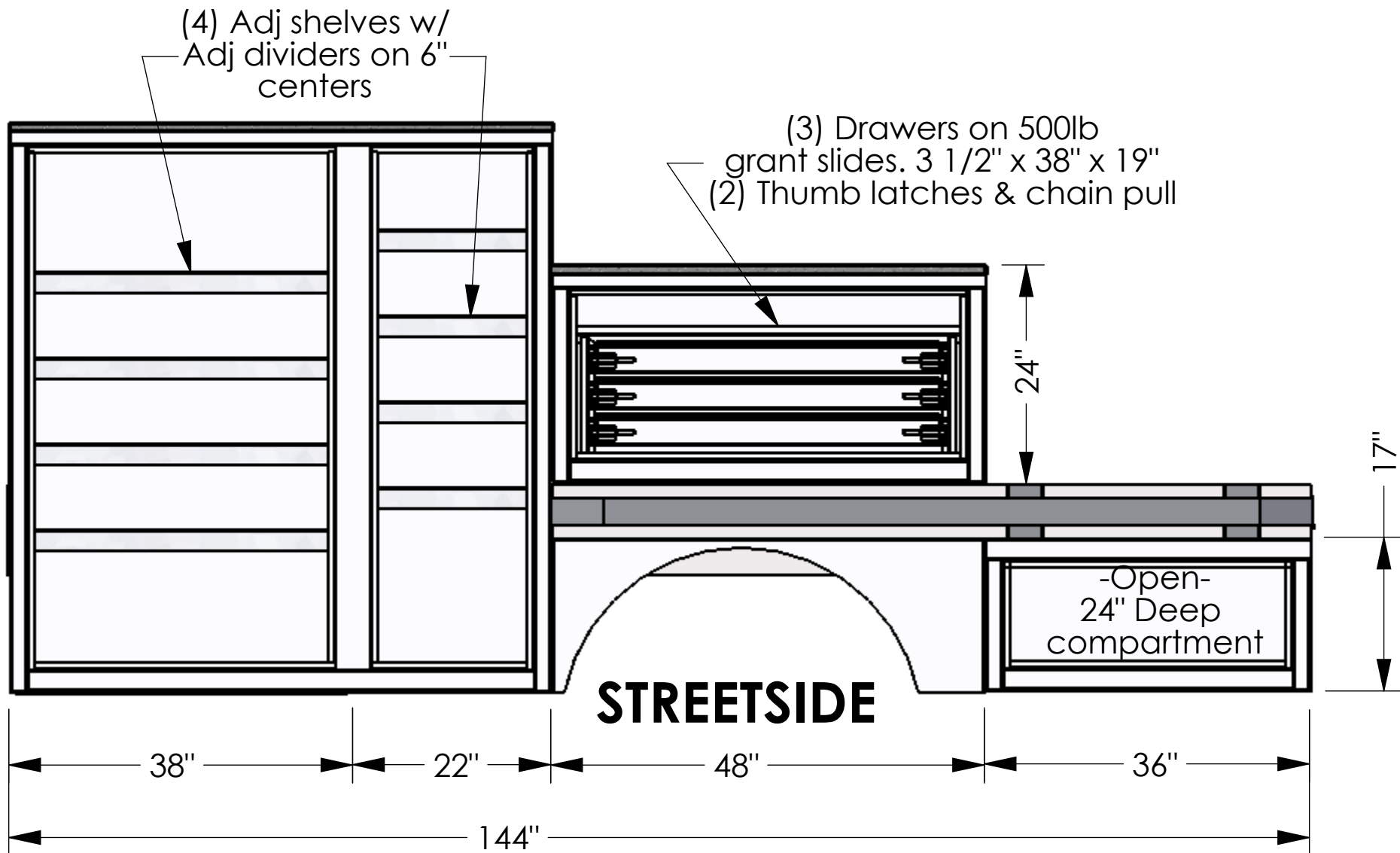
- Body Floor and Understructure:**
- 1/8"hot rolled treadplate - Floor
 - 10 Inch structural steel channel full frame.

- Accessories:**
- Stainless Steel twist type T-Handle door latches - three (3) point.
 - Gas cylinder type door holders on vertically hinged doors and chain stops on horizontal compartments.
 - Automotive Bulb Type Weatherstripping.

- Paint:**
- Prime Paint Complete

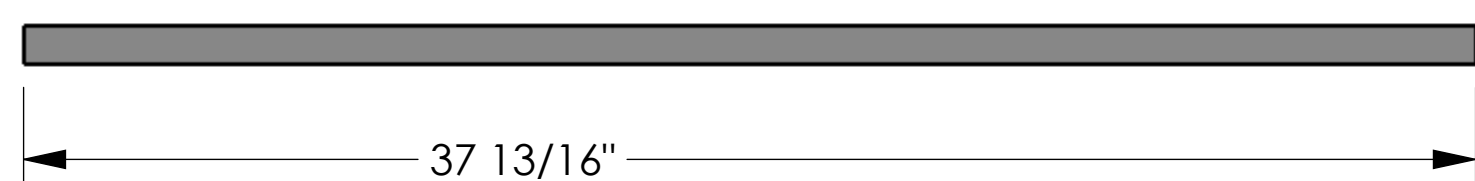
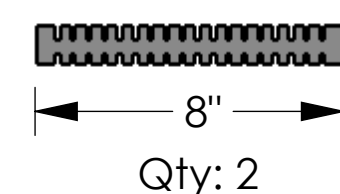
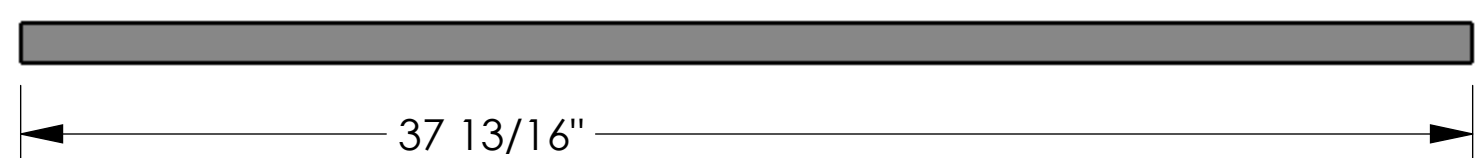
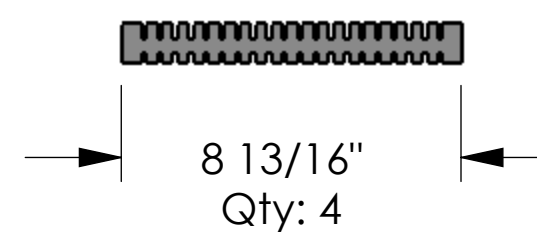
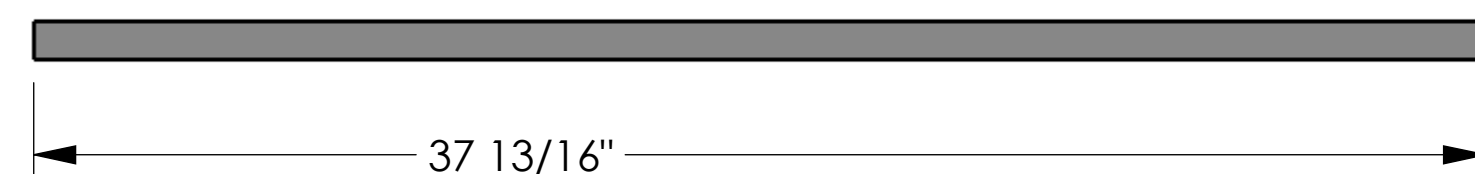
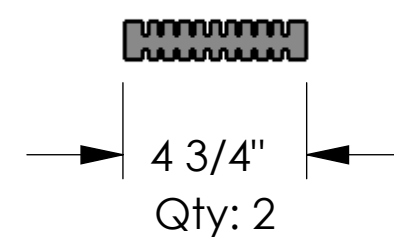
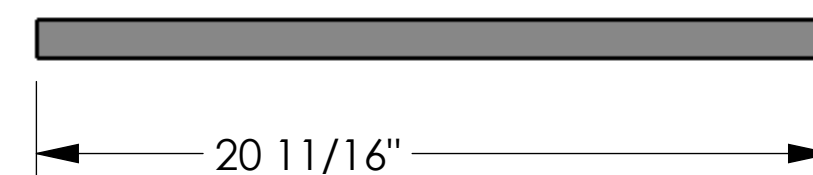
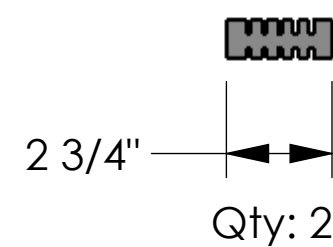
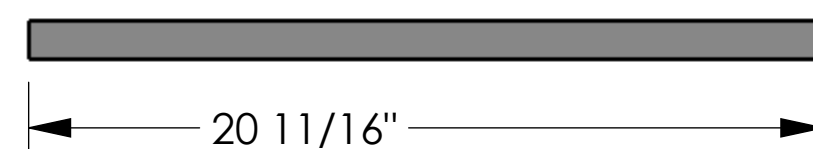
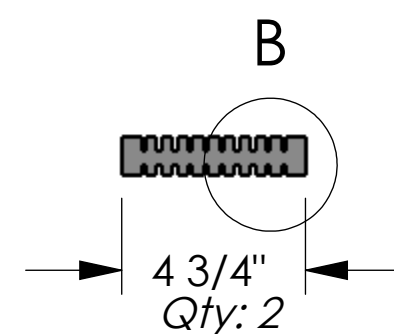
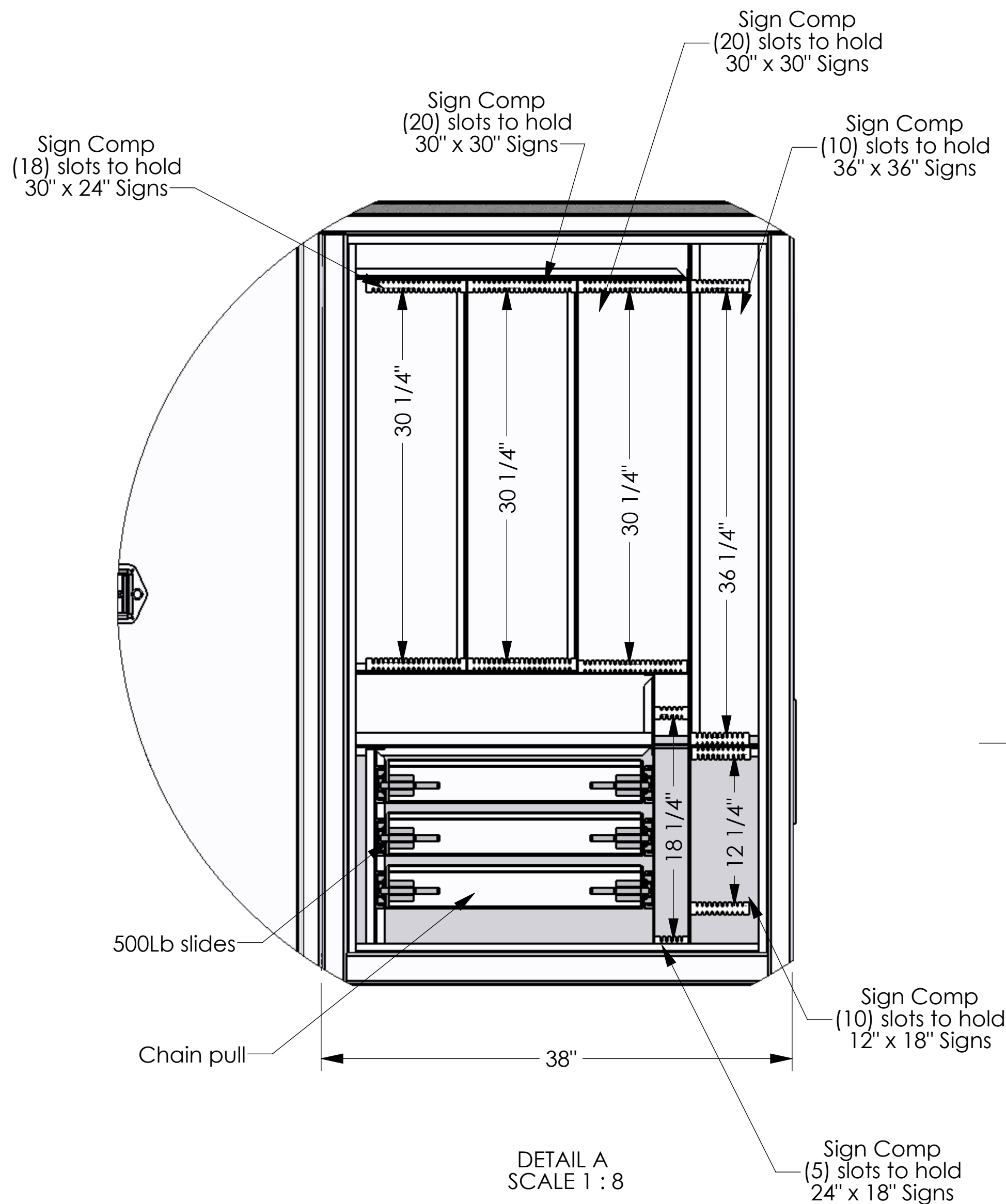
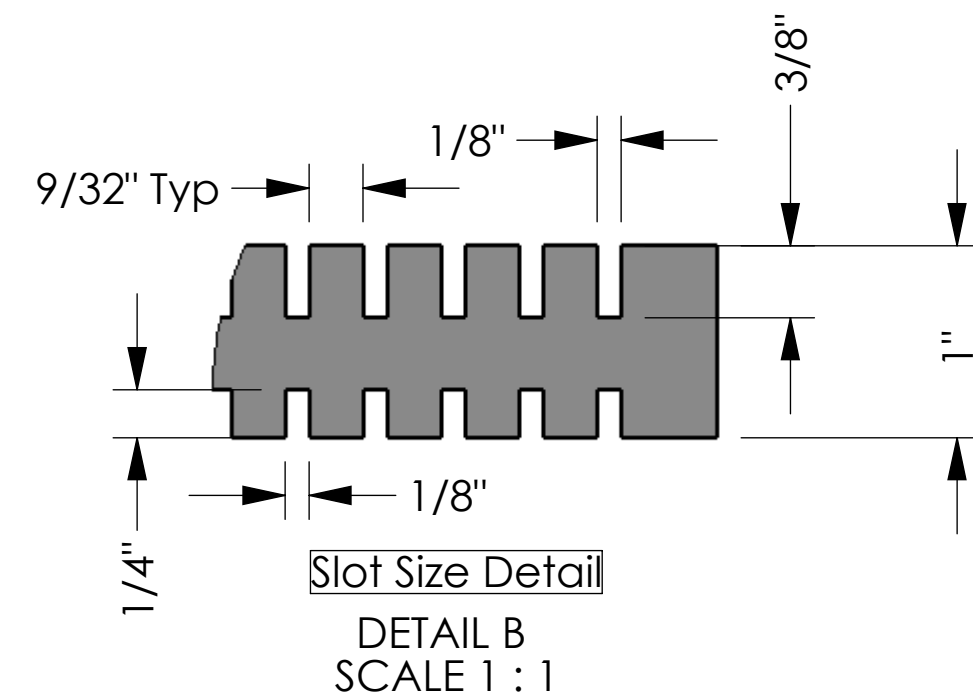
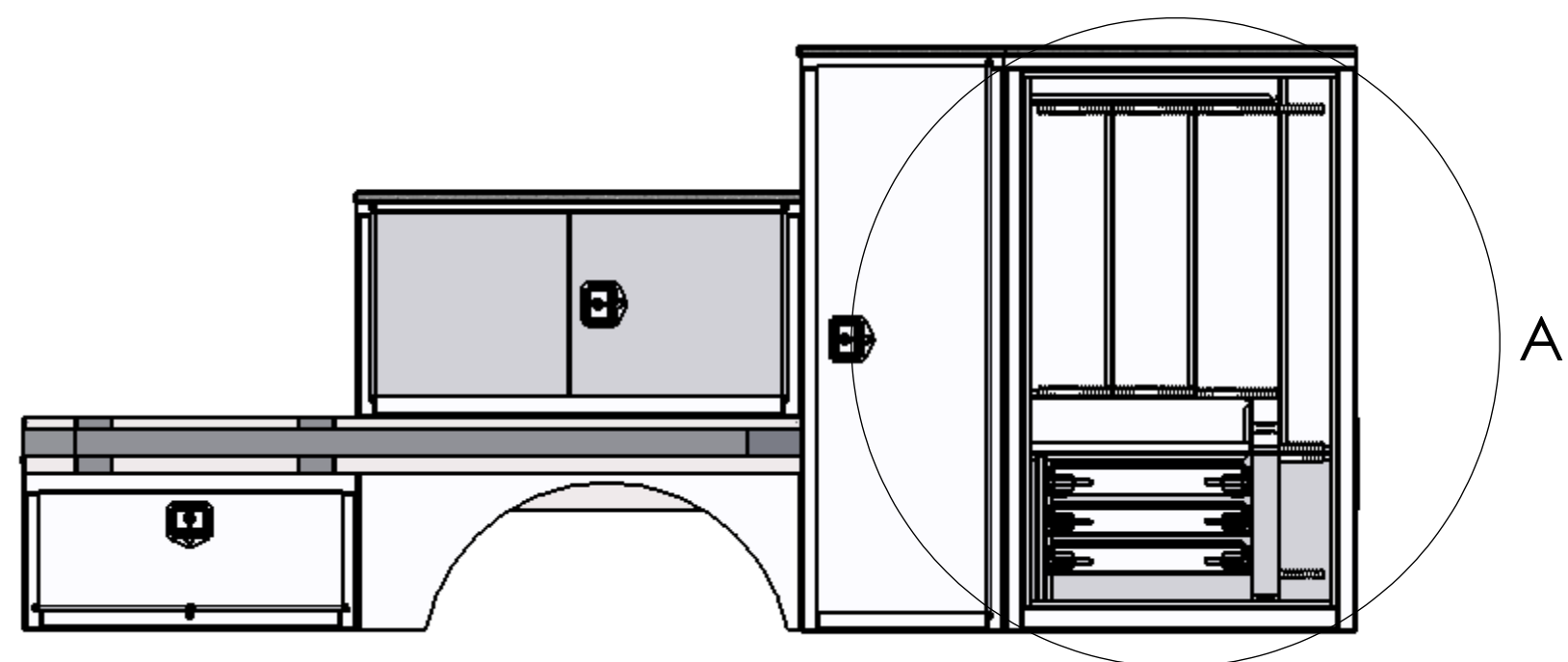


CURBSIDE



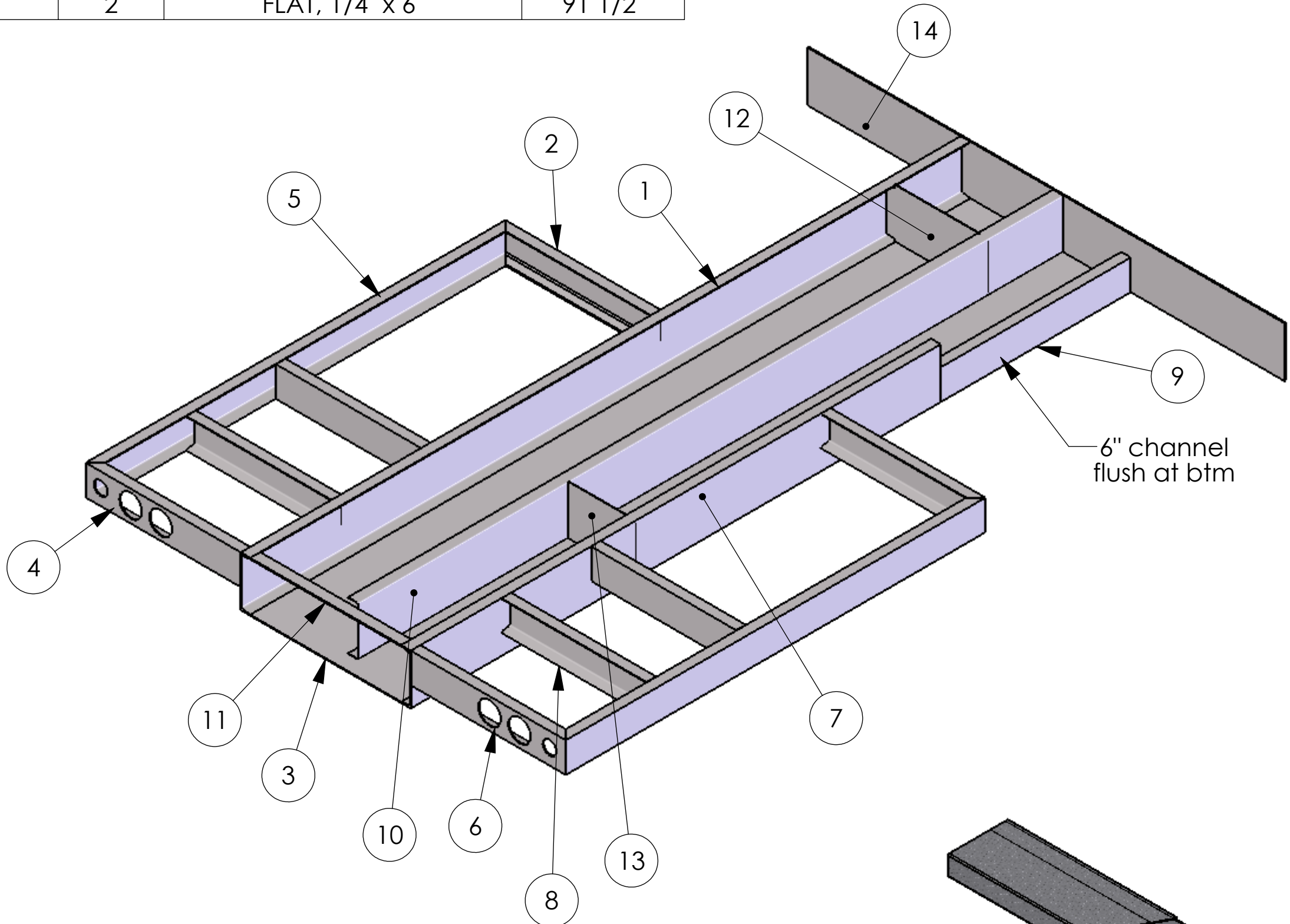
STREETSIDE

Quote # 20002A	Dakota Bodies Inc. / 144" Line Body		
DRAWN / JP	Customer: Equipment Southwest		
DATE / 6-26-12	DRAWING # DB15174		
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF DAKOTA BODIES INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Dakota Bodies Inc. IS PROHIBITED.	WEIGHT:		REV: -
	SHEET 2 OF 5	SCALE: 1:16	SIZE C

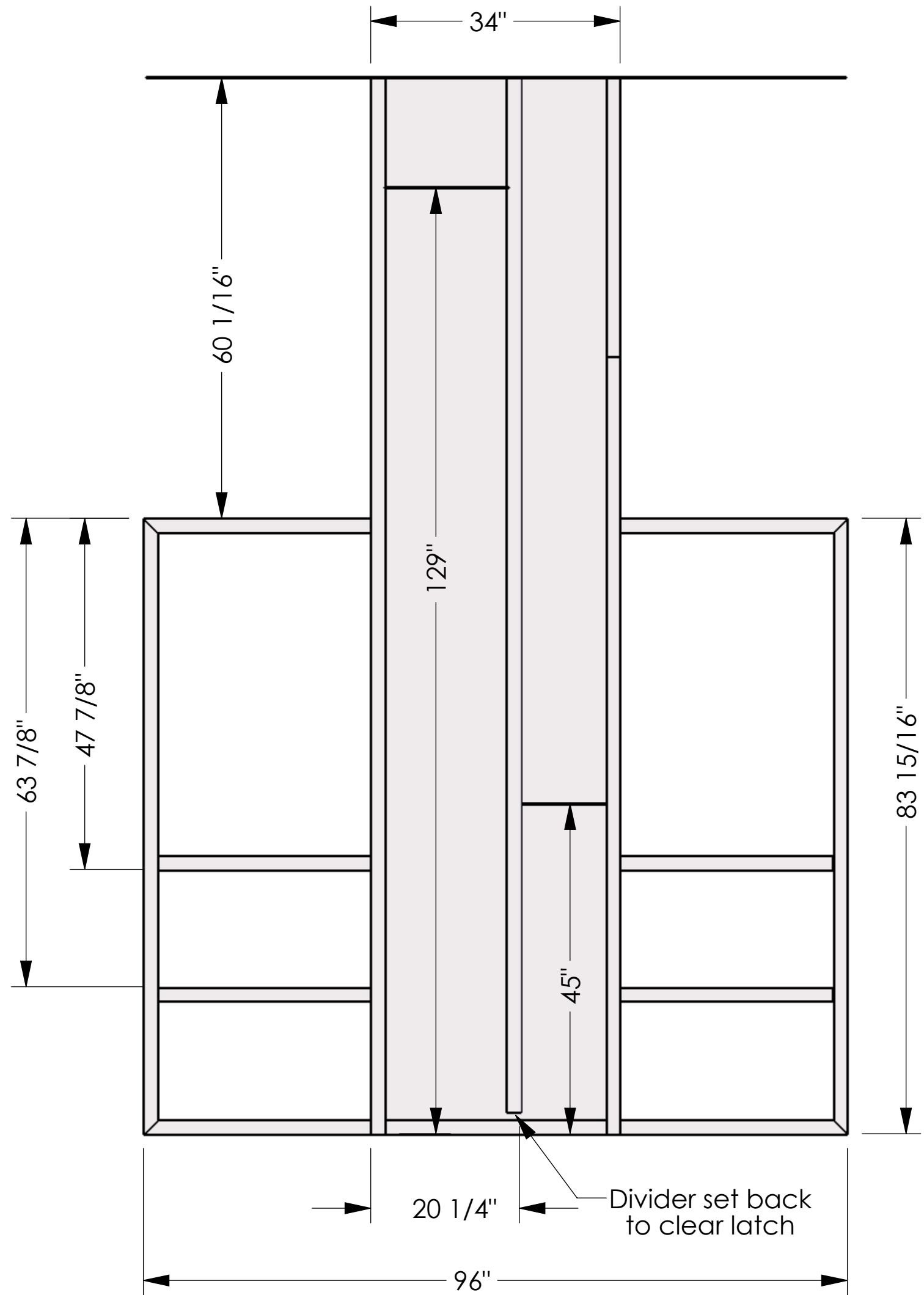
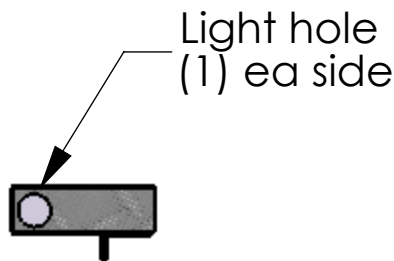
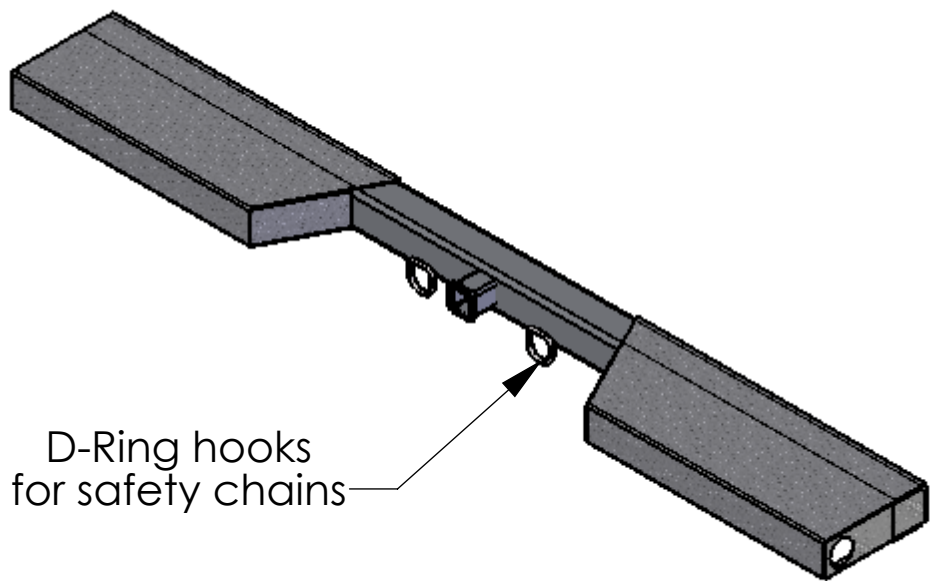
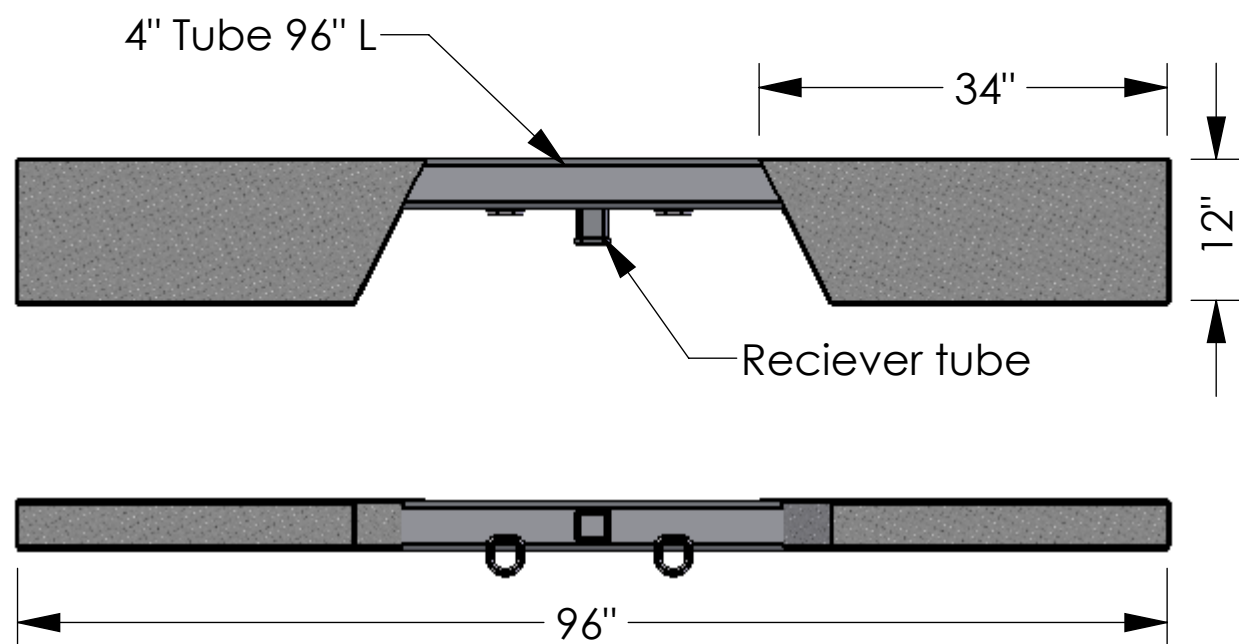


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	SHEET 3 OF 5	SCALE: 1:50	SIZE C

ITEM NO.	QTY.	DESCRIPTION	LENGTH
1	1	C Channel 10"	144"
2	2	C Channel 6"	31"
3	1	3/16" Btm plate	
4	1	C Channel 6"	31"
5	2	C Channel 6"	83 15/16"
6	1	C Channel 6"	31"
7	1	C Channel 10"	106"
8	4	C Channel 6"	29"
9	1	C Channel 6"	38"
10	1	12ga Formed Channel	
11	1	1/2" x 2" Flat	30 3/16"
12	1	Formed stop	
13	1	Formed stop	
14	2	FLAT, 1/4" x 6"	91 1/2"

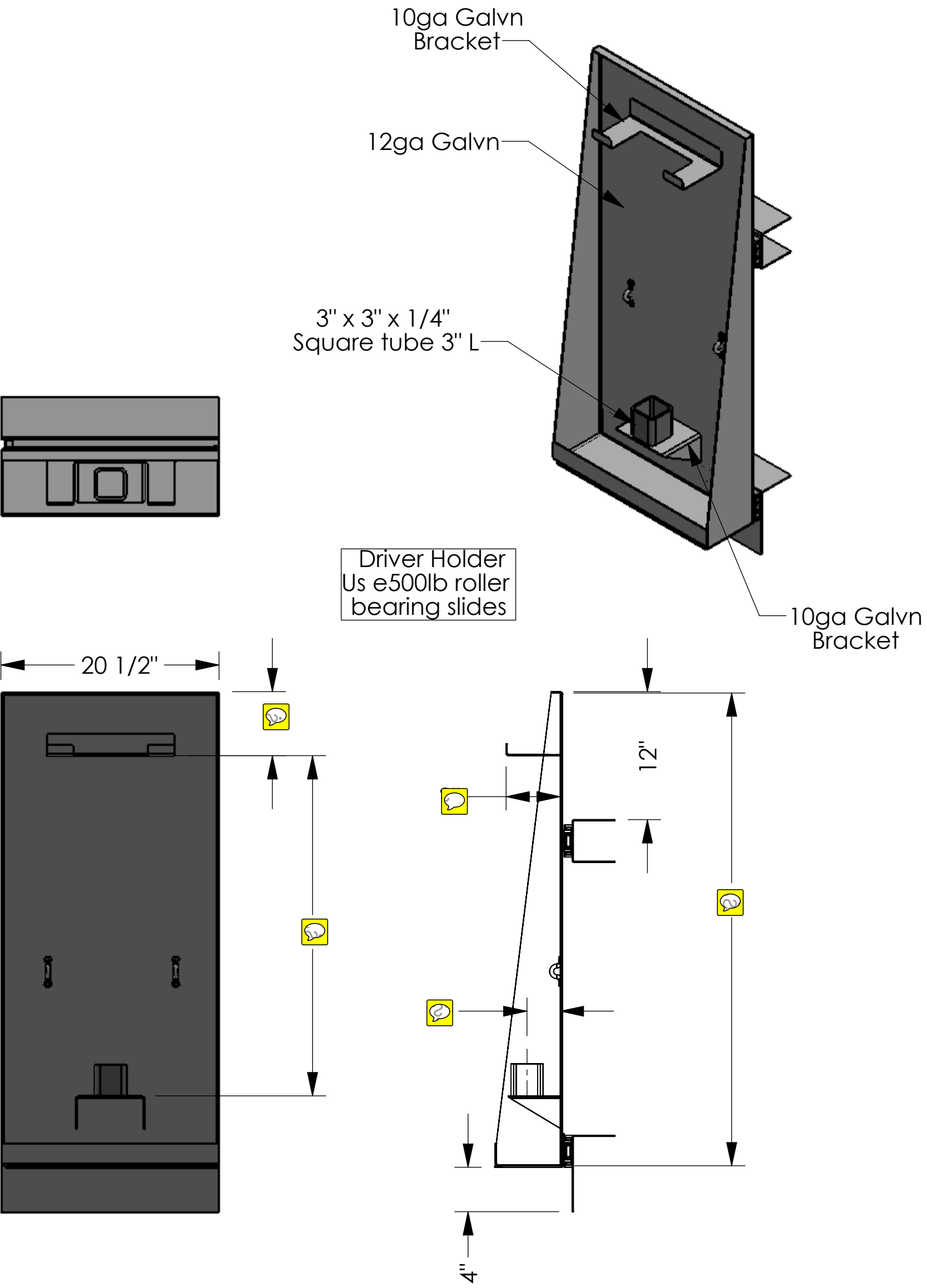
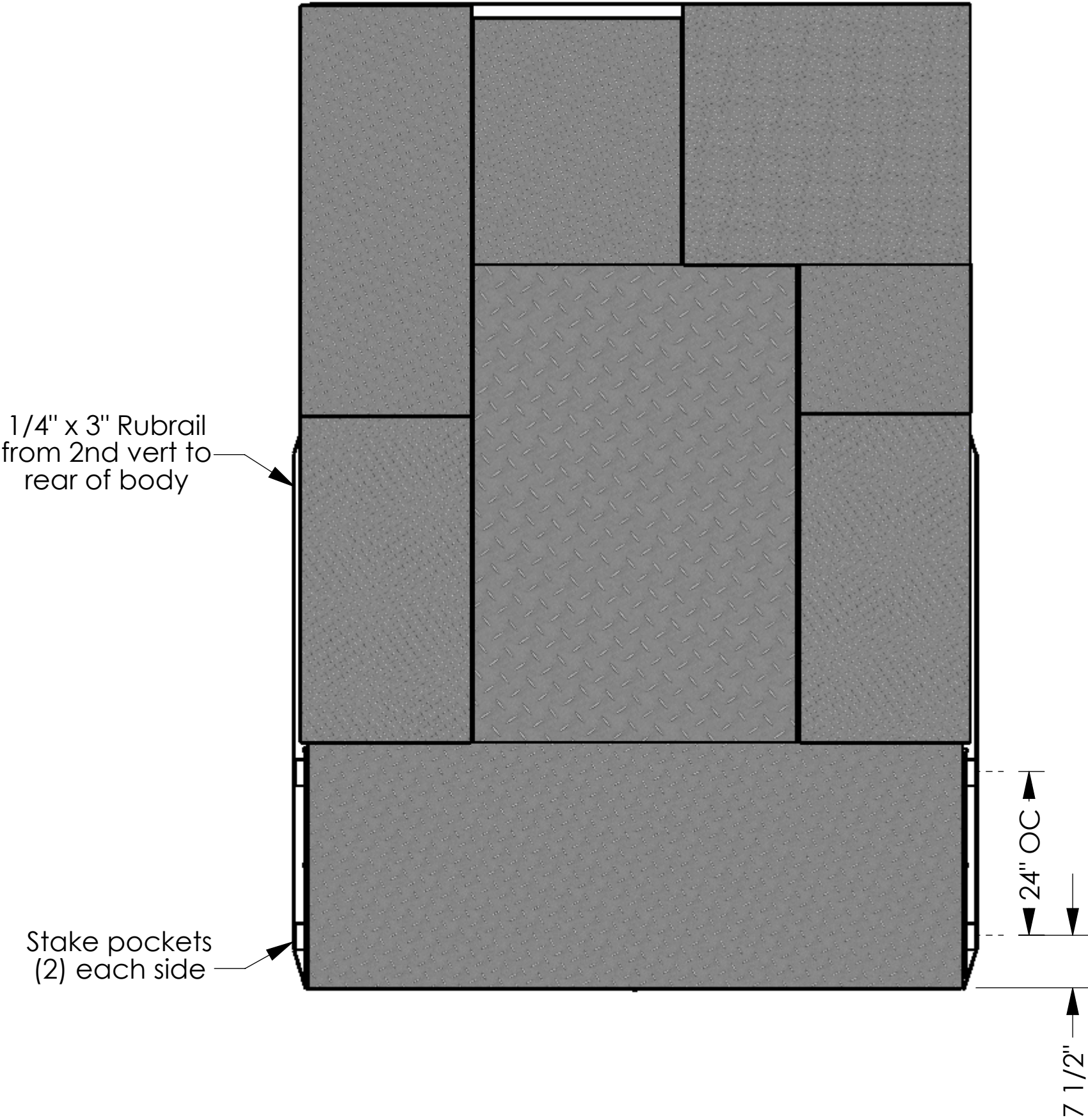


Treadplate Bumper Ship loose



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	SHEET 4 OF 5	SCALE: 1:16	SIZE C

Stake Pocket Detail



Quote # 20002A		Dakota Bodies Inc. / 144" Line Body		
DRAWN / JP		Customer: Equipment Southwest		
DATE / 6-26-12		DRAWING # DB15174		
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF DAKOTA BODIES INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Dakota Bodies Inc. IS PROHIBITED.		WEIGHT:		REV: -
		SHEET 5 OF 5	SCALE: 1:10	SIZE C



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: December 6, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20, No. 09-21, No. 18-21 and No. 28-21 for adjustments to the General Fund, COVID-19 Fund, and Health/Flex Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the fifth proposed adjustment to the FY 2020-2021 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

The year-end budget amendment request allows staff to adjust the financial reports to ensure that expenses do not exceed the approved budget at the departmental level. A discussion of the adjustments being requested in this budget amendment is provided below.

General Fund

Total General Fund expenditures are currently \$3,498,025 below the FY 2020-2021 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

Four departments, Legislative Services, Development Services, Library Services and Fire and Emergency Services require budget amendments. Legislative Services and Library Services are above budget due to salaries. When a small department remains fully staffed an overage will occur due to budgeting salary savings. Development Services is above budget due to merchant card fees being higher due to fees and permits being paid by credit card. Fire and Emergency Services is above budget due to unanticipated maintenance and repair on heavy equipment.

The following departments will increase or decrease by the amounts listed:

Town Manager's Office	\$ -
Legislative Services	5,000
Development Services	20,000
Parks and Recreation Services	-
Library Services	10,000
Police Services	(125,000)
Financial Services	-
Administrative Services	-
Fire and Emergency Services	90,000
Communications	-
Non-Departmental Services	-
Public Works	-
Environmental Services	-
	\$ -

COVID-19 Fund

Expenditures in the COVID-19 Fund will increase by \$2,880 from \$1,083,451 to \$1,086,331. The Town earned interest income from money in this fund. The interest was not originally budgeted and therefore, could not be spent. The necessary increase in this fund accounts for the earned interest and allows the Town to spend the remaining funds before the deadline.

