

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

6/6/2022

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

6:00 P.M.

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

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com or by calling 972.874.6005 and leaving a message.

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. PRESENTATIONS

1. Certificate of Achievement presented to Tvisha Modi for Team USA - Badminton
2. Our Daily Bread – Denton information and programs
3. Transportation Commission update

E. PUBLIC COMMENT

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

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

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, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

Town Council Meeting Agenda
June 6, 2022
Page 2

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Morriss Rd speed limit
3. Economic Development projects
4. Organizational updates
5. Flower Mound Junior Leadership Program

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. The Strategic Planning Session is scheduled for Thursday, June 16, 4:00 p.m.
2. A regular meeting is scheduled for Monday, June 20.

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 5/17- Consider approval of the minutes from a regular meeting of the Town Council held on May 17, 2022.
2. Minutes 5/25- Consider approval of the minutes from a special work session of the Town Council held on May 25, 2022.
3. Audit Services Agreement- Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2022; and authorization for the Mayor to execute same on behalf of the Town.
4. CDBG Housing Specialist- Consider approval of a Professional Services Agreement with Tom Davis to provide Housing Rehabilitation Specialist services, and authorization for the Mayor to execute same on behalf of the Town.
5. Oncor Rate Case- Suspension Resolution- Consider approval of a resolution suspending the June 17, 2022, effective date of Oncor Electric Delivery Company's requested rate increase in order for the Town to study the request with other cities in the service area.
6. Street name change (Bridgewater Ave)- Consider approval of an ordinance for a street name change for Bridgewater Avenue (200 - 300 block) to McConathy Way (200 - 300 block) (The Transportation Commission recommended to change the street name by a vote of 6 to 0 at its May 10, 2022, meeting)

Town Council Meeting Agenda

June 6, 2022

Page 3

7. Street name change (Lake Ridge Rd area)- Consider approval of an ordinance for a street name change for a section of roadway known as Boat Ramp on the eastern end of Lake Ridge Road to Lake Ridge Drive. (The Transportation Commission recommended to change the street name by a vote of 6 to 0 at its March 8, 2022, meeting)
8. 2021 Water and Wastewater Model Update- Consider approval of a Professional Services Agreement for the 2021 Water and Wastewater Model update project, with Kimley-Horn, for \$25,400; and authorization for the Mayor to execute same on behalf of the Town.
9. Bakersfield Field 11 Construction Award- Consider approval of a Construction Agreement with GeoSurfaces, Inc. for the purchase and installation of artificial turf on the infield of field #11 at Bakersfield Park, through The Interlocal Purchasing System (TIPS), in the amount of \$169,070.00; and authorize for the Mayor to execute same on behalf of the Town
10. CIP Amendment 5- Consider approval of Amendment No. 5 to the Fiscal Year 2021-2022 Capital Improvement Program.
11. Peacock Park Playground- Consider approval of the purchase and installation of the 2021-22 Playground Replacements project, for Peacock Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$243,189.00.

K. REGULAR ITEMS

12. SUP21-0005 Bosco Boat Dealership- Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.) (On February 7, 2022, Town Council postponed this item to the March 21, 2022, meeting by a vote of 5 to 0 at the Applicant's request). (On March 21, 2022, Town Council postponed this item to the June 6, 2022, meeting by a vote of 5 to 0 at the Applicant's request).
13. Oak St Lift Station Const Award- Consider approval of a Construction Agreement with Fort Worth Civil Constructors, LLC for the Oak Street Lift Station and Force Main Phase IV project, in the amount of \$5,465,406.00; and authorization for the Mayor to execute same on behalf of the Town.

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.

Town Council Meeting Agenda
June 6, 2022
Page 4

M. CLOSED MEETING

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

- a. Consultation with Town Attorney.
 - 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - 2. Rockledge Park
 - 3. Housing Discrimination Complaint
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, 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.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ).

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: June 3, 2022, at 2:10 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 6, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on May 17, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 17, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 5/17

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

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 17, 2022**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 17TH DAY OF MAY 2022, 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

and after item H:

Brian Taylor	Councilmember Place 3
--------------	-----------------------

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

Theresa Scott	Town Secretary
James W. Childers	Town Manager
Bryn Meredith	Town Attorney
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer

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

Mayor France led the pledges and gave the invocation

D. PRESENTATIONS

1. Proclamation of National Public Works Week, May 15-21

Mayor France recited the Proclamation and presented it to Clay Riggs, Director of Public Works.

2. Proclamation for National Police Week, May 15-21

Mayor France recited the Proclamation and presented it to Assistant Police Chiefs Mitchell and Jennings.

E. 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.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 17, 2022

PAGE 2

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 1868 Meyerwood Ln	Charter & TIRZ
2.	Don Gilmore, 5300 Kensington Ct	Thanks - CM Bumgarner
3.	Mary Kay Walker, 3229 Oak Meadow	SIM Auxiliary
4.	Charly Sue Delorbe, 824 Stone Trail Dr	Congratulate Ben
5.	Marcos Delorbe, 824 Stone Trail Dr	Congratulate Ben

F. CONSENT ITEMS

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

1. Minutes 5/2- Consider approval of the minutes from a regular meeting of the Town Council held on May 2, 2022.
2. 2023 Ford F-450 Diesel Ambulance- Consider approval of the purchase of a 2023 Ford F-450 Frazer Type 1 Ambulance for the Fire and Emergency Services department from Frazer, LTD. through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program in the total amount of \$273,338.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Canvass Election- Consider approval of an ordinance canvassing returns and declaring results of a general election held May 7, 2022, for the purpose of electing Council Member Places 1 and 3 and providing an effective date.

ORDINANCE NO. 27- 22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 7, 2022, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 1 AND 3, OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Bumgarner moved to approve by consent Items 1 – 3, 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****G. RECOGNITION OF AND REMARKS FROM OUTGOING COUNCILMEMBER BEN BUMGARNER**

Mayor Pro Tem Bumgarner offered remarks regarding his time of service on Council, encouraged everyone to remain engaged in the community, and extended congratulations to Brian Taylor.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 17, 2022**PAGE 3**

Mayor France and members of Council offered remarks regarding Mayor Pro Tem Bumgarner's service and wished him well in his future endeavors. He was also presented with various tokens of appreciation from the Town.

H. OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS

1. Administer Oath of Office to newly elected Councilmember Place 1, Adam Schiestel and issue Certificate of Election.
2. Administer Oath of Office to newly elected Councilmember Place 3, Brian Taylor, and issue Certificate of Election.

Ms. Scott administered Oaths of Office to each newly elected official and Mayor France issued their Certificates of Election.

I. REMARKS FROM NEWLY ELECTED COUNCILMEMBERS

Councilmembers Taylor and Schiestel offered expressions of thanks to those who helped with their campaign, as well as those that voted. Each also outlined goals they have for the Town.

Mayor France and Councilmembers offered congratulations to Brian Taylor.

J./K. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 6:49 p.m. on May 17, 2022, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, and, 551.074, for consultation with attorney, and to discuss matters relating to personnel and reconvened into an open meeting at 7:33 p.m. on May 17, 2022, to take action on the items as follows:

a. Consultation with Attorney as follows:

1. Case 4:22-cv-00371 La Estancia Investments, L.P. v. Town of Flower Mound, Texas et al
2. Housing Discrimination Complaint

No action taken.

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

Councilmember Schiestel moved to elect Sandeep Sharma as Mayor Pro Tem. Councilmember Taylor seconded the motion.

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

Councilmember Schiestel moved to elect Ann Martin as Deputy Mayor Pro Tem. Mayor Pro Tem Sharma seconded the motion.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 17, 2022**PAGE 4****VOTE ON MOTION:***Motion passed***AYES: TAYLOR, SHARMA, ENGEL, SCHIESTEL, MARTIN****NAYS: NONE****L. COORDINATION OF CALENDARS**

1. A special work session is scheduled for 2:00 pm, Wednesday, May 25.
2. A regular meeting is scheduled for Monday, June 6.

Mayor France announced the above referenced meetings and confirmed that all members of Council plan to attend.

M. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 7:35 p.m. on May 17, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: June 6, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a special work session of the Town Council held on May 25, 2022.

BACKGROUND INFORMATION: The Town Council held a special work session on May 25, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 5/25

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

THE FLOWER MOUND TOWN COUNCIL SPECIAL WORK SESSION HELD ON THE 25TH DAY OF MAY 2022, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 2:00 P.M.

Administrative Note: No audio or video recording was taken of this special work session; however, it was open for the public to attend.

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

Derek France	Mayor
Sandeep Sharma	Mayor Pro Tem
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Brian Taylor	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Anne Carnes	Deputy Town Secretary
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Ray Watson	Director of Economic Development
Melody Eby	Economic Development Specialist
Melissa Demmitt	Director of Communication

and the following business representatives:

Al Bala	CEO, Mannatech
Jeremiah Hansen	President, Texas Bank & Trust
Mike Martinez	Director, CTDI
Kirk Mann	Senior VP and GM, Mitsubishi
Todd Mabraten	CEO, OrangeGrid
Daryl Mullin	Managing Director, JLL
Tom Pearson	Executive VP, Colliers
Brent Wicker	Principal, Wicker & Associates
Maher Maso	Principal, Ryan and Company
Reece Macdonald	Director, Ryan and Company
Jimmy Archie	Managing Dir., Realty Capital
Jeff Thornton	Regional SVP, Duke
David Watson	Managing Partner, Direct Partners

A. CALL SPECIAL WORK SESSION TO ORDER

Mayor France called the special work session to order at 2:00 p.m.

B. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 1868 Meyerwood Ln	Transparency
2.	Clare Harris, 445 Surrey Ln	Class A in Lakeside, Lakeside Crossing, Block A Lot 6&7
3.	Kevin Hutchens, 4200 Broadway, Apt 1211	Zoning change proposed for Lakeside Crossing, Block A, lot 6&7

C. SPECIAL WORK SESSION ITEM

1. Panel discussion regarding strategies to attract and promote economic development in the Town of Flower Mound, and more specifically Class A office space in the Lakeside Business District.

There was discussion regarding:

- Thoughts regarding Class A office space for Flower Mound, including:
 - o amenities
 - o incentives
 - o bank financing
 - o housing preferences for those working in Class A office space
 - o permitting and approval process
 - o market demand
 - o current inventory
 - o marketing and branding
- Factors business executives consider when deciding to call Flower Mound home (live and work)
- Current trends regarding office size, building levels, parking, number of employees

The Town Council recessed at 3:30 p.m. and reconvened at 3:40 p.m.

There was general Council interest in having these types of roundtable meetings on a biannual basis.

D. ADJOURN WORK SESSION

Mayor France adjourned the special work session at 4:03 p.m. on May 25, 2022, and all were in favor.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: June 6, 2022

FROM: Tammy Wilson, Chief Financial Officer

ITEM: Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2022; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 20, 2020, an agreement with Eide Bailly, L.L.P., was approved for one year with an option to renew, at the Town's discretion, for four additional one-year terms. This request is to exercise the second renewal option, and to approve the engagement letter with Eide Bailly, L.L.P., for the fiscal year ending September 30, 2022. Each year a new engagement letter is submitted outlining the rights and responsibilities of both the auditors and Town staff.

The Town Charter requires an independent annual audit to be made of the books and accounts of each and every department. Eide Bailly, L.L.P., performed the audit for the fiscal year ending September 30, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$63,920

Proposed Expenditure/(Revenue):	Account Number(s):
\$63,920	100-650-51000-5110

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Engagement letter prepared by Eide Bailly, L.L.P.

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



April 29, 2022

To the Town Manager and
Members of the Town Council of
Town of Flower Mound, Texas
C/O Ms. Tammy Wilson
2121 Cross Timbers Road
Flower Mound, Tx. 75028

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of **Town of Flower Mound, Texas** as of September 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise **Town of Flower Mound, Texas'** basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual - General Fund
- TMRS Schedule of Changes in Net Pension Liability and Related Ratios
- TMRS Schedule of Contributions
- TMRS SDBF Schedule of Changes in Total OPEB Liability and Related Ratios
- Retiree Insurance Schedule of Changes in Total OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany **Town of Flower Mound, Texas'** basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Nonmajor Fund Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse.

We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about **Town of Flower Mound, Texas'** ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of **Town of Flower Mound, Texas'** basic financial statements. Our report will be addressed to the governing body of **Town of Flower Mound, Texas**.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of **Town of Flower Mound, Texas'** major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Assist with preparing the schedule of expenditures of federal awards in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Complete the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of **Town of Flower Mound, Texas**. **Town of Flower Mound, Texas'** management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

Town of Flower Mound, Texas' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

L. Diane Terrell is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in approximately January 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$55,420 and our fee for the Single Audit, if applicable, will be \$8,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

The **Town of Flower Mound, Texas** is required to implement Governmental Accounting Standards Board Statement No. 87, Leases, for its fiscal year ended August 31, 2022. Depending on the number of leases that the **Town of Flower Mound, Texas** has, the implementation of GASB 87 could require a significant amount of time and expertise, from both **Town of Flower Mound, Texas'** personnel and Eide Bailly personnel. As a result, it is difficult to estimate the amount of time and expertise that will be required to audit the **Town of Flower Mound, Texas'** implementation of this standard. If the **Town of Flower Mound, Texas** is prepared for this implementation and no adjustments are required to the **Town of Flower Mound, Texas'** listing of leases and journal entries required to record the leases to its financial statements, the estimate to audit the lease implementation could be as low as \$1,500.

However, if the **Town of Flower Mound, Texas'** lease documents appear to be incomplete, incorrect, or not prepared in accordance with the GASB standard, more time and expertise will be required, which cannot be estimated at this time. Further, it should be emphasized that our proposed audit fee(s) stated above does not include assistance with the implementation of the lease standard. Should assistance with the implementation of the lease standard be required, please contact us immediately to discuss planning, scheduling, the scope of assistance requested, etc. We would like to review your status of the lease implementation during the week scheduled for interim/Single Audit testing.

Whenever possible, we will attempt to use **Town of Flower Mound, Texas'** personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Town Manager and Members of the Town Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Abilene, Texas. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Texas law. Any unresolved Dispute shall be submitted to a federal or state court located in Abilene, Texas.