Health Insurance/Flex Account Fund

In the Health Insurance/Flex Account Fund, expenditures will increase by \$240,000 from \$10,935,100 to \$11,175,100. The actual cost of health insurance claims was higher than originally budgeted.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ -	Fund 100 General Fund
2,880	Fund 378 COVID-19 Fund
240,000	Fund 840 Health/ Flex Fund
<u>\$ 242,880</u>	

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/ CFO *tw*

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

ATTACHMENTS:

1. 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 COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021, AS ADOPTED BY ORDINANCE NO. 27-20 AND AMENDED BY ORDINANCE NO. 37-20, NO. 09-21, NO. 18-21 AND NO. 28-21, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, COVID-19 FUND, AND HEALTH/ FLEX FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 27-20 on September 21, 2020 and amended by Ordinance 37-20 on December 7, 2020, Ordinance 09-21 on March 1, 2021, Ordinance 18-21 on April 19, 2021 and Ordinance 28-21 on June 21, 2021; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as heretofore adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20, Ordinance No. 09-21, Ordinance No. 18-21 and Ordinance No. 28-21, is hereby amended to provide for adjustments to the General Fund, COVID-19 Fund and Health/ Flex Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 6th DAY OF DECEMBER, 2021.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

**Town of Flower Mound
Amended Budget
Fiscal Year 2020-2021**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, 5 departments require budget adjustments. Total General Fund expenditures are currently \$3,498,025 below the FY 2020-2021 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 2,276,335	\$ 2,300,332	\$ 2,300,332	\$ -
Legislative Services	507,083	533,479	538,479	5,000
Development Services	2,127,616	2,164,753	2,184,753	20,000
Parks and Recreation Services	8,416,848	8,470,673	8,470,673	-
Library Services	1,921,013	1,952,851	1,962,851	10,000
Police Services	15,932,146	16,159,951	16,034,951	(125,000)
Financial Services	3,791,407	3,971,489	3,971,489	-
Administrative Services	5,617,102	6,074,856	6,074,856	-
Fire and Emergency Services	15,484,160	15,831,415	15,921,415	90,000
Communications	702,573	709,681	709,681	-
Non-Departmental Services	4,360,507	6,010,507	6,010,507	-
Public Works	5,846,993	5,978,673	5,978,673	-
Environmental Services	1,516,248	1,529,679	1,529,679	-
Total	\$ 68,500,031	\$ 71,688,340	\$ 71,688,340	\$ -

REASON FOR ADJUSTING THE COVID-19 FUND APPROPRIATION:

Expenditures in the COVID-19 Fund will increase by \$2,880 from \$1,083,451 to \$1,086,331. The Town earned interest income from money in this fund. The interest was not originally budgeted and therefore, could not be spent. The necessary increase in this fund accounts for the earned interest and allows the Town to spend the remaining funds before the deadline.

COVID-19 Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
FEMA Grants	\$ -	\$ 15,284	\$ 15,284	\$ -
Denton County Interlocal	-	1,063,880	1,066,760	2,880
Tarrant County Interlocal	-	-	-	-
US Govt Funds	-	3,124	3,124	-
Office of the Governor Funds	-	1,163	1,163	-
Total	\$ -	\$ 1,083,451	\$ 1,086,331	\$ 2,880

ORDINANCE NO. _____

REASON FOR ADJUSTING THE HEALTH/ FLEX FUND APPROPRIATION:

Expenditures in the Health/ Flex Fund will increase by \$240,000 from \$10,935,100 to \$11,175,100. The actual cost of health insurance claims was higher than originally budgeted.

Health/ Flex Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Health Insurance/ Flex Accounts	\$ 10,935,100	\$ 10,935,100	\$ 11,175,100	\$ 240,000
Total	\$ 10,935,100	\$ 10,935,100	\$ 11,175,100	\$ 240,000



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: December 6, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 for adjustments to the General Fund, Utility Fund, Tree Preservation Fund, Parks and Recreation Special Activities Fund, Flower Mound Log Cabin Fund, IRS Equitable Sharing Fund, Vehicle & Equipment Replacement Fund, Technology Replacement Fund and Health Insurance/Flex Account Fund.**

BACKGROUND INFORMATION: The attached budget amendment represents the first proposed adjustment of the FY 2021-2022 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2021 totaling \$250,833 for the General Fund, \$130,112 for the Utility Fund, \$3,500 for the Tree Preservation Fund, \$11,670 for the Flower Mound Log Cabin Fund, \$90,907 for the IRS Equitable Sharing Fund, \$610,170 for the Vehicle and Equipment Replacement Fund and \$76,819 for the Technology Replacement Fund.

Additional re-appropriations in the General Fund:

- Parks and Recreation Services - \$10,000. The CAC partition wall replacement project was budgeted in FY 20-21 but not completed. It was decided to combine the project with a FY 21-22 decision package to get better pricing.
- Facilities Management - \$95,000. Two projects budgeted in FY 20-21 were unable to be completed during the fiscal year: Fire Station #6 generator installation for \$60,000 and Fire Station #2 underground fuel storage tank removal for \$35,000.
- Financial Services - \$187,660. Home improvement incentive program that has previously committed but not paid out.
- Non-departmental - \$393,870. Committed funds for FM 2499 Office project for the possible debt guarantee.

Other General Fund expenditure amendments:

- Non-Departmental - \$32,860. The Town's liability insurance increased due to addition of buildings, machinery and equipment and an increase in law enforcement liability. This increase also includes a higher coverage amount for cyber insurance.

General Fund revenue amendment:

- Interfund Transfers Revenue - \$195,827. Increase due to closing out Parks and Recreation Special Activities Fund due to Governmental Accounting Standards Board (GASB) requirements.

Utility Fund expenditure amendment:

- Non-Departmental - \$3,535. The Town's liability insurance increased due to addition of buildings and machinery and equipment.

Parks and Recreation Special Activities Fund:

- Parks and Recreation - \$195,827. Increase due to closing out Parks and Recreation Special Activities Fund due to Governmental Accounting Standards Board (GASB) requirements. The balance in the Fund is transferred to the General Fund.

Health Insurance/Flex Account Fund expenditure amendment:

- Health Insurance/ Flex Spending - \$235,185. The Town's reinsurance premiums limiting liability to the Town's group health insurance plan is increasing for Plan Year 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$ 195,827	Fund 100 General Fund
\$ 195,827	
Proposed Expenditure:	Account Number(s):
\$ 970,223	Fund 100 General Fund
133,647	Fund 200 Utility Fund
3,500	Fund 311 Tree Preservation Fund
195,827	Fund 320 Parks & Recreation Special Activities Fund
11,670	Fund 325 Flower Mound Log Cabin Fund
90,907	Fund 331 IRS Equitable Sharing Fund
610,170	Fund 565 Vehicle & Equipment Replacement Fund
76,819	Fund 567 Technology Replacement Fund
235,185	Fund 840 Health Insurance/Flex Account Fund
\$ 2,327,947	

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

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

ATTACHMENTS:

1. 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 COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022, AS ADOPTED BY ORDINANCE NO. 38-21, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, TREE PRESERVATION FUND, PARKS AND RECREATION SPECIAL ACTIVITIES FUND, FLOWER MOUND LOG CABIN FUND, IRS EQUITABLE SHARING FUND, VEHICLE AND EQUIPMENT REPLACEMENT FUND, TECHNOLOGY REPLACEMENT FUND, AND HEALTH INSURANCE/FLEX ACCOUNT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 38-21 on September 20, 2021; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, as heretofore adopted by Ordinance No. 38-21, is hereby amended to provide for adjustments to the General Fund, Utility Fund, Tree Preservation Fund, Parks and Recreation Special Activities Fund, Flower Mound Log Cabin Fund, IRS Equitable Sharing Fund, Vehicle and Equipment Replacement Fund, Technology Replacement Fund, and Health Insurance/Flex Account Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

PAGE 2

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 6th DAY OF DECEMBER, 2021.

APPROVED:

Derek France, MAYOR

ORDINANCE NO. _____

PAGE 3

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

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EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2021-2022**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, revenues will increase by \$195,827 from \$76,213,483 to 76,409,310 and expenditures will increase by \$970,223, from \$75,195,878 to \$76,166,101; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021. Included in the General Fund is \$60,000 for Fire Station 6 generator installation, \$35,000 for Fire Station #2 underground fuel storage tank removal, \$10,000 for CAC partition wall replacement project, \$32,860 for liability and cyber insurance increases, \$187,660 for the home improvement incentive program, and \$393,870 for council committed funds.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 62,725,378	\$ 62,725,378	\$ 62,725,378	\$ -
Charges for services	4,945,020	4,945,020	4,945,020	-
Licenses and permits	2,673,425	2,673,425	2,673,425	-
Fines and forfeits	845,010	845,010	845,010	-
Investment earnings	25,300	25,300	25,300	-
Intergovernmental Revenue	1,200,000	1,200,000	1,200,000	-
Other revenue	3,799,350	3,799,350	3,995,177	195,827
Total	\$ 76,213,483	\$ 76,213,483	\$ 76,409,310	\$ 195,827
Expenditures:				
Town Manager's Office	\$ 2,396,363	\$ 2,396,363	\$ 2,396,363	\$ -
Legislative Services	516,632	516,632	516,632	-
Development Services	2,227,363	2,227,363	2,235,563	8,200
Parks & Recreation Services	9,417,591	9,417,591	9,433,764	16,173
Library Services	2,077,771	2,077,771	2,077,771	-
Police Services	17,236,662	17,236,662	17,246,508	9,846
Financial Services	3,674,017	3,674,017	3,863,477	189,460
Administrative Services	6,728,501	6,728,501	6,880,463	151,962
Fire and Emergency Services	17,720,659	17,720,659	17,769,306	48,647
Communications	703,797	703,797	703,797	-
Non-Departmental Services	3,983,944	3,983,944	4,410,674	426,730
Public Works	6,969,289	6,969,289	7,088,494	119,205
Environmental Services	1,543,289	1,543,289	1,543,289	-
Total	\$ 75,195,878	\$ 75,195,878	\$ 76,166,101	\$ 970,223

ORDINANCE NO. _____

PAGE 5

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2021-2022**

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, expenditures will increase by \$133,647, from \$50,706,168 to \$50,839,815; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021. Included in the Utility Fund is \$3,535 for liability insurance increases.

<u>Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Financial Services	\$ 1,809,357	\$ 1,809,357	\$ 1,809,357	\$ -
Non-Departmental Services	12,114,909	12,114,909	12,118,444	3,535
Public Works	36,781,902	36,781,902	36,912,014	130,112
Total	\$ 50,706,168	\$ 50,706,168	\$ 50,839,815	\$ 133,647

REASON FOR ADJUSTING THE TREE PRESERVATION FUND APPROPRIATION:

In the Tree Preservation Fund, expenditures will increase by \$3,500, from \$189,930 to \$193,430 to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021.

<u>Tree Preservation Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Parks & Recreation Services	\$ 60,632	\$ 60,632	\$ 60,632	\$ -
Environmental Services	129,298	129,298	132,798	3,500
Total	\$ 189,930	\$ 189,930	\$ 193,430	\$ 3,500

REASON FOR ADJUSTING THE PARKS AND RECREATION SPECIAL ACTIVITIES FUND APPROPRIATION:

In the Parks and Recreation Special Activities Fund, expenditures will increase by \$195,827, from \$0 to \$195,827; to transfer the fund balance to the General Fund.

<u>Parks & Recreation Special Activities Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Parks & Recreation Services	\$ -	\$ -	\$ 195,827	\$ 195,827
Total	\$ -	\$ -	\$ 195,827	\$ 195,827

ORDINANCE NO. _____

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EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2021-2022**

**REASON FOR ADJUSTING THE FLOWER MOUND LOG CABIN FUND
APPROPRIATION:**

In the Flower Mound Log Cabin Fund, expenditures will increase by \$11,670, from \$0 to \$11,670; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021.

<u>Flower Mound Log Cabin Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Parks & Recreation Services	\$ -	\$ -	\$ 11,670	\$ 11,670
Total	\$ -	\$ -	\$ 11,670	\$ 11,670

REASON FOR ADJUSTING THE IRS EQUITABLE SHARING FUND APPROPRIATION:

In the IRS Equitable Sharing Fund, expenditures will increase by \$90,907, from \$70,134 to \$161,041; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021.

<u>IRS Equitable Sharing Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Police Services	\$ 70,134	\$ 70,134	\$ 161,041	\$ 90,907
Total	\$ 70,134	\$ 70,134	\$ 161,041	\$ 90,907

**REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND
APPROPRIATION:**

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$610,170, from \$1,500,000 to \$2,110,170; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021.

<u>Vehicle & Equipment Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Vehicles & Equipment	\$ 1,500,000	\$ 1,500,000	\$ 2,110,170	\$ 610,170
Total	\$ 1,500,000	\$ 1,500,000	\$ 2,110,170	\$ 610,170

ORDINANCE NO. _____

PAGE 7

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2021-2022**

**REASON FOR ADJUSTING THE TECHNOLOGY REPLACEMENT FUND
APPROPRIATION:**

In the Technology Replacement Fund, expenditures will increase by \$76,819, from \$408,340 to \$485,159; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021.

<u>Technology Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Equipment	\$ 408,340	\$ 408,340	\$ 485,159	\$ 76,819
Total	\$ 408,340	\$ 408,340	\$ 485,159	\$ 76,819

**REASON FOR ADJUSTING THE HEALTH INSURANCE/FLEX ACCOUNT FUND
APPROPRIATION:**

In the Health Insurance/Flex Account Fund, expenditures will increase by \$235,185, from \$10,935,100 to \$11,170,285; to cover increased reinsurance premiums to the Town's group health insurance plan.

<u>Health Insurance/Flex Account Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Health Insurance	\$ 10,935,100	\$ 10,935,100	\$ 11,170,285	\$ 235,185
Total	\$ 10,935,100	\$ 10,935,100	\$ 11,170,285	\$ 235,185



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: December 6, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending 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, as adopted by Resolution No. 24-21.

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

The attached budget amendment represents an adjustment of the FY 2021-2022 Crime District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

The Crime District Fund budget will increase by \$14,906. This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$ 14,906

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ 14,906	Fund 318 Crime District Fund
\$ 14,906	

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO tw

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

ATTACHMENTS:

1. Proposed 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, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, AS ADOPTED BY RESOLUTION NO. 24-21; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District (Crime District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, said Crime District Budget was adopted by Resolution No. 24-21 on September 20, 2021; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Crime District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, THAT:

SECTION 1

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

SECTION 2

The Crime District Budget, for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, as heretofore adopted by Resolution No. 24-21, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 6th DAY OF DECEMBER, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Crime Control and Prevention District
Amended Budget
Fiscal Year 2021-2022**

REASON FOR ADJUSTING THE CRIME DISTRICT FUND APPROPRIATION:

The Crime District Fund, expenditures will increase by \$14,906 from \$3,327,932 to \$3,342,838 to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2021.

Crime District Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Police Services	\$ 3,327,932	\$ 3,327,932	\$ 3,342,838	\$ 14,906
Total	\$ 3,327,932	\$ 3,327,932	\$ 3,342,838	\$ 14,906



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: December 6, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 18-20 and amended by Resolution No. 07-21.

BACKGROUND INFORMATION: 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.

Expenditures in the Fire and the Emergency Medical Services District will increase by \$120,000 from \$3,237,585 to \$3,357,585. The increase is needed to cover the budget deficit resulting from overtime expenditures.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ 120,000	Fund 319 Fire District Fund
\$ 120,000	

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/ CFO *tw*

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

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, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, AS ADOPTED BY RESOLUTION NO. 18-20 AND AMENDED BY RESOLUTION NO. 07-21; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2020, and ending September 30, 2021; and

WHEREAS, said Fire District Budget was adopted by Resolution No. 18-20 on September 21, 2020 and amended by Resolution No. 07-21 on March 1, 2021; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Fire District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, THAT:

SECTION 1

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

SECTION 2

The Fire District Budget, for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as heretofore adopted by Resolution No. 18-20 and amended by Resolution 07-21, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 6th DAY OF DECEMBER, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Fire Control, Prevention, and Emergency Medical Services District
Amended Budget
Fiscal Year 2020-2021**

REASON FOR ADJUSTING THE FIRE DISTRICT FUND APPROPRIATION:

In the Fire District Fund, expenditures will increase by \$120,000 from \$3,237,585 to \$3,357,585. The increase is needed to cover the budget deficit resulting from overtime expenditures.

Fire District Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Fire and Emergency Services	\$ 3,184,103	\$ 3,237,585	\$ 3,357,585	\$ 120,000
Total	\$ 3,184,103	\$ 3,237,585	\$ 3,357,585	\$ 120,000



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: December 6, 2021

FROM: Brittnei Barnett, Grants & Financial Analyst

ITEM: Consider approval of a resolution authorizing the adoption of the Program Year 2020 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

BACKGROUND INFORMATION: This item is to consider approval of a resolution adopting Flower Mound's Program Year 2020 Consolidated Annual Performance & Evaluation Report (CAPER). The CAPER is required under the Town's Community Development Block Grant (CDBG). It describes the Town's progress in carrying out the housing and community development strategies identified in the Program Year 2020-2024 Consolidated Plan, which was submitted to the U. S. Department of Housing and Urban Development (HUD) in August of 2020. In 2002, HUD recognized Flower Mound (the Town) as an Entitlement Community and awarded the Town a Community Development Block Grant (CDBG). Since that time, Flower Mound has received \$4,164,015 in funding under this CDBG (this includes the total for the 2021 Program year).

Receipt of grant funding is conditioned upon Flower Mound implementing and adhering to the Consolidated Plan, which identifies long-term strategies and annual activities that assist the Town's low- and moderate-income residents. Flower Mound's Program Year 2020 Annual Plan was approved by the Town Council on August 3, 2020. During this period, the Council designated available CDBG funds to be used: (1) for planning and administration; (2) the Residential Rehabilitation Program and (3) to subsidize a call-in transportation service for the Town's elderly and those with disabilities. The CAPER describes the ways in which the Town leveraged both federal and non-federal dollars to achieve these goals.

BOARD REVIEW/CITIZEN FEEDBACK: Grant staff held a public hearing on November 3, 2021, to discuss the CAPER. The CAPER was also available for public comment for 30 days. No comments were received.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Stacie White, of Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2020 CAPER as to form and legality.

ATTACHMENTS:

1. CAPER 2020 Resolution
2. Proposed Program Year 2020 CAPER

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 FLOWER MOUND'S PROGRAM YEAR 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Consolidated Annual Performance and Evaluation Report must be adopted by the Town of Flower Mound 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, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520; and

WHEREAS, the Consolidated Annual Performance and Evaluation Report has been made available for public review and comment for a period of 30 business days; and

WHEREAS, Flower Mound Community Development Block Grant staff held a public hearing to allow for public comments regarding the Consolidated Annual Performance and Evaluation Report; and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the residents of the Town to adopt the Consolidated Annual Performance and Evaluation Report for 2020 in order to comply with the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520, and to authorize the Mayor to execute said report on behalf of the Town of Flower Mound.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound's Program Year 2020 Consolidated Annual Performance and Evaluation Report attached hereto as "Attachment 2" is hereby adopted.

RESOLUTION NO. _____

SECTION 3

The Mayor is authorized to execute the Program Year 2020 Consolidated Annual Performance and Evaluation Report on behalf of the Town and submit it to the U. S. Department of Housing and Urban Development prior to December 31, 2021.

SECTION 4

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 6TH DAY OF DECEMBER, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



Program Year 2020

**Consolidated Annual
Performance & Evaluation Report (CAPER)**

**For the period
October 1, 2020 – September 30, 2021**

**Prepared for the U. S. Dept. of Housing and Urban
Development (HUD)**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report contains information about the Town of Flower Mound's accomplishments during the first year of our community's five-year Consolidated Plan (2020-2024) for Housing and Community Development. The report reflects Flower Mound's implementation of outcome performance measurement requirements described in the Federal Register Notice dated March 7, 2006. It also provides a description of how our jurisdiction's program provided new or improved availability/accessibility, affordability, sustainability of decent housing; a suitable living environment; and economic opportunity for Flower Mound's low-and moderate-income residents.

The Town of Flower Mound is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. During the 2020 Program Year (PY), October 1, 2020 through September 30, 2021, \$211,754.00 in CDBG funds were made available to the Town of Flower Mound to further the objectives of our Consolidated Plan, which began this year and will end in Program Year 2024. Additionally, the Town continued to utilize its \$347,556.00 in awarded CARES Act funding to prevent, prepare for, and respond to the COVID-19 pandemic.

Flower Mound expended \$179,991.01 in CDBG funds and \$122,888.00 in CDBG-CV funds, and leveraged Town General funds during the year to help address identified housing, homeless, community development, anti-poverty and other special needs. The investments were allocated based on citizen input; research and analysis to identify service level weaknesses and areas of need; and Town Council goals and priorities. The Town's Program Year 2020 Annual Action Plan identified three specific objectives that were to be achieved during the year, using CDBG funds, and are reaffirmed in this annual report:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program.
- Offer transportation services for the Town's elderly who are 65 years or older and adults with severe disabilities who are 18 years or older.
- Carry out planning and program administration activities.

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Preserve the Town's Existing Housing Stock:

- Residential Rehabilitation Program: Successfully completed four projects to assist low-to moderate-income homeowners with interior and exterior home rehabilitation (two utilizing CDBG-CV funding), and will complete the work on two more at the beginning of Program Year 2021.
- Minor Home Repair Program: Successfully completed one project to assist a low-to moderate-income homeowner with minor interior and exterior home repairs. While the Minor Home Repair Program was not associated with a goal in the Town's most recent Annual Action Plan, the Town continued to spend down the funds remaining for this activity.

Town-wide Transportation Service: Subsidized 955 one-way rides to 22 of the Town's elderly residents who are 65 or older or residents with severe disabilities who are 18 years or older.

Planning and Administration: Continued to fund the administration costs of the CDBG Program, including contract administration, publication of public notices, office equipment and supplies, planning, monitoring, and all other related expenses.

Assist Social Service and Cultural Arts Providers: Allocated \$172,543 in Town General Funds to 17 agencies and organizations that are actively engaged in the provision of social services and cultural arts in Flower Mound.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	24
Black or African American	1
Asian	2
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	27
Hispanic	2
Not Hispanic	25

Table 1 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The Town's housing rehabilitation program, accounted for about 81 percent of the total CDBG funding allocated to the Town in PY 2020. In PY 2020, five homes were rehabilitated using CDBG funds (one through the Town's Minor Home Repair Program, two utilizing the Town's Residential Rehabilitation Program funds, and two utilizing the Town's Residential Rehabilitation Program-CV funds), with two additional homes nearing completion. Of the five households assisted, three were white, one was Asian and one was African American.

Additionally, the Town's transportation service helped subsidize 955 one-way rides to 22 of the Town's elderly residents who are 65 or older and/or residents with severe disabilities who are 18 years or older with CDBG funds. Of these riders, 21 were White (two of which were Hispanic), and one was Asian.

An additional 314 rides were subsidized using a grant received by SPAN, the Town's contracted provider for the service. The additional funds allowed a total of 27 residents to be assisted through this program.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$211,754	\$179,991.01
Other	public - federal	\$0	\$122,888

Table 2 - Resources Made Available**Narrative**

In the 2020-2024 Consolidated Plan, the Town of Flower Mound identified the preservation of existing housing stock as a priority. The Town currently offers a Residential Rehabilitation Program to address this need. This program was not limited to a specific geographic area, but is only for low-to-moderate income homeowners that live within the Town of Flower Mound city limits. \$172,504 or about 81 percent of the Town's total 2020 CDBG allocation was dedicated to housing rehabilitation projects for low-to-moderate income homeowners.

The Residential Rehabilitation 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 pays for rehabilitation up to \$60,000. As mentioned, in PY 2020, \$172,504 in CDBG funds were allocated for the program, and a total of two homes were completed utilizing those funds, with an additional two completed utilizing CDBG-CV funds. Two additional homes will be completed at the beginning of PY 2021. The Town also completed one home as part of its Minor Home Repair program, utilizing past funding that remained for this activity.

Additionally, in its 2020-2024 Consolidated Plan, the Town of Flower Mound identified Town-wide transportation as a priority. The Town-wide transportation program provides transportation to locations within the Town of Flower Mound, the City of Lewisville and the City of Highland Village and is only for Town of Flower Mound residents age 65 or older and/or residents who are 18 or older with a severe disability. In PY 2020, \$31,750 or about 15 percent of the Town's total 2020 CDBG allocation was dedicated to the Town-wide Transportation Program. The Town contracts with Special Programs for Aging Needs (SPAN) to provide the service and, if needed, supplements the CDBG funds with Town General Funds.

Lastly, the Town received \$347,556.00 in CARES Act funding during PY 2019, which continued to be utilized to prevent, prepare for, and respond to the COVID-19 pandemic. The Town put the funds toward its Residential Rehabilitation Program to assist low-to moderate-income homeowners, whose income had been directly affected by the COVID-19 pandemic, with necessary repairs to their homes. As mentioned, two homes were completed in PY 2020 utilizing these funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Town of Flower Mound	100	100	

Table 3 – Identify the geographic distribution and location of investments**Narrative**

Because of the limited size of the Town's allocation of CDBG funding, the Town's Community Development Block Grant Executive Advisory Committee decided not to target a certain area or region of the Town to focus its programming efforts. All of the activities implemented using CDBG funds are open to all qualified residents of Flower Mound and are intended to have a town-wide benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The Town of Flower Mound's Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, Financial Services utilizes CDBG funds as well as resources allocated by the Town Council. The Town Council makes available about \$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.

No publicly owned land or property was used to address the needs identified in the Town's plan.

There are no match requirements for CDBG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	3	5
Number of Special-Needs households to be provided affordable housing units	0	0
Total	3	5

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	5
Number of households supported through Acquisition of Existing Units	0	0
Total	3	5

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Town of Flower Mound proposed to use 81 percent of its 2020 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to-moderate income households. It was anticipated that three households would be served through the Town's Residential Rehabilitation Program.

Four households were assisted through the Residential Rehabilitation Program (two utilizing CDBG-CV funding), and one household was assisted utilizing remaining funds allocated toward the Town's Minor Home Repair Program activity.

Discuss how these outcomes will impact future annual action plans.

The Town is on track to meet all of the goals established in its 2020-2024 Consolidated Plan. This CAPER summarizes the accomplishments of the first year of that plan. The Town will make every effort to stay on track moving forward and does not anticipate any issues in doing so.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	5	0
Total	5	0

Table 6 – Number of Households Served

Narrative Information

The Town of Flower Mound decided to focus its housing rehabilitation efforts on its Residential Rehabilitation Program in PY 2020. Previously, the Town's Minor Home Repair Program was instituted to provide an additional outlet for accomplishing the Town's goal of supplying decent, safe, sanitary and affordable housing; correcting health and safety hazards in deteriorated housing; and expanding the useful life of existing housing units. However, the Town found that the majority of residents seeking assistance with repairs on their homes, needed more than the maximum \$15,000 of assistance provided through the Minor Home Repair Program, especially when faced with rising construction and material costs.

One hundred percent of all CDBG funding for the Town's Residential Rehabilitation Program was dedicated to persons of low-to-moderate income. Five homes were completed in PY 2020. Of the five homes completed, 100% were occupied by moderate-income homeowners. Two of the five homes (40%) were owned by female head of households.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

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

Outreach to persons experiencing homelessness continued to be carried out by the Town's partners, such as Journey to Dream and Christian Community Action (CCA), each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community. Flower Mound continued to allocate a portion of its General Funds 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 went to support Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management. In PY 2020, the Town allocated \$172,543 of general funds to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

The Town also continued its involvement with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings, which are 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. These meetings provide an opportunity for collaboration between the Town of Flower Mound and these organizations that work to assist the homeless and address their needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Town of Flower Mound does not receive Emergency Shelter Grant (ESG) funding. However, the Town continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties 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 county, such as emergency shelter and transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after 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); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Town of Flower Mound made available \$172,543 in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in, and for, the residents of Flower Mound. Some of these organizations included Journey to Dream, an organization that provides support to a growing population of homeless teens, including life skills training and access to community resources; PediPlace, an organization that provides primary care pediatric health services to children with limited access to care; and Denton County Friends of the Family, an organization that provides supportive services to those impacted by relationship violence and sexual assault.

Additionally, the Town of Flower Mound continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties 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 county.

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

The Town continued its support of helping homeless and potentially homeless individuals by allocating General Funds to local social service agencies that are working to address this challenge, such as Journey to Dream. The Town also continued its participation in the Denton County Homeless Coalition, which brings together those fighting to end homelessness in Denton County, such as local service providers, churches and governments.

The Town of Flower Mound also supplements the work of various Town-funded social service agencies to end chronic homelessness by promoting the preservation and maintenance of existing homes through its Residential Rehabilitation Program.

The Town continues to carry out these programs and support these various organizations and agencies in order to address this challenge in a coordinated and proactive manner that reduces duplication of effort as much as possible.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

This section is not applicable, as the Town of Flower Mound does not have a public housing authority. The Town also does not receive or administer funds for assisted housing. There are no plans for public housing in Flower Mound at this time. However, surrounding communities do administer assisted housing programs to residents of Flower Mound, such as the Denton Housing Authority, which currently provides assistance to 16 clients in Flower Mound.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

N/A

Actions taken to provide assistance to troubled PHAs

N/A

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken 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. 91.220 (j); 91.320 (i)

During the 2020 Program Year, the Town's SMARTGrowth Commission and Planning and Zoning Commission continued their periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, schools and services. Examples of these efforts include:

- The Planning and Zoning Commission met regularly throughout the year. The members used Flower Mound's SMARTGrowth criteria to ensure growth does not occur at the expense of environmental quality, community character, or quality of life of the Town's residents. Commission members followed residential density criterion and the Town's Master Plan when reviewing residential development requests, which allowed for a wide range of housing opportunities.
- The SMARTGrowth Commission also met during the year, which provided an opportunity for members to discuss any potential issues with the SMARTGrowth criteria.

Additionally, The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, will bring any potential impediments to the attention of management and the Town Council. Examples of these efforts include:

- The Town's Planning Services Division is represented on the Town's Fair Housing Committee. This Division reviews, administers and enforces Town codes and regulations pertaining to the development of commercial and residential property through the planning and zoning process. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.
- The Town's Building and Inspections Division is represented on the Fair Housing Committee. This Division reviews building codes and enforces building, electrical, plumbing and mechanical code regulations within Flower Mound. Permits are required before performing any new construction or addition, alteration or repair of existing buildings, structures, plumbing, electrical or mechanical work. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.
- The Development Services Department is represented on the Fair Housing Committee. This Department reviews impact fees and provides planning, design review, implementation, quality control and maintenance for the Town's infrastructure system and improvement projects. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. However, the Town did allocate more than \$172,000 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 taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During the 2020 Program Year, the Town of Flower Mound continued to demonstrate its commitment to the eradication of lead-based paint hazards in the community.

In 2003, the Town formed a Lead-based Paint Task Force to determine what activities needed to be taken 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 homes 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 the 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 continued to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website.

The Town currently sponsors the Residential Rehabilitation Program that is carried out through the Community Development Block Grant Program. For this program, occupants of units constructed prior to 1978 receive proper notification of Lead-Based Paint (LBP) hazards and all projects are subject to the implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

During the 2020 Program Year, none of the homes rehabilitated had a construction date prior to 1978.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Town of Flower Mound's actions to help reduce the number of poverty-level families during the 2020 Program Year included economic development activities, tax exemptions for the disabled and senior citizens, 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 11.4% in the United States) and the Town's

unemployment rate of 2.9% is lower than Denton County's rate of 3.0%, the State's rate of 4.4%, and the Nation's rate of 4.5%, according to the American Community Survey 2019 1-Year Estimates (The Census Bureau will not release its standard 2020 ACS 1-year estimates because of the impacts of the COVID-19 pandemic on data collection). Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it is important to note 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 2020 Program Year, Town staff continued its efforts, with the help of the local Chamber of Commerce, to provide business and retention development programs with incentives for economic development. As a result, in PY 2020, 12 new commercial permits were issued.

- **Tax Exemptions:** In Program Year 2020, the Town maintained the exempted amount of the appraised value of residence homesteads for those with disabilities and individuals 65 years of age or older at \$100,000. Additionally, the Town maintained its recently approved a 2.5% homestead exemption for all Flower Mound homeowners.
- **Leveraging Resources:** Town staff continued to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services through outlets such as the Denton County Homeless Coalition. Some of these organizations 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.
- **Referral Source:** To help ensure that residents needing services are aware of available local providers, Town staff maintained established links to service providers on the Town website. In addition, the Town continued to post information about available job training, job search and financial management workshop opportunities on the Town's website, at the Town library and on the Town's cable television station.

These actions assisted in reducing the number of poverty-level families in Flower Mound 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 taken to develop institutional structure. 91.220(k); 91.320(j)

The Town continued to promote and emphasize the need for greater coordination between all social service agencies active in the Flower Mound area so as to minimize duplication of efforts. This was carried out through outlets such as the Denton County Homeless Coalition meetings. Efforts to enhance coordination between local agencies, both public and private, will ensure that the information available is comprehensive, needs are being properly addressed and resources are being maximized.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Flower Mound continued to share information and leverage funds with area public and private housing, health and social service agencies. This helps ensure that access to needed services is available. The Town also continued to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders, through means such as the meetings of the Denton County Homeless Coalition, an organization that includes a network of public and private housing, health and social service representatives throughout Denton County.

The Town continues to make staff available as a referral source for families with low-to-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 continued to maintain the links to housing rights, access groups and other service providers on the Flower Mound website.

Finally, the Town continued its participation in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Town of Flower Mound continues to demonstrate its commitment to overcoming the effects of impediments to fair housing choice. This position was solidified in 2012 when the Town passed a Fair Housing Ordinance, which declared the Town's commitment to ensure fair housing opportunities for all citizens, regardless of race, color, religion, handicap, sex, familial status or national origin. This ordinance was unanimously approved by the Town Council.

During the 2020 Program Year, The Fair Housing Committee conducted its annual review of the Town's Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis. However, the Fair Housing Committee discussed a few items that the Town should do to ensure that unanticipated barriers do not develop in the future. These items and the efforts the Town took to address them in the 2020 Program Year are listed below.

- The SMARTGrowth Commission continued 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 continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, commits to bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Department continued to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. As a result, in PY 2020, 12 new commercial permits were issued.

- The Financial Services Department continued 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. This was done through the outlet of the Denton County Homeless Coalition, where the Town's Grants and Financial Analyst serves as the Town's representative. The Town also provided General Fund financial assistance to organizations that provide services to Flower Mound residents during the year. One such organization, Christian Community Action, provided \$50,466.28 in financial and non-financial services to residents of Flower Mound through its family assistance services, back-to-school program, Christmas program and food pantry.
- The Library Services Department continued to ensure that residents with poverty-level incomes are made aware of job training, financial management and job search workshop opportunities at the Town of Flower Mound Library. Additionally, the Library provides online databases related to the job search process and educational assistance. In Program Year 2020, 963 job views/job-related sessions were accessed through these databases. These databases were available both onsite and remotely, which allowed residents access any time of day. The Library also hosted two programs related to financial planning with eight attendees. Finally, the Library continued to purchase new books that relate to resume writing, interviewing, testing and starting a small business.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town of Flower Mound continually monitors programs and projects to ensure compliance with all applicable laws and regulations.

Financial Services staff administers financial monitoring for all projects, programs and activities funded by CDBG. They ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. Additionally, the financial operations and expenditures of the Town are audited on an annual basis by an independent accounting firm.

To ensure compliance with grant requirements, effectiveness in solving neighborhood and community problems, as well as adherence to the goals laid out in the Town's five-year Consolidated Plan and 2020 Annual Action Plan, Town staff conducted monitoring of all operational projects identified in the Annual Plan. Technical assistance is provided on a continuing basis.

During the 2020 Program Year, no problems or issues were identified in either of the Town's CDBG projects that needed to be corrected during the review.

Additionally, under the Town's Residential Rehabilitation Program, Town staff administers and continuously monitors all projects implemented under this program. Projects requested by residents are thoroughly evaluated for adherence to the program guidelines, including income eligibility. An environmental compliance checklist is completed for each project and the potential repairs are assessed for eligibility during an on-site evaluation by staff.

As a result of this careful management and monitoring, Flower Mound's CDBG-funded programs continue to have a positive effect on solving neighborhood and community problems, especially in regards to reducing the potential for homelessness. While progress is slow due to a lack of available funding, our community is meeting priority needs and specific objectives that will help to make Flower Mound's vision of the future a reality. By collaborating and leveraging funds, we were able to provide opportunities for our low-and moderate-income residents to have access to decent housing, a suitable living environment, and expanded economic opportunity.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town's Citizen Participation Plan requires the Town to post public notices for performance reports in the newspaper and on the Town website to ensure that interested groups, agencies, organizations and individuals have an opportunity to provide comments regarding Flower Mound's use of federal grant funds under the Community Development Block Program. These requirements were designed especially to encourage participation by low- and moderate-income residents.

During the comment period, a copy of the report was posted on the Town website, www.flower-mound.com, at Town Hall, located at 2121 Cross Timbers Road, and at the Flower Mound Library, located at 3030 Broadmoor Lane. Additionally, on November 3, 2021, a public hearing was held at Flower Mound's Town Hall in the Council Chambers. This meeting place is easily accessible to all Town residents, including those with disabilities. All meeting notices and the Town website noted that translation services were available upon request, and that persons with disabilities would also be accommodated upon request. Public notices announcing the hearing were issued two weeks prior to the hearing date. Information about the public hearing is published in the Denton Record-Chronicle, displayed at Town Hall in an area easily visible to all who entered the building, and posted on the Town website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the Town of Flower Mound's program objectives. The Town of Flower Mound continues to work toward all of the goals established in its 2020-2024 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: December 6, 2021

FROM: Jon Olson, Meter Services Manager

ITEM: Consider a request to amend the Town's Code of Ordinances by amending Appendix A, "Fee Schedule," Referenced in Chapter 70, "Utilities," by amending Section 70-56(d), entitled "Water Meter Fee Schedule," by repealing all conflicting ordinances; providing a severability clause; and providing an effective date.

BACKGROUND INFORMATION: Due to the escalation of the Consumer Price Index (CPI) and the Producer Price Index (PPI), material costs have increased over the past 24 months for the Town's water meter and meter reading software vendor, Neptune Technology Group (Neptune). Neptune is proposing a 5.0% price increase to the current Water Meter and Meter Reading Equipment Services contract effective January 1, 2022. Neptune has passed through this price increase to help recover core material costs for the manufacturing of their products of over 18.89% this past year. Meter purchases are for both new developments, which the cost is passed through to the developer, and replacement of aging meters, in which the Town absorbs the cost.

Meter Services is also proposing an increase in the Administrative Fee/Parts cost from \$40.00 to \$75.00 to cover the rising cost of materials, gas, labor, and maintenance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$8,083.90

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 13,060.45	200-650-52200-2100
\$ (4,976.55)	200-4211

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: This standard ordinance was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed ordinance
2. Neptune Technologies Group Contract Change Order
3. Neptune Technologies Group Contract Renewal Letter

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, AMENDING APPENDIX A, "FEE SCHEDULE," REFERENCED IN CHAPTER 70, "UTILITIES," BY AMENDING 70-56(d), ENTITLED "WATER METER FEE SCHEDULE," BY REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town possesses all the rights, powers, and authority possessed by a home rule municipality pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the Town's Home Rule Charter, to regulate utility meter services and the fees for services provided; and,

WHEREAS, Appendix A "Fee Schedule," Chapter 70, "Utilities" of the Code of Ordinances of the Town of Flower Mound, Texas, establishes new Town ordinances; attached hereto; and,

WHEREAS, due to changes in the Town's costs to procure water meters, the Town has determined that it is necessary to amend Appendix A "Fee Schedule," Chapter 70, "Utilities".

SECTION 1

NOW THEREFORE, BE IT ORDAINED (RESOLVED) BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT all the above premises are hereby found to be true and correct legislative and factual findings of the Town of Flower Mound and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the adoption of this ordinance, amending Section 70-56(d), entitled "Water Meter Fee Schedule" of Appendix A, Chapter 70, "Utilities," of the Code of Ordinances of the Town of Flower Mound, Texas, is adopted to read as follows:

(d) Water Meter Fee Schedule for the Town of Flower Mound.

Water Meter Size	Water Meter Fees	Administrative/ Parts Fee	Total
5/8x3/4 ProCoder R900i DL	\$ 200.08	\$ 75.00	\$ 275.08
1" ProCoder R900i DL	\$ 275.78	\$ 75.00	\$ 350.78
1-1/2 ProCoder R900i DL	\$ 430.44	\$ 75.00	\$ 505.44
1-1/2 HPT ProCoder R900i DL	\$ 594.83	\$ 75.00	\$ 669.83
2" ProCoder R900i DL	\$ 528.85	\$ 75.00	\$ 603.85
2" HPT ProCoder R900i DL	\$ 621.86	\$ 75.00	\$ 696.86
2" ProCoder R900i Compound	\$ 1,606.03	\$ 75.00	\$ 1,681.03
3" ProCoder R900i Compound	\$ 1,873.16	\$ 75.00	\$ 1,948.16
3" HPT ProCocder R900i DL	\$ 1,011.20	\$ 75.00	\$ 1,086.20
4" ProCoder R900i DL Compound	\$ 2,550.18	\$ 75.00	\$ 2,625.18
4" HPT ProCoder R900i DL	\$ 1,276.17	\$ 75.00	\$ 1,351.17
6" ProCoder R900i DL Compound	\$ 3,731.18	\$ 75.00	\$ 3,806.18

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall take effect and be in full force beginning January 1, 2022, as provided by the laws of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

ORDINANCE NO. _____

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DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6TH DAY OF
DECEMBER 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

 TOWN OF FLOWER MOUND CONTRACT CHANGE ORDER		Contract No.: 2019-22-A
		Change Order #: 2
		Effective Date: January 1, 2022
ISSUED BY: Purchasing Division 2121 Cross Timbers Road Flower Mound, Texas 75028		
Contract Title: Purchase of Water Meters & Meter Reading Equipment Services		
Contractor Name/Address: Neptune Technology Group, Inc. Attn: Charlie Trimble 1600 Alabama Hwy 229 Tallahassee, AL 36078		Reference Documents: See attached price increase email request from Neptune Technology Group, Inc.
Contract Adjustment: The Contract Amount is: ☒ Increased ☐ Decreased ☐ Not Changed In the Amount of : See below Description		Contract Term: The Contract Time is: ☐ Increased ☐ Decreased ☒ Not Changed By: Contract Expiration Date: 1/1/2022 thru 1/1/2023
Description of Change: This Change Order No. 2 is to acknowledge Town of Flower Mound's acceptance of Neptune Technology Group, Inc. price increase of 5%, and to confirm the contract renewal for an additional one (1) year period term from 1/1/2022 thru 1/1/2023. **All other items remain unchanged during the renewal period** Per Charlie Trimble, the 5% price adjustment is to cover core material costs for the manufacturing of our quality products of over 18% this past year.		
No claims for further compensation or extensions of time, whether for delay, overhead, profit, fees, acceleration, force majeure, disruption, or any other reason, shall be made by the Contractor as a result of the changes contained in this Change Order, as payment specified hereunder constitutes compensation in full for the Work as altered herein.		
Accepted By: Neptune Technology Group, Inc. By: <u>Jeff Olsen</u> AUTHORIZED REPRESENTATIVE Date: <u>11/9/2021</u> <u>Jeff Olsen - Director of Sales</u>		Accepted By: TOWN OF FLOWER MOUND By: <u>Marquita Shamlin</u> AUTHORIZED REPRESENTATIVE Date: <u>11/9/2021</u> Marquita Shamlin – Buyer Purchasing Division
CONTRACTOR'S RECEIPT OF AN EXECUTED COPY OF THIS FORM SHALL SERVE AS A CONTRACTOR'S OFFICIAL NOTICE TO PROCEED WITH THE CHANGE TO WORK INCLUDED HEREIN.		



Marquita Shamlin
Town of Flower Mound
Purchasing Buyer
2121 Cross Timbers Road
Flower Mound, TX 75028

Dear Marquita,

Due to the continuing escalation in CPI and PPI indexes resulting in increased material costs during the past 24 months, Neptune is proposing a modest 5% increase in current pricing to the one-year contract renewal. The proposed price increase is to cover core material costs for the manufacturing of our quality products of over 18% this past year, please refer to attached index below.

Sincerely,

Charles L. Holt

Charlie Trimble
Senior Territory Manager



NEPTUNE
TECHNOLOGY GROUP

PPI Index with Series ID : WPU102807013-

Series Title: PPI Commodity data for Metals and metal products-
Copper base castings (excluding die-castings), not
seasonally adjusted

Group: Metals and metal products

Item: Copper base castings (excluding die-castings)

July 2020-July 2021

18.89%

Annual percent change



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: December 6, 2021

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

ITEM: Consider approval of the purchase of creek bank stabilization and erosion control services from KEC Retaining Walls & Construction, Inc., a sole source provider, for work associated with Bakers Branch Stabilization at 1600 & 1612 Strait Lane project, in the amount of \$211,849.00; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: This item includes the purchase and installation of bag-wall products for the construction of a 95 linear foot, 16-foot high creek bank stabilization wall. The wall will stabilize the creek bank and prevent further erosion threatening the private property at 1612 Strait Lane. The project is a FY2020-2021 approved Capital Improvement Program project and is funded by Stormwater Fees.

The Town has previously issued bids for this service. As a result, it was determined that the bag-wall product was a proprietary product offered solely by KEC Retaining Walls & Construction, Inc. The purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. This proprietary product is sold exclusively to KEC Retaining Walls & Construction, Inc. by the manufacturer, Jewell and Old Castle Company.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the construction of the erosion protection will result in further creek erosion and slope failure to the structure at the above address.

FISCAL IMPACT: \$211,849.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$211,849.00	610-590-98917

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$2,500,000. Funding sources are:

- Stormwater Other \$ 2,500,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal – 1612 Strait Lane
2. Sole Source Letter

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

CONSTRUCTION PROPOSAL

KEC RETAINING WALLS AND CONSTRUCTION

P.O. Box 202541
Arlington, TX, 76006
Office: 817/640-4442
www.kecwalls.com

Date: 6/24/2021

Proposal No. 1

Proposal Submitted To:	Work Performed At:
Town of Flower Mound Attn: Clay Riggs, PE, CFM- <i>Director of Public Works</i> 2120 Cross Timbers Road Flower Mound, TX, 75028 972/874-6411 Clayton.Riggs@flower-mound.com	- Site Location: 1612 Strait Lane, Flower Mound, Texas. - Install R-Rap Retaining Wall along creek channel.

Mr. Riggs,
KEC Retaining Walls & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quote was prepared in accordance with the information gathered from site visits on 5/28/21 or made available to us and is subject to the Notes as well as our General Conditions.

Proposed:

KEC shall provide labor, equipment and materials as required for the installation of approximately 95 L.F of R-Rap wall, 16 feet high from toe of creek channel. The proposed wall includes a foundation approximately 25% of the proposed wall height.

KEC Proposes the following:

RRap Retaining Wall	\$ 211,849.00
TOTAL	<u>\$ 211,849.00</u>

Note: Estimated time of completion is 25 working days (weather permitting).

KEC to Provide:

1. Proposal includes site access and restoration.
2. Tree removal upon approval of the Town of Flower Mound
3. Locate Utilities (Does not include a SUE LEVEL B)
4. KEC has included one (1) **Mobilization** of our equipment, equipment and personnel as required to perform our scope of work as outline above.

Specific Exclusions:

1. Proposal does not include Engineered Design sealed by Civil and Structural Engineer.
2. Proposal does not include flood study with cut fill calculations and "no rise" certification by Civil Engineer.
3. Proposal does not include site inspections by Third Party Inspector with As Built Letter upon Completion.
4. Proposal does not include traffic control. Traffic Control shall be provided by others, if required.
5. Proposal does not include sprinkler repairs.
6. Proposal does not include turf matting, seed, sod installation.
7. Proposal does not include removing or installing damaged electrical lines.
8. Pricing **Excludes** provision of any **Performance & Payment Bonds** for the work. If required, a bond shall be furnished at a cost of 3% to the total subcontract value.
9. Proposal does not Include Sales Tax.

10. Location of existing utilities and other conflicts below-grade shall be performed by others and provided to KEC for coordination prior to mobilizing on-site for the work.
 - a. KEC will call-in/submit state mandated utility locates.

General Terms and Conditions:

1. This proposal is based on 20 working days per month.
2. Our safety practices meet OSHA regulations recommended safety procedures.
3. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
4. **Payment- Mobilization (30%), Draws (% of work completed at the end of each month), Balance Upon Completion.**
5. **Warranty-** KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
6. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above.
7. Proposal may be withdrawn by KEC, if not accepted within 30 days.
8. **CERTIFIED BY: TX NCTRCA MBE/WBE/SBE CERTIFICATION NO. WFWB69820N0323**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KEC RETAINING WALLS AND CONSTRUCTION.**

Respectfully submitted by **KEC RETAINING WALLS AND CONSTRUCTION**

Per *Russell Hergesell*

Russell Hergesell- *Vice President of Sales*

KEC



DATE: 9.12.19

RE: Town of Flower Mound

TO: To Whom it may concern,

This letter is to serve as documentation that Knight Erosion Control (KEC) purchases Rip Rap product from Jewell, an Oldcastle Company. We supply KEC with a proprietary bag that is sold exclusively to KEC.

Carl Hergesell and KEC have been doing business with Jewell / Oldcastle for over 20 years.

Sincerely,

A handwritten signature in red ink that reads 'Nathan Higbee'. The signature is written in a cursive, flowing style.

Nathan Higbee
Vice President of Sales, Dry Mix
Jewell, an Oldcastle company

TOWN COUNCIL AGENDA ITEM NO. 17
CONSENT ITEM

DATE: December 6, 2021

FROM: Ronnie Bates, Assistant Director of Public Works

ITEM: Consider approval of Change Order No. 5 for the Wastewater Treatment Plant Rehabilitation Phase V project, amending the contract with Archer Western Construction, LLC, to provide for an increase to the contract in the amount of \$23,615.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On August 15, 2019, bids were received and opened for the Wastewater Treatment Plant Rehabilitation Phase V, Solids Facility Improvements project (Bid No. 2019-155-B). Archer Western Construction, LLC submitted the lowest qualified bid of the four responding bidders at a base bid of \$9,199,060.00.

Change Order No. 1 was approved on August 3, 2019, in the amount of \$146,162.98 and provided the removal of an unknown existing electrical duct bank that conflicted with the new Gravity Belt Thickener (GBT) building for an updated total contract amount of \$ 9,345,222.98.

Change Order No. 2 was approved on December 7, 2020, in the amount of \$53,826.88 and provided a change in material, door hardware, fiber optic cable reroute, a credit for Sequence Batch Reactor (SBR) work, Pressure Reducing Valve (PRV) replacements, and installation of gate valves, for an updated total contract amount of \$9,399,049.86.

Change Order No. 3 was approved on June 17, 2022, in the amount of \$4,152.34 to provide steel pipe changes for the air piping spread footings, for an updated total contract amount of \$9,403,202.20.

Change Order No. 4 was approved in the amount of \$14,299.99 and provided for the installation of blower enclosure lighting needed for maintenance and replacement of fiber communication line, for an updated total contract amount of \$9,417,502.19.

If approved, Change Order No. 5 in the amount of \$23,615.50 will provide for additional concrete pavement to be placed around the GBT building that was found during construction to be unsafe for forklift operations. This change order ensures an adequate level area for safe forklift operations and a revised contract amount of \$9,441,117.69.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the change order would result in the inability to use a forklift to enter the GBT building and remove heavy equipment needing repair and maintenance.

FISCAL IMPACT: \$23,615.50

Proposed Expenditure/(Revenue):	Account Number(s):
\$23,615.50	630-970-98472

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO

Total project cost is \$11,800,000. Funding sources are:

Utility Debt	\$ 11,800,000
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LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 5

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

Wastewater Treatment Plant Rehabilitation Phase V-Solids Facility Improvements

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Archer Western Construction, LLC

Project: Wastewater Treatment Plant Rehabilitation Phase V-Solids Facility Improvements

CHANGE ORDER NO.5

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
9	Signage	LS	Deduct	1	\$2,000.00	\$ (2,000.00)
11	Piers	VLF	Deduct	250	\$90.00	\$ (22,500.00)
12	Concrete	SY	Add	320.77	\$150.00	\$ 48,115.50
SUBTOTAL						\$ 23,615.50

JUSTIFICATION

Change Order No. 5 provides for the following:

Item 9 Reduced for actual quantities used

Item 11 Reduced for actual quantities used due to use of spread footings being used in lieu of.

Item 12 Allows for additional concrete needed to reduce step slopes around building to provide for safe forklift operation

REVISED CONTRACT AMOUNTS

Original Contract	\$ 9,199,060.00
Change Order NO. 1	\$ 146,162.98
Change Order NO. 2	\$ 53,626.88
Change Order NO. 3	\$ 4,152.34
Change Order NO. 4	\$ 14,299.99
Change Order NO. 5	\$ 23,615.50
Revised Contract Price	\$ 9,441,117.69

Substantial Completion Days

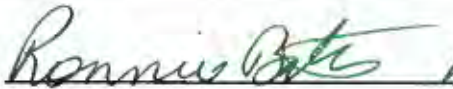
Change Order NO. 1 Additional Days	540
Change Order NO. 2 Additional Days	87
Change Order NO. 3 Additional Days	86
Change Order NO. 4 Additional Days	0
Change Order NO. 5 Additional Days	20
Revised Substantial Completion Days	753

Final Completion Days

Change Order NO. 1	800
Change Order NO. 2	87
Change Order NO. 3	86
Change Order NO. 4	0
Change Order NO. 5	20
Revised Final Completion Days	813

Recommended

For Approval


 Ronnie Bates
 Assistant Public Works Director

Date


 Contractor
 APM
 Contractor Title

Date

Approved

Derek France
 Mayor, Town Of Flower Mound

Date



TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: December 6, 2021

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

ITEM: Consider approval of the First Amendment to the Professional Services Agreement with Jacobs Engineering Group for the design services associated with the US 377 at FM 1171 Water Line Loop/Relocation project, in the amount of \$156,700.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On October 19, 2020, a Professional Services Agreement with Jacobs Engineering Group for initial design phase services associated with the US 377 and FM 1171 Water Line Loop / Relocation project in the amount of \$134,000.00 was approved by Town Council.

Due to the TxDOT expansion of US 377, all utilities in conflict with the expansion are required to move into a new alignment. The Town of Flower Mound operates approximately 8,000 linear feet of 30"/36" transmission water main on the east side of US 377, from FM 1171 north to the Town limits. Approximately 1,500 linear feet of the water line is in direct conflict with the expansion project and will need to be relocated. In addition to the relocation, the Town will install a master planned waterline loop at the intersection of US 377 and FM 1171. By installing the looped water main prior to the US 377 expansion project beginning, the Town will realize significant savings as opposed to installation after the bridge is installed. Design plans for the Phase 1 relocations are at 90% and are in review by TxDOT.

The remaining 6,500 linear feet of existing water main along US 377 is located within a dedicated easement, now located within the expanded TxDOT ROW. TxDOT is requesting the Town move the existing main approximately 10-15 feet east. An initial reimbursement of 86% by TxDOT has been provided to staff, the Town is moving forward with the design for the remaining 6,500 linear feet of water line. This amendment includes the design phase services for the Phase 2 relocations. If approved, the First Amendment to the Professional Services Agreement with Jacobs Engineering Group will increase the design contract by \$156,700.00 for a total design fee of \$290,700.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$156,700.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$156,700.00	630-960-98671

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$5,500,000. Funding sources are:

- Impact Fees \$ 1,610,000
- Utility Debt \$ 3,890,000

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

ATTACHMENTS:

1. First Amendment to Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
JACOBS ENGINEERING GROUP**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this 6th day of December, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “Town”), acting by and through its Mayor, and **JACOBS ENGINEERING GROUP**, (“hereinafter referred to as “Consultant”) regarding the following project:

US 377 AT FM 1171 WATER LINE LOOP/RELOCATION

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the US 377 at FM 1171 Water Line Loop/Relocation project (“Services”) on or about the 21st day of October, 2020 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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

A.

Recitals Incorporated

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this First Amendment, and made a part hereof by reference just as though they are set out in their entirety.

B.

Amendment of Paragraph No. II

From and after the approval of this First Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-1” entitled “Scope of Services”, as are necessary to complete the US 377 at FM 1171

Water Line Loop/Relocation project (hereafter referred to collectively as the “Project”). Attachment “A-1” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed Two Hundred Eighty Four Thousand One Hundred Dollars and No/100 (\$290,700.00) as specified in Attachment “B-1”.”

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-1” to the Contract. In case of conflict in the language of Attachment “A-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-1” to the Contract. In case of conflict in the language of Attachment “B-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

JACOBS ENGINEERING GROUPBy: Name C. RASAM MENTATitle VICE PRESIDENTDate Signed: 11/18/21

State of Texas §

County of Denton §

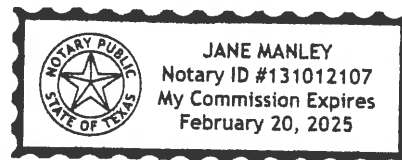
This instrument was acknowledged before me on the 18th day of NOVEMBER, 2021, by C. RASAM MENTA, in his capacity as VICE PRESIDENT of **Jacobs Engineering Group**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Jacobs Engineering Group**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18 DAY OF NOVEMBER, 2021.

My Commission Expires:

FEBRUARY 20, 2025


Notary Public, State of Texas



ATTACHMENT A-1 SCOPE OF SERVICES

PROJECT NAME: US 377 at FM 1171 Water Line Loop/Relocation

PROJECT UNDERSTANDING

This project will connect an existing 20" diameter water pipeline at the southwest corner of the intersection of US 377 and FM 1171 to an existing 30" diameter water pipeline at the northeast intersection of US 377 and FM 1171 to create a loop and eliminate dead ends. The new connecting pipeline is shown in Figure 1 below. The pipe will be encased per TXDOT standards where required in the right of way.

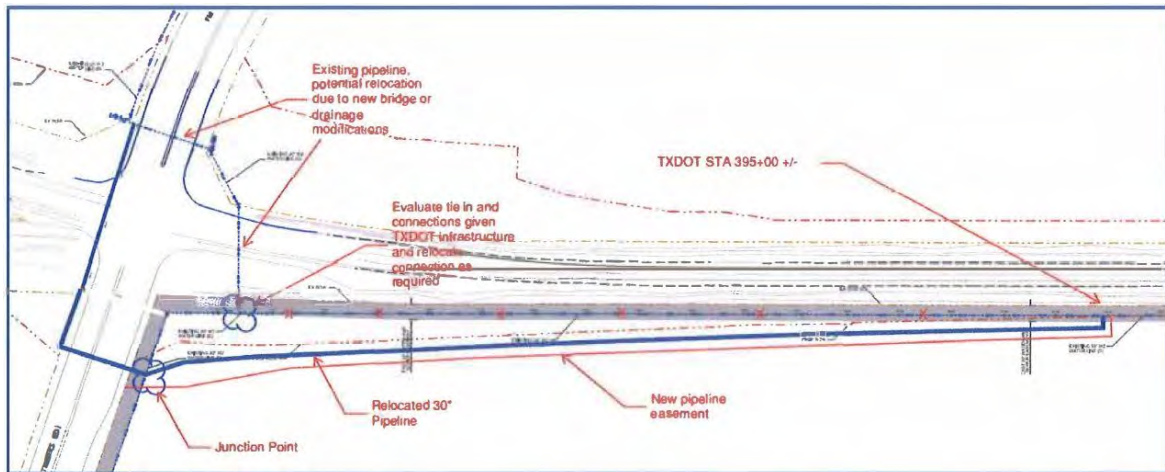


Figure 1: Project Location Map

In addition, it is assumed that the existing 20" pipeline will need to be relocated based upon location of new TXDOT bridge or drainage facilities. The connection point at the northeast corner of the intersection will need to be evaluated as part of the effort.

The TXDOT ROW will be widening which will also require relocation of an existing 30" transmission main on the east side of US 377, also shown on Figure 1. A relocation design is needed for this reach which will terminate on the north end approximately at TXDOT STA 395+00 (found in the roadway plans). This is the point at which the existing pipe centerline becomes close to matching the new TXDOT ROW line; the Town has not determined if relocation will be needed north of this point.

SCOPE OF PROFESSIONAL SERVICES

TASK 1 – PROJECT MANAGEMENT

This task Includes attending meetings; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to Flower Mound (Town) on a regular basis.

Following are anticipated meetings.

- Kick-off meeting
- 30% design review meeting
- 60% design review meeting
- 90% design review meeting
- Site visit during design (1)

TASK 2 – EVALUATION (PRELIMINARY DESIGN, 30%)

This task includes collecting existing data and performing desktop evaluation of design alternatives along with preliminary construction estimates. Evaluation results shall be submitted in PDF exhibits to Town for review. The horizontal alignment will be confirmed as a result of this task. .

Deliverables

- Three (3) printed, half-size copies of design alternative exhibits

TASK 3 – DESIGN

This task includes developing 60%, 90%, and 100% construction drawings, specifications and Opinion of Probable Construction Cost (OPCC).

The anticipated sheet count includes the following:

- Cover/index-3 sheets
- Plan/profile (1 "20' and 1 "40" scales) -6 sheets
- Details -tunnel and pipeline -6 sheets
- Traffic control -2 sheets if required

Deliverables

- Three (3) printed, half-size copies of construction plans for 60%, 90%, and 100% reviews
- One (1) printed copies of specifications for 60%, 90%, and 100% reviews
- OPCC at 60%, 90% and 100%
- PDF of each submittal set of plans and specifications

It is assumed that SWPPP requirements will have been addressed in the TXDOT plans for this area and that SWPPP drawings will not be required for this design package. This also depends on the timing of the TXDOT work and how it relates to the pipeline relocations. If separate SWPPP drawings are required for the pipelines independently, additional services will be needed.

TASK 4 – BIDDING PHASE SERVICES

Review Contractor questions and issue addenda as required.

Deliverables

- OPCC and PDF for each submittal set of plans and specifications.
- Print and deliver to Town up to four (4) sets of bid documents. Plan sets will be half-size (11x17). Specification books will be bound 8.5x11 books.

- Print and deliver to Town up to six (6) sets of conformed documents. Plan sets will be half-size (11x17). Specification books will be bound 8.5x11 books.

TASK 5 – SERVICES DURING CONSTRUCTION

Assist the Owner with engineering services during construction, including attendance at construction kickoff meeting, monthly progress meetings and monthly site visits, RFI responses, change order review, and submittal review.

Deliverables:

- Submittal review comments for 10 submittals, including test results
- RFI responses (up to 3)
- Progress meetings combined with site visits (3 total)

TASK 6 – RECORD DRAWINGS

Prepare record drawings from Contractor's markups showing changes made during construction. Transfer contractor markups to digital format.

Deliverables

- Record Drawing in digital format (PDF, TIFF, CAD)

SPECIAL SERVICES

Consultant is currently working on the design of the TX-DOT US 377 Expansion project. Applicable survey, SUE, easements and geotechnical data will be used for this pipeline project. Additional field survey, easements and geotechnical evaluation required will be performed under special services tasks shown below. Special services task fee and scope shall be approved by the Town before starting the work and shall be on a time and materials basis because of the lack of a fully defined scope of work at this time.

TASK 7 – SURVEY AND EASEMENTS

This task includes topographic survey (horizontally and vertical), picking up surface features; drainage features; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by Texas 811 utility locate request) within the project area.

This task also includes preparation of permanent and temporary easement instruments sealed, dated, and signed by a Registered Professional Land Surveyor.

A special service allowance of \$15,000 is allocated for this task.

TASK 8 – GEOTECHNICAL

This task includes borings for soil samples and developing a geotechnical report for the purpose of pipeline construction and jack/bore tunneling operations as required.

A special service allowance of \$10,000 is allocated for this task.

SCHEDULE

It is anticipated that design will be completed no more than 9 months after Notice to Proceed. The bid phase is assumed to require 2 months, followed by a 6-month construction phase. With record drawings in the final 1 month, the entire scope of work is assumed to be delivered within 18 months.

AMENDMENT 1

PROJECT UNDERSTANDING

The purpose of this scope is to develop plans, specifications, and estimates for a Phase 2 pipeline relocation, which is needed to move the pipeline away from the TXDOT right of way expansion. The Phase 1 relocation was associated with the FM 1171/US 377 intersection. This Phase 2 project will connect to the northern termination of the Phase I project and continue north with a replacement pipeline along US 377 on the east side. The new pipeline will terminate where the pipeline turns west and crosses US 377 and UPRR Railroad (project does not include crossings). Portions of the new pipeline will be 30" and 36" diameter, approximately 3,700 linear feet and 2,000 linear feet, respectively. There are additional utilities in this area and additional easements will be required. Bid and construction phase services are included. Phase 2 will be a separate bid package from Phase 1, with a separate project schedule.

SCOPE OF PROFESSIONAL SERVICES

TASK 9 – PROJECT MANAGEMENT

This task includes attending meetings; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to Flower Mound (Town) on a regular basis.

Following are anticipated meetings:

- 60% design review meeting
- 90% design review meeting

TASK 10 – DESIGN

This task includes developing 60%, 90%, and 100% construction drawings, specifications and Opinion of Probable Construction Cost (OPCC). QA/QC will be performed for each deliverable.

Deliverables

- Three (3) printed, half-size copies of construction plans for 60%, 90%, and 100% reviews
- One (1) printed copies of specifications for 60%, 90%, and 100% reviews
- OPCC at 90% and 100%
- PDF of each submittal set of plans and specifications

TASK 11 – TXDOT SUA ASSISTANCE

Develop drawings and quantity takeoffs per TXDOT standards for Standard Utility Agreement between TXDOT and the Town. Drawings will show specific items such as existing ROW, anticipated future TXDOT ROW, new easements required for the new waterline, and the route of the new waterline. Quantity takeoffs will be based on items identified in the OPCC and quantified per sheet.

This task does not include completing the SUA checklist and the formal application.

TASK 12 – BIDDING PHASE SERVICES

Review Contractor questions as received from the Town and issue addenda as required.

Deliverables

- OPCC and PDF for each submittal set of plans and specifications.
- Print and deliver to Town up to four (4) sets of bid documents. Plan sets will be half-size (11x17). Specification books will be bound 8.5x11 books.
- Print and deliver to Town up to six (6) sets of conformed documents. Plan sets will be half-size (11x17). Specification books will be bound 8.5x11 books.

TASK 13 – SERVICES DURING CONSTRUCTION

Assist the Owner with engineering services during construction, including attendance at construction kickoff meeting, monthly progress meetings and monthly site visits, RFI responses, change order review, and submittal review.

Deliverables:

- Submittal review comments for 10 submittals, including test results
- RFI responses (up to 3)
- Progress meetings combined with site visits (6 total)

TASK 14 – RECORD DRAWINGS

Prepare record drawings from Contractor's markups showing changes made during construction. Transfer contractor markups to digital format.

Deliverables

- Record Drawing in digital format (PDF and CAD)

SPECIAL SERVICES

Consultant is currently working on the design of the TX-DOT US 377 Expansion project. Applicable survey, SUE, easements and geotechnical data will be used for this pipeline project. Additional field survey, easements and geotechnical evaluation required will be performed under special services tasks shown below. Special services task fee and scope shall be approved by the Town before starting the work and shall be on a time and materials basis because of the lack of a fully defined scope of work at this time.

TASK 15 – SURVEY

This task includes topographic survey (horizontal and vertical), picking up surface features; drainage features; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by Texas 811 utility locate request) within the project area.

A special service allowance of \$15,200 is allocated for this task.

TASK 16 – EASEMENTS AND TITLE COMMITMENTS

This task includes preparation of permanent and temporary easement instruments which will be sealed, dated, and signed by a Registered Professional Land Surveyor. Title commitments for three (3) tracts will also be obtained.

A special service allowance of \$26,700 is allocated for this task.

TASK 17 – SUBSURFACE UTILITY EXPLORATION

Level B (site investigation) and Level A (potholes) subsurface utility exploration will be required at specific locations to identify conflicts with other utilities. Locations will be identified and surveyed as design progresses.

A special service allowance of \$14,700 is allocated for this task.

TASK 18 – GEOTECHNICAL

This task includes borings for soil samples and drill logs, and developing a geotechnical report for the purpose of the design and bid documents for pipeline construction and for jack/bore tunneling operations as required.

A special service allowance of \$45,000 is allocated for this task.

SCHEDULE

It is anticipated that design will be completed no more than 4 months after Notice to Proceed. The bid phase is assumed to require 2 months, followed by a 6-month construction phase. With record drawings in the final 1 month, the entire scope of work is assumed to be delivered within 13 months

ATTACHMENT B-1 COMPENSATION

Consultant will provide the Scope of Services for a lump sum fee, except for time and materials tasks (special services).

TASK 1 – Project Management	\$15,000
TASK 2 – Evaluation	\$12,000
TASK 3 – Design	\$66,000
TASK 4 – Bidding Phase Services	\$4,000
TASK 5 – Services During Construction	\$8,000
TASK 6 – Record Drawings	\$4,000
TASK 7 – Survey and Easements (special services)	\$15,000
TASK 8 – Geotechnical (special services)	\$10,000
Amendment 1	
TASK 9 – Project Management	\$3,600
TASK 10 - Design	\$25,200
TASK 11 – TxDOT SUA Assistance	\$7,300
TASK 12 – Bidding Phase Services	\$5,300
TASK 13 – Services During Construction	\$9,600
TASK 14 – Record Drawings	\$4,100
TASK 15 – Survey (Special Services)	\$15,200
TASK 16 – Easements & Title Commitments (Special Services)	\$26,800
TASK 17 – Subsurface Utility Exploration	\$14,700
TASK 18 - Geotechnical	\$45,000
TOTAL	\$290,700

Special services budgets will be verified at the time they are identified, as required. The amounts shown are initial allowances and must be authorized by the Town prior to commencing work on those tasks.



TOWN COUNCIL AGENDA ITEM NO. 19

CONSENT ITEM

DATE: December 6, 2021

FROM: Dale Crown, Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project, in the amount of \$153,447.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Town Council approved funds to reconstruct Lopo Road and Wood Creek Circle during fiscal year 2021/2022 through the 4B fund utilizing sales tax revenue. The Lopo Road Reconstruction and Wood Creek Circle Reconstruction project includes the reconstruction of existing paving on each street. The reconstruction also includes complete sidewalk replacement and pedestrian ramp improvements along the limits of the project. During the street reconstruction, the existing water and sewer lines along the streets will be replaced due to past maintenance issues and undersized water lines.

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Professional Services Agreement would delay the street reconstruction project and result in pavement failures worsening over time with continued maintenance/service issues with the existing utilities.

FISCAL IMPACT: \$153,447.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$114,391.00	316-560-78042 Lopo Rd
\$39,056.00	316-560-78041 Wood Creek Cr

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost for Lopo Road Reconstruction is \$940,000. Total project cost for Wood Creek Circle Reconstruction is \$500,000. Funding sources are:

- Dedicated Sales Tax \$1,440,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PACHECO KOCH CONSULTING ENGINEERS, INC.**

This contract is entered into on this 6th day of December, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Pacheco Koch Consulting Engineers, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 4060 Bryant Irvin Road, Fort Worth, Texas 76109.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Fifty Three Thousand Four Hundred Forty Seven and No/100 Dollars (\$153,447.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

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

VII. **Ownership of Documents**

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to

provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Dale Crown, P.E.,
 Senior Project Engineer
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6302 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

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

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

XIX. **Notice Information**

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

Dale Crown, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 Telephone

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

Mark A. Pacheco, P.E., RPLS
President
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road
Dallas, TX 75231
972-235-3031 Telephone

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

XX. **Applicable Law**

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

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

[The remainder of this page is left blank intentionally]

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

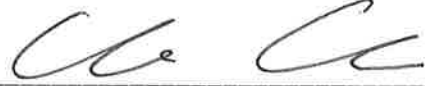
THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:**Pacheco Koch Consulting Engineers, Inc.**By: 

Name: Christopher J. Cha, PE

Title: Principal

Date Signed: November 9, 2021

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 9th day of November, 2021, by Christopher J. Cha in his capacity as Principal of Pacheco Koch Consulting Engineers, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Pacheco Koch Consulting Engineers, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th
DAY OF NOVEMBER, 2021.



Notary Public, State of Texas

My Commission Expires:

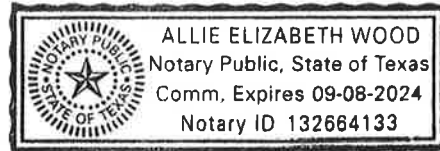
09-08-2024

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

EXHIBIT 'A' – SCOPE OF SERVICES

LOPO ROAD RECONSTRUCTION AND WOOD CREEK CIRCLE RECONSTRUCTION

PROJECT DESCRIPTION:

The project consists of the reconstruction of Lopo Road from River Oaks Drive to 300 feet west of Garden Ridge Boulevard. Lopo Road reconstruction will include pavement reconstruction as well water and sanitary sewer reconstruction along the length of the roadway. Storm sewer improvements will consist of reconstruction of inlets and lateral lines at the location and grade currently in place.

The project also consists of the reconstruction of Wood Creek Circle from Wood Creek Drive to the end of the cul-de-sac. Wood Creek Circle reconstruction will include pavement reconstruction, sanitary sewer improvements along the length of the roadway, as well as a short segment of water improvements, approximately 100 linear feet. (PROJECT)

BASIC SERVICES:

- A. Project Management, Coordination & Permitting
 - 1. Manage the Team:
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Allocate team resources
 - 2. Communications and Reporting:
 - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
 - Conduct review meetings with the OWNER at the end of each design phase.
 - Prepare and submit monthly invoices in the format acceptable to the OWNER.
 - Prepare and submit monthly progress reports.
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
 - 3. Utility Clearance:
 - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
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approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Paving Plan and Profile Sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Cross Section Sheets
 - Scale 1" = 20' Horizontal; 1" = 4' Vertical
 - Water Plan Sheets
Scale 1" = 20' Horizontal
 - Sanitary Sewer Plan and Profile Sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Drainage Area Map
Scale 1" = 100' Horizontal (with inserts for large drainage basins)
 - Storm Plan Sheet
Scale 1" = 20' Horizontal
 - Existing storm system is proposed to be reconstructed in place without size or grade change.
 - Erosion Control Plans
 - Construction Phasing/TCP Sheets
 - Detail Sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.
Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.
2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.

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4. Submit three (3) half sized 11"x17" and one (1) full sized 22"x34" set of preliminary 60% plans, one (1) set of preliminary construction contract documents, PDF of plans/contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

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

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit three (3) half sized 11"x17" and one (1) full sized 22"x34" set of preliminary 90% plans, one (1) set of preliminary construction contract documents, PDF of plans/contract documents, and 90% opinion of probable construction costs for OWNER review.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
6. Submit three (3) half sized 11"x17" and one (1) full sized 22"x34" set of final plans, one (1) set of final construction contract documents for OWNER use and five (5) half size 11"x17" sets of final plans and construction contract documents for bidding along with sealed PDF copy of plans & contract documents.

D. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bidder Assistance:
 - The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
 - Attend the prebid conference in support of the OWNER.
2. Conformed Construction Documents:
 - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
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E. Project Completion

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

F. Direct Expenses

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

SPECIAL SERVICES:

A. Field Survey (Lopo Road Only)

1. Establish Survey Control

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

2. Benchmark Loop

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

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

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

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

4. Existing Drainage Channels and Drainage Area Verification

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

5. Existing Underground and/or Overhead Utilities

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

6. Right-of-Way

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

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
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Services

7. Existing Storm Sewers and Culverts

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

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

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

Services not included in this contract:

- *Field Survey for Wood Creek Circle (to be provided by Owner)*
- *Construction observation or inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or Town Council/Commission meetings*
- *Geotechnical engineering*
- *Subsurface utility engineering (SUE)*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Traffic Signal Design*
- *Illumination Design*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*

END OF EXHIBIT 'A'

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

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

LOPO ROAD RECONSTRUCTION AND WOOD CREEK CIRCLE RECONSTRUCTION

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 153,447.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services	Lopo Road	Wood Creek Cir	Total
A. Project Management, Start-up, and Coordination	\$ 7,365.00	\$ 3,925.00	\$ 11,290.00
B. Preliminary Design (60% Submittal)	51,985.00	20,500.00	72,485.00
C. Final Design (90% & 100% Submittals)	37,290.00	11,440.00	48,730.00
D. Bid Phase Services	1,665.00	1,665.00	3,330.00
E. Project Completion	2,720.00	720.00	3,440.00
F. Direct Expense (Not to Exceed)	1,366.00	806.00	<u>2,172.00</u>
			\$ 141,447.00
Special Services			
A. Field Survey (Lopo Road only)			<u>12,000.00</u>
			\$ 12,000.00
TOTAL			\$ 153,447.00

METHOD OF PAYMENT:

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

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

END OF EXHIBIT 'B'



TOWN COUNCIL AGENDA ITEM NO. 20

CONSENT ITEM

DATE: December 6, 2021

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: Consider approval of the purchase and installation of light poles and LED fixtures for the Glenwick Park Upgrade CIP project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$201,543.00.

BACKGROUND INFORMATION: The Parks Board, Community Development Corporation, and Town Council approved funds to replace the existing tennis court and ballfield lights with Light-Emitting Diode (LED) fixtures and new poles (tennis court only) at Glenwick Park for fiscal year 2021-2022. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

The tennis court and baseball field were built in 1993 and are still using the existing light poles and fixtures. The proposal from Musco Sports Lighting includes electrical and structural engineering, demolition, and installation of new poles (tennis only), LED fixtures, and associated electrical work. The benefits of the new system include bright and uniformed light levels directed on the court/field not spilling above it, less glare in and around nearby homes, 50-85% energy and maintenance savings over traditional metal halide systems, instant on/off ability, ball tracker technology, and a 25-year warranty. Lighting at the tennis court will be controlled through push button activators and the ballfield will continue to be controlled remotely through Musco's Control Link System which Town staff already use at the different athletic complexes.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2021-2022 CIP which included funding for the Glenwick Park Upgrade project in the amount of \$250,000.00 by a vote of 6 to 0 at their May 6, 2021, regular meeting. The Community Development Corporation approved funding for the FY 2021-2022 CIP, recommended by the Parks Board, by a vote of 4 to 0 at their June 24, 2021, meeting.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to continue utilizing the existing lights at the tennis court and baseball field.

FISCAL IMPACT: \$201,543.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$201,543.00	317-110-90651

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$250,000. Funding sources are:

- Dedicated Sales Tax \$ 250,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buy Board Proposal

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



Quote

Glenwick Park Baseball and Tennis Court
Flower Mound, Texas
Light Structure System – TLC LED
Buy Board Quote
Contract Number: 592-19
Commodity: Parks/Rec & Field Lighting
Date: November 15, 2021

Equipment Description

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- 4 - Pre-cast concrete bases for tennis
- 4 – 40' Galvanized steel poles for tennis
- UL Listed remote driver component enclosure
- Pole length wire harness
- 8 - Factory-aimed and assembled 600W LED luminaires for tennis
- 6 - Factory-aimed and assembled 900W LED luminaires for baseball
- 8 - Factory-aimed and assembled 1200W LED luminaires for baseball
- 4 - Factory-aimed and assembled 575W LED luminaires for baseball
- 2 – Factory-aimed and assembled 400W LED luminaires for baseball area from parking lots

Also Includes:

- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles for the tennis court. 50 infield and 30 outfield for the baseball field
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors
- Push button player activation for tennis
- Structural Engineering
- Electrical Engineering
- Bonding
- Demolition of existing foundations, poles and fixtures
- Turnkey Installation

Quote

Musco's Light Structure Green™ as described above.....\$201,543

Pricing reflects the Buy Board Discount

Pricing furnished is effective until December 31, 2021 and is considered confidential.

Payment Terms

Net 30.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2018 IBC, 115 MPH
- Confirmation of pole locations prior to production
- **Re-using the existing Musco poles on the baseball field**

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Senior Sales Representative
Musco Sports Lighting, LLC
Cell: 214-733-2927
E-mail: chris.johnson@musco.com



TOWN COUNCIL AGENDA ITEM NO. 21

CONSENT ITEM

DATE: December 6, 2021

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: Consider approval of the purchase and installation of light poles and LED fixtures for the Leonard & Helen Johns Park CIP project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$207,452.00.

BACKGROUND INFORMATION: The Parks Board, Community Development Corporation, and Town Council approved funds to replace the existing tennis court lights with Light-Emitting Diode (LED) fixtures and new poles at the Leonard & Helen Johns Community Park tennis courts for fiscal year 2021-2022. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

The tennis courts were built in the 1980's and are still using the existing light poles and fixtures. The proposal from Musco Sports Lighting includes electrical and structural engineering, demolition, and installation of new poles, LED fixtures, and associated electrical work. The benefits of the new system include bright and uniformed light levels directed on the courts and not spilling above it, less glare in and around nearby homes, 50-85% energy and maintenance savings over traditional metal halide systems, instant on/off ability, and a 25-year warranty. Lighting at the courts will be controlled through push button activators and remotely through Musco's Control Link System which Town staff already use at the different athletic complexes.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2021-2022 CIP which included funding for the Leonard & Helen Johns Community Park Upgrade project in the amount of \$225,000.00 by a vote of 6 to 0 at their May 6, 2021, regular meeting. The Community Development Corporation approved funding for the FY 2021-2022 CIP, recommended by the Parks Board, by a vote of 4 to 0 at their June 24, 2021, meeting.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to continue utilizing the existing lights at the tennis courts.

FISCAL IMPACT: \$207,452.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$207,452.00	317-110-90652

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$225,000. Funding sources are:

- Dedicated Sales Tax \$ 225,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buy Board Proposal

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



Quote

Leonard and Helen Johns Park Tennis Courts
Flower Mound, Texas
Light Structure System – TLC LED
Buy Board Quote
Contract Number: 592-19
Commodity: Parks/Rec & Field Lighting
Date: November 15, 2021

Equipment Description

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- 8 - Pre-cast concrete bases
- 8 – 40' Galvanized steel poles
- UL Listed remote driver component enclosure
- Pole length wire harness
- 16 - Factory-aimed and assembled 900W LED luminaires

Also Includes:

- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles for 25 years
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors
- Push button player activation
- Structural Engineering
- Electrical Engineering
- Bonding
- Demolition of existing foundations, poles and fixtures
- **Turnkey Installation including relocating the electrical to higher ground to get the equipment out of the floodplain. This includes relocating all electrical associated with the pond's fountain as well.**

Quote

Musco's Light Structure Green™ as described above.....\$207,452

Pricing reflects the Buy Board Discount

Pricing furnished is effective until December 31, 2021 and is considered confidential.

Payment Terms

Net 30.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2018 IBC, 115 MPH
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Senior Sales Representative
Musco Sports Lighting, LLC
Cell: 214-733-2927
E-mail: chris.johnson@musco.com



TOWN COUNCIL AGENDA ITEM NO. 22

CONSENT ITEM

DATE: December 6, 2021

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: **Consider approval of the purchase and installation of playground safety surfacing at five parks for the Individual Park Improvements CIP project, from WeBuildFun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$441,188.61.**

BACKGROUND INFORMATION: The Parks Board, Community Development Corporation, and Town Council approved funds to replace the engineered wood fiber with either synthetic turf or a poured-in-place rubberized surface at five neighborhood parks for fiscal year 2021-2022. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

The five parks that will receive the upgraded surfacing include Culwell, Shadow Ridge, Prairie Creek, Lone Tree, and Colony Parks. Upgrading the safety surfacing provides many advantages over the traditional engineered wood fiber such as:

- Soft, Compliant Surface Under Play Equipment
- Cleaner Play Environment
- Reduced Maintenance Work and Costs
- Material Durability
- Resistance to Weather Elements
- Aesthetically Pleasing
- Environmentally Friendly
- Exceptional Drainage

The proposal from WeBuildFun, Inc. includes the purchase of surfacing, removal and disposal of existing engineered wood fiber, inspection of existing drainage systems to ensure fully operational, addition of up to 6" crushed aggregate drainage material, premium padding or *loose fill base* to provide critical fall height protection, Envirofill infill and HeatBlock™ Technology for turf, and a lifetime warranty on turf products and a five-year warranty on the rubberized surfacing. Staff has also requested that the vendor secure a third-party testing company to perform the Head Injury Criteria test for each playground once work is completed.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2021-2022 CIP which included funding for the Individual Park Improvements project in the amount of \$550,000.00 by a vote of 6 to 0 at their May 6, 2021, regular meeting. The Community Development Corporation approved funding for the FY 2021-2022 CIP, recommended by the Parks Board, by a vote of 4 to 0 at their June 24, 2021, meeting.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to continue utilizing the existing safety surfacing at the various park playgrounds.