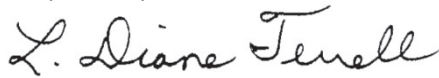
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



L. Diane Terrell
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of management of **Town of Flower Mound, Texas** by:

Name: _____

Title: Town Manager

Date: 06/06/2022

Acknowledged and agreed on behalf of the Honorable Mayor and Members of the Town Council of **Town of Flower Mound, Texas** by:

Name: _____

Title: Mayor

Date: 06/06/2022

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

Date Acknowledged:

Town of Flower Mound, Texas

9

Version V1.1.191b5cdc



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: June 6, 2022

FROM: Brittnei Barnett, Grants & Financial Analyst

ITEM: Consider approval of a Professional Services Agreement with Tom Davis to provide Housing Rehabilitation Specialist services, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In October 2012, the Town began a Residential Rehabilitation program to be funded with a portion of the annual entitlement from the Community Development Block Grant (CDBG) program, under the U.S. Department of Housing and Urban Development (HUD). As stated in the Residential Rehabilitation program guidelines, the Town is to contract with a Housing Specialist to perform initial work write-ups, line-item cost estimates, and inspections of contractor work during the rehabilitation period for each approved home. The Housing Specialist will serve as the rehabilitation expert, acting as the on-site liaison between the contractor and Town staff.

In February of 2015, the Town entered into an agreement with Richard Mudd to perform the Housing Specialist duties. The contract has been renewed each year until 2022 when Mr. Mudd requested to terminate his contract due to his move out of state.

Request for Proposals No. 2022-56 was released, and two responses were received. Town staff recommends that the Town enter into an agreement with Tom Davis to provide services outlined for the Housing Rehabilitation Specialist. As indicated in the agreement, the Town will provide compensation to Mr. Davis in the amount of \$120.00 per hour, on an as-needed basis only, for these services. The term of the agreement is one year, with the option to renew on an annual basis.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:	Account Number(s):
\$120 per hour on an as-needed basis only	361-XXX-97810-5110

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: The Town is using the Professional Services Agreement for Housing Rehabilitation Specialist previously reviewed by Rob Allibon, of Olson, Adkins, Sralla, & Elam L.L.P., who reviewed the agreement as to form and legality. This is the Town's standard professional agreement for this service.

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

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “Contract”) is entered into on this 6 day of June 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation based in Denton County, Texas, (hereinafter referred to as “Town”), acting by and through its Town Manager, and **Tom Davis**, of Arlington, TX (hereinafter referred to as “Consultant”).

WITNESSETH

WHEREAS, Town desires to obtain housing rehabilitation specialist services in connection with the Town of Flower Mound Housing Rehabilitation Program (hereinafter referred to as “Services”); and

WHEREAS, Consultant is qualified to provide such Services and is willing to undertake such Services for Town in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT 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 its industry, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in the Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional or national standards.

II. **SCOPE OF SERVICES**

CONSULTANT shall perform housing rehabilitation specialist services relative to the Town's Housing Rehabilitation program specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit "A" and Exhibit "B" attached hereto. Exhibits "A" and "B" are 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 Exhibits "A" and "B", and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. **COMPENSATION**

CONSULTANT'S compensation for services and expenses to be incurred is specified in the Fee Schedule, Exhibit "C" attached hereto. Exhibit "C" 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 "C" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto. Services will be ordered on an "as needed" basis only. The Fee Schedule includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by Town in writing and signed by both 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 not approved in writing in advance by the Town shall remain the sole responsibility of the Consultant.

CONSULTANT will submit to Town an invoice once per month, upon satisfactory completion of the Services. Within thirty (30) days of receipt of the invoices, Town shall make payment in the amount shown by Consultant's invoice. No interest shall ever be due on late payments.

Nothing contained in this Contract shall require Town to pay for any work that is unsatisfactory as determined by Town or which is not 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.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the amount(s) identified herein above unless Town shall have approved in writing in advance, prior to the performance of additional work, the payment of additional amounts. In cases where additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by Town in writing to proceed.

IV.

TERM

The Contract period is for twelve (12) months from the date of award of Contract, subject to annual funding by the Town Council of the Town of Flower Mound, Texas (hereinafter referred to as "Town Council"), or annual funding through Town's Community Development Block Grant (CDBG) program, unless earlier terminated as provided for herein. All pricing is to remain firm during the Contract period. The Contract is renewable for additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date, and likewise subject to annual funding by the Town council or annual funding through Town's CDBG program, unless earlier terminated as provided for herein.

V.

TERMINATION

Town or Consultant may terminate this Contract for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon receipt of termination notice, Consultant shall stop all work in progress, including subcontracts. In no event shall any such termination give rise to any claim against Town or Consultant, whether for lost profits, costs, overhead or any other reason.

VI.

OWNERSHIP OF DOCUMENTS

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of Town and shall be delivered to Town without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for Consultant's Services.

VII

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 hereinafter required. The insurance requirements shall remain in effect throughout the term of this Contract.

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

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 _____ Employer's _____ 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 basis. The General Aggregate shall apply on a per project basis; and

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 per occurrence.

If any of the foregoing insurance is written on a claims-made basis, 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:

- The Town shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
- 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;
- 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:

Marquita Shamlin
Town of Flower Mound - Purchasing Manager
2121 Cross Timbers Road
Flower Mound, TX 75028

- However, if the policy is cancelled 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 received from its insurer(s);
- 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;

- The policy phrase “Other Insurance” shall not apply to Town where Town is an additional insured on the policy; and
- 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:

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

- 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;
- 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;

- 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
- 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.

VIII.

RIGHT TO INSPECT RECORDS

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

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that Town shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that Town shall have access during normal working hours to all Consultant or subcontractor 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 Consultant or subcontractor reasonable advance notice of intended audits.

IX.
INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY ERROR, OMISSION, INTENTIONAL MISCONDUCT, OR NEGLIGENT ACT 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 THE 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.

X.
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 consultants and the doctrine of respondent superior shall not apply as between Town and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between Town and Consultant.

XI.
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.

XII.
PROVISIONS SURVIVING TERMINATION

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

XIII.
CHANGES

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

XIV.
CONFLICT 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.

XV.
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 for its own use or the use of any third party, at any time during or subsequent to this Contract, such Confidential Information. As used herein, "Confidential Information" mean all oral and written information concerning Town of Flower Mound, its affiliate and subsidiaries, and all oral and written information concerning Town or its activities, which 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 which 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 the Town attorney.

XVI.
MAILING ADDRESS

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:

Purchasing Office
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attention: Marquita Shamlin

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:

Tom Davis
2018 Ravinia Drive
Arlington, TX 76012

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.

XVII.
SUCCESSORS AND ASSIGNS

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

XVIII.
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, state or local law including but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Contract is agreed to be in Denton County, Texas, for all purposes, including performance and execution.

XIX.
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.

XX.
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.

XXI.
ENTIRE AGREEMENT

This Contract embodies the complete 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.

XXII.
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.

XXIII.
HEADINGS

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

XXIV.
VENUE

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

XXV.
NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Contract shall be construed as a waiver of the 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.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

Tom Davis

TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

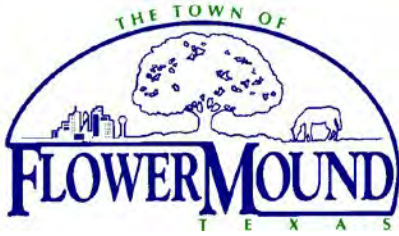
Derek France, Mayor

Name: _____

Title: _____

Date: _____

Date: _____



Purchasing & General Services Competitive Sealed Bids

RFP No:	2022-56-A
RFP Title:	Housing Rehabilitation Specialist
Question Deadline:	April 12, 2022 at 12:00pm (CST)
Due Date and Time:	April 20, 2022 at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in Ion Wave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

Delivery and Mailing Address:	Town of Flower Mound Attn.: Purchasing Division 2121 Cross Timbers Road Flower Mound, Texas 75028
--------------------------------------	--

Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:	Marquita Shamlin Purchasing Buyer (972) 874-6006 marquita.shamlin@flower-mound.com
---	--

The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the bid and will be returned unopened.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION:

The Town of Flower Mound is seeking a vendor to provide Housing Rehabilitation Specialist.

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Town reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Town.

RFP Advertise Dates: April 3, 2022

RFP Release Date: April 3, 2022

Question Deadline: April 12, 2022 at 12:00pm (Central Time)

Due Date and Time: April 20, 2022 at 11:00am (Central Time)

Council Approval Date: TBD

3 CONTRACT TERM

Initial one (1)-year term with options to renew for four (4) additional one-year terms.

Town of Flower Mound RFP No. 2022-56-A Housing Rehabilitation Specialist

I. Introduction

The Town of Flower Mound is accepting proposals to establish an annual fixed-price contract for Housing Rehabilitation Specialist services, as described in the following specifications. Award will be made to the best value proposal, based on the evaluation criteria as stated herein. The initial term of the contract will be one year with optional one-year renewal periods. Orders will be placed on a non-exclusive, as-needed basis as determined by the Town.

If any conflict exists between the Standard Terms & Conditions for Procurement contained herein and the Scope of Services, the Scope of Services shall govern.

II. Scope of Services

A. The Housing Rehabilitation Specialist will be available to work during normal business hours, Monday-Friday from 8:00am-5:00pm, on an as-needed basis, to assist the Grants & Financial Analyst with the following responsibilities related to the Town of Flower Mound's Housing Rehabilitation Program as described in Exhibit A:

1. Financial management
2. Line-item cost estimates
3. Recordkeeping requirements
4. Environmental clearance procedures
5. Lead based paint procedures
6. Monitoring rehabilitation work
7. Equal employment opportunity/Section 504 requirements
8. Contract close-out
9. Any other duties related to the program

B. The Housing Rehabilitation Specialist should possess the following knowledge, skills, and abilities:

1. Knowledge of basic engineering and architectural design principles, practices, procedures, and estimating techniques.
2. Knowledge of project accounting, architectural and construction methods and the principles, methods and practices of project management.
3. Knowledge of laws, rules, regulations, and codes associated with project management.
4. Knowledge of budget policies and principles.
5. Knowledge of contract management principles, methods, and practices.
6. Skill in adapting, interpreting, and applying guidelines and standards.
7. Skill in establishing and maintaining positive relationships with internal and external customers.
8. Ability to utilize available software packages.
9. Ability to exercise sound judgment, tact, and diplomacy in all public contacts.
10. Ability to schedule and coordinate activities between various parties, and planning specific aspects of a project.

11. Ability to communicate in oral or written format to a variety of audiences.

III. Experience

A. Preference will be given to respondents having demonstrated experience in the following:

1. Experience with managing federally-funded local housing programs
2. Experience with Federal Community Development Block Grant (CDBG) Program, through the U.S. Department of Housing & Urban Development

IV. Insurance

ALL RESPONDENTS must submit, with the proposal, one of the following:

- A. Proof of insurance coverage as stipulated in Exhibit B. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit B will be required of the successful provider only.
- B. If respondent is not able to meet the coverages and/or provisions in Exhibit B, a Release and Indemnification of Liability may be executed, as provided in Exhibit C.

V. Questions

The Town of Flower Mound requires that all questions relating to this RFP be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com.

VI. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the following order:

A. *Name of the respondent*

- B. Resume of work history to include at a minimum, qualifications and experience
- C. Experience with same or similar type work and list of previous clients.
- D. Additional information respondent believes will help aide in selection.
- E. At least three references where you have performed the same or similar work.
- F. Other Documents
 - 1. Copies of current policies, current Certificates of Insurance, or Release and Indemnification of Liability
 - 2. Certification Form

VII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of proposer to provide in their proposal any information requested in this RFP may result in disqualification of the proposal. The sole objective of the review committee will be to select the proposal that is most responsive to Flower Mound's needs. The decision made by Flower Mound will be final.

Award will be based on the following evaluation criteria:

- A. Experience with the same or similar type work as evidenced in response to Article VI. Submittals, Section C (54%)
- B. Qualifications of respondent as evidenced in response to Article VI. Submittals, Section B (24%)
- C. Respondent's overall ability to meet and/or exceed the Town's objectives as evidenced in response to Article VI. Submittals, all sections collectively (12%)
- D. References as evidenced in response to Article VI. Submittals, Section E (10%)

VIII. Interviews and Presentations

In fairness to all individuals, requests for interviews prior to the closing time and date will not be permitted. Interviews in person or by phone with prospective respondents may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the proposal. However, the Town of Flower Mound reserves the right to conduct interviews with any respondents.



TOWN OF FLOWER MOUND **RESIDENTIAL REHABILITATION** **PROGRAM GUIDELINES**

Table of Contents

A.	General Provisions	2
B.	Type and Terms of Program Assistance	2
C.	Eligibility Requirements	5
D.	Process & Procedures	8
E.	Contractor Selection	12
F.	Dispute Resolution	12
G.	Changes & Exceptions	14

A. GENERAL PROVISIONS

The Town of Flower Mound Rehabilitation Program ("Program"), funded by the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program, is designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units. This Program is not intended to provide minor home repairs. Forgivable loans are available to achieve cost-effective repairs for low- and moderate-income households within the Town of Flower Mound ("Town").

FAIR HOUSING

This Program will be implemented in ways consistent with the Town's commitment to Fair Housing. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG Funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (children), physical or mental disability, sexual orientation, or other arbitrary cause.

OUTREACH

Community members are informed of the details of the rehabilitation Program and eligibility requirements through area newspapers, advertisements, public meetings, private interviews, Program flyers distributed throughout the Town, and other fair marketing efforts. Pre-qualification and marketing criteria will focus upon income eligibility and rehabilitation needs. Persons who do not speak English or persons with disabilities who wish to participate in the Rehabilitation Program and need assistance should contact Town Hall at (972) 874-6000 so that appropriate arrangements can be made. Para Información en Español Llame al 972-874-6000.

B. TYPE AND TERMS OF PROGRAM ASSISTANCE

FORGIVABLE LOAN TERMS

Maximum Loan Amount: In all cases, the maximum CDBG forgivable loan amount shall be \$60,000 per low-income housing unit.

No interest will be charged.

EXAMPLES OF ELIGIBLE REPAIRS:

- Water heater repair/replacement
- Foundation repair
- Plumbing repair
- Heating/air conditioning repair/replacement

- Window and screen repair/replacement
- Electrical repair
- Repair/replace electrical panel boxes
- Repair/replace/install handrail, guardrail, porch and step structure, wheelchair ramp
- Replace/install weather-stripping and caulking
- Install insulation
- Repair/replace siding and fascia

Eligible projects must adhere to the design standards established by Flower Mound's Building Inspection's Division. Town staff will inspect the home to determine if a requested repair is eligible. Additional costs covered by the loan may include:

- Construction contract (the accepted bid price for the cost of materials and labor);
- Construction contingency.
- Drafting and engineering fees, if any.
- Appraisal and termite inspection charges.
- Permit fees and related building fees.
- Lead Based Paint mitigation

INELIGIBLE PROJECTS

- Repairs that are only cosmetic in nature are not eligible. However, some cosmetic repairs may be carried out under the Program in small areas where a repair has been completed and only when necessary to make the immediate areas match (as close as possible) the surrounding area.
- Repairs covered by insurance claims **are not eligible** for funding from this Program.
- Unsafe and substandard structures that cannot be made safe for habitation for \$60,000 or less will not be eligible for assistance. The owner will receive a letter detailing the hazards and why assistance is being denied. Under such circumstances, the Town will recommend a household seek safe housing as soon as possible

The loan cannot be used to cover costs associated with:

- Relocation Expenses: This Program is subject to the acquisition and relocation provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("Uniform Relocation Act") and Section 104(d) of the Housing and Community Development Act of 1974. Under the Uniform Relocation Act, at 49 CFR 24.2(a) (9) (ii) (E), a nonexclusive listing of persons who do not qualify as displaced persons includes an owner occupant(s) who move(s) as a result of rehabilitation or demolition of the real property. If the

homeowner(s) are required to temporarily relocate during the rehabilitation, the Town will not provide any assistance with relocation expenses because this is a voluntary program.

Recapture Provisions: The Town is offering homeowner rehabilitation assistance in the form of a deferred payment loan. As part of the Program, the Town places a lien on the property (as a “soft second” lien) that is released upon maturation of the loan.

Homeowners receiving assistance from the Town are required to have the home remain their principal place of residence for not less than five (5) years from the date of the loan for those projects totaling more than \$30,000 and three (3) years for those projects totaling \$30,000 or less. If the homeowner(s) no longer occupy(ies) the home as their principal residence during the five-year or three-year loan term, the homeowner(s) will be obligated to pay the Town the prorated amount of the loan. The deferred payment loan will be forgiven at a rate of 1/5 per year or 1/60 per month for a five-year loan term and 1/3 per year or 1/36 per month for a 3-year loan term. Any outstanding balance would be subject to recapture. A lien will be filed listing the Town as a subordinate lien holder.

Change of Title-Owner/Occupants: In the event that an owner occupant sells, transfers title, or discontinues residence in the rehabilitated or purchased property for any reason, the loan becomes immediately due and payable.

If the owner occupant sells or otherwise transfers title of the property to a qualifying income group household, the Town will consider subordinating the loan and continuing all or part of the lien as a deferred loan.

If the owner occupant dies, and if the heir to the property lives in the house and is income eligible, the heir may be permitted, upon approval of the Town, to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the owner occupant dies and the heir is not income eligible, the loan becomes immediately due and payable.

In cases where more than one owner occupant is listed on the title and deed of trust, if one of the owner occupants ceases to live at the property for any reason, then the CDBG loan is assumable if the other owner-occupant who is vested in title provides documentation that he will continue to occupy the home as his principal residence and that the new household continues to be income eligible for the Program. If the new owner-occupant and household are not income eligible for the Program, then the CDBG loan becomes immediately due and payable.

If an owner wants to convert the rehabilitated property to any commercial or non-residential use or a rental unit, the loan becomes immediately due and payable.

LEAD-BASED PAINT

If the property was built before 1978, a lead-based paint risk assessment will have to be performed by a certified risk assessor prior to rehabilitation work commencing. If the test results are negative, construction will be able to proceed. If the test results are positive, the rehabilitation will require that all identified lead hazards be abated. Lead-based paint abatement can only be performed by a certified abatement contractor who employs certified abatement workers who use safe work practices to prevent lead contamination from the abatement. More information on federal requirements for work with lead-based paint can be found in 24 CFR 35 and 40 CFR 745. The homeowner will not be able to occupy a house while lead abatement is performed. If the homeowner does not agree to relocate during the lead-based paint abatement procedures, the project will be terminated.

USE OF CDBG PROGRAM INCOME

All income received from recapture of CDBG deferred payment loans made by the Town will be known as CDBG Program Income and will be returned to the Town for use on CDBG eligible activities.

C. ELIGIBILITY REQUIREMENTS

APPLICANT ELIGIBILITY

1. Income: In order to be eligible for the CDBG assistance, the cumulative gross annual income(s) for all person's age 18 years and over occupying the residence must not exceed 80% of the county's median income as published annually by HUD.

Income will be determined by the provisions of the Section 8 annual income definition at 24 CFR 5.609.

The Town of Flower Mound will use HUD's CPD Income Eligibility Calculator to determine income. HUD has directed the Town to use the "24 CFR Part 5 Annual Income definition of income.

HUD 2021 Income Limits (Denton County):

HOUSEHOLD SIZE	80% OF AREA MEDIAN INCOME – MAXIMUM INCOME LIMIT
1	\$49,850
2	\$57,000
3	\$64,100
4	\$71,200
5	\$76,900
6	\$82,600
7	\$88,300
8	\$94,000

2. Citizenship: Applicants must be United States citizens or legal resident aliens.
3. Assets: If applicants have liquid assets of \$8,000 or above, they will be required to apply all amounts in excess of \$8,000 toward their home rehabilitation. Liquid assets are those that can be readily converted to cash such as cash, checking, savings, stocks, and bonds. Tax deferred accounts such as IRAs, 401Ks, and other retirement accounts are excluded from the definition of liquid assets. Applicants must certify on their application form whether they have liquid assets of more than \$8,000 or not.
4. Additional documents will be required to document income eligibility per HUD regulations.

NOTE

Town employees that reside within the Town are subject to the same eligibility requirements and procedures as all other applicants.

PROPERTY ELIGIBILITY

1. Location: The property must be located within the Town of Flower Mound.
2. Property Type: An eligible property must have an existing single-family residence that is the principal residence of the applicant.
 - Applicant must provide proof of a homestead exemption on the property.
3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the Program.
 - Applicant is listed as the property owner (a title search will be conducted).
 - Mortgage payments must be current.
4. Homeowner's Insurance: Proof of homeowner's insurance is required.
5. Property tax: Proof of property tax payment required.
6. Environmental Review:
 - Property must not be located in a Special Flood Hazard Area (*i.e.*, subject to inundation by the 1% Annual Chance Flood per FEMA) in order to be eligible for the Program.
 - If the property meets the Environmental Review criteria above, staff will determine whether the property to be rehabilitated meets all environmental requirements under 24 CFR Part 58 and can be rehabilitated through the Program.

NOTE

- **Submitting an application and meeting eligibility criteria does not commit the Town of Flower Mound to undertake a project.** In addition, a visit by the contractor does not imply a final approval of the project. If the cost estimates of the project exceed the maximum amount allocated under the program, the application will be terminated.
 - The homeowner must respond to contact by the Town within 10 business days and submit all supplemental documentation within 15 business days of request by the Town.
- o Failure to meet either of these conditions will result in the termination of the application.**

FEASIBILITY OF REHABILITATION

1. Initial Inspection: When property eligibility and income eligibility have been determined, the Housing Specialist completes a detailed inspection of the house and prepares a line-item work write-up and in-house cost estimate. Costs are determined based upon experience and the use of a construction estimation program.
2. Rehabilitation Standards: Every loan made under this Program shall be used to finance rehabilitation to at least minimum Program property standards, and all work performed will comply with the Town's currently adopted International Residential Code.
 - All items listed as "Tier 1" in the Rehabilitation Program's Minimum Property Standards must be able to be satisfied in order to qualify for the Program.
 - If the total rehabilitation cost of all Tier 1 items can be satisfied for less than the maximum loan amount, the applicant, Town staff and Housing Specialist may collaborate on the selection of "Tier 2" items for repair with the remaining loan funds available.
 - If there are any code violations that can be rehabilitated as Tier 2 items, these items must be addressed before other Tier 2 items can be selected for repair.
3. Lead Hazard Inspection and Mitigation: Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the federal LBP regulations in accordance with the most recently published CDBG grant management manual chapter on LBP located in 24 CFR 570. More information on LBP requirements can be found in 24 CFR 35 and 40 CFR 745.
4. Determination of Rehabilitation Feasibility:
 - All costs relating to the rehabilitation of a house must not exceed the maximum loan amount of \$60,000. 25% of the loan amount is reserved for change orders for projects totaling more than \$30,000 and 15% for those totaling \$30,000 or less. The costs include, but are not limited to:
 - o The line item in-house estimate for rehabilitation that would comply with

the rehabilitation standards identified in item 2 (Rehabilitation Standards) above;

- o LBP mitigation; and
- o Permit fees and related building fees.
- If all costs to rehabilitate the structure total more than the maximum loan amount of \$60,000, the house would not be eligible to participate in the Rehabilitation Program.
- Repairs in excess of 50% of the house value may make the property ineligible for the Program.

5. Maximum Limits for the Program:

- Once the project is completed, no additional assistance may be requested before the term of the loan is complete.
- Lifetime Maximum of two repairs or a maximum total expenditure of \$120,000. Please note that the overall total in repairs cannot exceed more than 50% of the home value.

D. PROCESS & PROCEDURES

PROGRAM STEP-BY-STEP PROCESS

1. Program representatives (Town staff) speak to or meet with applicants as necessary to explain Program requirements, documentation, the residential unit's rehabilitation needs and the rehabilitation processes. Town staff, when necessary, can also assist the applicant with completing the application form. Additional documents may be obtained through the mail or follow-up visits.
2. Applications will be accepted until the goals of the Program have been met and/or all funds have been committed:
 - Only completed applications will be processed on a first-come, first-served basis. Once applications are completed and all supporting documents have been submitted, Town staff will date the application to determine the order in which the application will be considered. A completed application includes all documents necessary for Town staff to determine income eligibility and property eligibility.
 - When funds committed to accepted applications total an amount that approaches the total CDBG loan funds available, the Town has the right to suspend acceptance of new applications until additional CDBG funds are available.
 - When less than the maximum potential loan amount remains as uncommitted funds, those dollars may be committed to the next eligible applicant. If the expected rehabilitation costs of that applicant's home exceed the remaining funds available, the rehabilitation of that home will be postponed until the following year's CDBG entitlement is available.

Town staff will also perform an environmental review to determine if the property will be

in compliance with acceptable environmental conditions as set forth by HUD. If a property cannot meet the environmental conditions, the application will be denied.

3. Applicants must pass the following eligibility tests: income eligibility, property eligibility, and rehabilitation feasibility. Town staff determines the income eligibility of the household and the eligibility of the property. If applicants pass the eligibility tests for income and property, the applicant may continue on to the next step. Town staff will notify the applicant of whether he has passed the eligibility tests for income and property. If eligible, the notification will also explain the next steps required to move forward to determine rehabilitation feasibility.
4. After reviewing the application and verifying all documentation, Town staff will contact the applicant for an on-site project evaluation appointment.
5. The Town's Housing Specialist will provide a line item in-house cost estimate of all needed repairs to the property to bring it into compliance with the Program's Minimum Property Standards. The cost estimate will designate which repair line items relate to Tier 1 standards and which repair line items relate to Tier 2 standards in order to assist in determining the feasibility of the rehabilitation.
6. Town staff determines the feasibility of the rehabilitation based on guidelines established in this Program. If the rehabilitation is feasible, Town staff will notify the homeowner and review which repair items will be addressed in the rehabilitation program.
7. The applicant will be provided with a list of pre-screened general contractors that will be contacted for line item bids.
 - The applicant will be provided a copy of the line item in-house cost estimate that does not show the cost (dollar amount) of each line item.
 - Contractors interested in bidding on the project will contact the homeowner to set up a time to walk the home and review the items listed on the prepared bid sheet.
 - The Contractor will then provide a line item bid to the homeowner and Town staff.
 - The contractor selected by the applicant must have submitted a bid within 15% of the in-house cost estimate in order to be hired to work with the Program. Negotiations are allowed in order to bring the bid within the required 15% range of the in-house estimate. By comparing the initial in-house estimate to the bids submitted, the cost reasonableness of the project will be determined.
 - The applicant will inform Town staff of which contractor he would like to select to perform the rehabilitation work; if the applicant does not select the lowest bidder, a reason must be provided.
8. Determination of CDBG Assistance.
 - The determination of CDBG assistance will be based on the selected construction bid and the total of all other eligible costs. The maximum total loan amount is \$60,000. 25% of loans totaling more than \$30,000, and 15% of loans totaling

\$30,000 or less will be reserved for change orders. Any approved change orders will be reflected as amendments to the original loan amount.

- Town staff prepares a letter notifying the applicant of the total loan amount offered and a meeting is scheduled to execute contracts.
- Prior to contract execution, a signed Form HUD-7015.16 “Authority to Use Grant Funds” must be received from HUD (if needed).

9. Contract Execution.

- The meeting shall include the applicant, the Town’s Housing Specialist, the Town Grants staff, and the contractor.
- All parties will review the work description and the applicant and contractor will initial each line item of the work description.
- Upon acceptance of terms and conditions stated, the applicant shall sign the Residential Rehabilitation Program Agreement.
- The applicant shall enter into an agreement with the contractor.
 - o Contract must name all of the contractors and/or subcontractors responsible for performing each item of work (debarment is checked prior to closing).
- Upon the execution of all Program documents, Town staff shall issue a written Notice to Proceed to the contractor with a copy to the applicant.

10. Rehabilitation Work.

- Work will commence no later than 10 calendar days after the receipt of the Notice to Proceed.
- The contractor is responsible for securing all necessary building permits.
- Change orders must be executed for any deviation, addition, or deletion made to the original job specifications approved in the construction contract. All change orders must be in writing and require the approval of the applicant, the contractor, The Town Housing Specialist, and Town staff. All approved change orders will be included in the final loan amount (reflected in the Promissory Note) and will be listed as amendments to the original loan amount offered in the Residential Rehabilitation Program Agreement.
- Rehabilitation work will be subject to routine progress inspections by the Housing Specialist.

11. Contractor Payments.

- Upon completion of work (or portion of work) set out in the Work Write-Up, the contractor will submit an original invoice identifying work items completed and their cost to Town staff.
- Upon receipt of invoice:
 - o The Town’s Housing Specialist will inspect the property to ensure all work has been completed and determine if all applicable permits have been obtained and have appropriate signatures.
 - o If LBP work was part of the contract, the work must pass a final lead paint clearance inspection. If the work fails the inspection, the contractor must continue to clean the house until it passes the clearance inspection.

- o Obtain a signature from the homeowner on the Contractor Payment Request form that indicates the homeowner is satisfied with the work and the amount to be paid to the contractor.
 - o After a signature has been obtained from the applicant, the Town's Housing Specialist and Town Grants staff will sign the authorization for payment stating that all work has been completed as agreed to in the construction contract.
- The contractor shall receive approved final payment, minus a 10 percent contingency, for completed contract within 15 working days after final inspection approval. The contingency is calculated on the final contract amount by adding the total project bid amount plus or minus change orders. Contingency is withheld for thirty (30) days from the date of final acceptance by Town. After thirty days, if no additional or warranty work remains, the Town will release withheld contingency funds.