FISCAL IMPACT: \$441,188.61

Proposed Expenditure/(Revenue):

\$441,188.61

Account Number(s):

317-110-90653

tw

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services

Total project cost is \$550,000. Funding sources are:

- Dedicated Sales Tax \$ 550,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buy Board Proposal

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



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for North and Central Texas

CUSTOMER INFORMATION

Customer: **Town of Flower Mound**
 Contact: **Kari Biddix**
 Contact Info: **Kari.Biddix@flower-mound.com**
 Project Name: **Multi Park Playground Resurfacing**
 End User: **Town of Flower Mound**

CONSULTANT

Tracy Shore (469) 416-1323

QUOTE

Quote Date	Valid Until
11/15/2021	12/15/2021
Est. Delivery:	Est. Install
2-4 Weeks	ASAP

Buyboard Contract # 592-19

Prices below reflect BuyBoard Contract Discounted Pricing

ITEM	DESCRIPTION	QTY	EACH	TOTAL
COLONY PARK				
SYNTHETIC TURF PLAYGROUND	Installation of <i>premium Syntipede Plat 321</i> artificial turf playground surfacing system. Includes:	1	\$89,760.24	\$89,760.24
SAFETY SURFACE RENOVATION	-Removal and disposal of existing engineered wood fiber -Inspection of existing drainage system to ensure fully operational -Up to 6" crushed aggregate drainage material -Premium 2" Brock pad providing up to 8' critical fall height protection -Trample zones - options for pitch turf height, special colors, and/or special shapes -One special design component per options, (hopskotch, etc.) -Premium Envirofill infill - HeatBlock™ Technology throughout -Lifetime warranty on turf product -5611 SF park total			
SAFETY SURFACE TEST	HIC, Head Injury Criteria, Test -Performed by independent third party testing company		\$850.00	\$850.00
COLONY PARK TOTAL				\$90,610.24

ITEM	DESCRIPTION	QTY	EACH	TOTAL
CULWELL PARK				
SYNTHETIC TURF PLAYGROUND	Installation of <i>premium Syntipede Plat 321</i> artificial turf playground surfacing system. Includes:	1	\$88,006.76	\$88,006.76
SAFETY SURFACE RENOVATION	-Removal and disposal of existing engineered wood fiber -Inspection of existing drainage system to ensure fully operational -Up to 6" crushed aggregate drainage material -Premium 2" Brock pad providing up to 8' critical fall height protection -Trample zones - options for pitch turf height, special colors, and/or special shapes -One special design component per options, (hopskotch, etc.) -Premium Envirofill infill - HeatBlock™ Technology throughout -Lifetime warranty on turf product -5417 SF park total			
SAFETY SURFACE TEST	HIC, Head Injury Criteria, Test -Performed by independent third party testing company		\$850.00	\$850.00
CULWELL PARK TOTAL				\$88,856.76

ITEM	DESCRIPTION	QTY	EACH	TOTAL
LONE TREE PARK				
SYNTHETIC TURF PLAYGROUND	This playground includes addition of installing drainage system within each play area, with a pop-up exit 10-15' outside of play area.	1	\$58,520.92	\$58,520.92
SAFETY SURFACE RENOVATION	Installation of premium Syntipede Plat 321 artificial turf playground surfacing system. Includes: -Removal and disposal of existing engineered wood fiber -Inspection of existing drainage system to ensure fully operational -Up to 6" crushed aggregate drainage material -Premium 2" Brock pad providing up to 8' critical fall height protection -Trample zones - options for pitch turf height, special colors, and/or special shapes -One special design component per options, (hopskotch, etc.) -Premium Envirofill infill - HeatBlock™ Technology throughout -Lifetime warranty on turf product -3431 SF total in two separate areas			
SAFETY SURFACE TEST	HIC, Head Injury Criteria, Test -Performed by independent third party testing company		\$850.00	\$850.00
LONE TREE PARK TOTAL				\$59,370.92



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CUSTOMER INFORMATION

Customer: **Town of Flower Mound**
 Contact: **Kari Biddix**
 Contact Info: **Kari.Biddix@flower-mound.com**
 Project Name: **Multi Park Playground Resurfacing**
 End User: **Town of Flower Mound**

Prices below reflect BuyBoard Contract Discounted Pricing

CONSULTANT

Tracy Shore (469) 416-1323

QUOTE

Quote Date	Valid Until
11/15/2021	12/15/2021
Est. Delivery:	Est. Install
2-4 Weeks	ASAP

Buyboard Contract # 592-19

ITEM	DESCRIPTION	QTY	EACH	TOTAL
PRAIRIE CREEK PARK - OPTION FOR <u>POUR IN PLACE RUBBER</u>				
POUR IN PLACE RUBBER SAFETY SURFACE RENOVATION	Installation of Bondflex Poured In Place surfacing system. Includes: -Removal and disposal of existing engineered wood fiber -Inspection of existing drainage system to ensure fully operational -Recycled polyurethane rubber as loose fill base -Reinforced welded wire applied to base material -System thickness of 2.5"-3.5" for critical fall height of 6'-8' -Color blend with black with contrasting blend in frame around play area -Standard construction fencing around play area after hours -Does not include after hours security to prevent vandalism damage -5 year warranty on rubber surface product -4813 SF park total	1	\$94,709.11	\$94,709.11
SAFETY SURFACE TEST	HIC, Head Injury Criteria, Test -Performed by independent third party testing company		\$850.00	\$850.00
PRAIRIE CREEK POUR IN PLACE RUBBER TOTAL				\$95,559.11

ITEM	DESCRIPTION	QTY	EACH	TOTAL
SHADOW RIDGE PARK				
SYNTHETIC TURF PLAYGROUND SAFETY SURFACE RENOVATION	Installation of premium Syntipede Plat 321 artificial turf playground surfacing system. Includes: -Removal and disposal of existing engineered wood fiber -Inspection of existing drainage system to ensure fully operational -Up to 6" crushed aggregate drainage material -Premium 2" Brock pad providing up to 8' critical fall height protection -Trample zones - options for pitch turf height, special colors, and/or special shapes -One special design component per options, (hopsotch, etc.) -Premium Envirofill infill -HeatBlock™ Technology throughout -Lifetime warranty on turf product -6690 SF park total	1	\$105,941.58	\$105,941.58
SAFETY SURFACE TEST	HIC, Head Injury Criteria, Test -Performed by independent third party testing company		\$850.00	\$850.00

SHADOW RIDGE PARK TOTAL \$106,791.58

5-Park Total with 4 Turf and 1 PIP \$441,188.61

Make Payable to: **webuildfun, Inc PO Box 29, Allen, TX 75013**

Payment Terms: **Net 30** To be invoiced in full upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.

* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Send completed quote and purchase order to: **tracy@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



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for North and Central Texas*

CUSTOMER INFORMATION

Customer: **Town of Flower Mound**
 Contact: **Kari Biddix**
 Contact Info: **Kari.Biddix@flower-mound.com**
 Project Name: **Multi Park Playground Resurfacing**
 End User: **Town of Flower Mound**

Prices below reflect BuyBoard Contract Discounted Pricing

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

CONSULTANT

Tracy Shore (469) 416-1323

QUOTE

Quote Date	Valid Until
11/15/2021	12/15/2021
Est. Delivery:	Est. Install
2-4 Weeks	ASAP

Buyboard Contract # 592-19



TOWN COUNCIL AGENDA ITEM NO. 23

CONSENT ITEM

DATE: December 6, 2021

FROM: Mark Long, Assistant Director of Parks and Recreation

ITEM: **Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code-Section 42.041 and to adopt an Ordinance providing for said Standards. *(The Parks Board recommended approval by a vote of 6 to 0 at its November 4, 2021 meeting).***

BACKGROUND INFORMATION: The State of Texas Department of Family and Protective Services administer state regulations and general licensing procedures for all child-care facilities. Municipalities are exempted from the licensing requirement for programs provided for elementary age youth provided the Town Council annually adopts standards of care by ordinance after a public hearing. The required public hearing took place at the November 4, 2021, Parks Board meeting and the Board unanimously approved recommending the proposed ordinance for Town Council consideration. Additionally, the following criteria must be met in order to receive the exemption:

- Standards of care are provided to the parents of each program participant.
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents are informed that the program is not operated or advertised as a licensed day care.

The request for the exemption is necessary as the Town currently offers different day camps and programs throughout the year for youth ages 5 – 14 years. The Town officially received its exempt status from the State in 2011. On December 7, 2020, the Town Council enacted Ordinance No. 39-20, which adopted Standards of Care for the Town's Parks and Recreation youth recreation programs.

Staff is recommending no changes be made to the proposed Standards of Care adopted on December 7, 2020, in accordance with Section 42.041(b) (14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval of the Standards of Care by a vote of 6 to 0 at its November 4, 2021, regular meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENT:

1. Proposed Ordinance (Standards of Care- Exhibit "A")

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town operates a recreation program for elementary age children as a service to residents of the Town, and surrounding communities; and

WHEREAS, the State of Texas has adopted licensing requirements and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, with which all facilities must comply, unless an exemption under Section 42.041(b) applies; and

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and

WHEREAS, on February 11, 2011, the Town received an exemption from the requirements of Chapter 42 of the Texas Human Resources Code from the Texas Department of Family and Protective Services ("TDFPS"); and

WHEREAS, the TDFPS will not monitor the Town's Parks and Recreation's youth recreation programs because the exempt status has been granted, and the TDFPS will not be responsible for investigating complaints regarding the Town's Parks and Recreation's youth recreation programs, so that any complaints shall be made to the Town Parks and Recreation Department; and

WHEREAS, the Town adopted Ordinance No. 39-20 on December 7, 2020 setting forth the standards of care for the Town Parks and Recreation's youth recreation programs; and

WHEREAS, the Town's standards of care for the Town Parks and Recreation's youth recreation programs must be adopted annually by the Town of Flower Mound Town Council, after public hearing, in order to maintain the exemption under Section 42.041(b)(14) of the Texas Human Resources Code; and

WHEREAS, the Director of the Town Parks and Recreation Services Department has recommended no changes be made to the standards of care adopted on December 7, 2020, in accordance with Section 42.041(b)(14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas; and

WHEREAS, a public hearing was held on November 4, 2021, by the Parks Board regarding the revised standards of care, and the adoption of such revised standards of care by

the Town Council of the Town of Flower Mound ("Town Council") has been recommended by the Parks Board; and

WHEREAS, the Town Council finds that it 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 to adopt the revised standards of care as recommended by the Parks Board.

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

SECTION 1

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

SECTION 2

The Town Council hereby adopts local standards of care for the Parks and Recreation Services Department ("Department") youth recreation programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) and pursuant to Section 54-206 of the Code of Ordinances of the Town of Flower Mound. The standards of care adopted by this Ordinance are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office.

SECTION 3

That Section 54-202, "Adoption," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 54-202. Adoption.

The local standards of care ("Standards of Care"), as set forth in Exhibit "A" which is attached to the ordinance adopting the Standards of Care are incorporated by reference for all purposes as if written word for word herein, and are hereby adopted by the Town Council as the Standards of Care for the Parks and Recreation Services Department of the Town of Flower Mound. The Standards of Care are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office."

SECTION 4

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

SECTION 5

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause,

Ordinance No. _____

Page 3

sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining 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 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 6th DAY OF DECEMBER, 2021.

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Parks & Recreation Department



Standards of Care for Youth Programs

Parks and Recreation Department
1200 Gerault Road
Flower Mound, TX 75028
972.874.6300
972.874.6471 (Fax)
www.flower-mound.com

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FLOWER MOUND YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted by the Town Council of the Town of Flower Mound, Texas, to comply with Chapter 42 of the Texas Human Resources Code, specifically Section 42.041(b)(14) regarding an exemption for the Town of Flower Mound's Youth Programs, as defined herein. These Standards of Care are intended to be minimum standards by which the Town of Flower Mound Parks and Recreation Department will operate the Town's youth programs. The Youth Programs are recreational in nature and are not child-care facilities or day care programs.

General Administration

1. Organization

- A. The governing body of the Town of Flower Mound youth programs is the Town of Flower Mound Town Council.
- B. Implementation of the Youth Programs Standards of Care ("Standards of Care") is the responsibility of the Director of Parks and Recreation and departmental employees.
- C. These Standards of Care apply to all Youth Programs operated by the Department, including but not limited to: the Day Camp Program, Holiday Day Camp Program, and Spring Break Day Camp Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants may obtain a copy of the Standards of Care from the Town during the registration process or the Standards of Care can be accessed on the Town's website at: www.flower-mound.com/cac.
- F. Criminal background checks are conducted on all prospective Program Employees. If the results of a criminal background check indicate that a prospective Program Employee has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family member.
 - (2) A felony or misdemeanor classified as public indecency.
 - (3) Any offense involving moral turpitude.

- (4) Any offense that, in the Director's sole opinion, would place the participants of the Youth Programs at risk.

2. Definitions

- A. Camp Director: A temporary Department employee who is assigned responsibility to implement and direct a Youth Program and oversee the Program Employees that are assigned to the corresponding Youth Program.
- B. Community Activity Center or CAC: Town of Flower Mound Community Activity Center located at 1200 Gerault Road, Flower Mound, TX, 75028, 972.874.7275.
- C. Department: Parks and Recreation Department of the Town of Flower Mound.
- D. Employee(s): Term used to describe people who have been hired to work for the Town of Flower Mound and have been assigned responsibility for managing, administering, or implementing some portions of the Youth Programs.
- E. Parent(s): This term will be used to represent one or both parent(s) or legal guardian(s) who have legal custody and authority to enroll their child(ren) in the Youth Programs.
- F. Participant: A Youth whose parent(s) or legal guardian(s) have completed all required registration procedures and determined to be eligible for the Youth Programs.
- G. Program Coordinator or Coordinator: A full-time Department employee who has been assigned administrative responsibility for the Youth Programs and oversees the Camp Directors.
- H. Program Employee: A temporary Department employee who is assigned to work with participants of a Youth Program at a Program Site.
- I. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Youth Programs.
- J. Program Site: The facilities and surrounding property where Youth Programs are held, consisting of, but not limited to, the Community Activity Center and Gerault Park.
- K. Program Supervisor: A full-time Department employee who oversees the Program Coordinator and operations of all Youth Programs.

- L. Director: Town of Flower Mound Parks and Recreation Director, or his or her designee.
- M. Town: Town of Flower Mound, Texas.
- N. Town Council: Town Council of the Town of Flower Mound.
- O. Youth: A school aged person between the ages of 6 and 13 as of the enrollment date of the Youth Program.
- P. Youth Programs: The Town of Flower Mound youth programs consisting of the Summer Day Camp Programs, Holiday Day Camp Programs, and Spring Break Day Camp Program. A single camp may be referred to as a Youth Program.

3. Objectives of Youth Programs

- A. To provide Youth with the opportunity of recreational activities, which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, tournaments, etc.
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development, and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend their leisure time wisely in an effort to meet the emotional, physical, and social needs of the Youth.

4. Inspections/Monitoring/Enforcement

- A. The Town has established these Standards of Care in order to obtain an exemption from the State regarding the Youth Programs. Once the exemption is established, the State will not monitor the Youth Programs. These Standards of Care will be reviewed annually and brought before the Town Council for consideration, regarding any amendments recommended by the Director, and approval after a public hearing regarding the Standards of Care is held, pursuant to Texas Human Resources Code § 42.041(b)(14).
- B. A monthly inspection report will be prepared and submitted to the Program Supervisor by the Coordinator to confirm the Standards of Care are being adhered to.

- (1) Monthly inspection reports will be sent to the Director or his/her designee for review and maintained by the Town in accordance with applicable record retention policies.
 - (2) The Director or his/her designee will review the monthly inspection report and shall establish deadlines and criteria for compliance with the Standards of Care where failure to comply is noted.
 - C. The Director or his/her designee will make visual inspections of the Youth Programs based on the following schedule.
 - 1. Youth Programs operating during the summer will be inspected no less than twice during the Youth Program's summer schedule.
 - 2. Youth Programs, which operate during the regular Lewisville Independent School District school year, for two (2) weeks or less, will be inspected at least once during the Youth Program's schedule.
 - D. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding enforcement of the Standards of Care and resolution of complaints arising under the Standards of Care will be recorded by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is noted will be forwarded to the Director with the complaint and the resolution noted.
5. Enrollment

Before a child may be enrolled in a Youth Program, the parents must sign registration forms that contain the following information about the child:

- (1) Name, home address, home telephone number;
- (2) Name and address of parent(s) and contact telephone number(s) during Youth Program hours;
- (3) The names and telephone numbers of people to whom the child can be released;
- (4) If requested, a statement of the child's physical health, including a physician's signed statement detailing any special needs the child may have;

- (5) Emergency medical authorization, current shot records, and valid health insurance information;
- (6) Proof of CAC Membership or Non-Membership, when appropriate; and
- (7) A signed liability waiver.

6. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered to be child abuse, the incident shall be immediately reported to the Program Supervisor. The Program Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Texas State law requires the Employees of Youth Programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1000 and/or confinement up to one hundred eighty (180) days. Confidential reports may be made by calling 1.800.252.5400.

A complete copy of the Texas Family Code regulations regarding child abuse can be found at www.statutes.legis.state.tx.us/docs/FA/htm/FA.261.htm.

Staffing - Responsibilities and Training

1. Camp Director

A. Qualifications. A Camp Director must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth and other Town employees.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Communicate effectively with the public.

- (7) Possess a valid Texas driver's license.
- (8) Have previous experience in supervising Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (9) Complete Town-mandated training.
- (10) Be at least eighteen (18) years of age.

B. Job Functions. A Camp Director shall endeavor to:

- (1) Direct and supervise Program Employees. Hiring and training of staff shall be the responsibility of the Coordinator with assistance from the Camp Director.
- (2) Complete and submit proper records, including Youth Program schedules, Program Employee schedules, accident/incident reports, and Participant attendance.
- (3) Schedule appropriate activities in accordance with the philosophy of the Youth Program and coordinate with the Coordinator to ensure appropriate reservations and transportation are secured in order to complete activities.
- (4) Maintain an orderly, clean and safe environment for the Youth while promoting a non-competitive program directed toward accentuating positive behaviors, physical development, and emotional growth.
- (5) Maintain supplies, equipment and all necessary documentation for the operation of the Youth Program.
- (6) Communicate with Parent(s) as necessary.
- (7) Conduct on-going evaluations regarding the Youth Program and implement approved recommendations as needed.
- (8) Provide reports to Coordinator on a weekly basis regarding Youth Program activities.
- (9) Know and follow all Town, Department, and Program Manual standards, policies, and procedures that apply to Youth Programs.

- (10) Ensure that Participants are released only to a Parent or an adult designated by the Parent. All Program Sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick-up a Participant if that person is not known to the Camp Director.

2. Program Employees

A. Qualifications. A Program Employee must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Possess a valid Texas driver's license.
- (7) Have previous experience in working with Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (8) Complete Town-mandated training.
- (9) Be at least sixteen (16) years of age.

B. Essential Job Functions. A Program Employee shall endeavor to:

- (1) Promote a non-competitive, positive, image-enhancing environment for each Participant through the direction of fun, varied, and well-organized activities.
- (2) Directly lead activities using a method that will provide opportunities for the involvement of all Participants on an equal basis.
- (3) Exhibit enthusiasm for the activity to impart a feeling of excitement in the Participants.

- (4) Follow procedures for Youth Programs drop-off and pick-up, and preparation of accident/incident reports.
- (5) Follow guidelines for safety and storage of equipment and notify Camp Director regarding supply inventories.
- (6) Ensure safety of Youth at Program Site and on field trips.
- (7) Provide and adhere to Standards of Care.

3. Personnel Restriction

A person will not be employed as an Employee in a Youth Program if:

- (1) The person would be permanently barred from being present at a child care operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or
- (2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of participants.

4. Training/Orientation

- A. The Department is responsible to provide training and orientation to all Youth Program employees who work with children regarding their specific job responsibilities. Coordinator will provide each Camp Director with a staff program manual specific to each Youth Program.
- B. Employees must be familiar with these Standards of Care for Youth Programs.
- C. Employees will be trained in appropriate procedures to handle emergencies.
- D. Employees will be trained in Town, Department, and Program Manual policies and procedures applicable to Youth Programs.
- E. Employees will be required to sign an acknowledgment that they received the required training.

Service Standards

1. Appearance

- A. Youth Program shirts and name badges will be worn and clearly visible.

- B. The Town's dress code policy shall be adhered to at all times. Failure to comply with the dress code will result in an Employee being sent home.

2. Interaction with Parents and Participants

- A. Participants and Parents will be treated with respect at all times.
- B. Program Employees and Camp Directors will keep Parents continuously informed of activities and schedules. A weekly schedule will be distributed and copies will be kept with the daily sign in sheets.
- C. Staff will note details of behavior of Participants (accomplishments, discipline problems, general activities, etc.) and update Parents as much as possible.
- D. The Camp Director will listen to complaints and forward to Coordinator as appropriate. All complaints will be followed up within 24-hours if they are not resolved on site. All complaints must be recorded, including resolution, and forwarded to Coordinator.

3. Additional Staff Responsibilities

- A. Program Employees will monitor the sign in/out log at all times.
- B. Program Employees will spend 100% of their time actively involved with Participants and/or Parents.
- C. Program Employees will pick up the area used by their group after each activity.
- D. Prior to beginning work each day, all staff will check in at the appointed location for any messages, instructions, or information.

Operations

1. Staff/Participant Ratio

- A. Pursuant to Texas mandated standards, the maximum ratio of Participants to Program Employees will be 12 to 1. In the event an employee is unable to report to the Program Site, a replacement will be assigned.
- B. Each Participant shall have a Program Employee who is responsible for him or her and who is aware of the Participant's habits, interests, and any special needs, as identified by the Participant's Parent(s) during the registration process.

2. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the program participants.
- B. There must be no cruel, harsh or corporal punishment used as a method of discipline.
- C. Program Employees may use brief, supervised separation from the group if necessary. Participants will be informed of Youth Program rules.
- D. As necessary, Program Employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a Participant being suspended or removed from the Youth Program. Parents will be contacted to pick up their Youth immediately.
- F. In instances where there is a danger to Participants or Employees, offending Participants will be removed from the Program Site immediately.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

3. Programming

- A. Program Employees will attempt to provide activities for each group according to the Participant's age, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor and outdoor time periods, weather permitting, that include:
 - (1) Alternating active and passive activities; and
 - (2) Opportunity for individual and group activities.
- C. Program Employees will be attentive and considerate of the Participants' safety on field trips and during any transportation provided by the Youth Programs. Participants

must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.

- (1) During trips, Program Employees supervising Participants must have immediate access to Participant forms and emergency contact information for each Participant;
- (2) Program Employees must have a written list of the Participants in the group and must check the attendance frequently; and
- (3) Program Employees must have First Aid supplies, a guide to First Aid and emergency care available on field trips.

4. Communication

The Program Site will have a telephone to allow the Program Employees to be contacted by Parks and Recreation personnel or for making emergency calls.

5. Transportation

- A. First Aid supplies and a First Aid and emergency care guide will be available in all Youth Program vehicles that transport Youth.
- B. All Program vehicles used for transporting Participants must have available a 6-BC portable fire extinguisher in the vehicle, which must be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program Employees will inspect the Program Site daily to detect sanitation and safety concerns that might affect the health and safety of the Participants. A daily inspection report will be completed by Camp Director and kept on file by the Program Coordinator.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for Participant use.
- D. Program Employees must have First Aid supplies available at the Program Site, during transportation, and for the duration of any off-site activity.

- E. Program Employees must have First Aid supplies and a guide to First Aid and emergency care readily available in a designated location.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program Employee's first priority is to evacuate the Participants to a designated safe area. Emergency evacuation and relocation plans will be posted within the Program Site.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director or his/her designee who will review and establish deadlines and criteria for compliance.
- C. Each Program Site must have at least one (1) fire extinguisher approved by the Fire Marshal readily available to all Program Employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the Program Supervisor who will keep the report on file for a minimum of two (2) years. All Employees will be trained in the proper use of a fire extinguisher.
- D. Fire drills shall be conducted monthly.

3. Health

- A. Illness or Injury
 - (1) Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and employees. Parents will be notified in cases of illness or injury. Paramedics will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed for all injuries and forwarded to the Camp Director.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.

- (4) Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Program Employees will administer medication only if:

- (1) Parent(s) complete and sign a Medicine Dispensation Form that provides authorization for Employees to dispense medication with details as to time(s) and dosage(s).
- (2) Prescription medications are in original containers labeled with the Youth's name, a date, directions, and the prescribing physician's name. Employees will administer the medication only as stated on the label. Employees will not administer medication after the expiration date.
- (3) Non-prescription medications are labeled with the Youth's name and the date the medication was brought to the Youth Program. Non-prescription medication must be in the original container. The Employees will administer non-prescription medications only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program Employees.
- (5) Program Employees must ensure medications are inaccessible to Participants.

C. Toilet Facilities

- (1) The Program Site will have adequate indoor toilets and lavatories located and equipped so Youth can use them independently and Program Employees can supervise as needed.
- (2) There must be one (1) flush toilet for every thirty (30) Participants. Urinals may be counted in the ratio of toilets to Participants but must not exceed fifty percent (50%) of the total number of toilets.

D. Sanitation

- (1) The Program Site must have adequate light, ventilation, and heat.
- (2) The Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and

ensure that it will be supplied to the Participants in a safe and sanitary manner.

- (3) Program Employees must see that garbage is removed from buildings daily.

Participants

1. General

- A. Participants must wear tennis shoes daily. Sandals or thongs are not permitted unless approved by Program Employees on certain occasions.
- B. Shoes must be worn at all times, unless the Youth is in the swimming pool or participating in an activity that requires shoes to not be worn.
- C. Youth must respect the Employees, the Program Site, Program Rules, and each other.
- D. Youth may not use the Youth Programs telephone unless it is an emergency with the permission of a Program Employee.



TOWN COUNCIL AGENDA ITEM NO. 24

CONSENT ITEM

DATE: December 6, 2021

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: **Consider approval of the renovation of softball and baseball infields at Bakersfield Park and Gerault Park, from MasterTurf Products and Service, Inc., through the Texas Local Government Purchasing Cooperative, in an amount not-to-exceed \$186,133.00.**

BACKGROUND INFORMATION: The Parks and Recreation Department converted all the infields to the MasterSeal infield mix product at Bakersfield Park and Gerault Park over 10 years ago. Over time, the infields have slowly deteriorated due to the normal wear and tear from the different baseball and softball sporting events and leagues. When the fields are shut down due to inclement weather, staff works tirelessly to accommodate the heavy demand for field usage by blowing or pumping water off the infields causing more deterioration. Laser leveling and adding additional infield mix is needed to improve playability and safety, prevent water from puddling and staying on the infield, and reducing the number of rainouts and cancellations to practices, games, and tournaments.

The renovation project was submitted as a decision package during the FY2021-22 budget process. Funding was approved as part of the Town's annual budget that was adopted by the Town Council on September 20, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to continue maintaining the fields in their current condition and defer maintenance to a later date.

FISCAL IMPACT: \$186,133.00

Proposed Expenditure/(Revenue):

\$186,133.00

Account Number(s):

100-630-33000-5110

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO tw

LEGAL REVIEW: N/A.

ATTACHMENTS:

1. Proposal from MasterTurf Products and Service, Inc.

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

MasterTurf Products and Service, Inc.

1852 Norwood Plaza Suite 201 Hurst, TX 76054 Office • (817) 494-3222 • Cell (817) 929-0166 • Fax (817) 494-3322

November 9, 2021

Jade Olson
Town of Flower Mound
Bakersfield Park
1201 Duncan Lane
Flower Mound, TX 75028

Dear Jade,

The following information is being provided as requested per our meeting and conversations, regarding your Baseball and Softball fields at Bakersfield and Gerault Park: **BuyBoard Contract #611-20**

BASEBALL # 1

Description

Scope of Work: Install 35-50 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 8,157 - 9,833.00

BASEBALL # 2

Description

Scope of Work: Install 50-75 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,833 - 12,670.00

BASEBALL # 3

Description

Scope of Work: Install 50 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,833.00

BASEBALL # 4

Description

Scope of Work: Install 50 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,833.00

BASEBALL # 5

Description

Scope of Work: Install 50-75 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,833 - 12,670.00

BASEBALL # 6

Description

Scope of Work: Install 50-65 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,833 - 11,536.00

BASEBALL # 7**Description**

Scope of Work: Install 125-150 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 18,340 - 21,175.00

BASEBALL # 8**Description**

Scope of Work: Install 125-150 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 18,340 - 21,175.00

SOFTBALL # 9**Description**

Scope of Work: Install 50 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,970.00

SOFTBALL # 10**Description**

Scope of Work: Install 50-65 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,970 - 11,675.00

SOFTBALL # 11**Description**

Scope of Work: Install 50-65 tons of Masterseal Infield Mix, Repair Homeplate areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,970 - 11,675.00

SOFTBALL # 1 - RED**Description**

Scope of Work: Install 50-75 tons of Masterseal Infield Mix, Repair Homeplate and Pitching Mound areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 9,970 - 12,806.00

SOFTBALL # 2 - GREEN**Description**

Scope of Work: Install 75-100 tons of Masterseal Infield Mix, Repair Homeplate and Pitching Mound areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 12,806 - 15,641.00

SOFTBALL # 3 - BLUE**Description**

Scope of Work: Install 75-100 tons of Masterseal Infield Mix, Repair Homeplate and Pitching Mound areas with Clay Bricks and Laser Grade entire infield area.

Price

\$ 12,806 - 15,641.00

TOTAL

\$ 186,133.00

Price is subject to change due to freight and fuel surcharge increases. (Pricing good thru Dec.31, 2021)

Should more Masterseal Infield mix be needed in order to level the field properly, the cost would be on a per ton basis. This cannot be determined until we start spreading the infield mix. **You will only be billed for Infield Mix shipped, if we deliver less material than quoted above.**

All sprinkler heads need to be identified around areas being worked on, along with entering and exiting the field.

Should you have any questions, feel free to contact me at your convenience.

Sincerely,

Stan Standridge, Jr.
MasterTurf Products and Service, Inc.



TOWN COUNCIL AGENDA ITEM NO. 25

CONSENT ITEM

DATE: December 6, 2021

FROM: Mark Long, Assistant Director of Parks and Recreation

ITEM: **Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2022 Independence Fest. (The Parks Board recommended approval by a vote of 6 to 0 at its September 2, 2021 meeting).**

BACKGROUND INFORMATION: Staff is requesting approval of the sale of alcoholic beverages (beer and wine) at the 2022 Independence Fest that will be held on Monday, July 4 at Bakersfield Park. On October 19, 2020, the Town Council unanimously approved alcohol sales for the festival that was held on July 4, 2021. The Town has allowed the sale of alcoholic beverages for the Wild About Flower Mound Festival and the Independence Fest since 2009. There have been no issues or concerns related to the sale of alcoholic beverages during any of the previous events.

The sale of alcoholic beverages on park property requires Parks Board consideration and the Town Council's approval since the event will be held at Bakersfield Park, as stipulated in [Sec. 54-31\(b\)\(2\)](#) of the Town's Code of Ordinances.

Similar to what was planned for previous events, the Town will secure a third-party retailer to handle the sale of alcoholic beverages. The retailer will take on the risk and liability of selling alcohol at the festival. Additionally, the retailer will acquire all appropriate licenses and permits from the Texas Alcoholic Beverage Commission and name the Town as an additional insured on their liability insurance. The Town will be paid a 25% commission of the total beverage sales.

If approved for the event, alcohol would be prohibited from being taken out of the fenced in festival area. This would be controlled by fencing, signage, police officers, and festival security staff. With the festival taking place on Independence Day, staff will again work with the Flower Mound Youth Sports Association to not schedule their AAYBA World Series baseball tournament the week leading up to the event.

If the sale of alcohol is not approved for the event, the Town could lose significant sponsorship opportunities and the revenue stream created by the sale of alcoholic beverages. For the 2021 festival, Budweiser sponsored the festival by contributing \$3,000, donating the backdrops for the stage, and produced event signage. In addition, the Town received \$14,215.50 in commissions from the sale of beverages.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its September 2, 2021, regular meeting.

ALTERNATIVES/OPTIONS: The Town Council could deny the request and alcoholic beverages would not be sold at the 2022 Independence Fest.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENT (LINK):

1. [Draft minutes from the September 2, 2021, Regular Parks Board meeting](#)

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



TOWN COUNCIL AGENDA ITEM NO. 26 REGULAR ITEM

DATE: December 6, 2021

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the Master Plan (MPA21-0007 – Emerald Place) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Low Density Residential uses. The property is generally located west of Wager Road and south of Kirkpatrick Lane. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting. Town Council moved to postpone the item by a vote of 4 to 1 at its October 4, 2021, meeting.)*



SUMMARY DATA:

- Lot Size – 22.191 acres
- MPA Request – Change land use from Estate Residential uses to Low Density Residential uses, minimum 15,000 square foot lots
- SMARTGrowth – Passed
- Traffic Analysis – Passed

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. The applicant's request has changed since this item was considered by Town Council on October 4, 2021. The applicant's previous request was for Medium Density uses (minimum lot size of 10,000 sq. ft.) for the subject property.

ATTACHMENTS:

1. [Planning & Zoning Commission Staff Report Link](#)
2. Draft Ordinance
3. Updated Master Plan Exhibit

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, "LAND USE PLAN," OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE DESIGNATION REFLECTED ON THE LAND USE PLAN MAP FROM ESTATE RESIDENTIAL USES TO LOW DENSITY RESIDENTIAL USES ON APPROXIMATELY 22.191 ACRES OF LAND BEING A PORTION OF LOT 2, BLOCK A OF THE WAGER ROAD SCHOOL ADDITION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations of the Code of Ordinances of the Town of Flower Mound, the owner of the property described as approximately 22.191 acres of land being a portion of Lot 2, Block A of the Wager Road School Addition, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Estate Residential Uses to Medium Density Residential Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on September 13, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 6, 2021, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code; Chapter 78 of the Land Development Regulations; and all other laws dealing with notice, publication, and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 22.191 acres of land being a portion of Lot 2, Block A of the Wager Road School Addition, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Ordinance No. _____

Page 2

Section 1.0, "Land Use Plan," of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Estate Residential Uses to Low Density Residential Uses for the approximately 22.191 acres of the project area depicted on Exhibit "B," attached hereto and incorporated herein for all purposes.

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 3

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

SECTION 4

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 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6TH DAY OF DECEMBER, 2021.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



Old Town Surveying, LLC

Professional Land Surveyors

579 N. Valley Pkwy., Ste. 120, Lewisville, Texas, 75067
Ph. 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

Emerald Place

Field Notes Description:

BEING a 22.191 acre portion of Lot 2, Block A of Wager Road School Addition, an addition to the Town of Flower Mound, according to the plat thereof recorded in Cabinet U, Page 503, Plat Records, Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the southwest corner of said Lot 2, same point being the northwest corner of a tract of land described by deed to Jonathan Aldis and Heather Aldis, recorded under Document Number 2014-30883, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same point being the northeast corner of a tract of land described by deed to Muriel C. McFarling and spouse, Robert B. McFarling, recorded under Instrument Number 2006-46392, O.P.R.D.C.T.;

THENCE North 00 degrees 00 minutes 00 seconds East, with the west line of said lot 2, a distance of 1102.32 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner;

THENCE South 90 degrees 00 minutes 00 seconds East, over and across said Lot 2, a distance of 127.29 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 49 degrees 45 minutes 09 seconds East, over and across said Lot 2, a distance of 37.89 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a non-tangent curve to the right, having a radius of 60.00 feet;

THENCE over and across said Lot 2, with said curve to the right, through a central angle of 197 degrees 18 minutes 43 seconds, whose chord bears South 41 degrees 05 minutes 48 seconds East at 118.63 feet, an arc length of 206.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the left, having a radius of 15.50 feet;

THENCE over and across said Lot 2, with said curve to the left, through a central angle of 57 degrees 33 minutes 34 seconds, whose chord bears South 28 degrees 46 minutes 47 seconds West at 14.93 feet, an arc length of 15.57 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, over and across said Lot 2, a distance of 9.36 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 88 degrees 47 minutes 21 seconds East, over and across said Lot 2, a distance of 156.53 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 89 degrees 44 minutes 28 seconds East, over and across said Lot 2, a distance of 229.48 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 88 degrees 28 minutes 58 seconds East, over and across said Lot 2, a distance of 83.12 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 89 degrees 44 minutes 28 seconds East, over and across said Lot 2, a distance of 105.92 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 82 degrees 35 minutes 04 seconds East, over and across said Lot 2, a distance of 46.83 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 89 degrees 14 minutes 55 seconds East, over and across said Lot 2, a distance of 101.74 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the west right-of-way line of Wager Road;

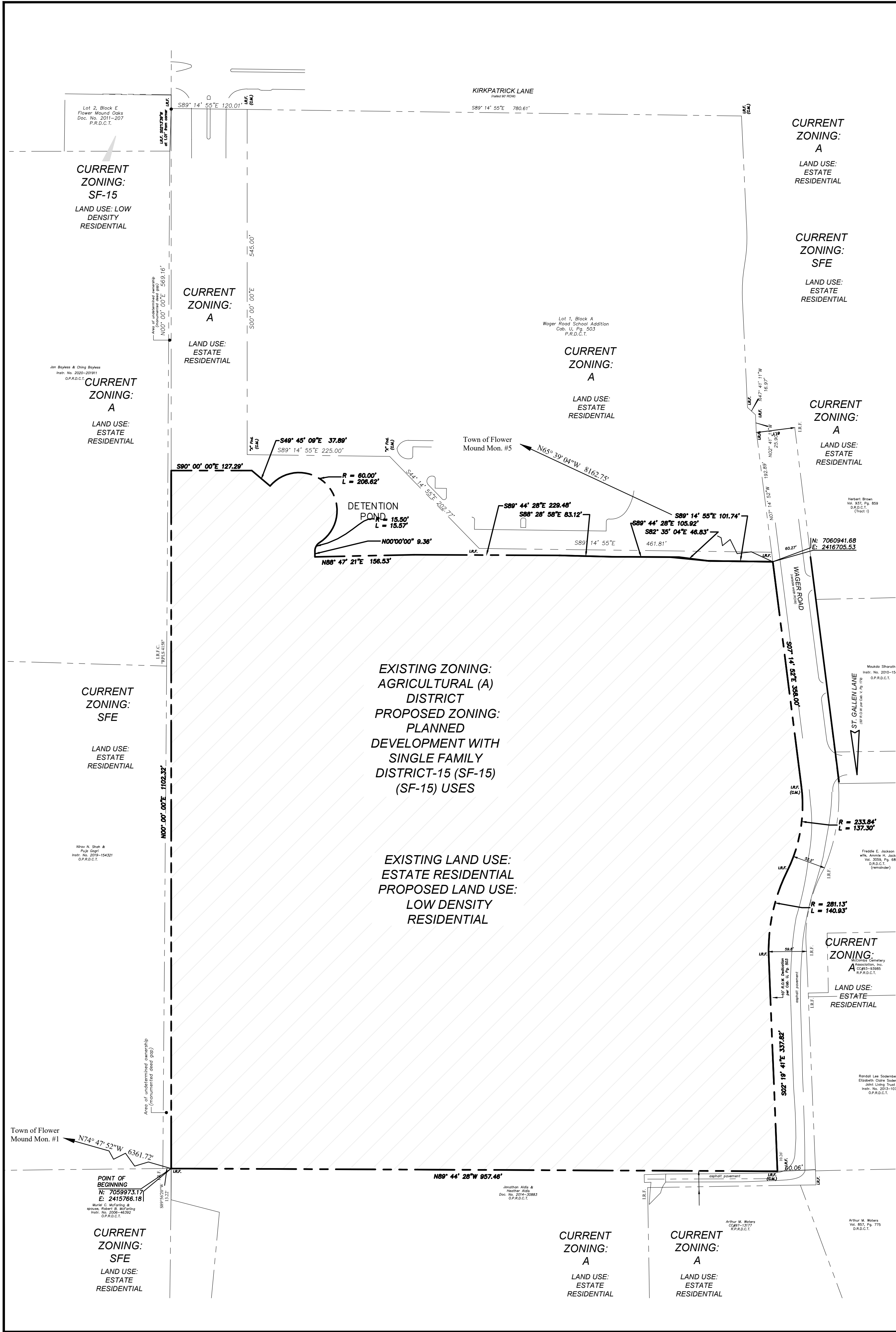
THENCE South 07 degrees 14 minutes 52 seconds East, a distance of 358.00 feet to a 1/2 inch iron rod found for corner being the beginning of a curve to the right, having a radius of 233.84 feet;

THENCE with said curve to the right, through a central angle of 33 degrees 38 minutes 31 seconds, whose chord bears South 09 degrees 34 minutes 23 seconds West at 135.34 feet, an arc length of 137.30 feet to a 1/2 inch iron rod found for corner being the beginning of a curve to the left, having a radius of 281.13 feet;

THENCE with said curve to the left, through a central angle of 28 degrees 43 minutes 20 seconds, whose chord bears South 12 degrees 01 minutes 59 seconds West at 139.46 feet, an arc length of 140.93 feet to a 1/2 inch iron rod found for corner;

THENCE South 02 degrees 19 minutes 41 seconds East, with the east line of said Lot 2, a distance of 337.82 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 44 minutes 28 seconds West, with the south line of said Lot 2, a distance of 957.46 feet to the **POINT OF BEGINNING** and containing 22.191 acres of land, more or less.



PROPERTY DESCRIPTION

BEING a 22.191 acre portion of Lot 2, Block A of Wager Road School Addition, an addition to the Town of Flower Mound, according to the plat thereof recorded in Cabinet U, Page 503, Plat Records, Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the southwest corner of said Lot 2, same point being the northwest corner of a tract of land described by deed to Jonathan Aldis and Heather Aldis, recorded under Document Number 2014-30883, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same point being the northeast corner of a tract of land described by deed to Muriel C. McFarling and spouse, Robert B. McFarling, recorded under Instrument Number 2006-46392, O.P.R.D.C.T.;

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THENCE North 89 degrees 44 minutes 28 seconds West, with the south line of said Lot 2, a distance of 957.46 feet to the **POINT OF BEGINNING** and containing 22.191 acres of land, more or less.