12. Work Completion.

- The Town's Housing Specialist will conduct a final walk through with the applicant and contractor to address any outstanding items. When all outstanding items are satisfied, the applicant must sign the final acceptance form.
- Acceptance of Work: The Town's building inspector must have accepted the work, as evidenced by an approved final inspection on the building permit, and items on the final invoice must have been completed and approved by the Town's Housing Specialist.
- The contractor will guarantee the work performed for a period of at least one year from the date of final acceptance. It is the responsibility of the applicant to notify the contractor of any problems that occur after project completion and are covered under the provided warranty.
- At the time of the request for final payment, the contractor will provide:
 - o Lien release from the contractor
 - o Lien releases from all subcontractors, labors, materials, and equipment rental
 - o Any warranties and paperwork as appropriate

13. Closing.

- Execution of documents by the applicant:
 - o Promissory Note
 - o Deed of Trust
 - o Acceptance of Work
 - o Final Invoice Approval
- The Town issues final payment to contractor (minus a 10% contingency, which is held for 30 days).
- The Town files the loan documents in the County deed records office.

E.. CONTRACTOR SELECTION

CONTRACTOR SELECTION

1. Role of the Local Government: The Town of Flower Mound is an equal opportunity, fair housing lender, providing affordable financing for housing rehabilitation performed in accordance with the adopted Program Guidelines. The Town does not warrant any construction work, or provide any insurance coverage.
2. Contracting Process: Contracting will be done on a competitive bid basis. The homeowner will be the responsible agent. Only the homeowner can select the contractor of his choice.
3. Contractors List: The Town will provide the homeowners a list of pre-screened general contractors to choose from.
 - The Town will establish a list of pre-screened general contractors through a vendor application process.
 - All contractors will be checked with HUD's federally debarred list of contractors. No award will be granted to a contractor on HUD's debarred list.
 - Contractors are required to be registered and in good standing with the Town of Flower Mound's Building and Inspection Services division, and must have been registered for an acceptable amount of time, with no outstanding permit issues.
 - Contractors must also have public liability insurance and, when necessary, worker's compensation insurance.
 - Contractors must agree to comply with these Program guidelines as well as all CDBG federal and state regulations, which are found in 24 CFR 570. In addition, 24 CFR 35 and 40 CFR 745 contain information on LBP requirements with which contractors must be in compliance.
 - Provide information for the Minority/Women Owned Business Enterprise (M/WBE) Report required by the CDBG grant.
 - All work performed by the contractor will comply with the Town's currently adopted International Residential Code.

F. DISPUTE RESOLUTION/APPEALS PROCEDURE

Program Disputes: Any applicant for a rehabilitation loan through the Program has the right to appeal if the application is denied. Complaints concerning the Program should first be made to the Budget Officer. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Town. The Town will then schedule a meeting with the Deputy Town Manager/CFO. The Deputy Town Manager/CFO's written determination will be made within fifteen (15) working days after said meeting. If the applicant is not satisfied with the Deputy Town Manager/CFO's decision, a request for an appeal may be filed with the Town Manager.

Contractor/Homeowner Disputes: During pre-construction, construction, or post-construction periods, the applicant has a similar right to have any disputes heard and resolved.

Program representatives are primarily responsible to assure that the Program is implemented in compliance with state and federal regulations in a timely and responsible manner. This includes developing accurate and professional files, work writes-ups and contract documents. Program representatives attend the meeting between the homeowner and the contractor when the contract documents are signed, and facilitate in the clarification and/or corrections of proposed work so a clear understanding is established between both parties.

During and after completion of construction, the contractor's work is monitored for code compliance by the Town's building inspector and for quality by the Town's Housing Specialist.

The contractual obligation for rehabilitation is ultimately between the contractor and the homeowner. If a situation occurs where the two parties are in conflict, the following procedure will be followed:

Stage 1: Before any intervention occurs, the homeowner or contractor shall communicate perceived problems or complaints directly to the other party. In an attempt to resolve the differences, each party will give the other party an opportunity to respond or correct the problem.

Stage 2: If the Stage 1 attempt fails to resolve the problem, the homeowner or contractor may ask a Program representative to informally intervene. This intervention might include telephone call(s) to the contractor or homeowner, meeting(s) at the job site or in the office, or other actions as seem appropriate, including such things as the establishment of written working guidelines, or other post-contractual agreement.

Stage 3: If informal intervention is unable to satisfactorily resolve the homeowner- contractor differences, the homeowner, contractor, or Program representative will contact the Town staff person responsible for the program at the Town in writing, detailing the problem. In cases of building code compliance or questions of construction quality, the Town's building inspector will also be contacted.

It must be recognized that the homeowner has other options which he may choose to utilize, including contacting the contractors applicable state licensing board to submit a complaint.

Any controversy between the parties that cannot be settled through the informal intervention process outlined above shall be submitted to binding arbitration. Costs for the arbitration will be borne by the non-prevailing party, or subject to the terms of the arbitration agreement. The parties shall attempt to agree on a single arbitrator to hear the dispute. If they cannot agree, each party shall appoint an arbitrator. If the two

arbitrators cannot agree, then they shall appoint a third arbitrator whose decision shall be final and binding. The cost of the arbitration shall be borne by the losing party unless the arbitrator otherwise determines. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in force. The parties expressly agree that the arbitration shall be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

G.CHANGES & EXCEPTIONS

PROGRAM CHANGES

At the discretion of Town staff, the Residential Rehabilitation Program may be modified to ensure timely expenditures of Program funds, to implement improved practices, or to better comply with CDBG grant requirements.

EXCEPTIONS/SPECIAL CIRCUMSTANCES

Exceptions are defined as any action which would depart from policy and procedures stated in the Program Guidelines. The Town or its agent may make an exception based on extenuating circumstances. A report on the extenuating circumstances and exception or denial of any requested exception will be prepared by Town staff. This report shall contain a narrative, including Town staff's recommended course of action, and any written or verbal information supplied by the applicant. Any exceptions will be documented in the Program file.

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time



Home Gear Installations

2018 Ravinia Dr. Arlington, TX 76012
Office 817-874-7218
Tom@hginstall.com

I have been a professional General Contractor and remodeler with 30 Years' experience in all phases of home remodeling, new construction, and property management.

Position: Owner of Home Gear Installations

Experience

- General Contractor for 30 years having successfully completed more than 5000 renovation projects in North Texas
- 1989 – 2007 Owner of Best Exterior Designs, Inc. Responsible for Building and Finance.
- Started Home Gear Installations in 2008 after my father, and partner passed.
- Experienced General Contractor completing insurance claims. Worked with, Allstate, State Farm, Farmers, and many more.
- Currently working on room additions, retro window and door installation projects for Home Gear Installation.
- 30 years experience completing all types of residential and commercial work from, total remodel, roofs, kitchen/bath, painting, plumbing, insulation, radiant barrier, electrical upgrades, HVAC, siding, window and doors.
- Experience completing handicapped accessible renovations ramps, porch lifts, stair chairs, roll in showers, ADA compliant kitchen and bathroom installations
- Experienced running multiple large scale projects simultaneously
- Extensive network of licensed contractors handling all home improvement and commercial trades

References

- Texas Remodelers & Builders. Owners John Hamby, Aaron Dowdy
- Elite Contractors. Owner Jay Praytor
- Tex Mod Homes. Owner Marc Frame

Servicing Area

Home Gear Installations, Fully Insured and handling renovation projects in and around Tarrant, Johnson, Dallas counties.

Residential Rehabilitation Program Housing Specialist

Fee Schedule	Minimum	Maximum
Meeting on site or at Town Hall	2 hour	4 hours/day
Line item cost estimate	1 hour	6 hours
Changes to and reproduction of estimate	1 hour	3 hours
Teleconferencing	.25 hour	1 hour

Rate: \$120 per hour



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: June 6, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: Consider approval of a resolution suspending the June 17, 2022, effective date of Oncor Electric Delivery Company's requested rate increase in order for the Town to study the request with other cities in the service area.

BACKGROUND INFORMATION: Oncor Electric Delivery Company filed an application on or about May 13, 2022, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. Oncor asks the Town to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month. Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case since March 2017.

The resolution suspends the June 17, 2022, effective date of Oncor's rate increase for the maximum period permitted by law to allow the Town, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the Town to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the Town fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Finance Review by: Tammy Wilson, Chief Financial Officer

tw

LEGAL REVIEW: The Town is using the Steering Committee of Cities Served by Oncor documents created by Lloyd Gosselink Rochelle & Townsend, P.C.

ATTACHMENTS:

1. Proposed Resolution

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

RESOLUTION NO. _____

RESOLUTION OF THE TOWN OF FLOWER MOUND SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the Town of Flower Mound a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the Town of Flower Mound is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

Section 1.

That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

RESOLUTION NO. _____

PAGE 2**Section 2.**

As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 3.

That the City's reasonable rate case expenses shall be reimbursed by Oncor.

Section 4.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5.

A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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 JUNE, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: June 6, 2022

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Senior Engineering Transportation Manager

ITEM: Consider approval of an ordinance for a street name change for Bridgewater Avenue (200 – 300) block to McConathy Way (200 – 300) block (The Transportation Commission recommended to change the street name by a vote of 6 to 0 at its May 10, 2022, meeting)

BACKGROUND INFORMATION: There is a link below to the Transportation Commission (TRC) report and backup for this item. Letters were sent out to all property owners notifying them of the proposed street name change and of the Council date and time in accordance with the Code of Ordinances Section 92-320.

The Transportation Commission discussion can be viewed under the Other Meetings Archive link at the following link: <https://flowermoundtx.swagit.com/play/05112022-909> under the May 10, 2022, Transportation Commission archive under Item F2.

During the time that the TRC packet was posted for the May 10th agenda and the actual TRC meeting, the Southgate Homeowners Association (HOA) proposed a different name, McConathy Way, as opposed to what was proposed by staff, Williamson Avenue. The newly proposed name, McConathy Way, was routed through the Public Safety Departments and GIS to make sure that there were no issues with it. The Fire Department, Police Department (Dispatch) and GIS were acceptable to the new name. Therefore, staff changed their recommendation from Williamson Avenue to McConathy Way.

Bridgewater Place was part of the speed limit change from 30 mph to 25 mph. This item will change the listing within the speed limit ordinance to reflect the new street name.

BOARD REVIEW/CITIZEN FEEDBACK: TRC's main concern was the possible consequences from a public safety perspective. With two streets having the same name almost 2 miles apart in the same fire district with only a street suffix different, caused concerns. The concern would be that a caller into Police Dispatch may only know the main street name of Bridgewater and not the suffix. Therefore, it would be a 50/50 possibility of getting the right street. The TRC agreed with the Town's modification of changing the proposed street name from Williamson Avenue to McConathy Way.

ALTERNATIVES/OPTIONS: Leaving the name as is or changing to a different name

FISCAL IMPACT: Signs in the Southgate subdivision are maintained by the Southgate HOA. There is no fiscal impact to the Town.

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

ATTACHMENTS:

1. Draft Ordinance
2. [TRC May 10, 2022](#) agenda item

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, AUTHORIZING A STREET NAME CHANGE FOR THE ROADWAY KNOWN AS “BRIDGEWATER AVENUE” TO “McCONATHY WAY;” AMENDING EXHIBIT A “LIST OF ENUMERATED STREETS” OF ARTICLE V “SPEED LIMITS” OF THE FLOWER MOUND CODE TO REMOVE BRIDGEWATER AVENUE AND ADD McCONATHY WAY WITH A PRIMA FACIE SPEED OF 25 MILES PER HOUR; AUTHORIZING NECESSARY ACTIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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 staff and Town Manager have determined that it is in the best interests of the public and the Town to change the name of the roadway known as “Bridgewater Avenue” to “McConathy Way;” and,

WHEREAS, each owner of property adjacent to, abutting, and/or having an address on the street being considered for a name change has been notified by regular U.S. mail of the proposed street name change and of the date, time and location of the Town Council meeting at which the proposed street name change will be considered, as required by Section 90-320 of the Flower Mound Code; and,

WHEREAS, the proposed street name change was considered by the Town’s Transportation Commission on May 10, 2022, and the Transportation Commission recommended approval of the proposed street name change; and,

WHEREAS, the Town Manager or designee shall direct the replacement of street signs reflecting the street name change; and,

WHEREAS, the Tarrant Appraisal District, United States Postal Service, and other service providers shall be notified at the direction of the Town Manager or designee of the street name change; and,

WHEREAS, the Town Council deems it necessary and in the best interests of the public to change the name of the roadway known as “Bridgewater Avenue” to “McConathy Way;”

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

ORDINANCE NO.**PAGE 2****SECTION 1**

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

SECTION 2

The roadway known as “Bridgewater Avenue” within the Town limits between Lake City Avenue and Spring Hill Road is hereby officially renamed “McConathy Way.” Any existing lot numbers, block numbers, or street numbers shall remain unchanged.

SECTION 3

Exhibit A, “List of enumerated streets,” to Article V, “Speed Limits,” of Chapter 66 “Traffic and Vehicles” is hereby amended to remove “Bridgewater Avenue” and to insert “McConathy Way” alphabetically to read as follows:

Location	Speed
***	***
Maywood Court	25
McConathy Way	25
McKamy Creek Road	35
***	***

SECTION 4

The Town Manager or designee is hereby authorized and directed to take all actions necessary to effectuate this Ordinance, including the replacement of street signs affected by the name change and the notification of the Tarrant Appraisal District, the United States Postal Service and other service providers.

SECTION 5

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 6

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by 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.

ORDINANCE NO.**PAGE 3****SECTION 7**

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

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, 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 JUNE, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: June 6, 2022

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Senior Engineering Transportation Manager

ITEM: Consider approval of an ordinance for a street name change for a section of roadway known as Boat Ramp on the eastern end of Lake Ridge Road to Lake Ridge Drive. (The Transportation Commission recommended to change the street name by a vote of 6 to 0 at its March 8, 2022, meeting)

BACKGROUND INFORMATION: Below is a link to the Transportation Commission (TRC) report and backup for this item. Letters were sent out to all property owners notifying them of the proposed street name change and of the Council date and time in accordance with the Code of Ordinances Section 92-320.

The Transportation Commission discussion can be viewed under the Other Meetings Archive link at the following link: <https://flowermoundtx.swagit.com/play/03092022-798> under the March 8, 2022, Transportation Commission archive under Item F2.

The change at this location is being requested due to the boat ramp name. This private subdivision has unwanted boaters traveling down their private street to an actual boat ramp. It is unclear, other than the obvious use of the right of way as a boat ramp, how this street name was changed from Lake Ridge Drive to Boat Ramp. One can search for Boat Ramp and Flower Mound in a navigation app and this location will likely appear. The neighborhood would like to change the name so that over time as navigation apps catch up with the street name change that this issue will subside. There are no homes or addresses along this stretch of right of way and it has no block number in the Town's system.

BOARD REVIEW/CITIZEN FEEDBACK: TRC understood the concerns of the neighborhood and made a recommendation to return the name of this right of way back to Lake Ridge Drive.

ALTERNATIVES/OPTIONS: Leaving the name as is or changing to a different name

FISCAL IMPACT: This is a private street and any signs within the neighborhood are maintained by the homeowners association. There is no fiscal impact to the Town.

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

ATTACHMENTS:

1. Draft Ordinance
2. [TRC March 8, 2022](#) agenda item

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, AUTHORIZING A STREET NAME CHANGE FOR THE ROADWAY KNOWN AS “BOAT RAMP” ON THE SOUTHEASTERN END OF LAKE RIDGE ROAD TO “LAKE RIDGE DRIVE;” AUTHORIZING NECESSARY ACTIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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 staff and Town Manager have determined that it is in the best interests of the public and the Town to change the name of the roadway known as “Boat Ramp” to “Lake Ridge Drive;” and,

WHEREAS, each owner of property adjacent to, abutting, and/or having an address on the street being considered for a name change has been notified by regular U.S. mail of the proposed street name change and of the date, time and location of the Town Council meeting at which the proposed street name change will be considered, as required by Section 90-320 of the Flower Mound Code; and,

WHEREAS, the proposed street name change was considered by the Town’s Transportation Commission on March 8, 2022, and the Transportation Commission recommended approval of the proposed street name change; and,

WHEREAS, the Town Manager or designee shall direct the replacement of street signs reflecting the street name change; and,

WHEREAS, the Denton County Central Appraisal District, United States Postal Service, and other service providers shall be notified at the direction of the Town Manager or designee of the street name change; and,

WHEREAS, the Town Council deems it necessary and in the best interests of the public to change the name of the roadway known as “Boat Ramp” on the southeastern end of Lake Ridge Road to “Lake Ridge Drive;”

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

ORDINANCE NO.**PAGE 2****SECTION 1**

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

SECTION 2

The entirety of the roadway known as “Boat Ramp” on the southeastern end of Lake Ridge Road within the Town limits is hereby officially renamed “Lake Ridge Drive.” Any existing lot numbers, block numbers, or street numbers shall remain unchanged.

SECTION 3

The Town Manager or designee is hereby authorized and directed to take all actions necessary to effectuate this Ordinance, including the replacement of street signs affected by the name change and the notification of the Denton County Central Appraisal District, the United States Postal Service and other service providers.

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, 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.

SECTION 6

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

ORDINANCE NO.**PAGE 3****SECTION 7**

This Ordinance shall take effect and be in full force from and after 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 JUNE, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: June 6, 2022

FROM: Robert Pegg PE, Assistant Director of Engineering

ITEM: Consider approval of a Professional Services Agreement for the 2021 Water and Wastewater Model update project, with Kimley-Horn, for \$25,400; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The 2021 Water and Wastewater Model Update project is utilized to keep the Town's water and wastewater models current. With the approval of this agreement, all changes that were made during fiscal year 2021 will be updated in the models. The consultant will update the computer models to reflect commercial, residential and CIP projects that impacted the Town's water and wastewater systems. By keeping the models up to date the Town is able to ensure that future developments will meet the requirements of SmartGrowth and that the Town is able to adequately plan for future CIP projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$25,400

Proposed Expenditure/(Revenue):	Account Number(s):
\$7,700	610-980-95040 Water
\$7,700	610-980-95050 Wastewater
\$5,000	601-900-95040 Water
\$5,000	600-971-95050 Wastewater

Finance Review by: Tammy Wilson, Chief Financial Officer *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
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this _____ day of _____, 20____, 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 **Kimley-Horn and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to providing technical reports and services for the 2021 Water and Wastewater Model Update 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 2021 Water and Wastewater Model Update 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 Twenty-Five Thousand and Four Hundred and No/100 Dollars (\$25,400) This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

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

VII. Ownership of Documents

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

VIII. Insurance

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

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

Town of Flower Mound
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.

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:

Robert Pegg, P.E.,
 Assistant Director of Engineering
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6312 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:

Robert Pegg, P.E.
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312 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:

Anthony Samarripas, P.E.
Vice President
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
972-770-1314 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.

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:
Kimley-Horn and Associates, Inc.

By: Scott R. Arnold
 Name: Scott R. Arnold
 Title: Vice President

Date Signed: April 26, 2022

State of Texas §
 §
 County of Tarrant §

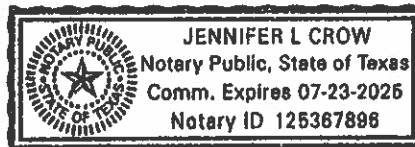
This instrument was acknowledged before me on the 26th day of April, 2022, by Scott R. Arnold in his capacity as Vice President of Kimley-Horn and Associates, a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Vice President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26th DAY OF April, 20 22.

Jennifer L. Crow
 Notary Public, State of Texas

My Commission Expires:

7-23-2025



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: 2021 Water and Wastewater Model Updates

PROJECT UNDERSTANDING

The Town has asked Kimley-Horn and Associates, Inc. (Kimley-Horn) to assist in updating the current water and wastewater models. Two major tasks are included with model updates: adding new developments and their associated demands to the water and wastewater models, and adding new Capital Improvement infrastructure to the models. Kimley-Horn will add developments and infrastructure to account for changes since the prior model update in December of 2020. Kimley-Horn will revise and evaluate system capacities, update Capital Improvement Project Maps, and prepare a technical memorandum detailing the model updates.

SCOPE OF PROFESSIONAL SERVICES

A. Demand (Development) Update

This task includes adjusting the percent developed for land use parcels in the model to reflect the current amount and type of development in the Town. The Town provided the following list of developments that will be included in the update:

1. Caddo Office Reimagined
2. Copper Canyon Sewer Connection-Bridgeway Church
3. Copper Canyon Sewer Connection-Vickery 1A and 1B
4. Flower Mound Senior Living (NEM PD 154)
5. Freeman Road 12" Water Line (Formerly Rocky Hills Farms)
6. Glen Oaks Drive 8" Water Line Extension
7. Lakeside Center Office Building
8. Lakeside Center Residential
9. Restaurant Row
10. River Walk Chapel and Reception Hall
11. Southgate Commercial South Tract (Eastgroup) 1A
12. Southgate Commercial South Tract (Eastgroup) 1B
13. Stonecrest Storage
14. The Point – Offsite Wastewater
15. Townlake Phase Four
16. Trailwood Phase 2
17. Westside Professional Center Lot 3

The cost associated with adding a development to the model is \$550 for water and \$550 for wastewater for each development. Developments located in the Denton Creek and Prairie Vista sewer service areas are not included in the Town's wastewater model

because they are served by Trinity River Authority (TRA); the percent developed, and projected wastewater flows for these developments will be updated in GIS and wastewater tracking spreadsheets. Stonecrest Storage and Trailwood Phase 2 are both served by TRA's wastewater system. Townlake Phase 4, Freeman Road, and Glen Oaks Drive are not served by the Town's or TRA's wastewater systems; therefore, the \$550 wastewater fee is not applied to these developments. The two Copper Canyon sewer connection projects and The Point – Offsite Wastewater developments only include sewer improvements, so the \$550 water fee is not applied to these developments.

As part of these updates, Kimley-Horn will also log the building square footage of non-residential developments in the GIS files to facilitate land use updates with future Master Plan Amendments.

B. CIP Infrastructure Update

This task includes adding water and wastewater infrastructure to the existing models which has been constructed since the last model update. This task also includes calibration of the water and wastewater models as necessary to include new operational changes due to pumping modifications and/or new pipeline. Infrastructure to be added to the model includes:

1. Forest Vista Drive Water Line

The Town's preliminary list of CIP to be added to the model also included:

- FM 2499 12" Water Line Phase I (Dixon Lane To South of FM 1171)
- Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)
- Kirkpatrick Lane 12" Water Line Phase II (Valley Ridge to FM 1171)
- Upper Timber Creek Interceptor Phase III & IV

These improvements were added to the wastewater and water models as part of the 2020 Master Plan updates. Therefore, these water and wastewater updates are not needed as part of this update.

Kimley-Horn will update the Capital Improvements Project map for water projects. The revised maps will show current aerial photography as available, existing infrastructure, projects under design or construction, and future capital improvement projects.

Kimley-Horn will also update Non-Capital Improvements Project map for water projects. Non-Capital Improvements Project projects to be updated on the map include:

1. High Road Water Line Replacement Phase III
2. Morriss Road Water Line Phase IA (Garden to Forest Vista)
3. Morriss Road 20" Water Line (Forest Vista to Lake Bluff)
4. Red Bud Point Water Service Relocation
5. Stonehill 10MG Ground Storage Tank Rehabilitation

6. Stonehill GST Valve Replacement
7. Timber Creek Water Line Replacement Phase I

C. Deliverables

1. Kimley-Horn will prepare a technical memorandum describing the model update, including the above lists of developments and infrastructure added to the model. The memo will also include updated water demand and wastewater load projections. Kimley-Horn will provide one PDF copy of the draft memorandum prior to the project review meeting (see task D) and one PDF of copy of the final memorandum.
2. Kimley-Horn will provide one PDF copy of the updated Water CIP map.
3. Kimley-Horn will provide one PDF copy of the updated Water Non-CIP map.

D. Meetings

Kimley-Horn will attend one project review meeting with the Town.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Providing surveying and engineering design of future Capital Improvement Projects.
- Providing presentations to the Town Council.
- Attending additional public meetings during the project.
- Preparing an Opinion of Probable Construction Cost for improvement projects.
- Assisting Town or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Kimley-Horn on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Reviewing Contractor's References.
- Any services not listed in the Scope of Services.

**ATTACHMENT B****COMPENSATION**

Kimley-Horn will provide the Scope of Services for a lump sum fee.

Demand Update	\$15,400
Water/Wastewater Infrastructure Updates	\$10,000
<u>TOTAL</u>	<u>\$25,400</u>

Additional services will be negotiated at the time they are identified.

**ATTACHMENT C****TIME OF COMPLETION**

We are prepared to begin our services immediately upon authorization. Upon receipt of a notice to proceed, we anticipate performing the model updates and preparing a draft memorandum within 42 calendar days.



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: June 6, 2022

FROM: Mark Long, Assistant Director of Parks and Recreation

ITEM: Consider approval of a Construction Agreement with GeoSurfaces, Inc. for purchase and installation of artificial turf on the infield of field #11 at Bakersfield Park, through The Interlocal Purchasing System (TIPS), in the amount of \$169,070.00; and authorize for the Mayor to execute same on behalf of the Town. (The Parks Board recommended approval of this project by a vote of 6 to 0 at its December 2, 2021, meeting. The Community Development Corporation approved funding by a vote of 7 to 0 at its January 31, 2022, meeting).

BACKGROUND INFORMATION: In the fall of 2021, The Flower Mound Youth Sports Association (FMYS), in partnership with The Miracle League North Texas, began a baseball program for individuals with physical and mental disabilities. In their inaugural season, the Flower Mound Miracle League program saw 53 individual athletes register and participate in the program (there are 107 athletes participating in the spring 2022 program). Due to the success of the first season, representatives with the FMYS and Miracle League North Texas met with Town staff to discuss their desire to see a true Miracle League field built in Flower Mound. Currently, the program utilizes a softball field at Bakersfield Park for all games. Traditional softball fields, such as the one currently being used, are not designed with wheelchair and mobility devices in mind and create several issues for participants and volunteers.

FMYS and Miracle League North Texas wanted to determine if building a stand-alone field in Flower Mound or converting an existing field would be a realistic option that the Town would approve. Staff determined that converting the infield of an existing field would be the quickest and most cost-effective way to proceed and requested that the two groups get quotes on converting the infield of field 11 at Bakersfield Park. Field 11 was selected primarily due to proximity to the parking lot, the number of ADA parking spaces, accessible sidewalks, restrooms, and a flatter surface leading into the field. Also, of importance to FMYS and Miracle League was that the field be a part of a larger complex, so participants would feel included with other baseball and softball teams. Converting the infield of field 11 will not have a negative impact on softball or baseball teams currently using this field for games and practices.

In an effort to garner additional support, FMYS and Miracle League representatives met with State Representative Tan Parker and Mayor Derek France. Both were excited about the possibility of having a Miracle League field in Flower Mound and supported efforts to raise funds for the project. It was determined that with their support, a fundraising campaign would immediately be started to help pay for the field conversion. The goal is that the field be completed by opening day of FMYS's 2022 fall season. In an effort to expedite the project, Town staff gained approval from the Parks Board, CDC, and Town Council to pay up to \$150,000 using the 4B fund and all money raised by Miracle League North Texas be used to offset the expenses. To date, Miracle League North Texas has raised \$19,070.00 towards the project.

The Town has selected to use GeoSurfaces, Inc. for the project utilizing The Interlocal Purchasing System (TIPS) Proposal. GeoSurfaces, Inc. has performed this type of work for several cities in the metroplex and staff received positive references on their performance.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval of this project by a vote of 6 to 0 at its December 2, 2021 meeting. The Community Development Corporation approved funding in fiscal year 2021-2022 using 4B sales tax revenue by a vote of 7 to 0 at its January 31, 2022 meeting. Town Council approved a CIP Amendment in the amount of \$150,000 at its February 7, 2022 meeting.

ALTERNATIVES/OPTIONS: The Town Council could deny the agreement and The Miracle League program can continue to utilize the existing softball field for games.

FISCAL IMPACT: \$169,070.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$150,000.00	317-110-90833-6210
\$ 19,070.00	505-110-90833-6210

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

Total project cost is \$179,070. Funding sources are:

- Dedicated Sales Tax \$ 150,000
- Other \$ 29,070

LEGAL REVIEW: N/A

ATTACHMENTS:

1.The Interlocal Purchasing System (TIPS) Proposal

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



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

May 17, 2022
TIPS Contract #20020501

Project: Artificial Turf Renovation for Field #11 at Bakersfield Park

GeoSurfaces, Inc., (herein **GeoSurfaces®**) will provide all materials, labor and equipment necessary to complete the following scope of work at **Bakersfield Park**, as shown on the attached drawing (actual field dimensions, turf panel configuration and resulting square footage of purchase and/or amount of material shipped, to be determined). **GeoSurfaces** will install the replicated grass and shock pad system on a base and perimeter anchor constructed by **GeoSurfaces** consistent with the requirements in the **GeoGreen/GeoFlo+®/GeoBase® Installation Guide Specifications**. The field will include all markings as outlined on the drawing on the last page of this proposal.

Commencement of work and shipment of materials shall be in conformance with project specifications and completion of installation shall be per the project schedule agreed to by the parties. Installation will commence following the availability and access to the site by **GeoSurfaces**. Installation will be complete in approximately 30-45 good weather working days.