OWNER:
Lewisville Independent School District
1565 W. Main Street
Lewisville, TX 75067

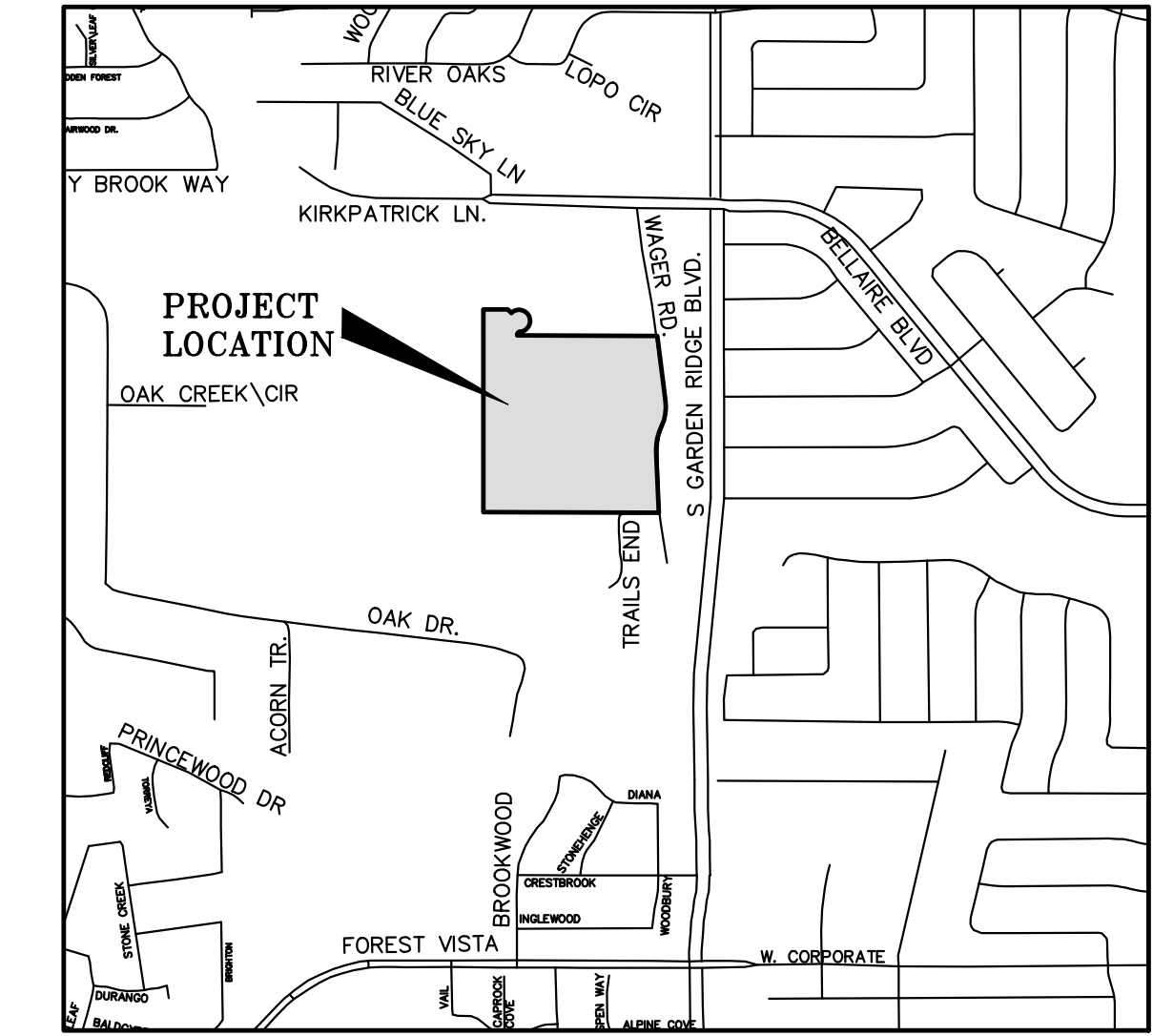
DEVELOPER/APPLICANT:
Rembert Enterprises, Inc.
3625 Bonanza Lane
Flower Mound, TX 75022
CONTACT: Reginald Rembert
214-213-5982

ENGINEER:
Ridinger Associates, Inc.
550 S. Edmonds Ln. Suite 101
Lewisville, TX 75067
CONTACT: Dale Ridinger
972-353-8000 Office
972-353-8011 Fax

EMERALD PLACE
RESIDENTIAL SUBDIVISION
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
Town of Flower Mound
Denton County, Texas

LEGEND

D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
---	PROPERTY BOUNDARY
- - -	ADJACENT PROPERTY BOUNDARY



VICINITY MAP
N.T.S.

MASTER PLAN FEATURES	
Land Use Plan	Existing: Estate Residential, Proposed: Low Density Residential
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail from Wager to West Boundary
Open Space Plan	N/A
Thoroughfare Plan	Wager Road - Collector & Residential
Water Plan	Existing 8" WM, E. Side of Wager Road
Wastewater Plan	Connect to existing SS manhole at SW Property Line.

No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners

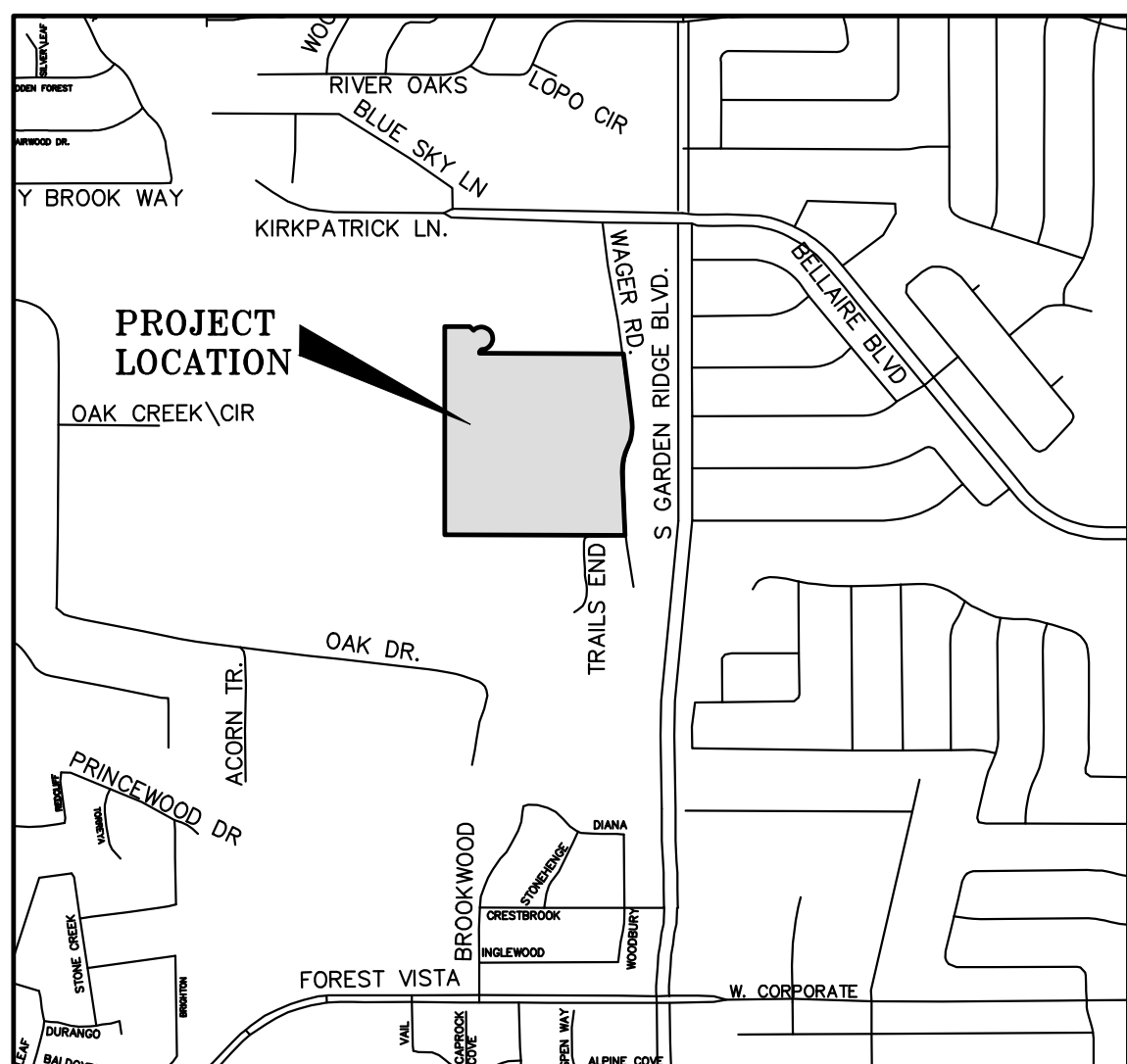
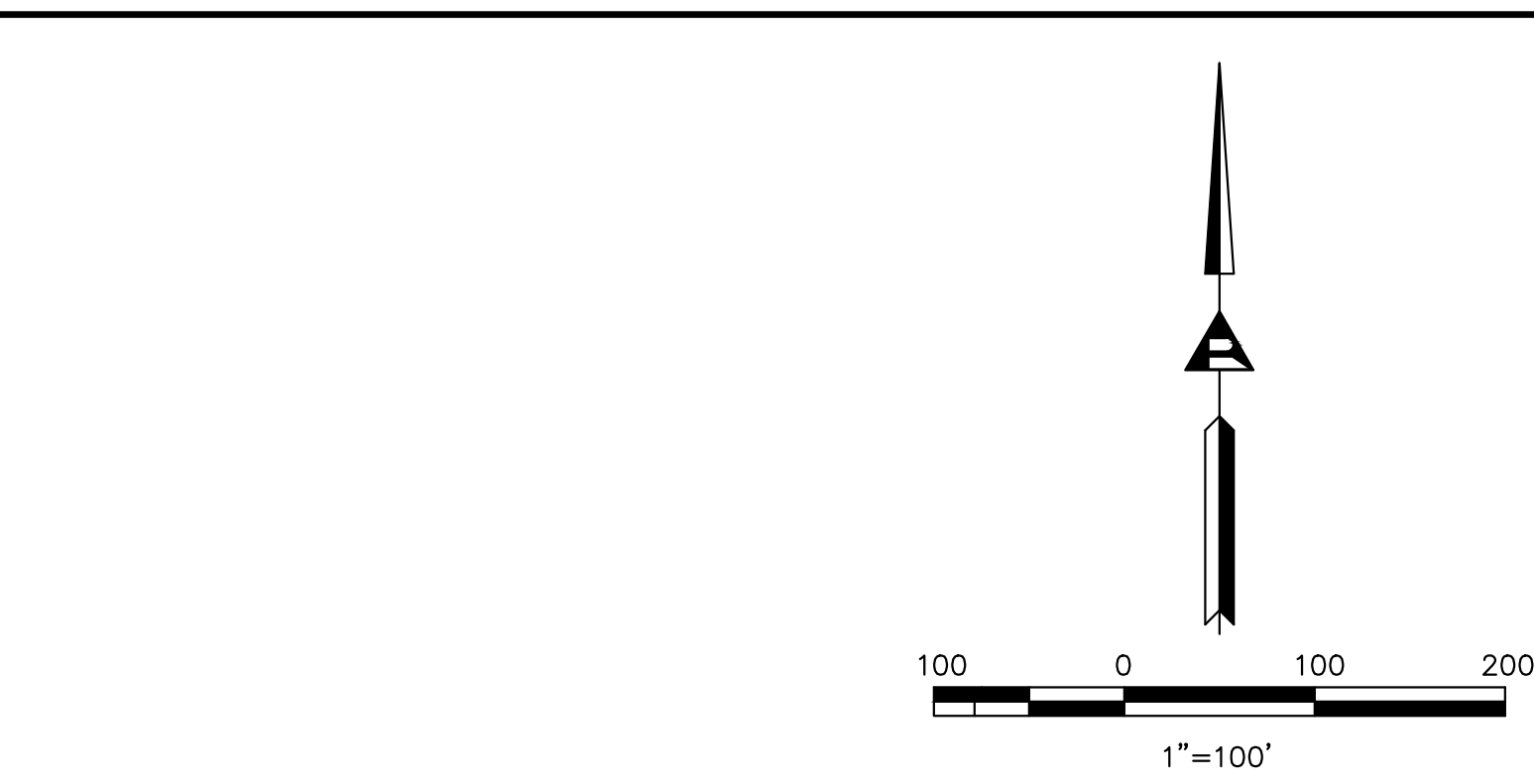
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
(972) 353-8001
Fax No. (972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

MASTER PLAN AMENDMENT
EXHIBIT

Scale: 1" = 100'	Designed by: LDR	Drawn by: JWH	Checked by: LDR	Date: NOVEMBER 29, 2021	Project No. 035-033
SHEET 1					



VICINITY MAP
N.T.S.

LEGEND

D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
— — — — —	PROPERTY BOUNDARY
— — — — —	ADJACENT PROPERTY BOUNDARY

MASTER PLAN FEATURES	
Land Use Plan	Existing: Estate Residential, Proposed: Low Density Residential
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail from Wager to West Boundary
Open Space Plan	N/A
Thoroughfare Plan	Wager Road – Collector & Residential
Water Plan	Existing 8" WM, E. Side of Wager Road
Wastewater Plan	Connect to existing SS manhole at SW Property Line.

EMERALD PLACE
RESIDENTIAL SUBDIVISION
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
Town of Flower Mound
Denton County, Texas

OWNER:	DEVELOPER/APPLICANT:	ENGINEER:
Lewisville Independent School District 1565 W. Main Street Lewisville, TX 75067	Rembert Enterprises, Inc. 3625 Bonanza Lane Flower Mound, TX 75022 CONTACT: Reginald Rembert 214-213-5982	Ridinger Associates, Inc. 550 S. Edmonds Ln. Suite 101 Lewisville, TX 75067 CONTACT: Dale Ridinger 972-353-8000 Office 972-353-8001 Cell

SHEET 1	Scale: 1" = 100'		MASTER PLAN AMENDMENT EXHIBIT	EMERALD PLACE RESIDENTIAL SUBDIVISION FLOWER MOUND, TEXAS	 Ridinger Associates, Inc. <i>Civil Engineers - Planners</i> Firm No. 1969 550 S. Edmonds Lane, Suite 101 Lewisville, Texas 75067 Tel. No. (972) 353-8000 Fax No. (972) 353-8011	No.	Date	Revisions	App.
	Designed by: LDR								
	Drawn by: JWH								
	Checked by: LDR								
	Date: NOVEMBER 29, 2021								
Project No. 035-033									



TOWN COUNCIL AGENDA ITEM NO. 27

REGULAR ITEM

DATE: December 6, 2021

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD21-0005 – Emerald Place) from Agricultural District uses to Planned Development District No. 183 (PD-183) with Single Family District-15 (SF-15) uses and with certain modifications and exceptions to the Code of Ordinances. The property is generally located west of Wager Road and south of Kirkpatrick Lane. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting. Town Council moved to postpone the item by a vote of 5 to 0 at its October 4, 2021, meeting.)*



SUMMARY DATA:

- Lot Size – 22.191 acres
- Proposed Zoning – PD for SF-15 (Single Family District – 15)
- Proposed Lots – 44 Buildable Lots for density of 1.98 units per acre
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Modifications – Increased Lot Coverage, Decreased Minimum Rear Yard Setback,
- Exception – Request for dry retention areas in lieu of the required wet retention ponds.
- Incentives – N/A

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

During P&Z's deliberations, they discussed several concerns about the proposed development, including the density and lot size in relation to nearby development, impact on existing trees, increased

traffic, lot coverage and drainage.

The applicant's request has changed since it was considered by the Town Council on October 4, 2021, as follows:

- The previous request was for a PD with Single Family District-10 (SF-10) uses with certain modifications to the Code of Ordinances. It is now a request for a PD with Single Family District-15 (SF-15) uses with certain modifications and exceptions to the Code of Ordinances.
- The requested minimum residential lot size was 10,000 square-feet. It is now 15,000 square-feet.
- The requested maximum number of buildable residential lots was 54 lots. It is now 44 lots.
- The requested minimum lot width was 80-feet, which was wider than the base zoning district (SF-10) required (70-feet). It is now still 80-feet, which matches the minimum lot width required in the base SF-15 zoning district.

- The requested minimum rear yard setback was 25-feet, which matched the minimum rear yard setback required in the base zoning district (SF-10). It is now still 25-feet, which is less than the minimum rear yard setback required in the base SF-15 zoning district (30-feet)
- The requested minimum floor area per unit was 2,400 square-feet, which was larger than the base zoning district (SF-10) required (1,800 square-feet). It is now 1,800 square-feet, which matches the minimum floor area per unit required in the base SF-15 zoning district.
- The requested maximum lot coverage was 50 percent, which was more than the base zoning district (SF-10) allowed (40 percent). It is now 40 percent, which is more than the base SF-15 zoning district allows (35 percent).
- The applicant is now limiting residential building height to one-story on three of the five lots that abut the property to the south of the site.
- The applicant is now constructing an eight-foot-tall wood fence along the southern property line adjacent to all single-family lots that abut the southern property line.
- The applicant is now requesting an exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. Dry retention areas would be permitted if this exception is granted.
- The requested street buffer landscape plan has been adjusted to reflect smaller trees at a three to one ratio beneath the power lines that Coserv has required to stay in place. The smaller trees will comply with the Town and Coserv's requirements regarding planting trees beneath overhead power lines.

ATTACHMENTS:

1. [Planning & Zoning Commission Staff Report Link](#)
2. Draft Ordinance
3. Updated Letter of Intent and Conceptual Plans

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 22.191 ACRES OF LAND BEING A PORTION OF LOT 2, BLOCK A OF THE WAGER ROAD SCHOOL ADDITION, FROM AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT-183 (PD-183) WITH SINGLE FAMILY DISTRICT-15 (SF-15) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 22.191 acres of land being a portion of Lot 2, Block A of the Wager Road School Addition, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Planned Development District-183 (PD-183) with Single Family District-15 (SF-15) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on September 13, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 6, 2021, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 22.191 acres of land being a portion of Lot 2, Block A of the Wager Road School Addition, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District-183 (PD-183) with Single Family District-15 (SF-15) uses.

SECTION 2

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan, of the proposed Planned Development District No. 183 (PD-183), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Development District No. 183 (PD-183).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 183 (PD-183), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6

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

SECTION 7

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

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6TH DAY OF DECEMBER, 2021.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



Old Town Surveying, LLC

Professional Land Surveyors

579 N. Valley Pkwy., Ste. 120, Lewisville, Texas, 75067
Ph. 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

Emerald Place

Field Notes Description:

BEING a 22.191 acre portion of Lot 2, Block A of Wager Road School Addition, an addition to the Town of Flower Mound, according to the plat thereof recorded in Cabinet U, Page 503, Plat Records, Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the southwest corner of said Lot 2, same point being the northwest corner of a tract of land described by deed to Jonathan Aldis and Heather Aldis, recorded under Document Number 2014-30883, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same point being the northeast corner of a tract of land described by deed to Muriel C. McFarling and spouse, Robert B. McFarling, recorded under Instrument Number 2006-46392, O.P.R.D.C.T.;

THENCE North 00 degrees 00 minutes 00 seconds East, with the west line of said lot 2, a distance of 1102.32 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner;

THENCE South 90 degrees 00 minutes 00 seconds East, over and across said Lot 2, a distance of 127.29 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 49 degrees 45 minutes 09 seconds East, over and across said Lot 2, a distance of 37.89 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a non-tangent curve to the right, having a radius of 60.00 feet;

THENCE over and across said Lot 2, with said curve to the right, through a central angle of 197 degrees 18 minutes 43 seconds, whose chord bears South 41 degrees 05 minutes 48 seconds East at 118.63 feet, an arc length of 206.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the left, having a radius of 15.50 feet;

THENCE over and across said Lot 2, with said curve to the left, through a central angle of 57 degrees 33 minutes 34 seconds, whose chord bears South 28 degrees 46 minutes 47 seconds West at 14.93 feet, an arc length of 15.57 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, over and across said Lot 2, a distance of 9.36 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 88 degrees 47 minutes 21 seconds East, over and across said Lot 2, a distance of 156.53 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 89 degrees 44 minutes 28 seconds East, over and across said Lot 2, a distance of 229.48 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

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THENCE South 89 degrees 14 minutes 55 seconds East, over and across said Lot 2, a distance of 101.74 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the west right-of-way line of Wager Road;

THENCE South 07 degrees 14 minutes 52 seconds East, a distance of 358.00 feet to a 1/2 inch iron rod found for corner being the beginning of a curve to the right, having a radius of 233.84 feet;

THENCE with said curve to the right, through a central angle of 33 degrees 38 minutes 31 seconds, whose chord bears South 09 degrees 34 minutes 23 seconds West at 135.34 feet, an arc length of 137.30 feet to a 1/2 inch iron rod found for corner being the beginning of a curve to the left, having a radius of 281.13 feet;

THENCE with said curve to the left, through a central angle of 28 degrees 43 minutes 20 seconds, whose chord bears South 12 degrees 01 minutes 59 seconds West at 139.46 feet, an arc length of 140.93 feet to a 1/2 inch iron rod found for corner;

THENCE South 02 degrees 19 minutes 41 seconds East, with the east line of said Lot 2, a distance of 337.82 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 44 minutes 28 seconds West, with the south line of said Lot 2, a distance of 957.46 feet to the **POINT OF BEGINNING** and containing 22.191 acres of land, more or less.

Exhibit B Development Standards

Planned Development District - 183 (PD-183) Emerald Place

The development on the property comprising approximately 22.191 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.

- a. Exhibit "C:" Conceptual Site Plan;
- b. Exhibit "D:" Conceptual Landscape Plan.

B. PERMITTED USES. The uses listed as Permitted Uses in the Single-Family District-15 (SF-15) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C."

C. SPECIFIC USES. The uses listed as Specific Uses in the Single-Family District-15 (SF-15) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" upon approval of a Specific Use Permit (SUP) by the Town Council.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Single-Family District-15 (SF-15) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" only upon approval of a Temporary Use Permit in accordance with the procedures and standards of Section 78-87 of the Land Development Code, "Temporary Use Permits."

E. DIMENSIONAL REGULATIONS. The dimensional regulations listed in the Single-Family District-15 (SF-15) in the Town's Zoning Ordinance shall be required for this Planned Development except as modified below:

- 1. Minimum rear yard shall be 25 feet, subject to section 98-1028;
- 2. Maximum lot coverage shall be 40 percent for all uses, subject to Section 98-1029;
- 3. Maximum structure height for Lots 11, 12 and 13, Block E as shown on Exhibit "C" shall be one story for all uses, subject to Section 98-1031; and

F. LANDSCAPE STANDARDS. Landscaping shall be in accordance with the Town's landscape ordinance, as amended, as shown on Exhibit "D."

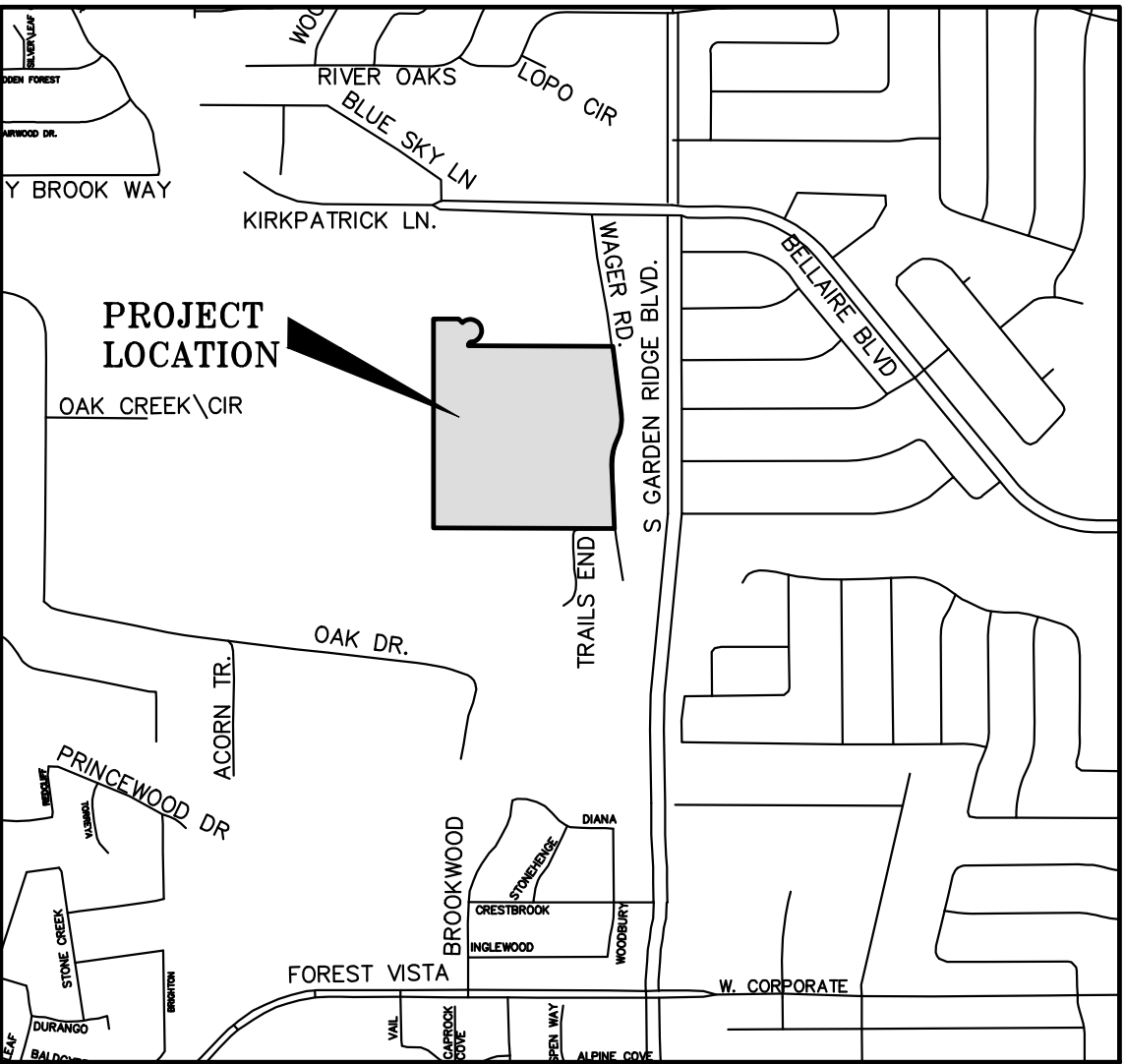
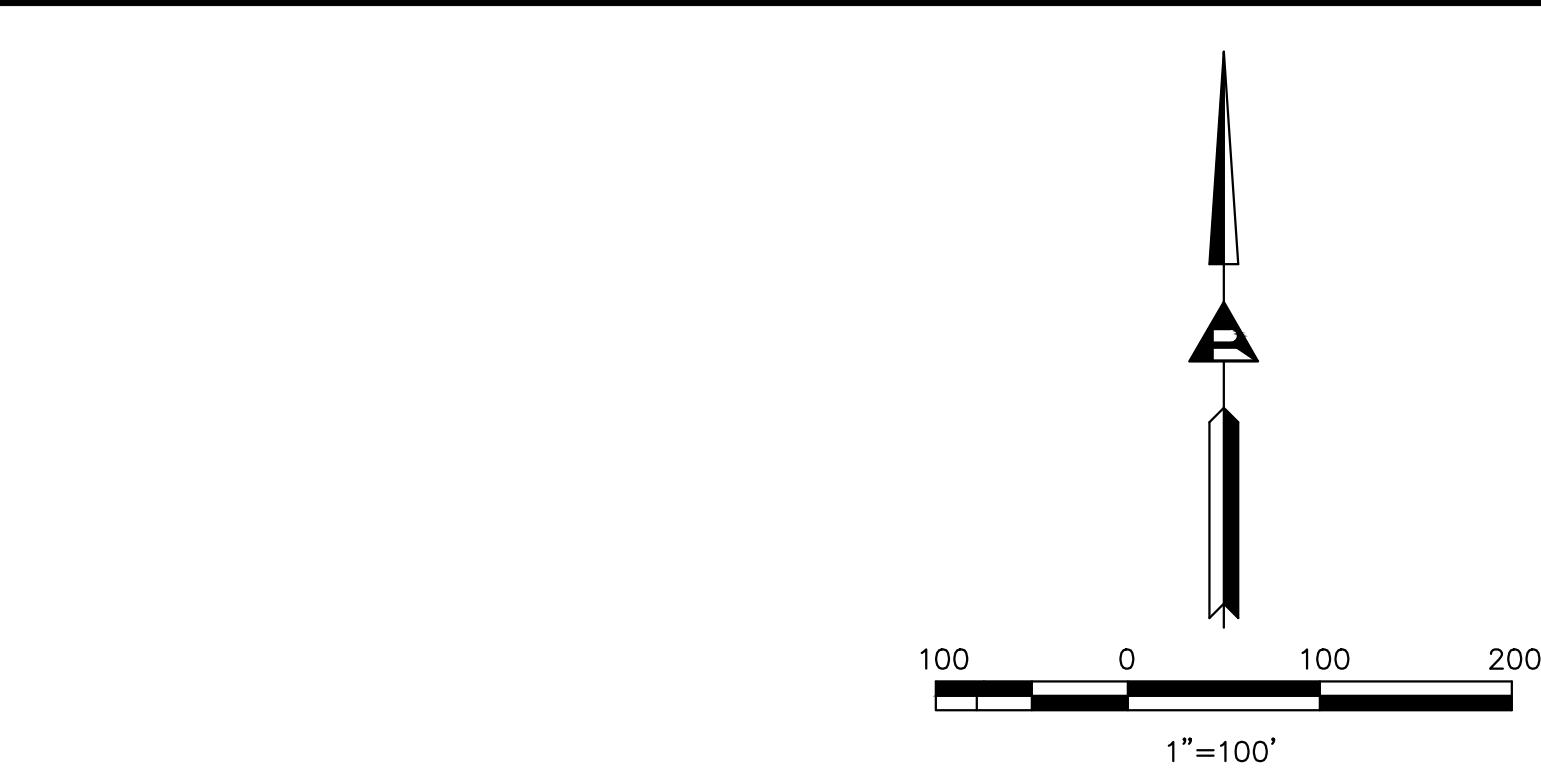
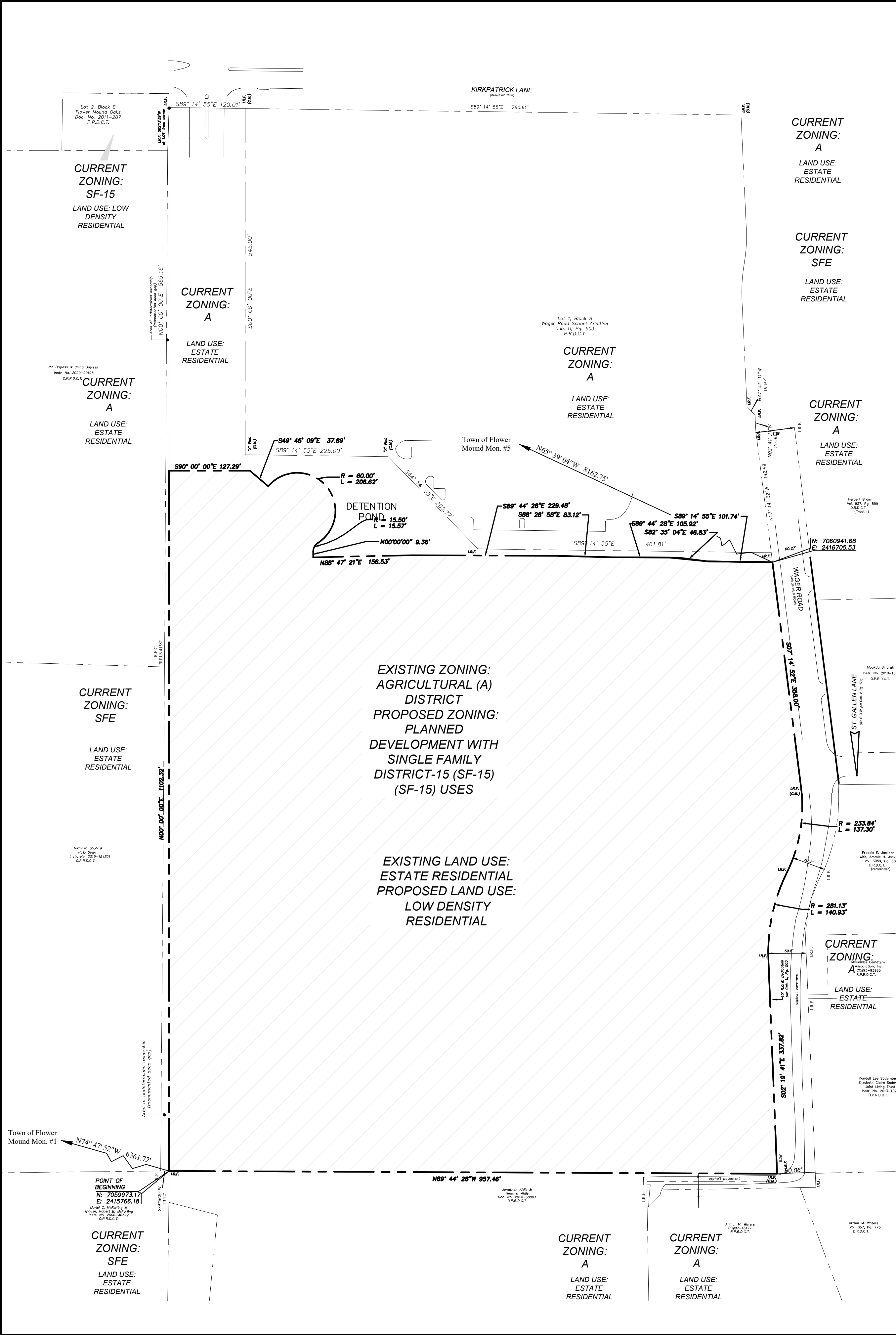
G. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to the approved Environmental Protection Plan.

ORDINANCE NO. _____**Page 2****H. MISCELLANEOUS.**

1. At the time the application for a Development Plan is submitted to the Town, a four-foot-wide pedestrian easement shall be provided outside of the proposed right-of-way along the southern side of Street 'C' as depicted on Exhibit "C" to accommodate the required hike and bike trail.
2. Prior to Town acceptance of the Emerald Place subdivision, an eight-foot-tall wood fence must be constructed along the southern property line adjacent to all single-family lots that abut the southern property line.
3. Maximum number of buildable single-family lots shall be 44 as shown on Exhibit "C."

I. EXCEPTIONS.

1. An exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. Dry retention areas are permitted as shown on Exhibit "D."



VICINITY MAP
N.T.S.

LEGEND	
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
---	PROPERTY BOUNDARY
- - -	ADJACENT PROPERTY BOUNDARY

PROPERTY DESCRIPTION

BEING a 22.191 acre portion of Lot 2, Block A of Wager Road School Addition, an addition to the Town of Flower Mound, according to the plat thereof recorded in Cabinet U, Page 503, Plat Records, Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

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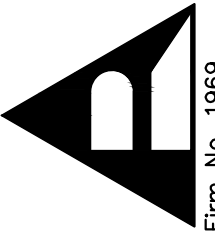
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OWNER:	DEVELOPER/APPLICANT:	ENGINEER:
Lewisville Independent School District 1565 W. Main Street Lewisville, TX 75067	Rembert Enterprises, Inc. 3625 Bonanza Lane Flower Mound, TX 75022 CONTACT: Reginald Rembert 214-213-5982	Ridinger Associates, Inc. 550 S. Edmonds Ln. Suite 101 Lewisville, TX 75067 CONTACT: Dale Ridinger 972-353-8000 Office 972-353-8011 Fax

EMERALD PLACE
RESIDENTIAL SUBDIVISION
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
Town of Flower Mound
Denton County, Texas

No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners



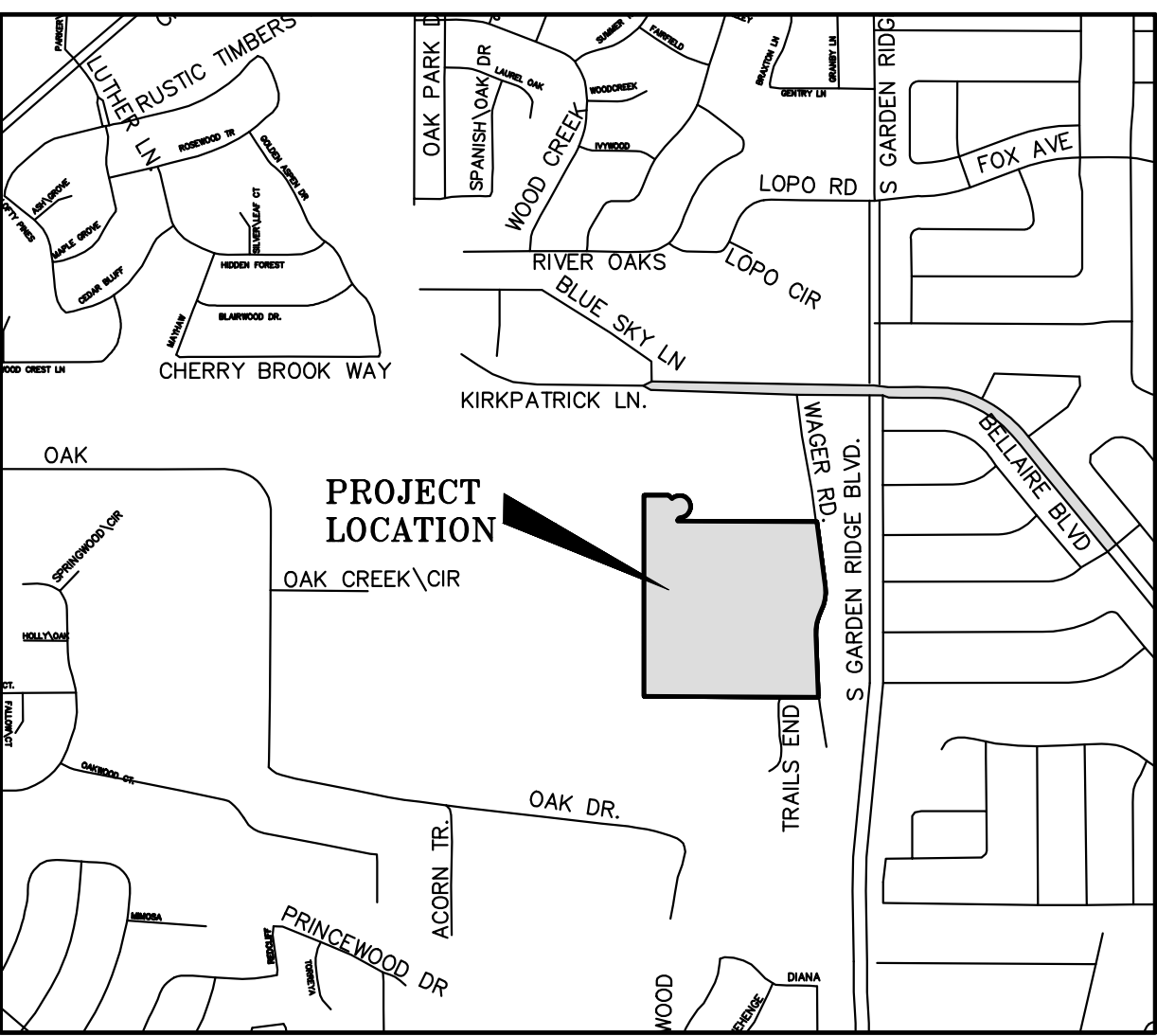
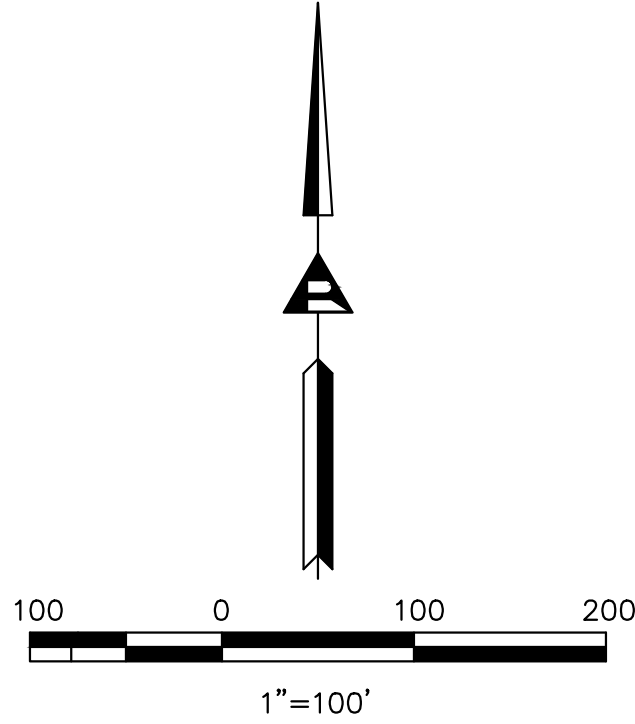
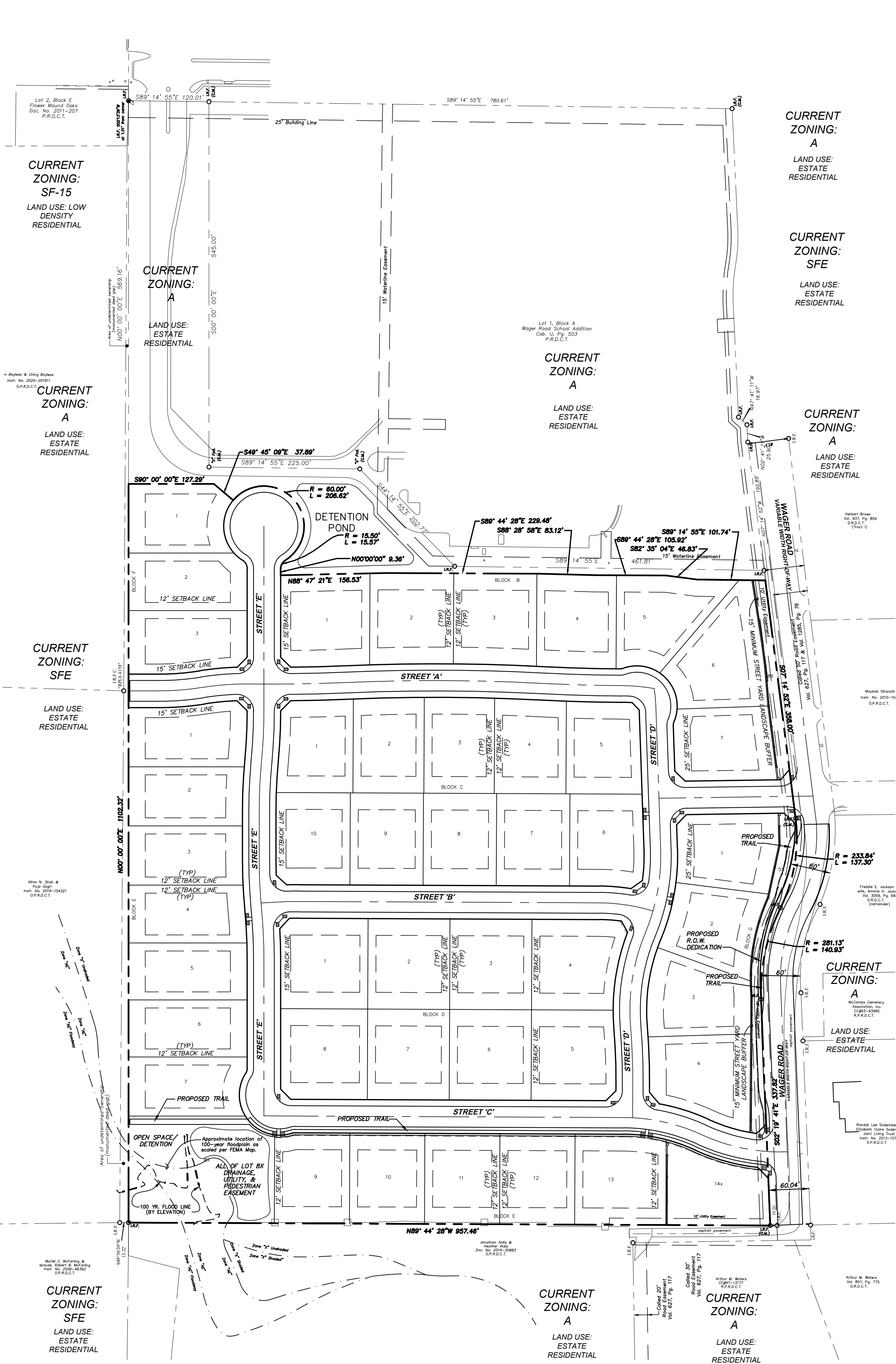
Firm No. 1969
550 S. Edmonds
Lewisville, Texas
Suite 101
Tel. No. (972) 353-8000
Fax. No. (972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

MASTER PLAN AMENDMENT
EXHIBIT

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: NOVEMBER 29, 2021
Project No. 035-033

SHEET
1



VICINITY MAP
N.T.S.

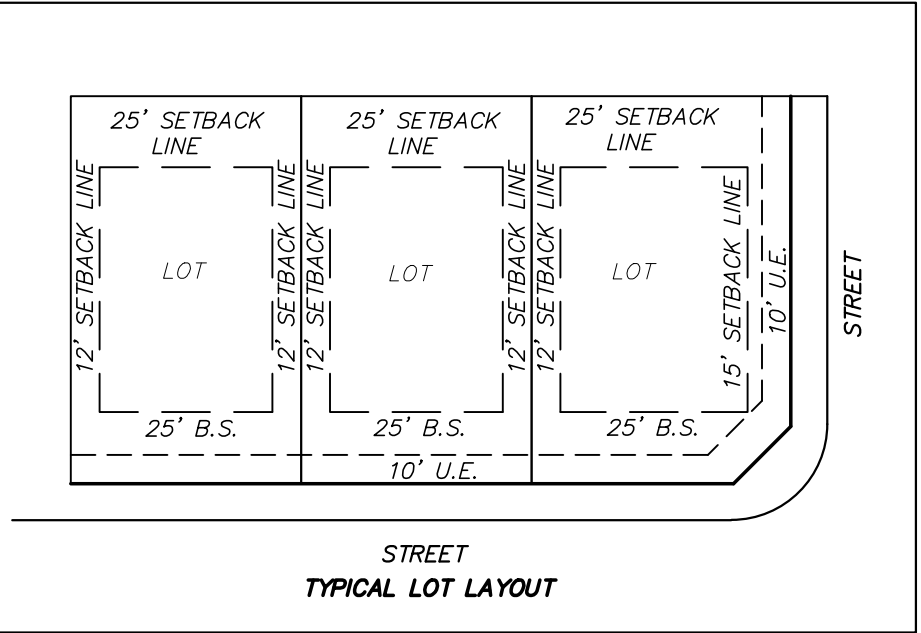
BLOCK	LOT	LOT SQ.FT.	LOT ACRES
B	1	18,152	
B	2	16,957	
B	3	16,895	
B	4	16,550	
B	5	17,400	
B	6	19,543	
B	7	15,824	
B	8X	5,610	0.129
C	1	15,155	
C	2	15,015	
C	3	15,013	
C	4	15,017	
C	5	15,164	
C	6	15,072	
C	7	15,018	
C	8	15,004	
C	9	15,004	
C	10	15,082	
D	1	17,505	
D	2	16,511	
D	3	16,511	
D	4	17,516	
D	5	16,770	
D	6	16,511	
D	7	16,511	
D	8	17,389	
E	1	16,089	
E	2	15,035	
E	3	15,023	
E	4	15,027	
E	5	15,042	
E	6	15,063	
E	7	15,052	
E	8X	33,897	0.778
E	9	15,073	
E	10	15,131	
E	11	15,131	
E	12	15,131	
E	13	18,209	
E	14X	15,590	0.358
F	1	15,021	
F	2	15,010	
F	3	15,969	
G	1	16,249	
G	2	15,691	
G	3	16,302	
G	4	18,156	
G	5X	9,076	0.208

LEGEND	
---	LOT LINE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
---	PROPERTY BOUNDARY
---	ADJACENT PROPERTY BOUNDARY
---	PROPOSED R.O.W.
---	PROPOSED EDGE OF PAVEMENT

PROJECT DATA TABLE	
GROSS SITE AREA	22.191 ACRES
PROPOSED USE	PD FOR SINGLE FAMILY DISTRICT-15 (SF-15) USES
CURRENT ZONING	AGRICULTURAL
OPEN SPACE	
PRIVATE OPEN SPACE LOTS	1.473 ACRES
TOTAL OPEN SPACE	1.473 ACRES
PROPOSED LOTS	
RESIDENTIAL	44 LOTS
RESIDENTIAL LOTS AREA	16.173 ACRES
MIN. RESIDENTIAL LOT SIZE	15,004 S.F.
MAX. RESIDENTIAL LOT SIZE	19,543 S.F.
AVG. RESIDENTIAL LOTS SIZE	16,011 S.F.
PRIVATE OPEN SPACE X-LOTS	4 LOTS
TOTAL ALL LOTS	48 LOTS

DEVELOPMENT DATA	
PROPOSED USE:	PD FOR SINGLE FAMILY DISTRICT-15 (SF-15) USES
CURRENT ZONING:	AGRICULTURAL
TOTAL GROSS LAND AREA:	±22.191 ACRES
TOTAL AREA OF LOTS =	16.171 AC. 72.87%
MINIMUM LOT AREA:	15,000 S.F.
MINIMUM LOT WIDTH:	80.0 FT.
MINIMUM FLOOR AREA:	1,800 S.F.
MINIMUM FRONT YARD:	25 FT.
MINIMUM SIDE YARD:	12 FT.
MINIMUM REAR YARD:	25 FT. SEE PD-183
MAXIMUM LOT COVERAGE:	40% SEE PD-183
MAXIMUM HEIGHT:	3/35 FT.

MASTER PLAN FEATURES	
Land Use Plan	Existing: Estate Residential Proposed: Low Density Residential
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail from Wager to West Boundary
Open Space Plan	N/A
Thoroughfare Plan	Wager Road - Collector & Residential
Water Plan	Existing 8" WM, E. Side of Wager Road
Wastewater Plan	Connect to existing SS manhole at SW Property Line.



OWNER:	DEVELOPER/APPLICANT:	ENGINEER:
Lewisville Independent School District 1565 W. Main Street Lewisville, TX 75067	Rembert Enterprises, Inc. 3625 Bonanza Lane Flower Mound, TX 75022 CONTACT: Reginald Rembert 214-213-5982	Ridinger Associates, Inc. 550 S. Edmonds Ln. Suite 101 Lewisville, TX 75067 CONTACT: Jason Kilpatrick 972-353-8000 Office 972-353-8011 Fax

EMERALD PLACE
RESIDENTIAL SUBDIVISION
Being 44 Buildable Lots & 4 X-Lots
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
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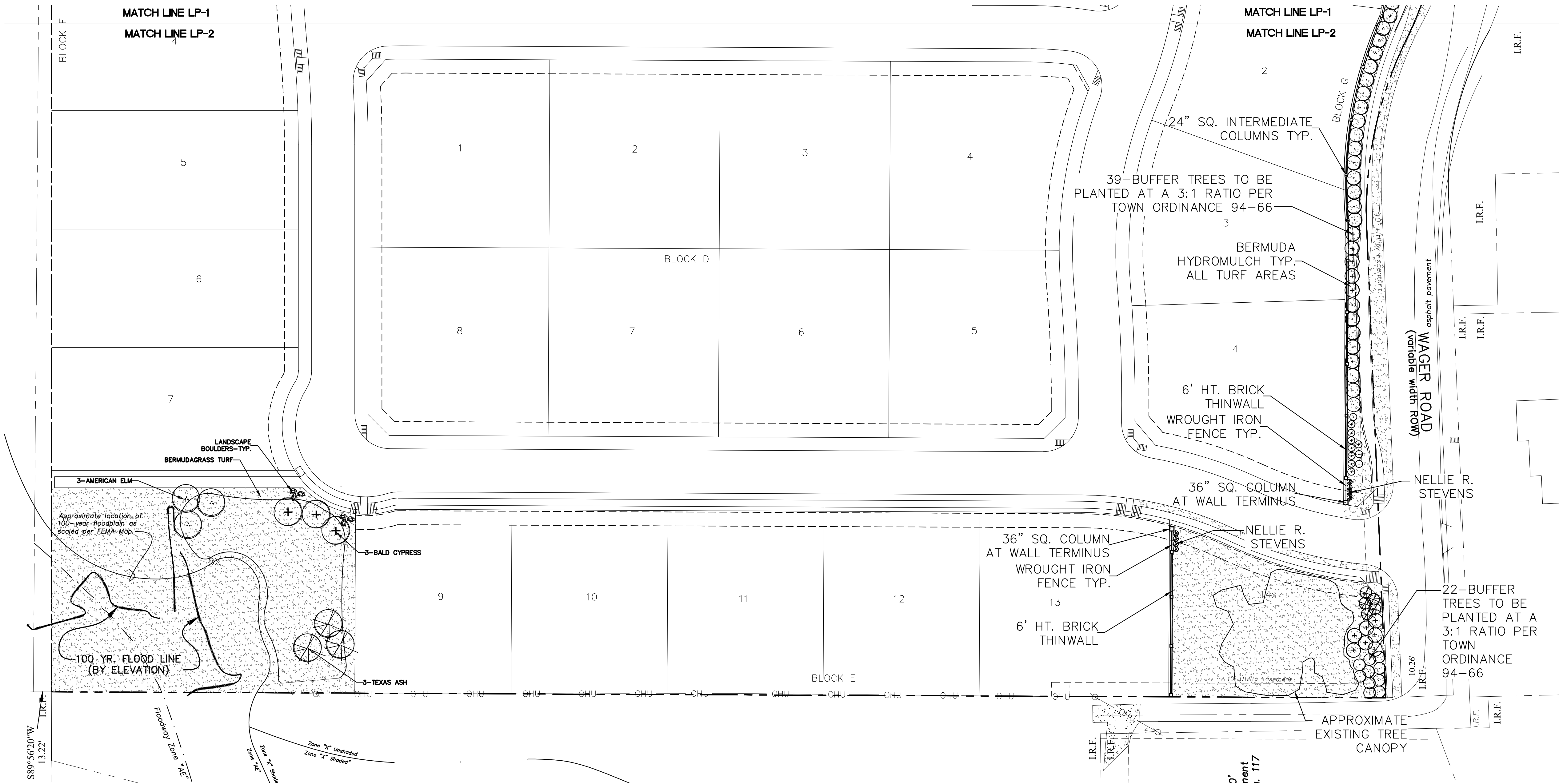
No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax. No. (972) 353-8011

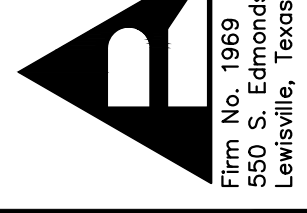
EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPTUAL PLAN

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: DECEMBER 1, 2021
Project No. 035-033



No. 4	11/30/21	REVISED PER TOWN COMMENTS
No. 3	11/16/21	REVISED SITE PLAN
No. 2	11/4/21	REVISED SITE PLAN
No. 1	6/4/21	REVISED SITE PLAN
App.		



Ridinger
Associates, Inc.
Civil Engineers - Planners

File No. 1969
550 S. Edwards Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: 1" = 40'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SODG
Date: MARCH 15, 2021
Project No. 035-033

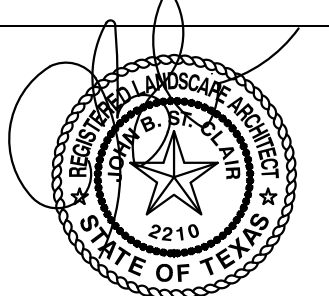
SHEET

LP-2

ST. CLAIR DESIGN GROUP, INC.

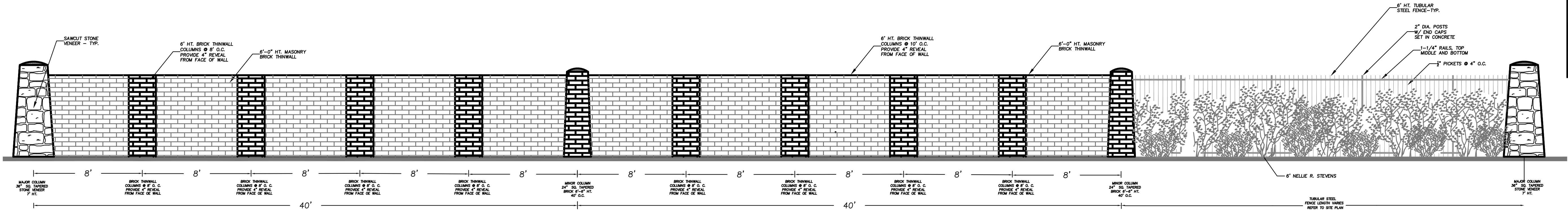
Landscape Architecture

P. O. Box 12919
Dallas, Texas 75225
T. 214-454-9934

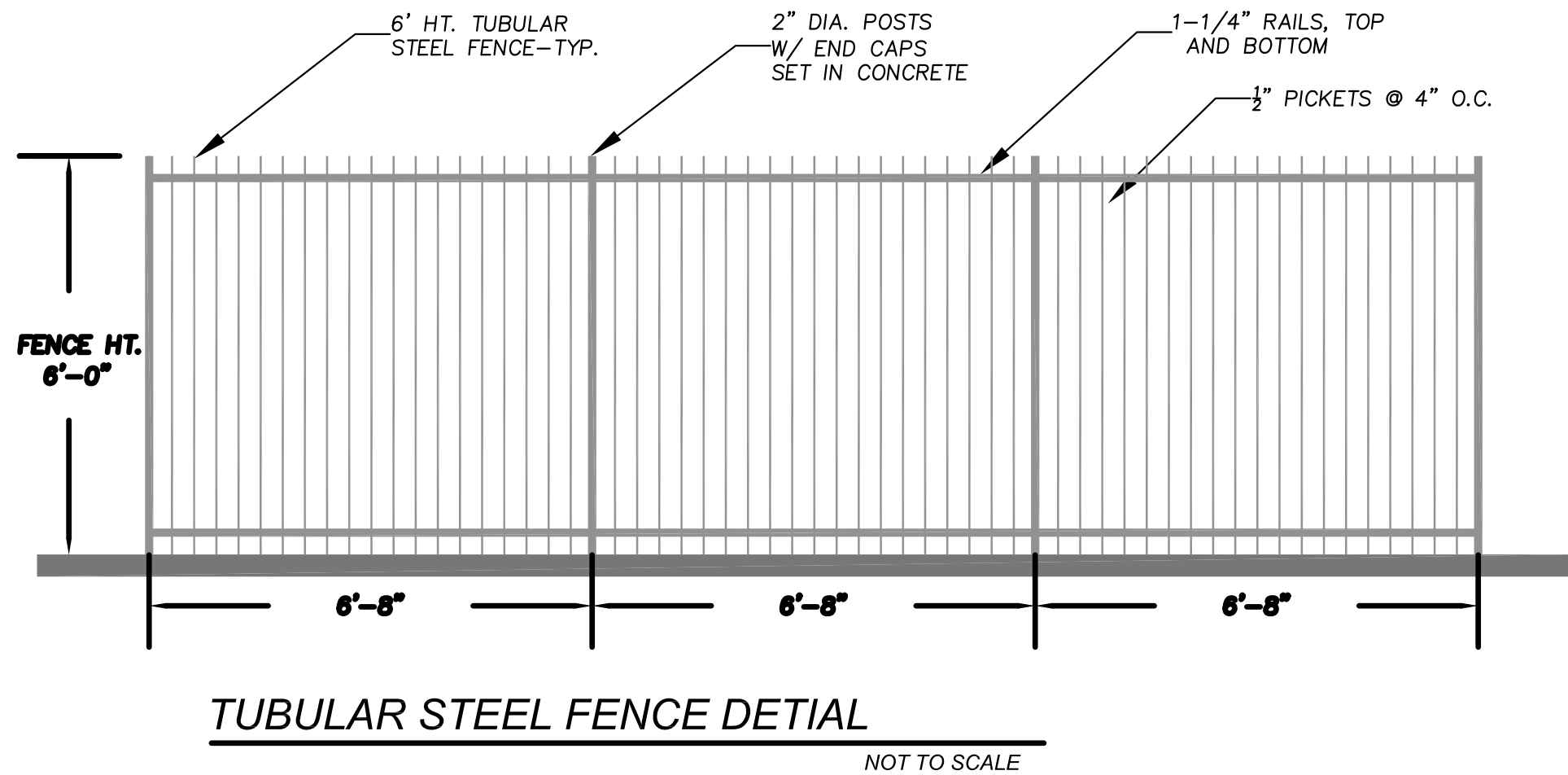
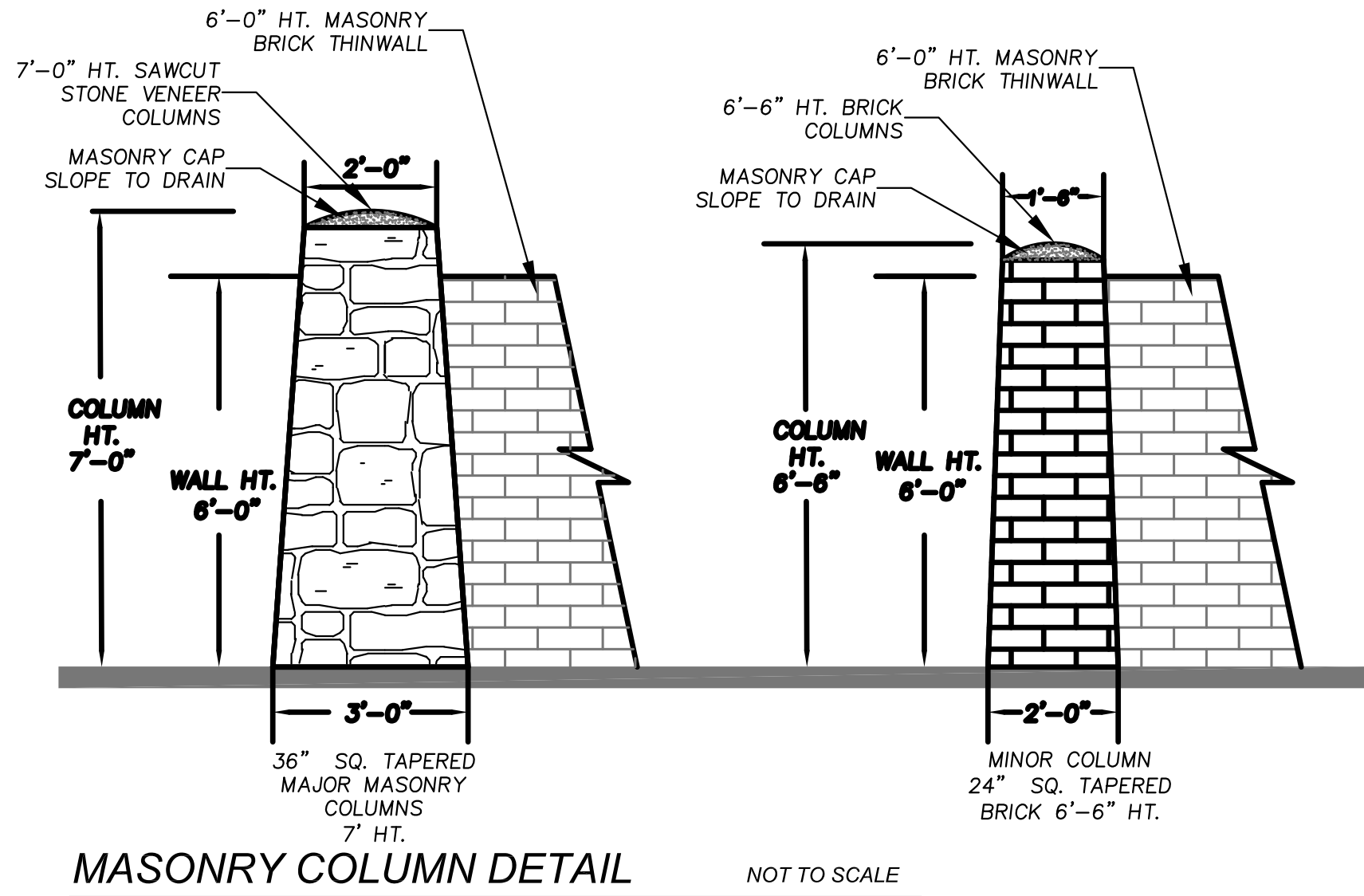
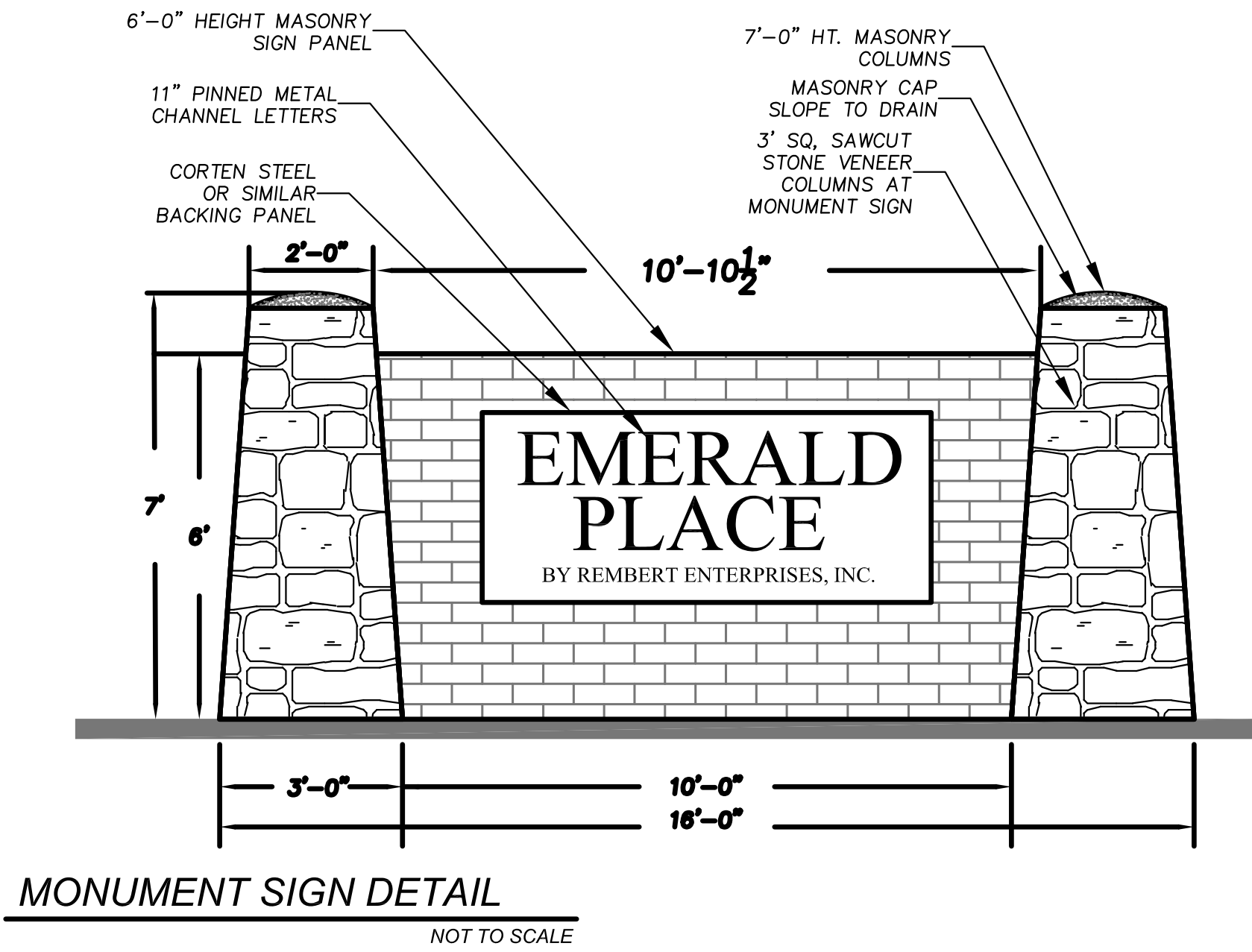


DATE SEALED 9-10-21
DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SODG
DATE: MARCH 15, 2021

EMERALD PLACE
RESIDENTIAL SUBDIVISION
Being 44 Buildable Lots & 4 X-Lots
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
Town of Flower Mound
Denton County, Texas



PARTIAL SCREENWALL AND FENCE ELEVATION - TYP.
NOT TO SCALE



ST. CLAIR DESIGN GROUP, INC.

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-454-9934

DATE SEALED 11-30-21

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: BCDG
DATE: MARCH 15, 2021

EMERALD PLACE
RESIDENTIAL SUBDIVISION
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in the
Town of Flower Mound
Denton County, Texas

Ridinger
Associates, Inc.
Civil Engineers - Planners

1989
1000 S. Cooper Street, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN
DETAILS

Scale: NOT TO SCALE
Designed by: JBS
Drawn by: JBS
Checked by: BCDG
Date: MARCH 15, 2021
Project No. 035-030

SHEET
LP-3



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

November 5, 2021

Planning Division
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Emerald Place (Community)
Flower Mound, Texas

To Whom It May Concern,

Please accept this as our formal Letter of Intent to describe the requested Master Plan and Zoning Plan application.

In February of 2021, we began the process of planning this +/- 22.19 acre tract of land near the Intersection of Wager Road and St. Gallen Lane, by meeting with the Town's Development Review Committee (DRC). This tract of land is surrounded by agricultural residential to the south and east, undeveloped property and flood plain to the west, and a public school to the north.

The current zoning for the property is Agriculture. We are requesting the zoning to be SF-15 low density residential, for single family detached homes. The proposed use is consistent with the Town's plan for density on the east side of town, with the exception of two existing estate communities that were here at the Town's inception. The entire eastern section of town has dense residential communities. This property is located at the border of Lewisville, Texas, where density is even greater.

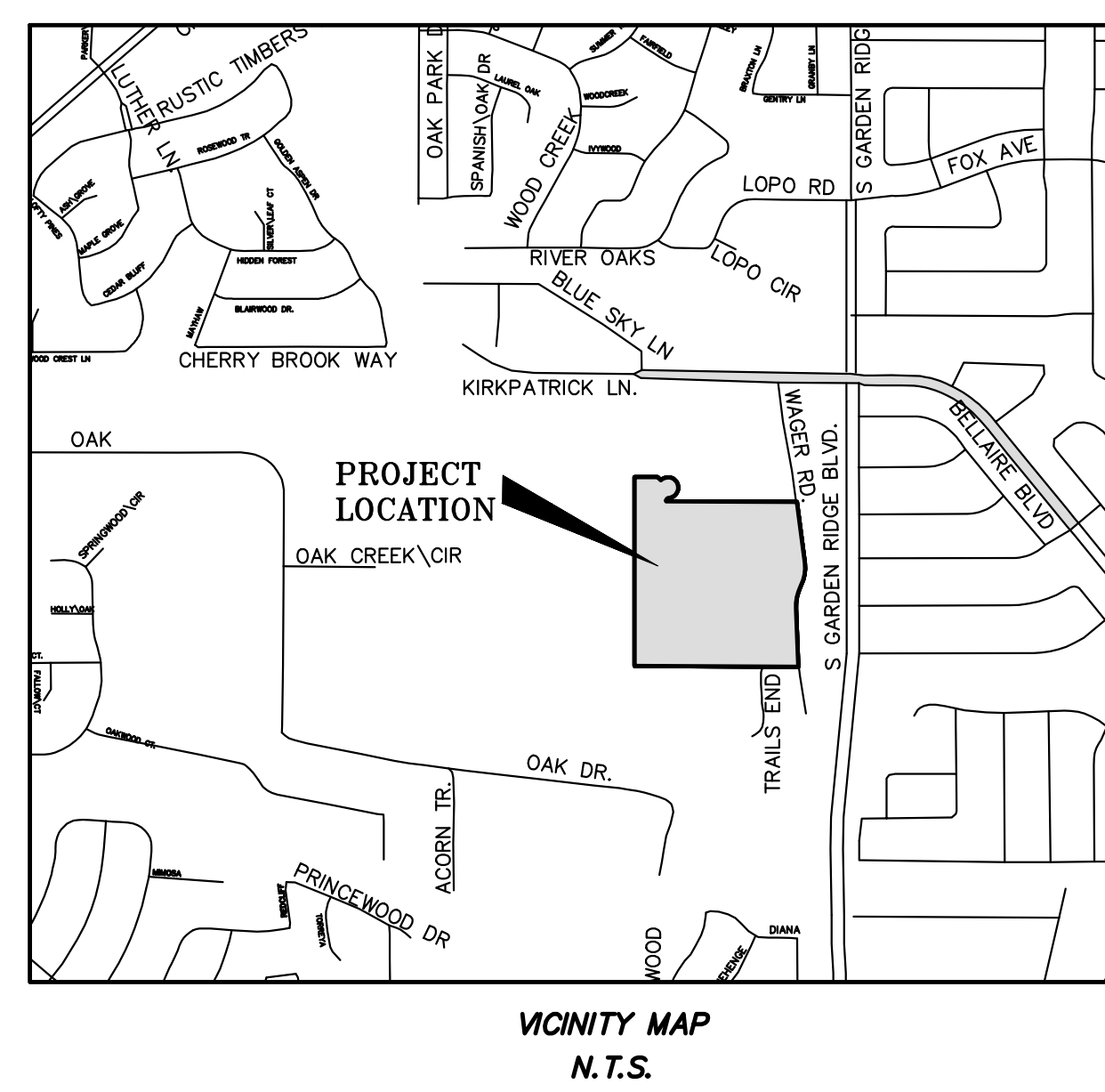
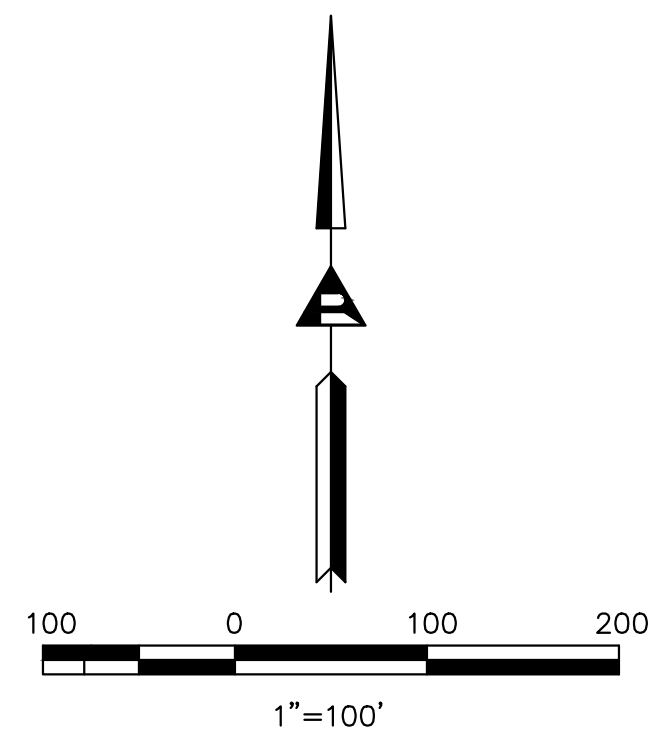
The Town's infrastructure is in place to service this property. A sanitary sewer line crosses the property and water lines border the property.

Homes in this new proposed community will start in the upper \$700,000s.

We appreciate your consideration of our proposed project. Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert
Rembert Enterprises, Inc.



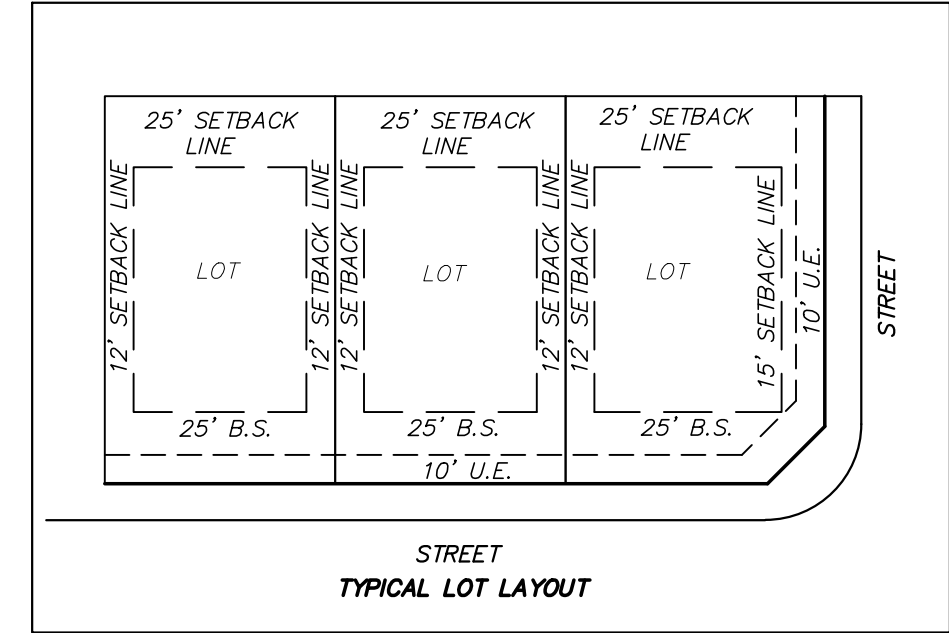
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C	4	15,017	
C	5	15,164	
C	6	15,072	
C	7	15,018	
C	8	15,004	
C	9	15,004	
C	10	15,082	
D	1	17,509	
D	2	16,511	
D	3	16,511	
D	4	17,516	
D	5	16,770	
D	6	16,511	
D	7	16,511	
D	8	17,389	
E	1	16,089	
E	2	15,035	
E	3	15,023	
E	4	15,027	
E	5	15,042	
E	6	15,063	
E	7	15,052	
E	8X	33,897	0.778
E	9	15,073	
E	10	15,131	
E	11	15,131	
E	12	15,131	
E	13	18,209	
E	14X	15,590	0.358
F	1	15,021	
F	2	15,010	
F	3	15,969	
G	1	16,249	
G	2	15,691	
G	3	16,302	
G	4	18,156	
G	5X	9,076	0.208

<i>LEGEND</i>	
	LOT LINE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	PROPOSED R.O.W.
	PROPOSED EDGE OF PAVEMENT

PROJECT DATA TABLE	
GROSS SITE AREA	22.191 ACRES
PROPOSED USE	PD FOR SINGLE FAMILY DISTRICT-15 (SF-15) USES
CURRENT ZONING	AGRICULTURAL
OPEN SPACE	
PRIVATE OPEN SPACE LOTS	1.473 ACRES
TOTAL OPEN SPACE	1.473 ACRES
PROPOSED LOTS	
RESIDENTIAL	44 LOTS
RESIDENTIAL LOTS AREA	16,173 ACRES
MIN. RESIDENTIAL LOT SIZE	15,004 S.F.
MAX. RESIDENTIAL LOT SIZE	19,543 S.F.
AVG. RESIDENTIAL LOTS SIZE	16,011 S.F.
PRIVATE OPEN SPACE X-LOTS	4 LOTS
TOTAL ALL LOTS	48 LOTS

DEVELOPMENT DATA		
PROPOSED USE:	PD FOR SINGLE FAMILY DISTRICT-15 (SF-15) USES	
CURRENT ZONING:	AGRICULTURAL	
TOTAL GROSS LAND AREA:	±22.191 ACRES	
TOTAL AREA OF LOTS =	16.171 AC.	72.87%
MINIMUM LOT AREA:	15,000 S.F.	
MINIMUM LOT WIDTH:	80.0 FT.	
MINIMUM FLOOR AREA:	1,800 S.F.	
MINIMUM FRONT YARD:	25 FT.	
MINIMUM SIDE YARD:	12 FT.	
MINIMUM REAR YARD:	25 FT. SEE PD-18.3	
MAXIMUM LOT COVERAGE:	40% SEE PD-18.3	
MAXIMUM HEIGHT:	3/35 FT.	

MASTER PLAN FEATURES	
Land Use Plan	Existing: Estate Residential Proposed: Low Density Residential
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail from Wager to West Boundary
Open Space Plan	N/A
Thoroughfare Plan	Wager Road – Collector & Residential
Water Plan	Existing 8" WM, E. Side of Wager Road
Wastewater Plan	Connect to existing SS manhole at SW Property Line.



EMERALD PLACE
RESIDENTIAL SUBDIVISION
Being 44 Buildable Lots & 4 X-Lots
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
Town of Flower Mound
Denton County, Texas

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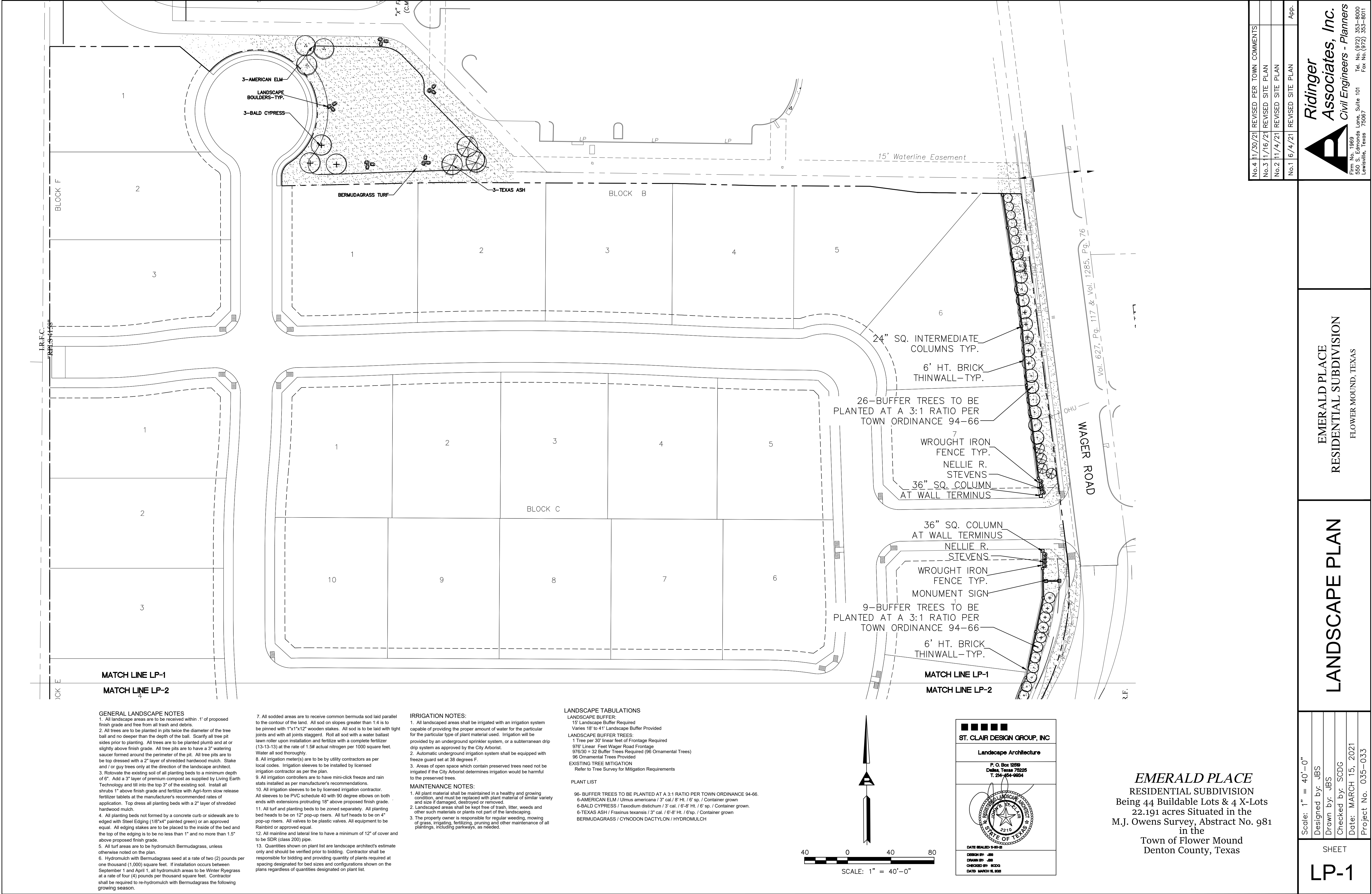
 Ridinger Associates, Inc. <i>Civil Engineers - Planners</i> Firm No. 1969 550 S. Edmonds Lane, Suite 101 Lewisville, Texas 75067 Tel. No. (972) 353-8000 Fax No. (972) 353-8011	FIRM NAME ADDRESS CITY STATE ZIP TELEPHONE FAX
---	---

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPTUAL PLAN

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: DECEMBER 1, 2021
Project No. 035-033

SHEET
1



Ridinger

Associates, Inc.