TOTAL COST for Equip, Materials & Labor for Baseball Infield w/ GeoCool/Sand Infill System.....\$169,070.00

EXCLUSIONS/TERMS:

- The cost of permits, engineering fees, or license fees, if applicable, will be provided by Others.
- Materials must be ordered by June 30, 2022 or the terms of the Proposal will be renegotiated.
- All electrical or plumbing work is excluded; if applicable.
- All spoils from field excavation will remain on site.
- Survey points for the placement of the fields and any engineering is excluded.
- Density testing or any other site testing is excluded; if applicable.
- New collector drains will tie into outflow drains provided by Owner or will be sheet drained.
- Unmarked water or electrical lines or any other unmarked utilities are the responsibility of the OWNER.
- Installation will commence upon receipt of Purchaser's written notice and availability in GeoSurfaces' schedule. Completion will be within the agreed upon good weather working days.
- Taxes will be excluded to Purchaser. Purchaser must provide GeoSurfaces with a valid tax exemption. Purchaser agrees that if the exemption provided is deemed invalid by the applicable state tax authorities, Purchaser will reimburse GeoSurfaces for taxes GeoSurfaces was required to remit.
- A payment and performance bond are included in this proposal.
- The 2% TIPS Fee is included in this proposal

Acceptance of Offer to Sell: This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSurfaces. If the Acceptance of Proposal is not received by GeoSurfaces on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal tendered this 17th day of May 2022.

Proposal expires the 30th day of June 2022.

For: **GeoSurfaces, Inc.**

For: **Town of Flower Mound, TX**

By:  _____

By: _____
Derek France, Mayor

GEOGREEN, GEOFLO+ and GEOBASE INSTALLATION GUIDE SPECIFICATIONS

I. SCOPE OF WORK

GeoSurfaces will provide all labor, materials, equipment and tools necessary for the complete installation of a vertical-to-horizontal draining synthetic turf, in-filled with resilient material.

The work shall include the following items:

- 1) Begin at existing elevation and remove necessary material to bring field to proper grade and elevation.
- 2) Contour and compact sub-base and laser grade to assure positive water flow.
- 3) Install GeoBase structural concrete system with perimeter, treated anchor board.
- 4) Attach 8" perforated pipe to existing outflow drain provided by owner or sheet drain.
- 5) Install GeoFlo+ drainage blanket over entire base, terminating over trench drains with 2 feet width of pervious GeoFlo+.
- 6) Install a replicated grass, fiber will be a minimum 120 Micron, a maximum 2.0 mm width, 100% polyethylene fiber, measuring 1.75 inches high, stitched in a maximum 1/2-inch gauge.
- 7) Install resilient infill system. Infuse infill mixture into synthetic grass in multiple applications.
- 8) Install markings and colors as outlined in the agreed upon shop drawing.
- 9) Base anchors shall be installed at distances of 60', 65' and 70'. The 60' base distance will have two anchors.
- 10) Pitching Rubber distances shall be 40' and 43'.

II. REPLICATED GRASS

A. SPECIFICATIONS:

The GeoGreen replicated grass material and resilient infill shall be in accordance with the following:

- 1) The fiber will be a minimum 120 Micron, a maximum 2.0 mm width, non-abrasive, 100% polyethylene fiber, measuring 1.75 inches high, stitched in a maximum 1/2 inch gauge. The tufted weight shall not be less than 72 ounces per square yard. The fiber shall be 100% polyethylene, (no polypropylene blend permitted), treated with UV inhibitor and shall be tufted at a yarn weight of 45 ounces per square yard.
- 2) The fiber tufts shall be fanned or unfolded prior to installation and will not exhibit rolling or spiraling.
- 3) The turf backing shall be a dual layer primary coated with a 20-ounce urethane secondary backing, tufted with a 100% polyethylene yarn.
- 4) The replicated grass shall be delivered in 15 feet or 12 feet wide rolls. The rolls of turf shall be of sufficient length to go from sideline to sideline. Head seams between the sidelines will not be acceptable.
- 5) Field sidelines and end lines shall be tufted or inlaid into the individual rolls at the option of GeoSurfaces.
- 6) Other markings may be permanently installed, in situ, at an additional cost clearly delineated under alternate cost options.
- 7) The infill material shall consist of an alternative cooling infill with sports field sand. These materials shall be as designated by GeoSurfaces and delivered to the job site in appropriate containers.
- 8) The GeoFlo+ drainage blanket shall be delivered in 4 feet wide panels.

B. PHYSICAL PERFORMANCE CRITERIA:

The replicated grass surface shall demonstrate by independent, certified laboratory testing:

- A minimum average *Tuft-Bind* (ASTM D-1335) of 8 lbs/force.
- A minimum breaking strength (ASTM D-2256) of 250/250 (x and y direction) lbs/force.
- An initial G-Max (ASTM F-355-A) for the GeoGreen replicated grass of less than 100 in conjunction with GeoFlo+ drainage blanket and shock pad.
- An Ultimate G-Max (TSI 128) for the GeoGreen replicated grass of 135 in conjunction with GeoFlo+ dynamic drainage blanket and shock pad.

III. INSTALLATION

A. BASE CONSTRUCTION :

Specific design criteria must include the following. Adjustments to the existing base will be billed as additional work:

- 1) The sub-base must slope a minimum of 1/2% (to a maximum of 1%) from the centerline of the field toward the perimeter.
- 2) After sub-base has been properly graded, contoured and sloped as required, it shall be compacted using a three-to-ten-ton vibratory roller, as close as possible to 95% Proctor Density. Density testing shall be by Owner; if required.
- 3) Install a GeoBase structural concrete base with perimeter anchor board
- 4) To the outside of the concrete anchor and inside the existing or newly built backstop wall, a trench drain shall be installed along both sides of the field ending at the dugouts. The trench drains shall contain flexible, 8" perforated, single wall pipe and shall be filled with ¼"-¾" inch clean, fractured stone as is typical. Drains shall be properly graded to insure positive flow of water to outflow. The drains shall be connected to the existing outflows.

B. GeoFlo+ SHOCK PAD & DRAINAGE BLANKET INSTALLATION:

- 1) GeoSurfaces will establish finished grade of the GeoBase structural base, before installing the GeoFlo+ shock pad. Base should not deviate from specified finish grade by more than 1/2 inch under ten feet straight edge.
- 2) The GeoFlo+ shock pad will be installed along full end-to-end length of the field, The installation of the panels of GeoFlo+ will continue in this manner until over the open stone of the perimeter collector drains, where a 2' wide row of pervious (perforated) GeoFlo+ will be placed, in the same manner. The GeoFlo+ row nearest the crown of the field will be trimmed in width to allow precise fit of the necessary width of the GeoFlo+. The rows of GeoFlo+ will be bonded and moisture sealed, using a pressure-sensitive tape or a clip system, as supplied by GeoSurfaces. All seams will be sufficiently tight to leave no gaps or irregularities that could reflect through the synthetic grass surface; however, care should be taken to maintain a minimum 1/4 inch separation to allow for thermal expansion. The shock pad may be temporarily held in place by stapling to wood nailer, every few feet.
- 3) The shock pad will consist of an EPP core, covered with a geotextile fabric.
- 4) Total weight of blanket will be a minimum of 8 oz./SY and capable of accepting a compressive load of 8,000 psf, without crushing and while maintaining measurable flow.
- 5) The thickness of the blanket will be a minimum of 14 mm.

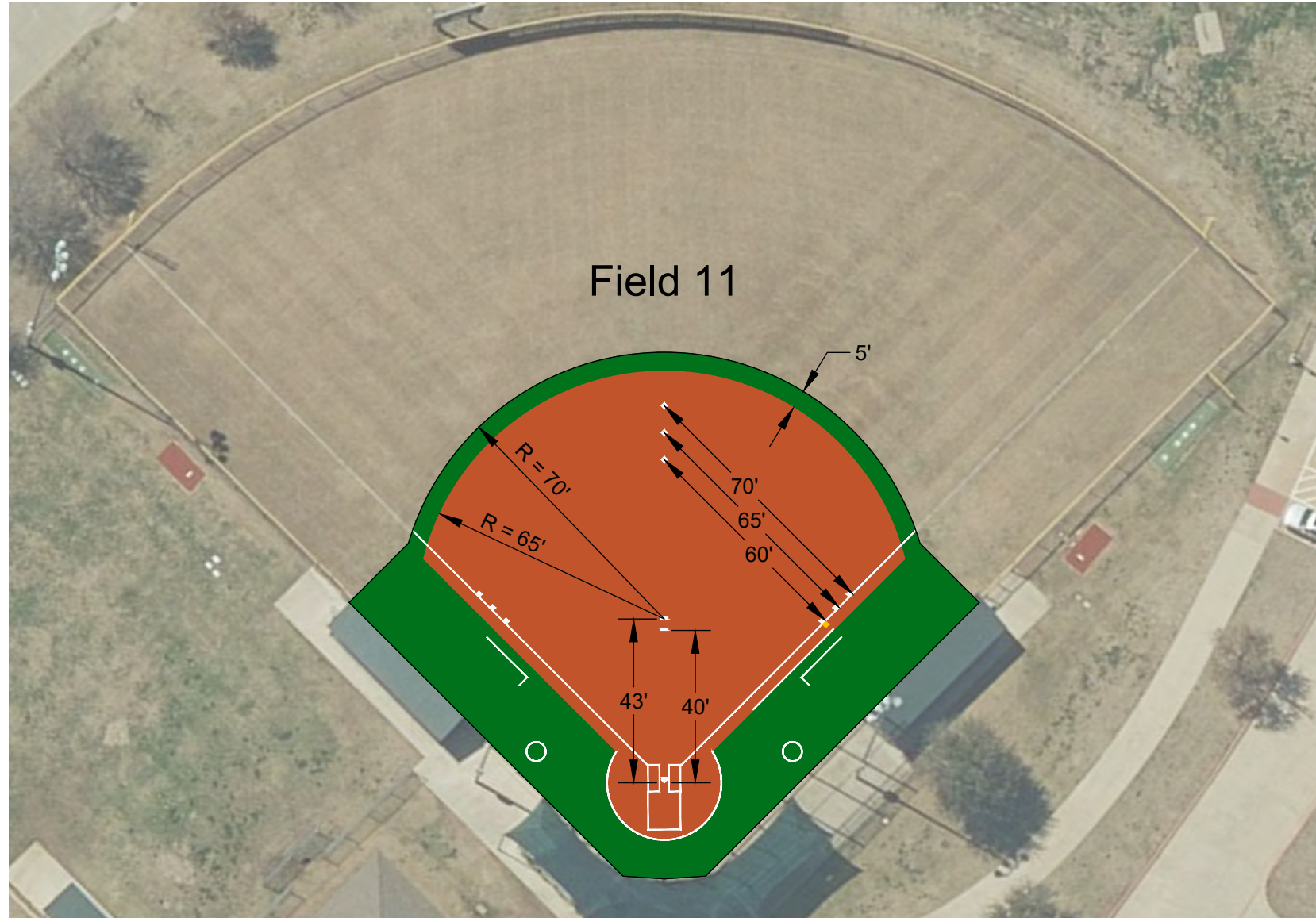
C. REPLICATED GRASS INSTALLATION:

- 1) The replicated grass will be installed along the length of the field and cover the full width as shown in the engineering drawings. The carpet rolls are to be installed directly over the properly prepared shock pad & dynamic drainage blanket base. Extreme care should be taken to avoid disturbing the drainage blanket. The full width rolls shall be laid out across the field. Utilizing standard state-of-the-art bonding procedures, each roll shall be attached to the next. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing field turf. Turf shall be attached, by industrial rustproof staples directly to wood nailer, around perimeter of field at maximum three-inch (3 inch) intervals.
- 2) The replicated grass rolls shall be installed so that tufted lines are placed as shown on manufacturer's drawing, which drawing shall be pre-approved by Purchaser prior to manufacture of replicated grass. The same drawing shall also show location of all optional in situ permanent lines or markings.
- 3) Immediately after brushing with a motorized rotary nylon broom, the blended infill material shall be spread evenly by using a drop or broadcast spreader (minimum 5 foot wide), in multiple applications, each no more than 15% of the total application, at a uniform rate. Between applications, and just prior and subsequent to infilling the area shall be brushed with the motorized broom. Infill depth will be 1.0 inch (1.25" +/- 0.1"), infill material to be uniformly incorporated into the replicated grass system.

PROJECT CLOSEOUT/WARRANTY: Upon final acceptance or first use of the finished sports field (whichever occurs first) the GeoSurfaces 8-Year Warranty becomes effective, which warranty shall be the only warranty obligation by GeoSurfaces to the Owner.

Miracle League North Texas

Bakersfield Park, Flower Mound, TX



Field Layout Plan #4

Scale: 1" = 40'

Date: April 8, 2022



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: June 6, 2022

FROM: Brett Cast, CIP Manager

ITEM: Consider approval of Amendment No. 5 to the Fiscal Year 2021-2022 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2021-2022 Capital Improvement Program (CIP) Amendment 4, was approved by Town Council April 18, 2022. The proposed CIP Amendment No. 5, for FY 2021-2022, would increase the currently adopted General Fund budgeted expenditures from \$15,594,494 to \$15,623,564. Utility Fund budgeted expenditures remain unchanged.

FISCAL IMPACT:

Proposed CIP:

FY 2021-2022:	General Capital Projects	\$15,623,564
	Utility Capital Projects	\$22,253,000

Five-Year CIP Plan:	General Capital Projects	\$274,993,813
	Utility Capital Projects	\$222,536,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2021-2022 CIP Amendment No. 5 Change.