Civil Engineers - Planners

File No. 1959
550 S. Edwards Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: 1" = 40'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SDGG
Date: MARCH 15, 2021
Project No. 035-033
SHEET
LP-1

EMERALD PLACE
RESIDENTIAL SUBDIVISION
Being 44 Buildable Lots & 4 X-Lots
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
Town of Flower Mound
Denton County, Texas

ST. CLAIR DESIGN GROUP, INC

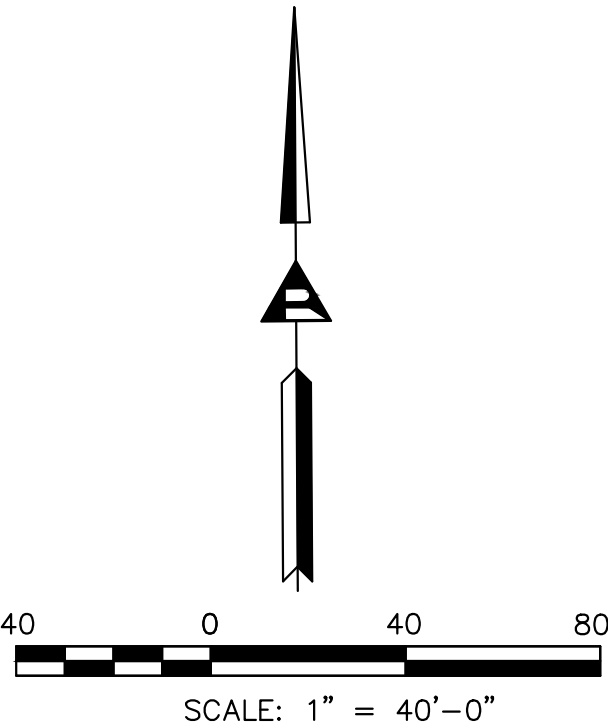
Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-664-6634

DATE SEALED 9-30-21

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SDGG
DATE: MARCH 15, 2021

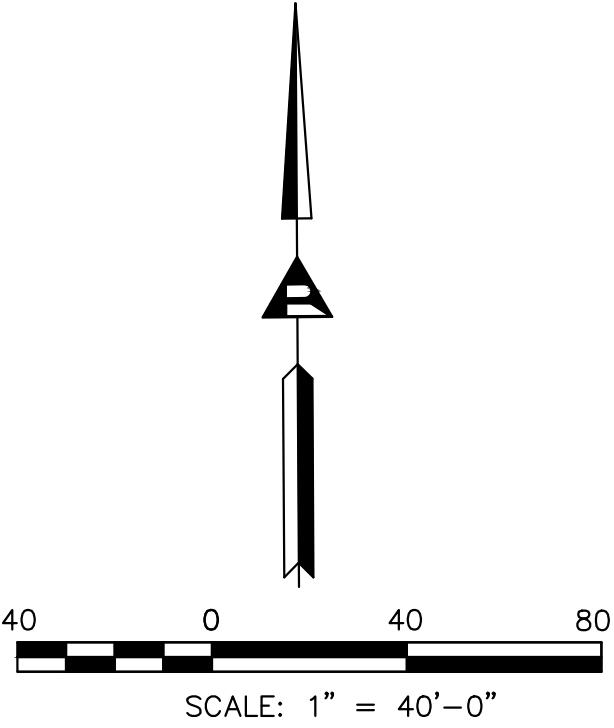
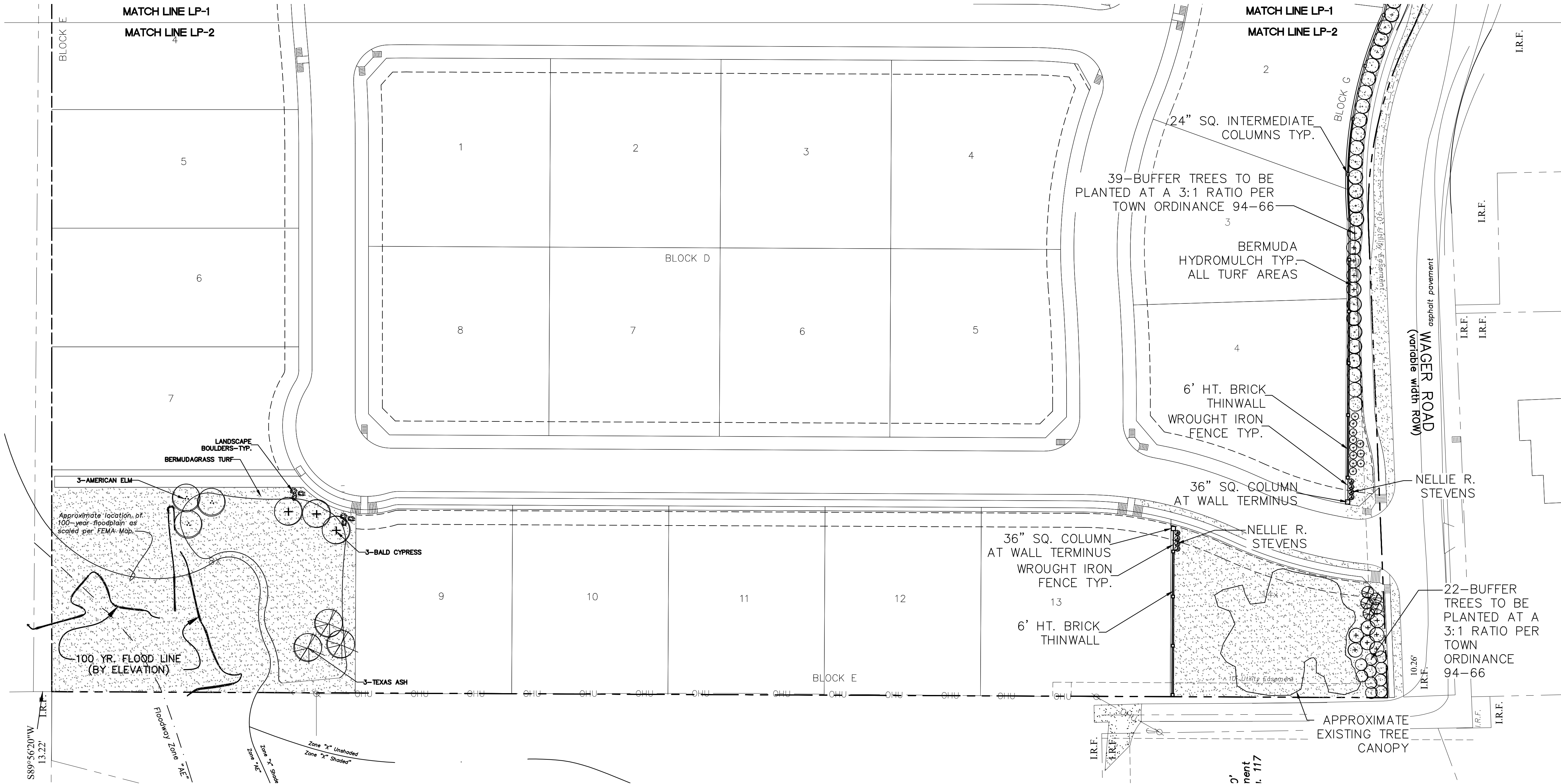
SEAL OF THE STATE OF TEXAS
Professional Engineer
No. 2210
Exp. 09/30/2024



- LANDSCAPE TABULATIONS**
- LANDSCAPE BUFFER:**
15' Landscape Buffer Required
Varies 18' to 41' Landscape Buffer Provided
- LANDSCAPE BUFFER TREES:**
1 Tree per 30' linear feet of Frontage Required
976' Linear Feet Wager Road Frontage
976/30 = 32 Buffer Trees Required (96 Ornamental Trees)
- EXISTING TREE MITIGATION**
Refer to Tree Survey for Mitigation Requirements
- PLANT LIST**
- 96- BUFFER TREES TO BE PLANTED AT A 3:1 RATIO PER TOWN ORDINANCE 94-66.
6-AMERICAN ELM / *Ulmus americana* / 3" cal. / 8' Ht. / 6' sp. / Container grown
6-BALD CYPRESS / *Taxodium distichum* / 3" cal. / 6'-8' Ht. / 6' sp. / Container grown
6-TEXAS ASH / *Fraxinus texensis* / 3" cal. / 6'-8' Ht. / 6'sp. / Container grown
BERMUDAGRASS / *CYNODON DACTYLON* / HYDROMULCH

- IRRIGATION NOTES:**
1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip system as approved by the City Arborist.
 2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
 3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.
- MAINTENANCE NOTES:**
1. All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed or removed.
 2. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not part of the landscaping.
 3. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other maintenance of all plantings, including parkways, as needed.

- GENERAL LANDSCAPE NOTES**
1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
 2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
 3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
 4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
 5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
 6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
 7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
 8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
 9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
 10. All irrigation sleeves to be by licensed irrigation contractor.
 11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
 12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
 13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.



ST. CLAIR DESIGN GROUP, INC.
 Landscape Architecture
 P. O. Box 12919
 Dallas, Texas 75225
 T. 214-454-9934

DATE REALED 10-03-21
 DESIGN BY: JBS
 DRAWN BY: JBS
 CHECKED BY: BCDG
 DATE: MARCH 15, 2021

EMERALD PLACE
 RESIDENTIAL SUBDIVISION
 Being 44 Buildable Lots & 4 X-Lots
 22.191 acres Situated in the
 M.J. Owens Survey, Abstract No. 981
 in the
 Town of Flower Mound
 Denton County, Texas

No. 4	11/30/21	REVISED PER TOWN COMMENTS
No. 3	11/16/21	REVISED SITE PLAN
No. 2	11/4/21	REVISED SITE PLAN
No. 1	6/4/21	REVISED SITE PLAN
App.		

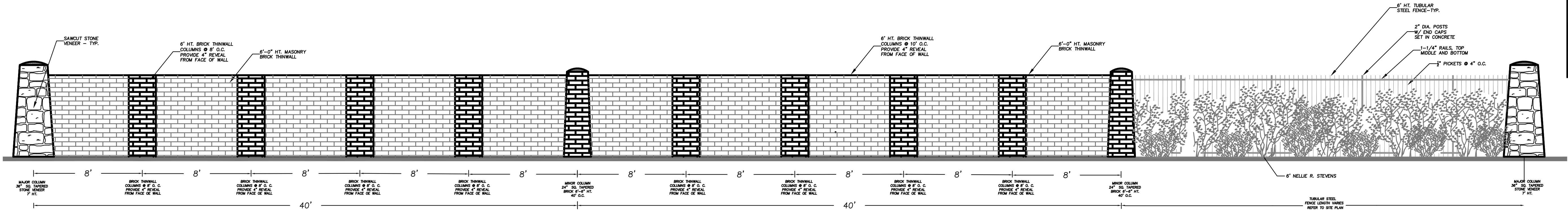
Ridinger Associates, Inc.
 Civil Engineers - Planners
 File No. 1959
 550 S. Edwards Lane, Suite 101
 Lewisville, Texas 75067
 Tel. No. (972) 353-8000
 Fax No. (972) 353-8011

EMERALD PLACE
 RESIDENTIAL SUBDIVISION
 FLOWER MOUND, TEXAS

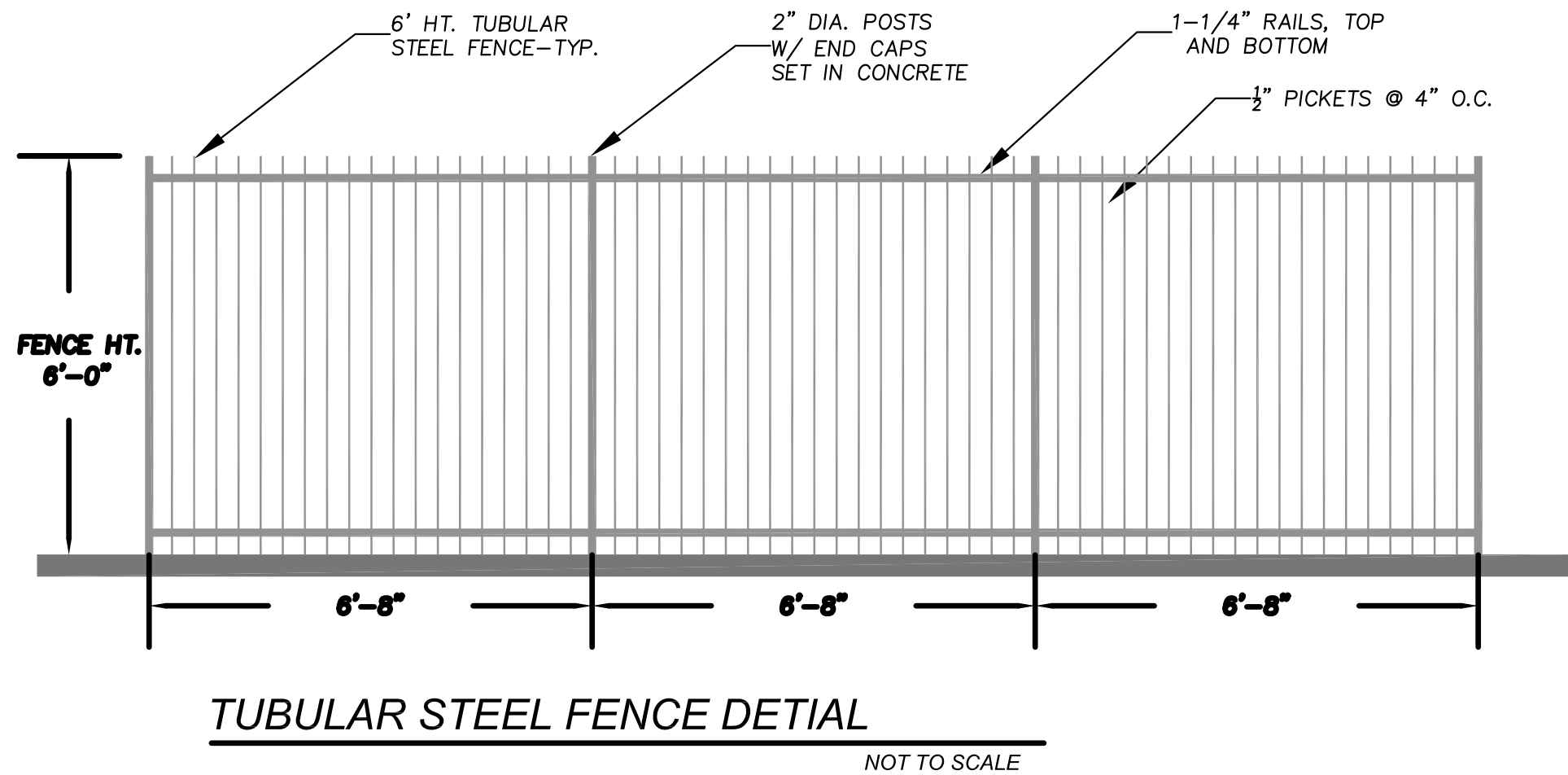
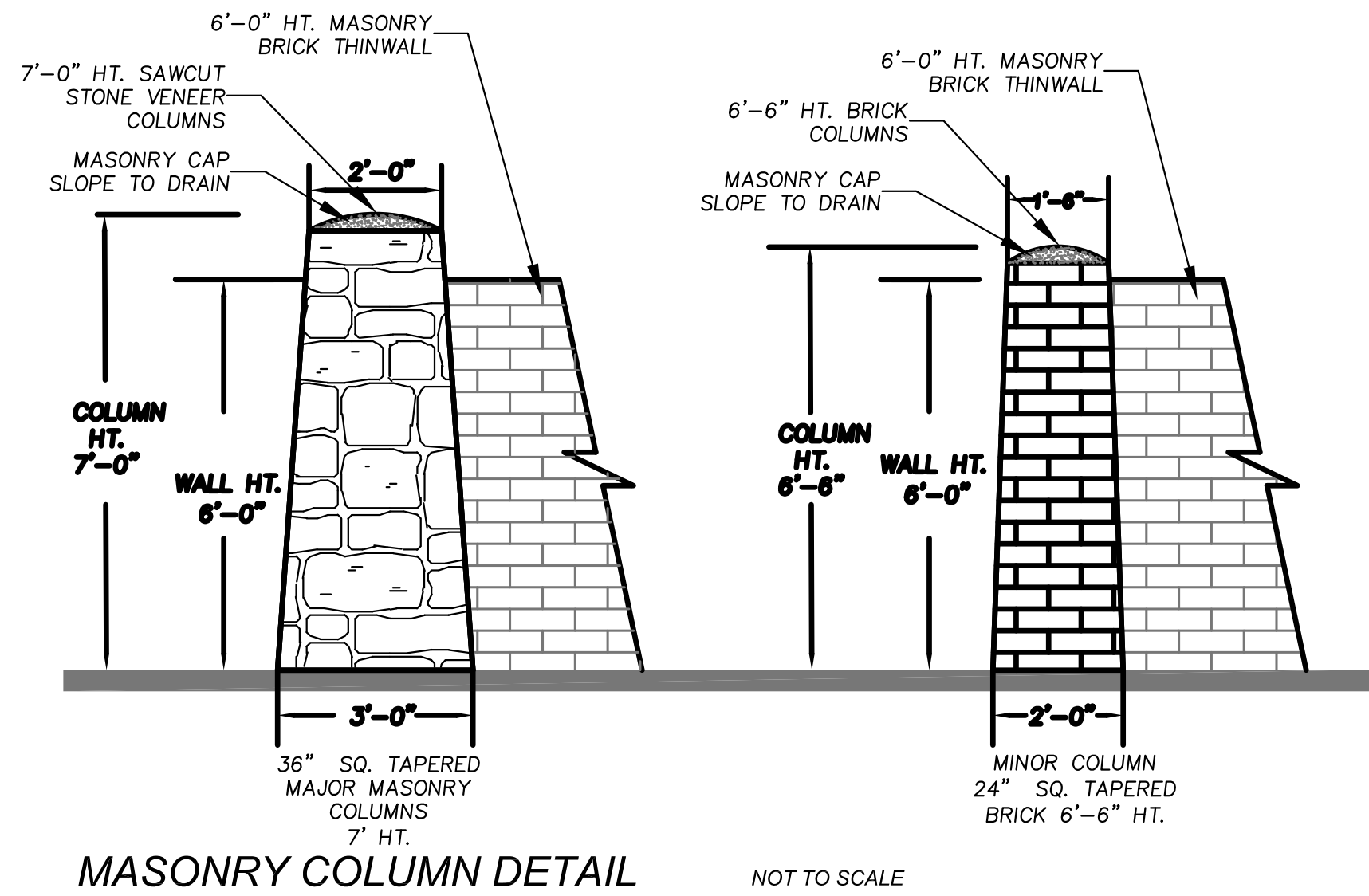
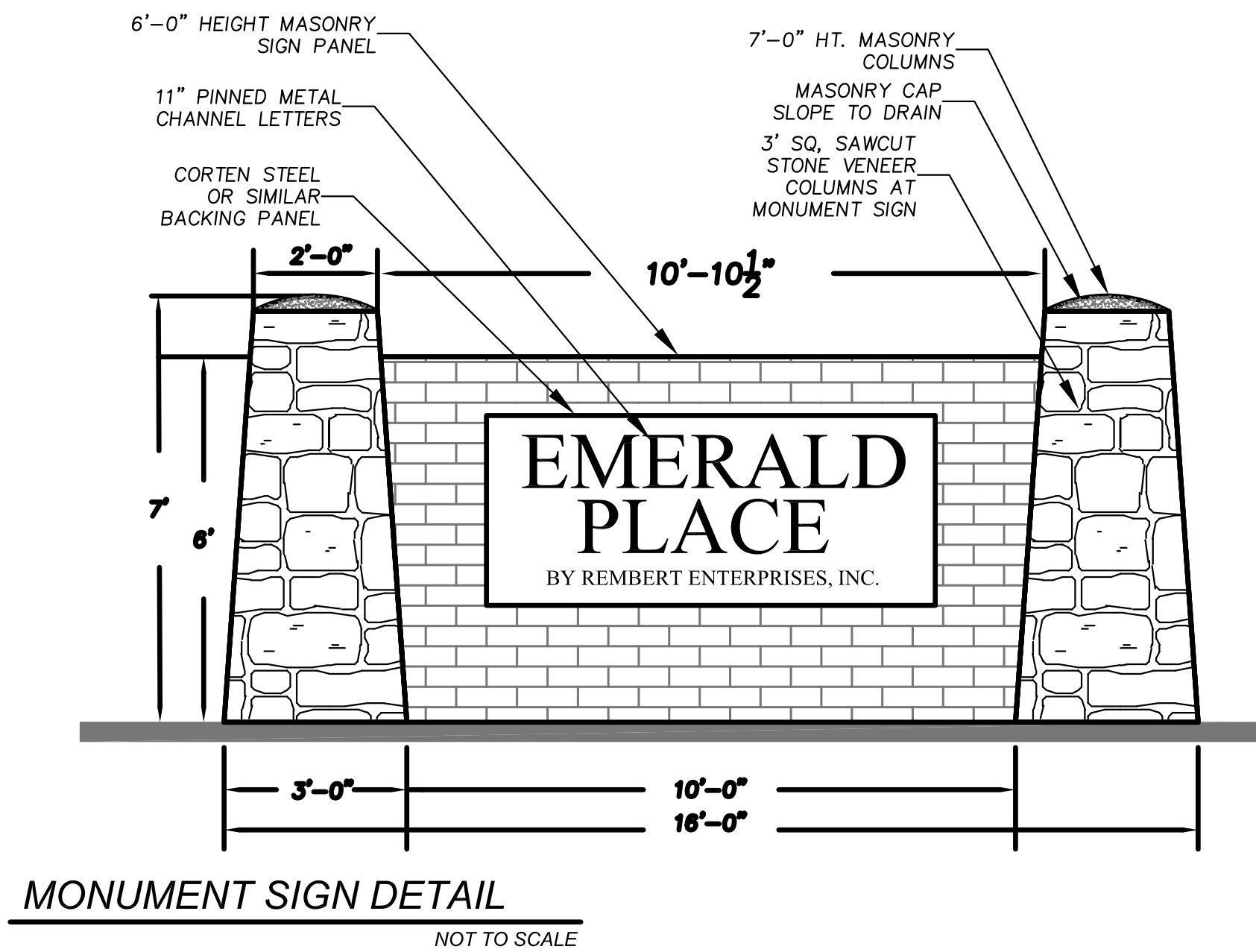
LANDSCAPE PLAN

Scale: 1" = 40'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: MARCH 15, 2021
Project No. 035-033

SHEET
 LP-2



PARTIAL SCREENWALL AND FENCE ELEVATION - TYP.
NOT TO SCALE



ST. CLAIR DESIGN GROUP, INC.

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-454-9934

DATE SEALED 11-30-21

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: BCDG
DATE: MARCH 15, 2021

EMERALD PLACE
RESIDENTIAL SUBDIVISION
Being 44 Buildable Lots & 4 X-Lots
22.191 acres Situated in the
M.J. Owens Survey, Abstract No. 981
in the
Town of Flower Mound
Denton County, Texas

Ridinger
Associates, Inc.
Civil Engineers - Planners

1989
1000
Suite 101
Lewisville, Texas 75067

353-8000
(972)
(972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN
DETAILS

Scale: NOT TO SCALE
Designed by: JBS
Drawn by: JBS
Checked by: BCDG
Date: MARCH 15, 2021
Project No. 035-030

SHEET
LP-3

No.	Date	Revisions	App.
No.4	11-30-21	REVISED PER TOWN COMMENTS	
No.2	11-4-21	WALL ELEVATION & GAZEBO	
No.1	10-21-21	WALL ELEVATION & GAZEBO	



TOWN COUNCIL AGENDA ITEM NO. 28

REGULAR ITEM

DATE: December 6, 2021

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP21-0014) for three (3) specimen trees on property proposed for development as Emerald Place. The property is generally located west of Wager Road and north of Trails End Drive. (The Environmental Conservation Commission recommended denial by a vote of 6 to 0 at its August 3, 2021, meeting). (Town Council moved postpone the item by a vote of 5 to 0 at its October 4, 2021, meeting).**

BACKGROUND INFORMATION: The Emerald Place residential development is generally located west of Wager Road and north of Trails End Drive. The site is currently zoned for Agricultural (A) uses and master planned for Estate Residential. According to the tree survey for the project, the site contains four (4) specimen trees. One specimen tree noted in the applicant's original letter of intent, now along with Tree #109, have both been declassified due to their poor or hazardous condition. ECC previously denied the requested removal of Tree #109 before it was declassified. The applicant is requesting to rezone the site to Planned Development District No. 183 (PD-183) with Single Family District-10 (SF-10) and amend the land use plan to Medium Density Residential. The applicant is requesting to remove three (3) of the specimen trees. The specimen trees proposed for removal are in good to fair condition and located within the proposed buildable area on residential lots. All three (3) specimen trees are also located within Upland Habitat on the property.

The following is a list of the three (3) specimen trees being requested for removal:

Tree #306 – 24" post oak;
 Tree #322 – 33" post oak; and
 Tree #455 – 34" hickory;

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. However, since all three (3) specimen trees are in Upland Habitat, the Upland Habitat mitigation fee of \$15,000/acre would be assessed instead. The current plan shows 2.71 acres, out of 3.16 total acres of Upland Habitat to be impacted. Based on that amount of acreage impacted versus what is being preserved, \$33,900 would be owed for Upland Habitat mitigation. The applicant may plant additional trees to offset some of the mitigation. If approved, final mitigation would be determined with the record plat application – once final engineering has been completed for the project.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its August 3, 2021, meeting. The ECC recommended denial of the requested permit to remove four (4) specimen trees. The ECC meeting can be viewed at:

<https://flowermoundtx.swagit.com/play/08032021-1173>

As of November 29, 2021, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Photographs of specimen trees
4. Tree Survey

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



Rembert Enterprises, Inc.
3625 Bonanza Lane Flower Mound, TX 75022

November 29, 2021

James Hoefert
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Application for Tree Removal Permit
Emerald Place Flower Mound (Community)

Dear Mr. Hoefert,

Please accept this as our formal Letter of Intent to describe and explain the requested application for a Tree Removal Permit.

There are 200+ protected trees on this site, which includes 4 specimen trees. I have attached an updated Specimen Tree Survey for your review.

We are requesting the removal of 3 specimen trees.

- | | | |
|-------------|--------------|----------------|
| • Tree #322 | 33" Post Oak | Buildable Area |
| • Tree #306 | 24" Post Oak | Buildable Area |
| • Tree #455 | 34" Hickory | Buildable Area |

The reason for the proposed removal of the above mentioned specimen trees are they fall within a buildable area. A photograph of each tree is attached.

Sincerely,

Reginald Rembert



Town of Flower Mound Environmental Services
 Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
 Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

John St. Clair

St. Clair Design Group, Inc.

Address:

P.O. Box 12519

Dallas, TX 75225

Phone:

214-454-9934

Applicant's Legal Interest in the Property:

Landscape Architect retained by property owner for Landscape representation.

2. Property Owner(s)

Name(s): Lewisville ISD

Address: P.O. BOX 217

LEWISVILLE, TX 75067

3. Location and Legal Description of Property:

LOCATION: 3101 Wager Road

LEGAL DESCRIPTION: WAGER ROAD SCHOOL ADDN BLK A LOT 2

Page 2 of 3.

4. Owner's Authorization of Representation

I, See ATTACHED OWNERS Consent, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

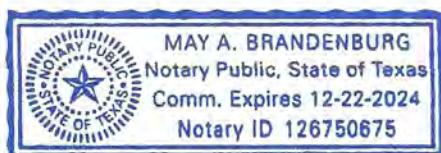
Signature of Owner

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20__

Notary Public
In and For _____ County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I
John St. Clair, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.



Signature of Applicant

Landscape Architect License No. 2210
State of Licensure TEXAS
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the 21 Day of June, 2021

Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 7/29/2021 by
(initials) JRH.

March 31, 2021

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

RE: 3227 Wager Road, Flower Mound, TX 75028 (the "Property")

Dear Planning Staff:

On January 29, 2021, the Lewisville Independent School District ("District" or "Owner") and Rembert Enterprises ("Buyer") entered into a Contract of Sale for the above referenced Property. The Property will require a change of zoning based on the proposed residential development of the Buyer.

Therefore, I, Dr. Kevin Rogers, Superintendent of Schools for the District, authorize the Buyer and/or the Buyer's engineer, Ridinger Associates, Inc. (the "Engineer"), to submit zoning change request documents and other related applications to the Town of Flower Mound as "Applicant" for the Property.

Documents for submittal include: (i) Master Plan Amendment Application; (ii) Zoning Planned Development Application; (iii) Development Plan Application; and (iv) Record Plat Application.

The contact information for the Buyer and Engineer is as follows:

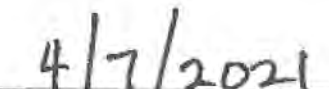
Rembert Enterprises, Inc.
3625 Bonanza Lane
Flower Mound, Texas 75022
Ph: (214) 213-5982

Ridinger Associates, Inc.
550 South Edmonds Lane, Suite 101
Lewisville, Texas 75067
Ph: (972) 353-8000

If needed, please feel free to contact me via the contact information below.

Regards,


Dr. Kevin Rogers, Superintendent of Schools


Date

Lewisville Independent School District
1565-A West Main Street
Lewisville, Texas 75067
Ph: (469) 713-5200

Emerald Place -
Specimen trees proposed for removal

Tree #306 – 24" post oak

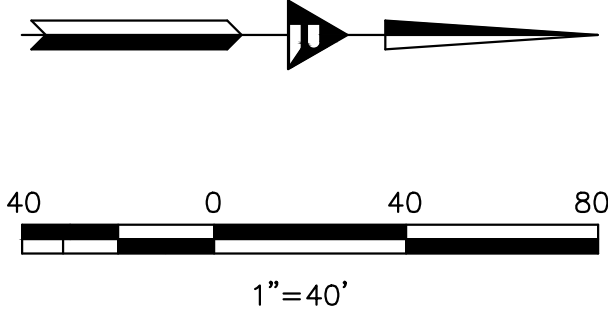


Tree #322 – 33" post oak



Tree #455 – 34" hickory





- TREE LEGEND
- SPECIMEN TREE TO REMAIN
 - SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE CANOPY



No.	Date	Revisions	App.

Ridinger Associates, Inc.
 Civil Engineers - Planners
 Firm No. 1969 353-8900
 350 W. Edmonds Suite 101 Tel. No. (972) 353-8900
 Lewisville, Texas Fax. No. (972) 353-8911

EMERALD PLACE
 RESIDENTIAL SUBDIVISION
 FLOWER MOUND, TEXAS

TREE SURVEY-WEST

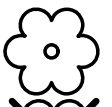
Scale: 1" = 40'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: NOVEMBER 16, 2021
Project No. 035-033

TAG NO.	CALIPER (IN.)	COMMON NAME / SCIENTIFIC NAME	PROTECTED / SPECIMEN	LOCATION	ESAs	STATUS	CONDITION	COMMENTS	CANOPY SPREAD
306	24	POST OAK/QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	REMOVE	GOOD		1809
322	33	POST OAK/QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	REMOVE	GOOD		3419
455	34	HICKORY/CARYA SPECIES	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	REMOVE	GOOD		2323
5109	25	POST OAK/QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	PRESERVE	GOOD		1963

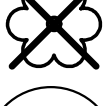
231 NON-ESA PROTECTED TREES ON-SITE.

MATCHLINE (SEE TS-1)

TREE LEGEND



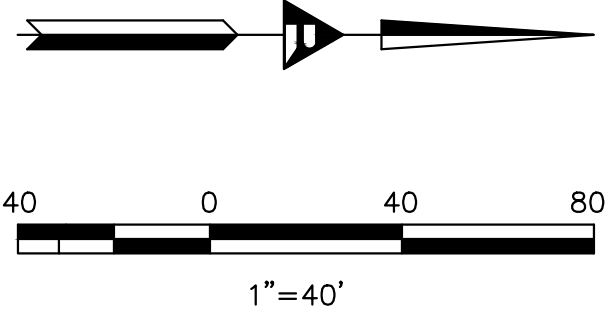
SPECIMEN TREE TO REMAIN



SPECIMEN TREE TO BE REMOVED



SPECIMEN TREE CANOPY

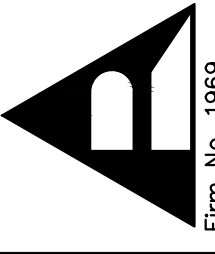


No.

Date

Revisions

App.



Ridinger

Associates, Inc.

Civil Engineers - Planners

Firm No. 1969

350 S. Edwards

Lubbock, Texas

Tel. No. (972) 353-8900

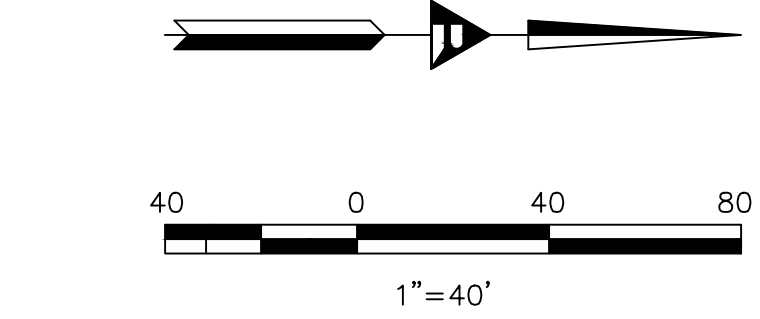
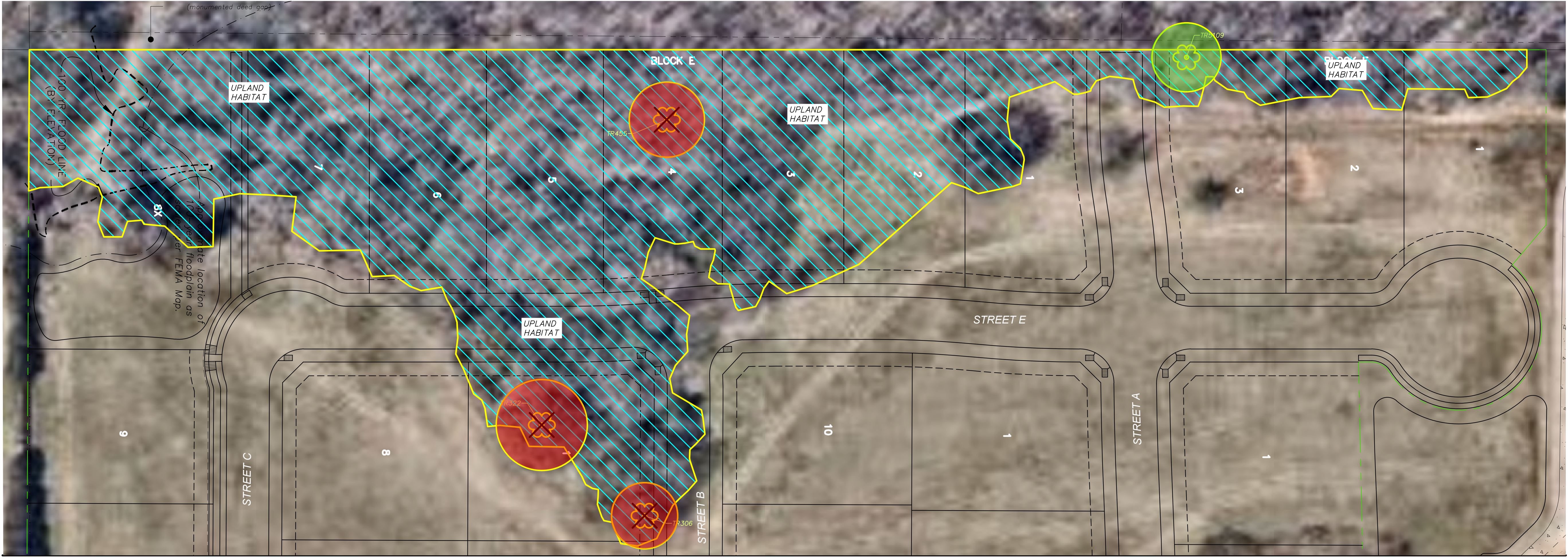
Fax No. (972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

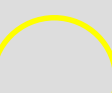
TREE SURVEY-EAST

Scale: 1" = 40'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: NOVEMBER 16, 2021
Project No. 035-033

SHEET
TS-2

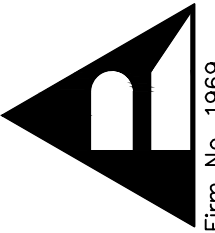


TREE LEGEND

-  SPECIMEN TREE TO REMAIN
-  SPECIMEN TREE TO BE REMOVED
-  SPECIMEN TREE CANOPY



No.	Date	Revisions	App.

**Ridinger Associates, Inc.**
Civil Engineers - Planners
Firm No. 1969 353-8000
350 Edwards Lane, Suite 101 Tel. No. (972) 353-8000
Lewisville, Texas Fax No. (972) 353-8011

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY-WEST
WITH AERIAL

Scale: 1" = 40'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: NOVEMBER 16, 2021
Project No. 035-033

TAG NO.	CALIPER (IN.)	COMMON NAME / SCIENTIFIC NAME	PROTECTED / SPECIMEN	LOCATION	ESAs	STATUS	CONDITION	COMMENTS	CANOPY SPREAD
306	24	POST OAK/QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	REMOVE	GOOD		1809
322	33	POST OAK/QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	REMOVE	GOOD		3419
455	34	HICKORY/CARYA SPECIES	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	REMOVE	GOOD		2323
5109	25	POST OAK/QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	UPLAND HABITAT	PRESERVE	GOOD		1963

231 NON ESA PROTECTED TREES ON-SITE.







SPECIMEN TREE TO REMAIN

SPECIMEN TREE TO BE REMOVED

SPECIMEN TREE CANOPY

TREE LEGEND




1" = 40'

MATCHLINE (SEE TS-1)





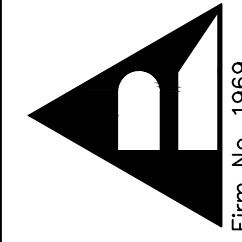
11/16/21

EMERALD PLACE
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY-EAST
WITH AERIAL

Scale: 1" = 40'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: NOVEMBER 16, 2021
Project No. 035-033

SHEET
TS-2



Ridinger Associates, Inc.
Civil Engineers - Planners

Firm No. 1969 License No. 353-8900
3500 East Edmonds Lane, Suite 101
Lewisville, Texas 75067 Tel. No. (972) 353-8900
Fax No. (972) 353-8911

No.	Date	Revisions	App.



TOWN COUNCIL AGENDA ITEM NO. 29

REGULAR ITEM

DATE: December 6, 2021

FROM: Lynda B. Bolitho, Director of Human Resources

ITEM: Consider approval of a contract with Blue Cross and Blue Shield in the amount of \$1,029,609 for reinsurance for the Town's Group Health Plan and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town is self-insured for health, dental and vision benefits for employees and dependents covered on the Town's group health insurance plan. The Town currently purchases reinsurance to limit liability from any single participant's claims to \$150,000 per year. The reinsurance also limits the total aggregate insurance claims for all employees during any calendar year.

In October 2021, the Human Resources Division, in conjunction with the Town's health insurance consulting firm, McGriff, Seibels & Williams of Texas, Inc. (MSW) requested bids from fourteen (14) carriers for the Town's specific and aggregate reinsurance coverages for Plan Year 2022. Due to ongoing claims and uncompetitive rates, we received a renewal quote from Blue Cross and Blue Shield of Texas and one uncompetitive quote from Anthem which included two individual lasers. Lasering is a common stop-loss industry practice of setting a higher deductible for certain plan members based on prior claims experience or the likelihood they will become a high-cost claimant in the future. The current carrier, Blue Cross and Blue Shield of Texas provided a quote renewing at our current \$150,000 specific deductible in the amount of \$1,120,608 which represents a 31% increase for Plan Year 2022.