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 5 Changes
3. CIP Amendment 5

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

Project Modification Listing

Attachment 1

FY 2021-2022 - CIP Amendment 5

June 6, 2022

General Funds

Park Project(s)

Description

FY 21-22

5 Yr CIP

Bakersfield Park - Miracle League Infield Conversion	Utilize donations from Miracle League of North Texas of \$29,070 for Bakersfield Park Conversion.	\$29,070	\$29,070
Total Park Impact		\$29,070	\$29,070
Total General Fund Impact		\$29,070	\$29,070

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031						2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	836,000	1,264,000	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000	-
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	-	-
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000	-	-	-	-	-	-	-
	FM 2499 Roadway, Traffic Signal, and Drainage **	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-	-
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000	-
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	-	3,693,000	-	-	-
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	-
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	-	6,100,000
	Sidewalk Links **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	-	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 31,517,319	\$ 6,491,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 177,784,656	\$ 105,467,656		\$ 4,069,000	\$ 68,248,000	\$ -	\$ 8,161,000	\$ 3,933,000	\$ 240,000	\$ 240,000	\$ 55,674,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Drive **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,130,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	670,000	2.8	1,200,000	-	-	-	-	-	1,200,000
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2.8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,959,000		\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022**

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031						2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	700,000	10,722,000	-	-	-
	Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000	-	-	-	-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000	-	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -	\$ -

*General Obligation Bonds

**** Project Includes ADA Improvements**

Other Sources

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	
	2021-22 Playground Replacements (Peacock Park) **	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-	
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-	
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	500,000	-	-	500,000	500,000	8	-	-	-	-	-	-	-	
	Bakersfield Park Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	
OLD	Bakersfield Park - Miracle League Infield Conversion	-	150,000	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	
NEW	Bakersfield Park - Miracle League Infield Conversion	-	179,070	-	-	-	-	-	179,070	179,070	2,8	-	-	-	-	-	-	-	
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-	
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-	
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000			560,000	-	560,000	-	-	-	-	
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000			8,000,000	-	-	8,000,000	-	-	-	
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-	
	Gerault Park.- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-	
	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-	
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-	
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-	
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-	
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-	
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-	
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-	
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-	
	Post Oak Park Improvements - signage (wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	700,000	-	-	700,000	700,000	8	-	-	-	-	-	-	-	
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-	
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-	
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-	
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-	
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-	
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000			5,000,000	-	5,000,000	-	-	-	-	
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-	
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-	
OLD	SUBTOTAL	\$	12,890,000	\$	3,775,000	\$	8,210,000	\$	11,025,000	\$	2,650,000	\$	1,260,000	\$	-	\$	39,810,000	\$	26,250,000
NEW	SUBTOTAL	\$	12,890,000	\$	3,804,070	\$	8,210,000	\$	11,025,000	\$	2,650,000	\$	1,260,000	\$	-	\$	39,839,070	\$	26,279,070
OLD	GRAND TOTAL GENERAL FUND	\$	64,187,912	\$	15,594,494	\$	34,903,000	\$	30,033,000	\$	5,965,000	\$	2,820,000	\$	121,461,337	\$	274,964,743	\$	168,632,743
NEW	GRAND TOTAL GENERAL FUND	\$	64,187,912	\$	15,623,564	\$	34,903,000	\$	30,033,000	\$	5,965,000	\$	2,820,000	\$	121,461,337	\$	274,993,813	\$	168,661,813

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-
	Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	-	350,000	2,850,000	2,850,000	-	-	-	-
	High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-	-
	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	-	500,000	-	-	-	1,260,000	1,760,000	88,000	0	-	1,672,000	-	412,000	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	-	6,000,000	-	-	-	-	6,000,000
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	-	16,450,000	-	-	-	-	16,450,000
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	-	365,000	365,000	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-
	Morriss Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-
	Morriss Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,150,000	400,000	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	-	400,000	-	-	-
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	-	1,050,000	-	1,050,000	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-
	Pintail 30" Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	-	1,710,000	-
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	-	1,380,000	150,000	1,230,000	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	1,230,000	1,430,000	70,000	0	-	1,360,000	130,000	-	-	-	1,230,000
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	-	500,000	-	-	-	-	-	-
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	790,000
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000
	Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	-	1,000,000	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	300,000	780,000	-	-	-	-	-	1,080,000	-	-	300,000	780,000	-	-	-	-	-
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	1,400,000	-	-	-
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	1,350,000
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	1,114,000	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	1,114,000
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	-	900,000	1,500,000	300,000	300,000	300,000	300,000	-
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	-	600,000	250,000	50,000	50,000	50,000	50,000	-
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	-	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	-	1,410,000	-	1,410,000	-	-	-
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	1,450,000	-	-
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 30,319,405	\$ 11,042,000	\$ 13,607,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405		\$ 18,635,000	\$ 101,967,000	\$ 6,015,000	\$ 7,563,000	\$ 2,370,000	\$ 3,510,000	\$ 82,159,000

** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	200,000	125,000	-	-	-	-	-	325,000	325,000	2	-	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	-	1,670,000	200,000	-	-	-	3,080,000	1,410,000	2,4,7	-	\$ 1,670,000	-	1,670,000	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	500,000	500,000	2	-	-	-	-	-	-	-
	Range Wood Drive Drainage Improvements	350,000	2,060,000	-	-	-	-	-	2,410,000	2,410,000	1,2	-	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,535,000	\$ 2,185,000	\$ 1,670,000	\$ 400,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 7,840,000	\$ 6,170,000		\$ -	\$ 1,670,000	\$ -	\$ 1,670,000	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	-	2,800,000	-	2,800,000	-		-	2,800,000	-	-	-	-	2,800,000	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	3,730,000	330,000	2	2,150,000	1,250,000	250,000	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-		2,550,000	-	-	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	564,500	2,000,000	-	-	-	-	-	2,564,500	-		564,500	2,000,000	2,000,000	-	-	-	-	-
	Lopo Sewer line Replacement	-	340,000	-	-	-	-	-	340,000	-		-	340,000	340,000	-	-	-	-	-
	Melody Court Sewer Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	-	1,100,000	-	-	-	-	1,100,000	-		-	1,100,000	-	1,100,000	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	-	1,090,000	-	-	-	1,090,000	-		-	1,090,000	-	-	1,090,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	380,500	5,719,500	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	-
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	2,500,000	-	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	1,000,000	-	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	590,000	-	-	-	-	680,000	390,000	0.5	-	290,000	-	290,000	-	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	-	-	-	-	-	-	1,540,000	-		1,540,000	-	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	-	150,000	1,120,000	-	-	-	-	1,270,000	150,000	2	-	1,120,000	-	1,120,000	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	-	440,000	-	-	-	440,000	-		-	440,000	-	-	440,000	-	-	-
	Timber Creek Trunk Line (Morriss Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	-	-	550,000	-	-	550,000	-		-	550,000	-	-	-	550,000	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	-	480,000	-	-	-	480,000	-		-	480,000	-	-	480,000	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	-	400,000	4,200,000	-	-	-	-	4,600,000	400,000	2	-	4,200,000	-	4,200,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	-	430,000	-	430,000	-		-	430,000	-	-	-	-	430,000	-
	Wastewater System Model Update	237,285	6,500	6,500	6,500	6,500	6,500	-	269,785	269,785	0.5	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-
	Wellington Interceptor Rehabilitation (Brookville Lane to Garden Road)	-	-	-	-	390,000	-	-	390,000	-		-	390,000	-	-	-	390,000	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 24,262,285	\$ 9,026,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 68,434,285	\$ 11,354,285		\$ 22,610,000	\$ 34,470,000	\$ 2,590,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 3,480,000	\$ 14,090,000
	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 22,253,000	\$ 25,044,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 222,536,690	\$ 43,184,690		\$ 41,245,000	\$ 138,107,000	\$ 8,605,000	\$ 17,193,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000	\$ 96,249,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	836,000	1,264,000	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	-
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	-
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000	-	-	-	-	-	-
	FM 2499 Roadway, Traffic Signal, and Drainage **	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	-	3,693,000	-	-
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000
	Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	6,605,000	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	6,100,000
	Sidewalk Links **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 31,517,319	\$ 6,491,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 177,784,656	\$ 105,467,656		\$ 4,069,000	\$ 68,248,000	\$ -	\$ 8,161,000	\$ 3,933,000	\$ 240,000	\$ 240,000 \$ 55,674,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Drive **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,130,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8		-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8		-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8		-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8		-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8		-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8		-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8		-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8		-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8		-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2		-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	670,000	2.8	1,200,000	-	-	-	-	-	1,200,000
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8		-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2.8		-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8		-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8		-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8		-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8		-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,959,000		\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022**

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031					2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031	
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-	-	-	11,422,000	-	700,000	10,722,000	-	-	-
	Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000	-	-	-	-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000	-	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -	\$ -

*General Obligation Bonds

** Project Includes ADA Improvements

Other Sources

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	500,000	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion	-	179,070	-	-	-	-	-	179,070	179,070	2,8	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000	-	-	560,000	-	560,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000	-	-	8,000,000	-	-	8,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	700,000	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic labels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000	-	-	-	-	-	-	-	-
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000	-	-	5,000,000	-	5,000,000	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 12,890,000	\$ 3,804,070	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,839,070	\$ 26,279,070		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -
	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 15,623,564	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$ 121,461,337	\$ 274,993,813	\$ 168,661,813		\$ 11,302,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 390,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
	Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	-	350,000	2,850,000	2,850,000	-	-	-	-	
	High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-	-	
	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	-	500,000	-	-	-	1,260,000	1,760,000	88,000	0	-	1,672,000	-	412,000	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	-	6,000,000	-	-	-	-	6,000,000	
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	-	16,450,000	-	-	-	-	16,450,000	
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	-	365,000	365,000	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriss Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,150,000	400,000	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	-	400,000	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	-	1,050,000	-	1,050,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
	Pintail 30" Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	-	1,710,000	-	
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	-	1,380,000	150,000	1,230,000	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	1,230,000	1,430,000	70,000	0	-	1,360,000	130,000	-	-	-	1,230,000	
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	-	500,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	-	1,000,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	300,000	780,000	-	-	-	-	-	1,080,000	-	-	300,000	780,000	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	1,400,000	-	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	1,114,000	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	1,114,000	
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	-	900,000	1,500,000	300,000	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	-	600,000	250,000	50,000	50,000	50,000	50,000	-	
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	6,500	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	-	1,410,000	-	1,410,000	-	-	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 30,319,405	\$ 11,042,000	\$ 13,607,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405		\$ 18,635,000	\$ 101,967,000	\$ 6,015,000	\$ 7,563,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000

** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	200,000	125,000	-	-	-	-	-	325,000	325,000	2	-	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	-	1,670,000	200,000	-	-	-	3,080,000	1,410,000	2,4,7	-	\$ 1,670,000	-	1,670,000	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	500,000	500,000	2	-	-	-	-	-	-	-
	Range Wood Drive Drainage Improvements	350,000	2,060,000	-	-	-	-	-	2,410,000	2,410,000	1,2	-	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,535,000	\$ 2,185,000	\$ 1,670,000	\$ 400,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 7,840,000	\$ 6,170,000		\$ -	\$ 1,670,000	\$ -	\$ 1,670,000	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 5
6/06/2022

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	-	2,800,000	-	2,800,000	-		-	2,800,000	-	-	-	-	2,800,000	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	3,730,000	330,000	2	2,150,000	1,250,000	250,000	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-		2,550,000	-	-	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	564,500	2,000,000	-	-	-	-	-	2,564,500	-		564,500	2,000,000	2,000,000	-	-	-	-	-
	Lopo Sewer line Replacement	-	340,000	-	-	-	-	-	340,000	-		-	340,000	340,000	-	-	-	-	-
	Melody Court Sewer Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	-	1,100,000	-	-	-	-	1,100,000	-		-	1,100,000	-	1,100,000	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	-	-	1,090,000	-	-	1,090,000	-		-	1,090,000	-	-	1,090,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	380,500	5,719,500	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	-
	Riverwalk Collector (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	2,500,000	-	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	1,000,000	-	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	590,000	-	-	-	-	680,000	390,000	0.5	-	290,000	-	290,000	-	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	-	-	-	-	-	-	1,540,000	-		1,540,000	-	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	-	150,000	1,120,000	-	-	-	-	1,270,000	150,000	2	-	1,120,000	-	1,120,000	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	-	440,000	-	-	-	440,000	-		-	440,000	-	-	440,000	-	-	-
	Timber Creek Trunk Line (Morris Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morris Road)	-	-	-	-	550,000	-	-	550,000	-		-	550,000	-	-	-	550,000	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	-	480,000	-	-	-	480,000	-		-	480,000	-	-	480,000	-	-	-
	Upper Timber Interceptor (Morris Road to One Place Lane)	-	400,000	4,200,000	-	-	-	-	4,600,000	400,000	2	-	4,200,000	-	4,200,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	-	430,000	-	430,000	-		-	430,000	-	-	-	-	430,000	-
	Wastewater System Model Update	237,285	6,500	6,500	6,500	6,500	6,500	-	269,785	269,785	0.5	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wastewater Treatment Plant Ultraviolet System Update	3,000,000		-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-
	Wellington Interceptor Rehabilitation (Brookville Lane to Garden Road)	-	-	-	-	390,000	-	-	390,000	-		-	390,000	-	-	-	390,000	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 24,262,285	\$ 9,026,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 68,434,285	\$ 11,354,285		\$ 22,610,000	\$ 34,470,000	\$ 2,590,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 3,480,000	\$ 14,090,000
	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 22,253,000	\$ 25,044,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 222,536,690	\$ 43,184,690		\$ 41,245,000	\$ 138,107,000	\$ 8,605,000	\$ 17,193,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000	\$ 96,249,000

*General Obligation Bonds
** Project Includes ADA Improvements

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



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: June 6, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: Consider approval of the purchase and installation of the 2021-22 Playground Replacements project, for Peacock Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$243,189.00.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2021-2022 after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Peacock Park playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$243,189.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$243,189.00	317-110-90822-6210

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

Total project cost is \$250,000. Funding sources are:

- Dedicated Sales Tax \$ 250,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Playground Equipment Rendering