After a 3-year review of claims above the current specific deductible, the Human Resources Division is recommending the Town move the specific deductible from \$150,000 to \$165,000 and accept the Blue Cross and Blue Shield renewal at the \$165,000 deductible. Additionally, Blue Cross and Blue Shield of Texas who also serves as the Town's current healthcare administrator has provided a \$91,000 administrative credit that results in an overall increase of 29.6% for Plan Year 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,029,609

Proposed Expenditure/(Revenue):

\$1,029,609

Account Number(s):

840-710-17600-8510

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Stop Loss Marketing Analysis
2. Application for Stop Loss Coverage

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

Town of Flower Mound
Stop Loss Marketing Analysis

		Current	Renewal	Proposed	Proposed	Proposed
Stop Loss Carrier		BCBS	BCBS	BCBS	BCBS	BCBS
AM Best Rating		A	A	A	A	A
SPECIFIC RETENTION		\$150,000	\$150,000	\$160,000	\$165,000	\$175,000
Contract		24/12	24/12	24/12	24/12	24/12
Coverages		Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Rates						
Employee	188	\$124.02	\$185.91	\$173.83	\$162.70	\$158.86
Family	373	\$124.02	\$185.91	\$173.83	\$162.70	\$158.86
Specific Monthly Premium		\$69,575.22	\$104,295.51	\$97,518.63	\$91,274.70	\$89,120.46
Specific Annual Premium		\$834,902.64	\$1,251,546.12	\$1,170,223.56	\$1,095,296.40	\$1,069,445.52
Aggregate Rate						
Employee		\$2.90	\$2.90	\$3.30	\$3.76	\$3.72
Aggregate Monthly Premium		\$1,626.90	\$1,626.90	\$1,851.30	\$2,109.36	\$2,086.92
Aggregate Annual Premium		\$19,522.80	\$19,522.80	\$22,215.60	\$25,312.32	\$25,043.04
TOTAL ANNUAL REINSURANCE COST		\$854,425.44	\$1,271,068.92	\$1,192,439.16	\$1,120,608.72	\$1,094,488.56
BCBS Premim Credit						
% Increase Compared to Current			48.76%	39.56%	31.15%	28.10%
AGGREGATE RETENTION						
Contract		24/12	24/12	24/12	24/12	24/12
Coverages		Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Maximum Reimbursement		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Factors Employee		188	\$1,686.76	\$1,703.26	\$1,715.70	\$1,758.51
Aggregate Factors Family		373	\$1,686.76	\$1,703.26	\$1,715.70	\$1,758.51
Monthly Attachment Factor		\$946,272.36	\$955,528.86	\$960,117.84	\$962,507.70	\$986,524.11
Annual Attachment Factor		561	\$11,355,268.32	\$11,466,346.32	\$11,550,092.40	\$11,838,289.32
Total Fixed Costs						
Monthly Fixed Costs		\$71,202.12	\$105,922.41	\$99,369.93	\$93,384.06	\$91,207.38
Annual Fixed Costs*		\$854,425.44	\$1,271,069	\$1,192,439	\$1,120,609	\$1,094,489
Annual Fixed Costs - SL Credit		\$794,425.44	\$1,180,069	\$1,101,439	\$1,029,609	\$1,003,489
% Increase		--	48.54%	38.65%	29.60%	26.32%

Notes

Currently given a \$60K credit

Firm through effective date
\$91K credit for 2022Firm through effective date
\$91K credit for 2022Firm through effective date
\$91K credit for 2022Firm through effective date
\$91K credit for 2022

**Town of Flower Mound
Stop Loss Marketing Analysis**

		Current	Proposed	Proposed	Proposed
Stop Loss Carrier		BCBS	Anthem	Anthem	Anthem
AM Best Rating		A	A	A	A
SPECIFIC RETENTION		\$150,000	\$150,000	\$160,000	\$175,000
Contract		24/12	24/12	24/12	24/12
Coverages		Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Rates					
Employee	188	\$124.02	\$161.69	\$145.52	\$130.97
Family	373	\$124.02	\$161.69	\$145.52	\$130.97
Specific Monthly Premium		\$69,575.22	\$90,708.09	\$81,636.72	\$73,474.17
Specific Annual Premium	561	\$834,902.64	\$1,088,497.08	\$979,640.64	\$881,690.04
Aggregate Rate					
Employee		\$2.90	\$3.94	\$3.94	\$4.21
Aggregate Monthly Premium		\$1,626.90	\$2,210.34	\$2,210.34	\$2,361.81
Aggregate Annual Premium		\$19,522.80	\$26,524.08	\$26,524.08	\$28,341.72
TOTAL ANNUAL REINSURANCE COST		\$854,425.44	\$1,115,021.16	\$1,006,164.72	\$910,031.76
BCBS Premim Credit					
% Increase Compared to Current			30.50%	17.76%	6.51%
AGGREGATE RETENTION					
Contract		24/12	24/12	24/12	24/12
Coverages		Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Maximum Reimbursement		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Factors Employee	188	\$1,686.76	\$1,793.93	\$1,807.43	\$1,825.05
Aggregate Factors Family	373	\$1,686.76	\$1,793.93	\$1,807.43	\$1,825.05
Monthly Attachment Factor		\$946,272.36	\$1,006,394.73	\$1,013,968.23	\$1,023,853.05
Annual Attachment Factor	561	\$11,355,268.32	\$12,076,736.76	\$12,167,618.76	\$12,286,236.60
Total Fixed Costs					
Monthly Fixed Costs		\$71,202.12	\$92,918.43	\$83,847.06	\$75,835.98
Annual Fixed Costs*		\$854,425.44	\$1,115,021.16	\$1,006,164.72	\$910,031.76
Annual Fixed Costs - SL Credit		\$794,425.44	\$1,115,021.16	\$1,006,164.72	\$910,031.76
% Increase		--	40.36%	26.65%	14.55%

Notes

Currently given a \$60K credit

Pending Large Claim Review
2 Lasers at \$800K expected

Pending Large Claim Review
2 Lasers at \$800K expected

Pending Large Claim Review
2 Lasers at \$800K expected

BlueCross BlueShield
of Texas

APPLICATION FOR STOP LOSS COVERAGE

Employer Group Name: Town of Flower Mound
Employer Group Address: 2121 Cross Timbers Road
City: Flower Mound **State of Situs:** Texas **Zip Code:** 75028
Account Number: 031462
Employer Group Number(s): 031462,099925, 037207
Current Effective Date of Policy 01/01/2022
Current Policy Period: These specifications are for the Policy Period commencing on 01/01/2022 and ending on 12/31/2022

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Aggregate Stop Loss Coverage: ☒ Yes ☐ No
 If yes, complete items 1 through 9 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

☐ Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☒ Renewal of Existing Coverage:

☒ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Aggregate Stop Loss Coverage shall apply to:

- ☒ Medical Claims
- ☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- ☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
- ☐ Dental Claims
- ☐ Other (please specify): _____

4. Average Claim Value: 1,372.56 (per Employee per Month)

Attachment Factor: 125% of the Average Claim Value

5. Aggregate Claim Liability and Run-Off Claim Liability Factors

- a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factors:

\$1,715.70 for each Coverage Unit

\$1,715.70 for each Family Coverage Unit

*Please use the continuous text field directly below for any other structure (leaving the fields above blank).
Note: you can use the "return" key to create additional rows, if needed:*

- b. Employer's Run-Off Claim Liability shall be calculated by multiplying the sum average of the total of all Coverage Units during each of the three calendar Months immediately preceding termination by the factors shown below. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

\$457.12 for each Coverage Unit

\$457.12 for each Family Coverage Unit

*Please use the continuous text field directly below for any other structure (leaving the fields above blank).
Note: you can use the "return" key to create additional rows, if needed:*

6. CAP Arrangement ☐ Yes ☒ No

7. Aggregate Stop Loss Claims

- a. The amount of Paid Claims during the current Policy Period, less:

i. Individual (Specific) Stop Loss Claims

ii. Any claims in excess of the Individual (Specific) Stop Loss Claims per Covered Person per Lifetime Maximum

iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period.

- b. In the event of termination at the end of a Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item A.5.b. above. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be \$10,395,083.

8. Stop Loss Premium (Select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$_____.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$3.76 for each Coverage Unit

\$3.76 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

9. The premium is based upon a current membership of 188 Individual Coverage Units and 373 Family Coverage Units.**B. Individual (Specific) Stop Loss Coverage:** ☒ Yes ☐ No

If yes, complete items 1 through 6 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage Period:

☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

☐ Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☒ Renewal of Existing Coverage:

☒ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Individual (Specific) Stop Loss Coverage shall apply to:

☒ Medical Claims

☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager

☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____

☐ Dental Claims

☐ Vision Claims

☐ Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

- a. For NA who is identified by the health identification (ID) number NA, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$NA. Such amount shall apply for the current Policy Period.
- b. For each other Covered Person:
The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$165,000 per Covered Person but not to exceed a maximum Point of Attachment of \$ UNLIMITED per Policy Period. Paid Claims in excess of the maximum point of attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the current Policy Period.
- c. Covered Person per Lifetime Maximum:
The Individual (Specific) Stop Loss Claims shall not exceed UNLIMITED per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.

Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee
☐ Excludes Claim Administrator's Provider Access Fee

5. Stop Loss Premium (select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$____.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$162.70 for each Coverage Unit

\$162.70 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

6. The premium is based upon a current membership of 188 Individual Coverage Units and 373 Family Coverage Units.

Additional Provisions:

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in Application the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Amy Westendorf
Sales Representative

Signature of Authorized Purchaser

Tayyaba Tariq
Name of Underwriter

Title of Authorized Purchaser

Signature of Underwriter

Date

INTERNAL USE ONLY	Date Application approved by Underwriting:
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TOWN COUNCIL AGENDA ITEM NO. 30

REGULAR ITEM

DATE: December 6, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Board of Directors of the Denton Central Appraisal District (DCAD).

BACKGROUND INFORMATION: The property Tax Code, Section 6.03, requires that an election or appointment of members of the Board of Directors of an appraisal district be conducted in odd numbered years. The term of office for elected or appointed members is two years beginning in even numbered years. Furthermore, it is the chief appraiser's responsibility to initiate the process for taxing jurisdictions to select individuals to serve as the Board of Directors.

At the October 4, 2021, meeting Council nominated Sharon Gentry to be considered by the taxing jurisdictions (Resolution No. 25-21).

Her contact information was sent to DCAD and each candidate was provided a nomination form. That information is included (attachment 2) if completed and returned to DCAD.

Each voting unit must cast its vote by written resolution before December 15th.

The purpose of this item is to cast votes, and with consideration toward the entire slate of nominees from the various taxing jurisdictions.

The Town has a total of 115 allotted votes for the DCAD Board of Directors, and 0 for the TAD Board of Directors, which is based upon the 2020 tax levy. Votes may be cast for one nominee or they can be distributed among any number of the nominees.

The five nominees that receive the most votes from the taxing jurisdictions shall become the Board of Directors as of January 1st.

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

ATTACHMENTS:

1. Memo from DCAD
2. Candidates
3. Draft resolution

DRAFT MOTION: Move to approve a resolution casting the vote of the Town of Flower Mound, Texas for the following individuals for the election of the Board of Directors of the Denton Central Appraisal District:



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: All Taxing Jurisdictions
FROM: Hope McClure, Chief Appraiser
DATE: October 28, 2021
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Denton CAD Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Roy Atwood	Denton ISD, City of Carrollton
2. Devona Beaver	Town of Hickory Creek
3. Alex Buck	Lewisville ISD, City of Lewisville, City of Highland Village
4. Dirk Dahlke	Town of Hickory Creek
5. Sharon Gentry	Town of Flower Mound
6. Tom Heslep	City of Highland Village
7. David Johnson	Lewisville ISD, Denton County
8. Nancy Koket	Town of Hickory Creek
9. John Lusk	City of Oak Point
10. Howard Martin	City of Denton
11. Ann Pomykal	Lewisville ISD, City of Lewisville, Denton County
12. Charles Stafford	Denton ISD
13. David Terre	City of Frisco, Town of Little Elm, City of The Colony
14. Tom Washington	Lewisville ISD, Denton County
15. Bryan Webb**	City of Denton
16. Richard Weir	City of Corinth
17. Rick Woolfolk	Denton County

**Bryan Webb has indicated that he does not want to be reappointed to the Board of Directors.

Accompanying this document, you will find Bio Sheets and additional information provided by the nominees. Please take the time to familiarize yourself with the nominees and their qualifications before casting your vote.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT 2021 DISTRIBUTION OF VOTES

JURISDICTIONS		2020 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
<u>SCHOOL DISTRICTS:</u>				
S01	ARGYLE ISD	39,211,263.47	1.7154%	85
S02	AUBREY ISD	19,686,703.81	0.8612%	42
S03	CARROLLTON-FB ISD	59,677,280.15	2.6107%	128
S04	CELINA ISD	486,214.26	0.0213%	1
S05	DENTON ISD	300,528,684.23	13.1471%	654
S15	ERA ISD	1,687.25	0.0001%	1
S06	FRISCO ISD	168,736,156.36	7.3816%	394
S07	KRUM ISD	12,760,715.66	0.5582%	27
S08	LAKE DALLAS ISD	35,082,643.50	1.5347%	76
S09	LEWISVILLE ISD	598,944,850.68	26.2018%	1325
S10	LITTLE ELM ISD	82,583,733.78	3.6128%	178
S11	NORTHWEST ISD	143,902,045.64	6.2952%	312
S12	PILOT POINT ISD	8,842,789.13	0.3868%	18
S13	PONDER ISD	10,459,467.11	0.4576%	22
S17	PROSPER ISD	23,463,503.40	1.0264%	50
S14	SANGER ISD	16,207,613.43	0.7090%	34
S16	SLIDELL ISD	463,687.64	0.0203%	1
SCHOOL DISTRICTS TOTALS		\$1,521,039,039.50	66.540%	3348
<u>COUNTY:</u>				
G01	DENTON COUNTY	\$259,814,593.05	11.37%	567
<u>CITIES:</u>				
C26	TOWN OF ARGYLE	3,068,953.12	0.1343%	6
C01	CITY OF AUBREY	2,336,792.11	0.1022%	4
C31	TOWN OF BARTONVILLE	849,568.70	0.0372%	2
C02	CITY OF CARROLLTON	53,858,677.12	2.3561%	115
C49	CITY OF CELINA	1,486,029.75	0.0650%	3
C03	CITY OF THE COLONY	37,377,039.45	1.6351%	81
C21	TOWN OF COPPELL	1,056,686.12	0.0462%	2
C27	TOWN OF COPPER CANYON	870,253.61	0.0381%	2
C04	CITY OF CORINTH	14,287,227.60	0.6250%	30
C20	CITY OF DALLAS	13,945,214.89	0.6101%	30
C05	CITY OF DENTON	79,144,970.51	3.4623%	170
C42	CITY OF DISH	150,602.62	0.0066%	1
C30	TOWN OF DOUBLE OAK	1,181,394.10	0.0517%	3
C47	TOWN OF CORRAL CITY	14,508.54	0.0006%	1
C07	TOWN OF FLOWER MOUND	54,069,728.62	2.3654%	115
C36	CITY OF FORT WORTH	22,013,466.18	0.9630%	47
C32	CITY OF FRISCO	55,852,464.79	2.4434%	119
C39	CITY OF GRAPEVINE	200.88	0.0000%	1
C22	TOWN OF HACKBERRY	173,998.12	0.0076%	1
C38	CITY OF HASLET	1,618.72	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,132,828.57	0.0933%	5
C08	CITY OF HIGHLAND VILLAGE	13,667,598.50	0.5979%	29
C09	CITY OF JUSTIN	3,013,978.98	0.1319%	7
C18	CITY OF KRUGERVILLE	754,112.28	0.0330%	2
C10	CITY OF KRUM	2,806,666.66	0.1228%	6
C11	CITY OF LAKE DALLAS	3,500,738.06	0.1531%	8
C25	CITY OF LAKEWOOD VILLAGE	497,498.58	0.0218%	1
C12	CITY OF LEWISVILLE	55,532,778.10	2.4294%	118
C13	TOWN OF LITTLE ELM	30,065,520.30	1.3153%	65
C45	CITY OF NEW FAIRVIEW	45,578.69	0.0020%	1
C33	TOWN OF NORTHLAKE	3,668,108.80	0.1605%	8
C24	CITY OF OAK POINT	2,786,607.33	0.1219%	6
C14	CITY OF PILOT POINT	2,193,136.98	0.0959%	5
C29	CITY OF PLANO	6,239,891.59	0.2730%	13
C15	TOWN OF PONDER	1,367,589.48	0.0598%	3
C48	CITY OF PROSPER	5,180,168.58	0.2266%	11
C51	TOWN OF PROVIDENCE VILLAGE	4,562,351.92	0.1996%	10
C17	CITY OF ROANOKE	9,059,520.13	0.3963%	19
C16	CITY OF SANGER	5,380,837.91	0.2354%	12
C34	TOWN OF SHADY SHORES	1,117,288.68	0.0489%	2
C37	CITY OF SOUTHLAKE	509,818.25	0.0223%	1
C28	CITY OF TROPHY CLUB	9,194,185.92	0.4022%	19
C44	TOWN OF WESTLAKE	20,541.29	0.0009%	1
CITY TOTAL		\$505,036,741.13	22.09%	1085
TOTAL ALL JURISDICTIONS		\$2,285,890,373.68	100.00%	5000

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Roy T. Atwood

Name

Carrollton, Texas 75007

Address/City/Zip

(214) 616-0528

royatwood@atwoodgameros.com

Cell Phone

E-mail

1. Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes**
 - a. If yes, what years have you served? 2018-present
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

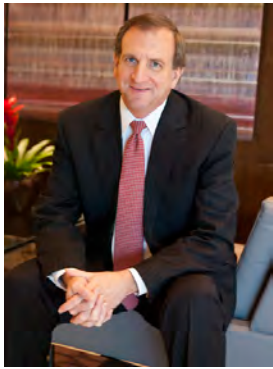
8. Are you directly related to any employee of the Denton CAD? **No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have resided in Carrollton since 1991 and served on various Boards and Commissions in Carrollton over a period of twenty years. For the last 4 years, I have been privileged to served on the DCAD Board of Directors. I appreciate having the opportunity to serve the citizens of Denton County and do so, not with an agenda, but with a desire to see that the interests of the citizens and the taxing districts are well served by the Appraisal District. I would appreciate having the opportunity to continue my service to meet DCAD's changing needs.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have been a licensed attorney in Texas since 1988. I have found that my legal background has been beneficial to the DCAD Board over the term of my service. I also serve on the Board of Directors of My Possibilities, MP Residential and the Down Syndrome Guild of Dallas, all of which are focused on providing opportunities for those with disabilities to live inclusive and fulfilling lives. Community service is very important to me.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com



Roy T. Atwood
Partner

Atwood Gamos LLP

6116 N. Central Expressway, Suite 1400
Dallas, Texas 75206

royatwood@atwoodgamos.com

+1.214.559-7399 (T)

+1.214.481-5502 (F)

Roy Atwood is a trial lawyer with extensive experience in representing companies in complex litigation. He has represented clients in construction, toxic tort, and product liability litigation, as well as state and local tax, outsourcing, contract, environmental class action, and negotiable instrument litigation. He has tried cases in state and federal courts in Texas and across the country and represented clients in arbitration. Roy has served as national coordinating counsel for a group of Fortune 100 companies in lawsuits involving tens of thousands of plaintiffs in more than 20 jurisdictions. As national coordinating counsel, he has served in leadership roles on steering committees and in joint defense groups.

Roy recently represented The Brandt Companies LLC in a lawsuit relating to the construction of a large entertainment venue and in an arbitration relating to construction of a satellite antenna station south of Austin, Texas. He assisted Firestone Building Products with claims relating to damage to the Superdome sustained during Hurricane Katrina. He also represented an international soft drink bottler in litigation over an acquisition. In 2008, he represented at trial a refining company disputing its state income tax obligations in Alaska. In 2001 and 2002, Roy was a member of a team of lawyers who obtained defense verdicts for clients in toxic tort cases, each of which The National Law Journal recognized as one of the top 20 defense wins of the year. Roy was also part of a trial team that represented a municipal utility company in a five-month trial over the construction of a nuclear power plant.

In addition to winning at trial, Roy has successfully negotiated settlements for clients when settlement was the appropriate result, sometimes under very difficult circumstances. In one matter, Roy handled contentious negotiations for a client that lasted five days and were conducted entirely in the presence of a United States Magistrate Judge.

After 14 years as a partner at Jones Day, Roy retired from Jones Day at the end of 2012 and opened Atwood Gamos LLP. He made this move with the intent of providing clients with efficient and high-quality service at reasonable rates. This move also allowed him the opportunity to pursue a passion he has had for many years of counseling families of children and youth with disabilities.

Roy is a frequent speaker on litigation and special education related topics and teaches in trial skills programs. He served for many years on the board of the Trial Skills section of the Dallas Bar Association and is a member of the Dallas Bar Foundation and the Texas Bar Foundation. He is past president of the board of trustees of LaunchAbility, which helped people with developmental disabilities lead fulfilling lives. Roy now serves on the Board of Directors of My Possibilities, which merged with LaunchAbility in 2018. In 2011, LaunchAbility honored Roy with their Milton P. Levy Jr. Volunteer Award. Roy also currently serves as President of the Board of Directors of the Down Syndrome Guild of Dallas and

MP Residential. He has served on various boards and commissions in the city of Carrollton, Texas, including serving as a planning and zoning commissioner. Roy currently serves on the Board of the Denton County Appraisal District. Roy has also served as a Boy Scout leader and a member of the board of a church-sponsored children's weekday program. He also served for years as a teacher and mentor to students in the Student Ministry program at his church.

Roy has been recognized as a Best Lawyer in Dallas by D Magazine and has been recognized as a Texas SuperLawyer each year since 2009 and as a Best Lawyer in America each year since 2014. U.S. News and World Report has recognized Atwood Gameros, LLP as a Best Law Firm each year since 2014.

AREAS OF FOCUS

Business and Tort Litigation
 Construction
 Special Education Law
 Product Liability Litigation
 State & Local Taxation Disputes
 Multidistrict Litigation

HONORS AND DISTINCTIONS

National Law Journal "Defense Verdicts of the Year" (2001 and 2002)
 Texas Super Lawyers (annually since 2009)
 Best Lawyers in America – Commercial Litigation (annually since 2014)
 Best Law Firms in America (annually since 2014)
 D Magazine Best Lawyers in Dallas (annually since 2014)
 2011 Milton P. Levy Jr. Volunteer Award, LaunchAbility
 Member, Dallas Bar Foundation
 Member, Texas Bar Foundation

EDUCATION

Southern Methodist University (J.D. cum laude 1988; Order of the Coif; Editor-in-Chief, Journal of Air Law and Commerce; National Moot Court and Mock Trial Teams)
 University of Illinois (B.S. 1979)

BAR ADMISSIONS

Texas
 Federal Courts for the Northern, Eastern, Southern and Western Districts of Texas

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

^{"Dee"}
DEVONA BEAVER
Name

Address/City/Zip HICKORY CREEK TX 75065

214-682-2107
Cell Phone

deesdesk@hotmail.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I would like to help the City of Hickory Creek and do a Civilduty. I am a Licensed Realtor and feel I could help the City & live in.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have been a resident of Hickory Creek for 17 years. I am a Licensed Realtor and have direct access to important information regarding real estate. I have lived in Denton County for 18 years.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name: **Alex Buck**

Home: Highland Village, TX 75077

Work: Lewisville, TX 75077

214-908-5940, alexmaryb@me.com

- 1) Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
- 2) Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a) If yes, which taxing unit? _____
 - b) When? _____
- 3) Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
- 4) Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **No**
 - a. If yes, what years have you served? _____
- 5) Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
- 6) Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
- 7) Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**
- 8) Are you directly related to any employee of the Denton CAD? **No**
 - a) If yes, please list the degree of relation. _____
- 9) Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**

10) Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Institutions are the backbone of every community. Well organized schools, cities and counties provide the identity that strengthen the intrinsic and real value of our homes and property. Ensuring that we have a fair and transparent system of allocating value is vital to those entities succeeding in their mission providing safe and prosperous neighborhood for families to thrive.

11) Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have been a resident of Highland Village for over 40 years and am a self-employed Real Estate Developer of incubator space for startup businesses. A few of the civic endeavors I have been involved with are:

**Past President/Chairman of
Lewisville Education Foundation
Lewisville Rotary
Denton County Homebuilders Association
Medical Center of Lewisville
Lewisville Economic Development Foundation**

**Lewisville Independent School District
Bond Election Treasurer 2005, 2008 and 2017
Bond Oversight Committee 2011 to 2013
School Finance Advisory Member 2018-2019**

For these and other activities I have been awarded Citizen of the Year for Lewisville and Lewisville High School Hall of Fame among others.

However, what you really need to know is I approach every endeavor with a serious mind, integrity, efficiency and open heart. Those traits are the backbone to create public confidence. If you find me a worthy candidate, I pledge to keep the welfare of all of Denton Counties citizens at the forefront of every decision that needs to be made. Thank you for your consideration.

Return to:

Misty Baptiste - Denton Central Appraisal District 3911 Morse St.
Denton, TX 76208 misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

DIRK DAHLKE
Name

Address/City/Zip

972-322-2171
Cell Phone

DIRK@DIRKSELLSHOMES.COM
E-mail

1. Are you a resident of Denton County? Yes ☒ No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes ☒ No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes ☒ No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes ☒ No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes ☒ No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes ☒ No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes ☒ No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes ☒ No

8. Are you directly related to any employee of the Denton CAD? Yes ☒ No ☐
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes ☒ No ☐
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

As a property owner and active participant in local charitable and business organizations, I have a long-standing interest in the management and growth of Denton County. I would be honored to serve on this Board to help in any capacity possible.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have previously served as President of the Denton County Lake Cities Chamber of Commerce, Pres. of Lions Club, President of Lewisville Noon Rotary, Board Member of Boys + Girls Club, member of VIPs for Corinth Police Dept, Director of local HOA, and several other volunteer positions. My wife and I own American Realty.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Sharon Gentry
Name

/Flower Mound, TX 75022
Address/City/Zip

972-800-8780
Cell Phone

Sharon.k.gentry@gmail.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

My management experience directly applies to the requirements of the Board of Director that will hire the chief appraiser and set the budget. My experience with the Appraisal District gives me an understanding of the agricultural aspect of the district since purchasing the property in Flower Mound in the 1960's.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

As a graduate of the University of Texas at Arlington with a degree in Math and Computer Science, I spent 25 years with Texas Instruments (TI). When TI sold my division, I spent 14 more years working for that division in two other companies. My experience was as a Software Engineer and Manager. As a Manager, I interviewed and hired employees. As a Cost Center Manager, I managed a budget.

During those years, I also ran an Arabian Horse farm and am now a beekeeper with an Agricultural Exemption.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

TOM NESLER
Name

Address/City/Zip

972-679-8982
Cell Phone

HIGHLAND VILLAGE TX 75077
E-mail
TOM.NESLER@YAHOO.COM

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Commercial Banker for 40 years. I would like to learn & understand the County Appraisal Process better. I have experience in Residential Lending & Land Development as well. I am a City Councilman for the City of Highland Village & have been a resident since 1991.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

The desire to serve & give back

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

David A. Johnson
 Name _____

Flower Mound Tx 75022 Address/City/Zip _____

817-575-7593 Cell Phone _____

dajntx@gmail.com E-mail _____

1. Are you a resident of Denton County? Yes/No ☒
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No ☒
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No ☒
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No ☒
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No ☒
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No ☒
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No ☒
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No ☒

8. Are you directly related to any employee of the Denton CAD? Yes/No ☒ No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No ☒ No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

My many years on Flower Mounds PDZ has given me great respect for the county's role in property records & valuations. In addition property taxes is top of mind for most Texas residents so I believe proper procedures & transparency are of utmost importance. My 25 yrs of banking & public service are good traits for the DCAD Board.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

My attached resume provides my personal & community background.

Thank you for your consideration!



Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Bio for David A. Johnson

Mr. Johnson is originally from the Midwest and is a 26-year resident of Flower Mound. He has a 33-year career in finance and banking, is married, and has two adult children.

Mr. Johnson has been involved in Flower Mound and Denton County for more than 20 years in several capacities, including community and charity-based activities.



- Habitat for Humanity of Denton County – 4 years, Past Board President
- Flower Mound Planning & Zoning Commissioner – 10 years and past Chairman
- United Way of Denton County Project Blue Print Graduate – 2019
- Active Rotarian for 10+ years, currently with Cross Timbers Rotary
- Wellington HOA Board of Directors – 6 years and several Officer Positions
- Cross Timbers YMCA Board – 10 years, Board Chairman for 3 years
- Flower Mound Summit Club Member – 10 years
- LISD Facilities Advisory Committee 2016-2017
- Flower Mound Chamber of Commerce Leadership Graduate
- Grapevine Chamber Young Entrepreneurs Mentor
- Active in several area Chambers of Commerce

Mr. Johnson – “I enjoy giving back to my community with my time, philanthropy and ideas. I believe it is important to give back, change lives, and leave a legacy. My non-profit work helps me meet new people, learn about different facets of our society, and share my business acumen. My volunteer work in local government allows me to give back, have input, be informed and be part of the process.”

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Nancy Koket
Name

Hickory Creek, TX 75065
Address/City/Zip

214 727 3602
Cell Phone

Nancy@NancyKoket.com
E-mail

1. Are you a resident of Denton County? Yes/No ☒
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No ☒
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No ☒
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No ☒
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No ☒
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No ☒
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No ☒
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No ☒

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10/10/1917

10/10/1917

8. Are you directly related to any employee of the Denton CAD? Yes/No ☒ No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No ☒ No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have lived in Denton County for over 35 years and I feel passionate about our property values and being fair to all residents equally. I have been a residential Realtor for 17 years and I have knowledge and ongoing training in property values and how values can be analysed

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have served on the Hickory Creek EDC Board for the past (approx.) 8 years. This has allowed me to gain insight in the value of our tax dollars and a better understanding of our state operating budget and transparency. I would be honored to serve on this board. I currently serve on my local

Return to:

Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

MLS Board at The Greater Lewisville Assoc. of Realtors.

Nancy Koket

REALTOR® CRS, GRI, ABR

RE/MAX Cross Country

214 727 3602

Nancy@NancyKoket.com



1990 Justin Rd.
Highland Village TX
75077



Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name John Lusk

Ad Oak Point 75060

Cell Phone 214-601-3613 E-mail johnlusk706@gmail.com

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? not paid
 - b. When? City Council - Oak Point
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: DP City Council
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

fresh look at appraisals & property taxes

retired and ready to volunteer

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

- served on P & Z committee in O.P. 4 yrs
 - currently serving on O.P. City Council, 5th year
 - mayor pro-tem O.P.
 - retired, with time & energy to work
 - no old-boy-network here - instead, I will have a fresh attitude towards the job.
 - appoint me - You won't be sorry!

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Howard Martin
Name

Denton, Tx 76205
Address/City/Zip

940 391 1104 howardmartinjr@verizon.net
Cell Phone E-mail

1. Are you a resident of Denton County? ☒ Yes ☐ No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? ☒ Yes ☐ No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? ☒ Yes ☐ No
 - a. If yes, which taxing unit? City of Denton
 - b. When? 1976 - 2017
3. Are you, or have you ever been an employee of Denton CAD? ☒ Yes ☐ No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? ☒ Yes ☐ No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? ☒ Yes ☐ No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? ☒ Yes ☐ No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? ☒ Yes ☐ No

8. Are you directly related to any employee of the Denton CAD? Yes/No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have been a public servant for 41 plus years with the City of Denton. I see this potential appointment as a continuation of that service to the public.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I graduated from UNT in 1975. My career with the City of Denton has been in all aspects of utilities: electric, water wastewater and solid waste. I have also been responsible for managing streets, traffic control drainage, planning, libraries, and park operations. As an Assistant City Manager, I also served three different times as Interim City Manager.

Return to:

Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name

Ann Pomykal

Address/City/Zip

Cell Phone

214 364-0039

E-mail

annpomykal@aol.com

1. Are you a resident of Denton County?
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term?
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County?
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD?
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors?
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District?
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years?
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years?

Yes ☒ No

Yes ☒ No

Yes ☒ No

Yes ☒ No

Yes ☒ No

Yes ☒ No

Yes ☒ No

Yes ☒ No

8. Are you directly related to any employee of the Denton CAD? Yes/No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I will bring to the Denton County Appraisal District Board the following;

1. Strong business experience - 27 years at Texas Instruments in key leadership roles, last 7 years as Executive Director TI Foundation
2. Proven track record of board Leadership across the metro plex.
 Serving now on the Executive Board of United Way of Denton County.
3. Strong ties to Denton County - I grew up in Denton, raised children in Lewisville and grand children were raised in Highland Village
4. Strong commitment to learning

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I commit myself 100% to any project I take on.

My past commitments to education, health and human services and having served in public office including Mayor gave me a broad view of using data and other resources to make decisions.

Being Director of Corporate Citizenship at Texas Instruments and the TI foundation has given me a strong financial and business base for this opportunity.

My highest priority is my family and being outdoors.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208

misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Tx 76209
Name _____

Charles Stafford
Address/City/Zip _____

940 595 7253
Cell Phone _____

charlesramseystafford@yahoo.com
E-mail _____

1. Are you a resident of Denton County? Yes/No ☒ Yes ☐ No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No ☒ No ☐ Yes
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No ☒ No ☐ Yes
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No ☒ No ☐ Yes
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No ☒ No ☐ Yes
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No ☒ No ☐ Yes
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No ☒ No ☐ Yes

8. Are you directly related to any employee of the Denton CAD? Yes/No ☒ No
 a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No ☒ No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Service on the CAD Board of Directors is an exercise in public service. I believe in government administered by citizen volunteers. The opportunity to serve is a founding principle of our democracy. I have the time, experience, and skills to serve on this board and would deeply appreciate the opportunity to serve for another term.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

The district is very high-performing compared to other, similar districts in North Texas. We are entering into a prolonged period of unprecedented growth. We have the people and the systems in place to manage that growth, and to give excellent service to our taxpayer.

Return to:

Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208

misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

David Terre

Name Address/

75056

City/Zip

972-740-4526

Cell Phone

terre.david@yahoo.com

E-mail

1. Are you a resident of Denton County? Yes/No
 a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 a. If yes, which taxing unit? _____
 b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 a. If yes, what years have you served? 8 years
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
 a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have previously served four terms on the DCAD Board of Directors and if re-elected this will be my fifth one. In our last 2019 DCAD Election there were 20 candidates of which I received the highest vote total of 1,505. I am currently serving as Vice Chairman of the DCAD Board.

I am in my fourth term on The Colony City Council having received a record 86% of the final vote in last year's election.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I believe I bring great experience to the Board of Directors and will commit to attend all meetings and continue making meaningful contributions as a DCAD Board Member.

Please see attached resume for additional information.

Return to:

Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

David Terre

3941 Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com



OBJECTIVE

If elected to a fifth term, I will continue to work hard, be organized, use common sense, and always apply the golden rule. This approach has enabled me to make significant contributions during my previous four terms.

EDUCATION

Drake University/ Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales | Wilson Sporting Goods
Retired

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council and most recently was again re-elected Mayor Pro Tem in 2020
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2021 - Re-elected to a fourth term on City Council receiving 86% of total votes

The Colony Planning & Zoning Commission

2008-2011

- Served as Vice Chair

HONORS

- 1982 – Drake University Basketball Hall of Fame
- 1994 – Moberly Community College Basketball Hall of Fame
- 1995-2003 – Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 – Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 –Washington High School Hall of Fame
- 2018 –Roaring Lambs Hall of Fame

DCAD ACCOMPLISHMENTS

I have worked with my fellow Board Members to achieve the following meaningful results:

- Ensure a Quorum is established by being present at each meeting while achieving perfect attendance record.
- Make informed decisions doing the necessary preparation prior to each meeting
- Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
- Participate in the development and evaluation of the Chief Appraisal Officer each year
- Developed a Management Plan for time periods of six months, two years, and five years to be updated annually
- Completed cross training of all individuals and teams
- Initiated an Incentive Program for Innovated Efficiency
- Committed to making DCAD a leading star in the industry

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name Tom Washington

Address/City/Zip ry / Denton County 75007

Cell Phone 972-849-6947 E-mail trw56@earthlink.net

1. Are you a resident of Denton County? Yes/No
 a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 a. If yes, which taxing unit? _____
 b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 a. If yes, what years have you served? 2012/2013
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes ☒ No
- a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes ☒ No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Bring fresh leadership to the DCAV Board
 Increase transparency for the taxing jurisdictions
 Evaluate Chief Appraiser performance
 Examine and evaluate effectiveness of DCAV

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Please see Attachment for details.

- Prior DCAV Board Secretary 2012-2013
- Served in multiple Denton County leadership positions
- Texas Certified Public Accountant
- 42 years of business experience.
- Denton County property taxpayer.
- Held multiple volunteer leadership positions
- Available to serve.

Return to:

Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Thomas R Washington CPA, Real Estate Broker

Trw56@earthlink.net

972-849-6947

Personal:

Married 39 years with 2 children who attended LISD schools.
Denton County Homeowner since 1984. Live in Carrollton, Texas

Professional:

Commercial Real Estate experience since 1984 (Licensed Broker, since 1987).
Certified Public Accountant (Licensed, since 1982)
BBA Public Accounting, University of Wisconsin, 1979 Cum Laude Honors
Completed all work except exam for NAR Certified Commercial Investment Manager (CCIM).
National Partner in Strategic Financial Consulting Firm since 2017. - I work every day with multiple business owners to increase the effectiveness and efficiency of their companies.
Successfully owned, managed and sold multiple businesses in Denton County for more than 20 years.
Dallas 100 Award, Top Ten Winner, 1997. Fast Tech 50 Award Winner, 1997.

Public Service:

Denton County Appraisal Board of Directors, Secretary 2012-2013.
Denton County MHMR Board of Trustees, Secretary.
Denton County Special Condemnation Commissioner, Current.
Co-Chair, 2005 Lewisville ISD Bond Election.
Carrollton Rotary Club, Member.
Vice Chair, Denton County Republican Party 2004-2010.
State Executive Republican Committee, Member 2010-2014.
Treasurer, Republican Party of Texas 2015-2017.
National Treasurer, The National Society of Washington Family Descendants, Inc. (501c3 public charity).
Business Navigators (service organization), Member.

Denton Central Appraisal District:

Key Goals:

Bring fresh leadership to the DCAD Board of Directors.
Examine and evaluate effectiveness of current operations in meeting required DCAD duties.
Evaluate new Chief Appraiser.
Increase transparency for the taxing jurisdictions.

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. Please return this form by October 27, 2021.

Name RICHARD M. WEIR

Address/City/Zip CORINTH, TX 76210

Cell Phone 937-763-1690

E-mail PEGASUS DUDE@YAHOO.COM

1. Are you a resident of Denton County? Yes/No ☒
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No ☒
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No ☒
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No ☒
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No ☒
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No ☒
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No ☒
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No ☒

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

PROPERTY TAXES ARE A SUBSTANTIAL EXPENDITURE FOR MOST DENTON COUNTY HOMEOWNERS AND BUSINESSES. FOR ME PERSONALLY THEY RANK 2ND ONLY TO FOOD IN MY ANNUAL BUDGET. AS A MEMBER OF THE DCAD BOARD OF DIRECTORS I WOULD BE IN POSITION TO ENSURE THE APPRAISAL PROCESS IS ACCURATE AND FAIRLY IMPLEMENTED FOR ALL STAKE HOLDERS.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I HAVE AN ACCOUNTING DEGREE FROM THE UNIVERSITY OF CINCINNATI AND A TEXAS CPA CERTIFICATE. PRIOR TO RETIREMENT I WAS EMPLOYED FOR 30 YEARS AS AN ACCOUNTANT IN THE TEXAS OIL INDUSTRY. MOST OF THAT WORK WAS IN FINANCE, INTERNAL AUDITING, AND CONTRACT COMPLIANCE.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name Rick Woolfolk

Address/City/Zip Denton, TX 76201-3011

940-391-3728 R. Woolfolk1@verizon.net

Cell Phone E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? 1999 - 2006?
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

With my business background and qualification I am uniquely qualified to set policy and evaluate the Chief Appraiser as a board member. I have served on many boards and commissions in Denton over the past 32 years. The efficiency and financial advice have always provided positive results for taxpayers and the agency involved.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Leadership Roles at both the local and national levels. Awards at many of those levels for contributions in leadership roles.

Dedicated to insuring the taxing entities are fairly and properly represented to avoid surprises.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. __21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CASTING THE TOWN OF FLOWER MOUND'S ONE HUNDRED FIFTEEN(115) ALLOCATED VOTES FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6.03 of the Tax Code provides for the selection of members for the Denton Central Appraisal District's Board of Directors based on the standard process of nominations and selection by the voting units in a taxing jurisdiction; and,

WHEREAS, the Town of Flower Mound, Texas, based on the 2020 tax levy for the Town, was allocated a total of one hundred fifteen (115) votes to cast for nominated candidate(s) named on the memo provided by the Chief Appraiser of the Denton Central Appraisal District; and,

WHEREAS, upon receiving the selections submitted by all voting units of the taxing jurisdiction, the five nominees receiving the most votes will be appointed members of the Board of Directors for the Denton Central Appraisal District; and,

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to cast the Town's one hundred fifteen (115) allocated votes towards the selection of the Board of Directors for the Denton Central Appraisal District.

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

SECTION 1

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

SECTION 2

The Town Council hereby casts the votes of the Town of Flower Mound, Texas, to: _____ for a total of 115 in the election of the Board of Directors of the Denton Central Appraisal District.

SECTION 3

This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____ ON THE 6TH DAY OF DECEMBER 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Town Council Future Agenda Items



SCHEDULED	Regular	Placeholder: discuss a continuation of training for boards and commissions, as well as staff and legal support roles
12/16/2021	Work Session	Development fee study presentation and impact fee discussion.
1/3/2022	Consent	Consider approval of a Charter Service Agreement with _____ in an annual amount not-to-exceed \$_____, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.
	Consent	City Works Migration and Implementation Services
	Consent	Consider approval of the purchase of street leveling services from Nortex Concrete Lift & Stabilization, Inc., through a City of Grand Prairie contract, in the estimated annual amount of \$75,000.00.
	Consent	Water Emergency Preparedness Plan
	Consent	Consider approval of an Interlocal Cooperation Agreement with the City of Lewisville for the Garden Ridge Blvd. at Forest Vista Dr. Signal project, for \$85,000.00; and authorization for the Mayor to execute same on behalf of the Town.
	Consent	Garden Ridge Blvd @ Forest Vista; FM1171 @ Canyon Falls Dr; FM2499 @ Firesheel Traffic Signal Rehab
	Consent	Consider approval of an ordinance amending Appendix A "Fee Schedule" to update Library fees.
	Consent	Garden Ridge Blvd @ Forest Vista; FM1171 @ Canyon Falls Dr; FM2499 @ Firewheel Traffic Signal Rehab
	Consent	Design PSA for Timber Creek Road at College Parkway Intersection Recon & Melody Court Recon
	Presentation	Proclamation and presentation of Hometown Hero to Hunter Leyendecker
	Presentation	Insurance Services Office to present Public Protection Classification 1 (PPC/ISO 1) to the Town of Flower Mound Fire Department
	Presentation	Tarrant County to present 2020 Coronavirus Pandemic historical book.
2/7/2022	Consent	Consider approval of Amendment No. 2 to the Fiscal Year 2021-2022 Capital Improvement Program.

SCHEDULED	2/21/2022	Presentation	Environmental Conservation Commission Update
	3/7/2022	Consent	Consider approval of a Construction Agreement with CONSTRUCTION COMPANY for the Hillside Water Line Connection project, in the amount of \$XXX; and authorization for the Mayor to execute same on behalf of the Town.
	3/21/2022	Presentation	School Liaison Committee Update
	4/18/2022	Presentation	Community Development Corporation and Parks Board Update
	5/16/2022	Presentation	Transportation Commission Update
	6/16/2022	Presentation	All Together Flower Mound Commission Update
	6/20/2022	Presentation	Veterans Liaison Board Update