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

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

ADDRESS

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

SHIP TO

Peacock Park
 3000 Old Settlers Road
 Flower Mound, TX 75022

QUOTE #	DATE	EXPIRATION DATE
22-2787	04/05/2022	06/30/2022

SALES REP
 KR

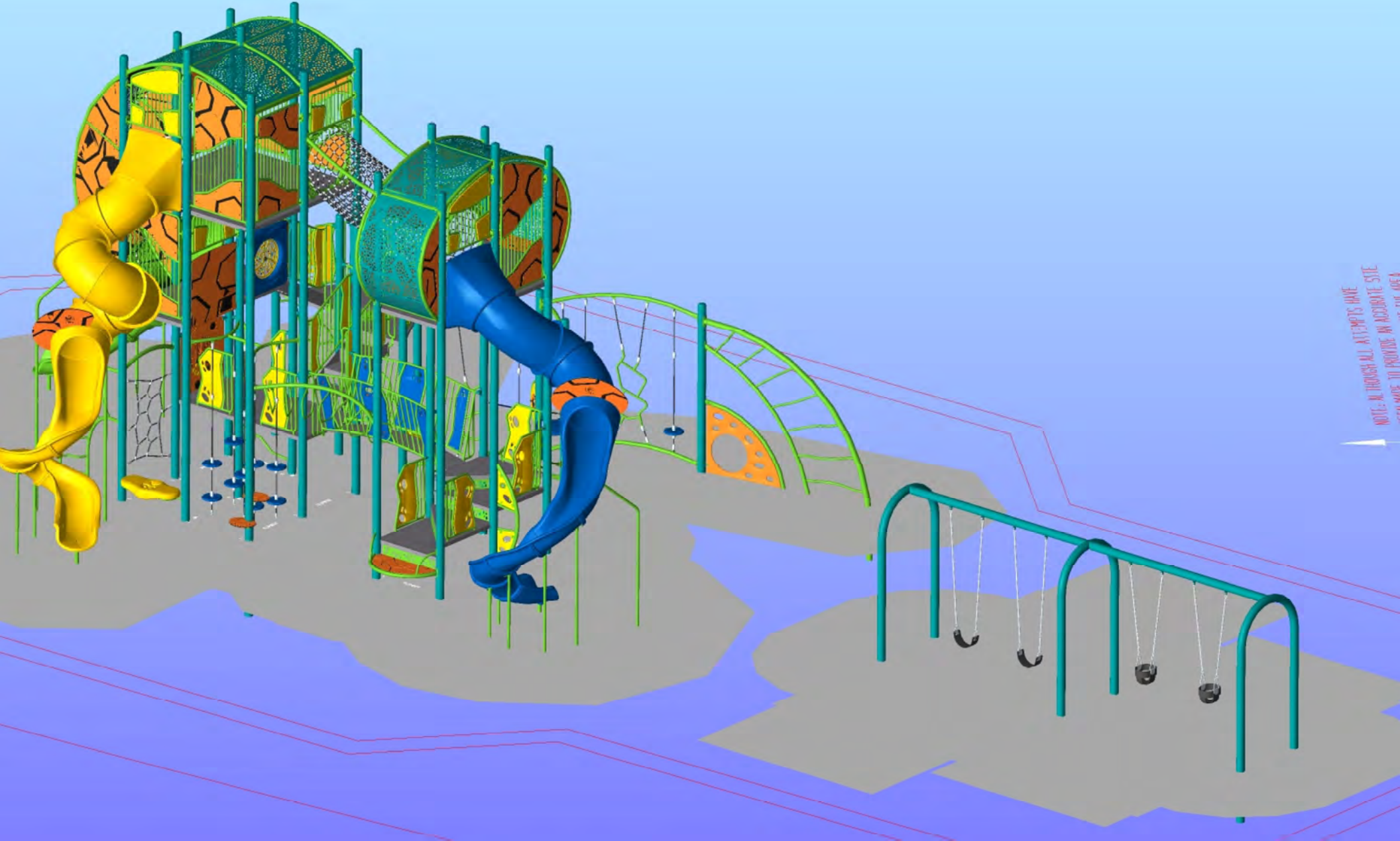
DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNUIN Custom Nucleus/Intensity Series Playground Structure Ages 5-12 Structure, Two Bay Arch Swing w/(2) Belt Seats and (2) Tot Seats (2 - Town Benches & 1 Trash Can From Stock)	1	174,314.00	174,314.00
Geo Textile Fabric Geo Textile Fabric	1.50	600.00	900.00
Wood Fiber Engineered Wood Fiber - Delivered & Installed - Approx. 200 Cubic Yards	1	9,600.00	9,600.00
Freight Freight	1	9,885.00	9,885.00
Installation Removal of Existing Play Structure, Wood Fiber & Haul Off Professional Turn-Key Installation of All Playground Equipment	1	48,490.00	48,490.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #592-19, Vendor #1501	1	0.00	0.00

TOTAL

\$243,189.00

Accepted By _____

Accepted Date _____





TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: June 6, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 13, 2021, meeting.*) (*On March 21, 2022, the Town Council tabled this item to the June 6, 2022 Town Council meeting by a vote of 6 to 0.*)



SUMMARY DATA:

- Lot Size – 5.48 acres
- Building square feet – Existing two-story, 28,350 sf building
- SMARTGrowth – N/A, new review not triggered
- Traffic Analysis – Passed, based on the TA completed with the original Site Plan application for the auto dealership use. The trips generated by a Boat Sales Dealership are less than the trips generated by a Car Dealership.
- Exceptions – N/A
- Incentives – None

BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. During P&Z deliberation, limiting the number of boat display spaces, the size of the boats, and the location of boat display was discussed. The Commission also discussed adding a condition in the SUP ordinance to limit approval of this SUP to three-years with an automatic renewal option. Based on P&Z's recommendation, staff has added four conditions (#6 thru #8) to the ordinance, in addition to the original staff-proposed conditions.

SUP conditions:

1. The hours of operation are limited to 8 a.m. to 7 p.m., Monday to Saturday.
2. Gates crossing the fire lane must remain open during business hours.
3. Outdoor storage shall be limited to operable cars and boats only. No ancillary storage of materials, trash, equipment, storage pods, or similar items shall be allowed on the property unless it meets the standards outlined below:
 - a. Ancillary storage shall be limited to no more than 650 square feet of the car/boat display area as demarcated on the concept plan. This square footage is exclusive of the one (1) existing dumpster enclosure.
 - b. Ancillary storage shall not occupy required parking spaces.
 - c. Ancillary storage shall be screened by a masonry wall constructed of or finished with materials that match the main building.
 - d. Ancillary storage shall not exceed one foot less than said masonry wall in height.

- e. Enclosure gates shall be constructed of sheet metal with a steel frame and painted to complement the main building.
 - f. Administrative approval of a site plan and obtaining necessary permits is required prior to placing ancillary storage on the property and constructing or installing associated masonry wall.
4. No outdoor servicing of boats shall be permitted on the property.
 5. Specific Use Permit No. 472 shall be subject to three-year automatic renewal, subject to Section 98-954 of the Town's Land Development Regulations
 6. Boat display and parking shall be limited to occupy no more than sixteen (16) display spaces.
 7. Boat display and parking shall be limited to occupy display spaces located within a fenced-in area to the south and west of the building.
 8. The size of the boats displayed on the property shall not exceed thirty (30) feet in total length.

The applicant is not in agreement with the majority of the staff and P&Z Commission recommended SUP conditions and has provided a redline mark-up of the conditions indicating the ones that he would like to be deleted from the ordinance (see Attachment 2).

ATTACHMENTS:

1. Draft Ordinance
2. Applicant's Mark-up of SUP Conditions
3. [Planning and Zoning Commission Staff Report Link](#)

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 APPROVING SPECIFIC USE PERMIT NO. 472 (SUP-472) TO PERMIT A RETAIL, GENERAL (OUTDOORS) USE FOR A BOAT DEALERSHIP USE TO OPERATE WITHIN AN EXISTING CAR DEALERSHIP FACILITY ON CERTAIN PROPERTY DESCRIBED AS 5.48 ACRES OF LAND AND BEING ALL OF LOT 2R1, BLOCK A, OF THE STONE HILL FARMS RETAIL EAST II ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 43 (PD-43) WITH COMMERCIAL DISTRICT-2 (C-2) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, (the "Town") 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 heretofore adopted the Land Development Regulations of the Town, 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 owner of the property described as 5.48 acres of land and being all of Lot 2R1, Block A, of the Stone Hill Farms Retail East II Addition has filed an application for a Specific Use Permit for a Retail, general (outdoor) use for a boat dealership use to operate within an existing Car Dealership facility; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 13, 2021, and the Town Council of the Town, held a public hearing on June 6, 2022, with respect to the Specific Use Permit 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 Specific Use Permit on the property; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town and will promote the health, safety and general welfare of the citizens of the Town and the general public;

Ordinance No. _____

Page 2

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 as amended, are hereby amended on the hereinafter described property and area as shown below:

5.48 acres of land and being all of Lot 2R1, Block A, of the Stone Hill Farms Retail East II Addition, Denton County, Texas.

Specific Use Permit No. 472 is granted to allow Retail, general (outdoors) uses to permit a boat dealership, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. The hours of operation are limited to 8 a.m. to 7 p.m., Monday to Saturday.
2. Gates crossing the fire lane must remain open during business hours.
3. Outdoor storage shall be limited to operable cars and boats only. No ancillary storage of materials, trash, equipment, storage pods, or similar items shall be allowed on the property unless it meets the standards outlined below:
 - a. Ancillary storage shall be limited to no more than 650 square feet of the car/boat display area as demarcated on the concept plan. This square footage is exclusive of the one (1) existing dumpster enclosure.
 - b. Ancillary storage shall not occupy required parking spaces.
 - c. Ancillary storage shall be screened by a masonry wall constructed of or finished with materials that match the main building.
 - d. Ancillary storage shall not exceed one foot less than said masonry wall in height.
 - e. Enclosure gates shall be constructed of sheet metal with a steel frame and painted to complement the main building.
 - f. Administrative approval of a site plan and obtaining necessary permits is required prior to placing ancillary storage on the property and constructing or installing associated masonry wall.
4. No outdoor servicing of boats shall be permitted on the property.
5. Specific Use Permit No. 472 shall be subject to three-year automatic renewal, subject to Section 98-954 of the Town's Land Development Regulations
6. Boat display and parking shall be limited to occupy no more than sixteen (16) display spaces.
7. Boat display and parking shall be limited to occupy display spaces located within a fenced-in area to the south and west of the building.
8. The size of the boats displayed on the property shall not exceed thirty (30) feet in total length.

SECTION 2

The Conceptual Site Plan and Conceptual Landscape Plan, attached hereto as Exhibits "A" and "B," each incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan and Conceptual Landscape Plan for this Specific Use Permit.

Ordinance No. _____**Page 3****SECTION 3**

The official map of the Town is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town including the regulations contained in Planned Development District-43 (PD-43).

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town, 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 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. 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 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.

Ordinance No. _____**Page 4****SECTION 9**

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6th DAY OF JUNE, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

STONE HILL FM, LLC.
LOT 2R1, BLOCK A
STONE HILL FARMS RETAIL EAST II
5.48 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

DIMENSIONAL CONTROL SITE PLAN

REVISIONS:
07/11/18 Added 2nd Story
Office Area, Change Parking
08/13/18 Revised Wall in
Pond to a rock Wall
8/19/19 Revised Northwest
sidewalk
2/17 /22 Added Display And
Relocated Customer Parking

DRAWN: JAD

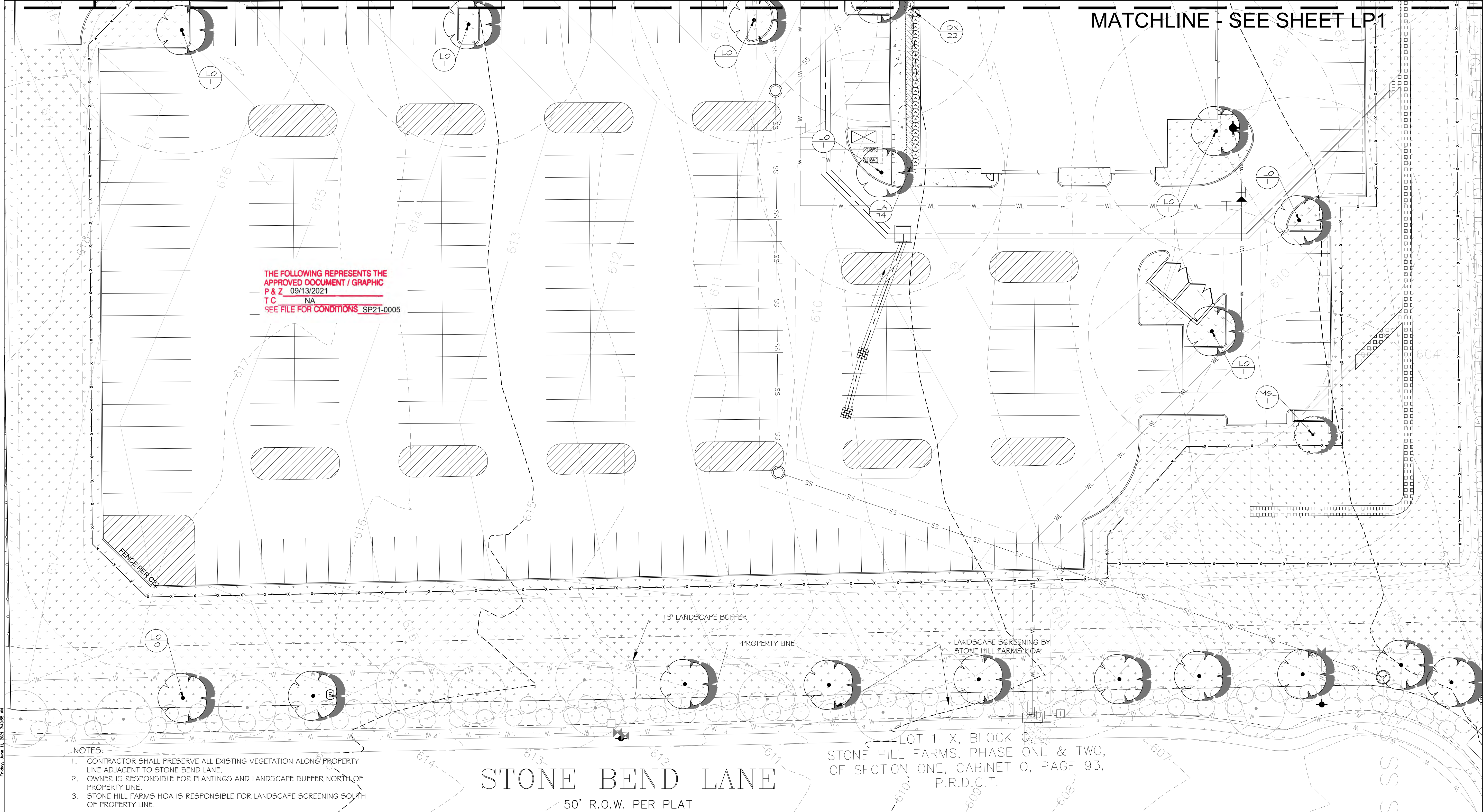
DATE: 05/10/2017

HEI #: 15-197

SHEET NO:

C2

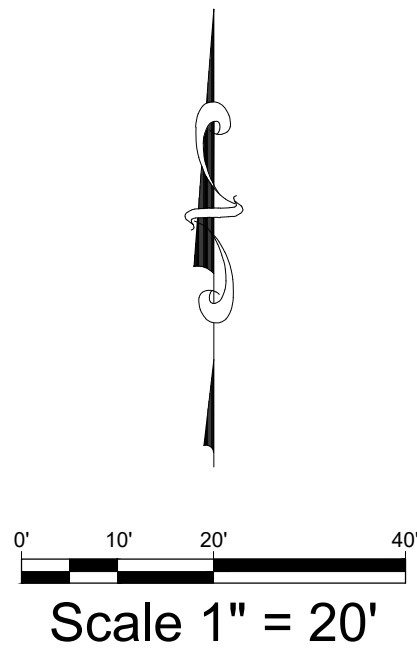
THIS DOCUMENT IS FOR INTERIM
REVIEW AND IS NOT INTENDED FOR
CONSTRUCTION, BIDDING OR PERMIT
PURPOSES.
STEVEN R. HOMEYER, PE #86942
DATE: 05/11/2022



GENERAL PLANTING NOTES

- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/- 1" OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE. IN ALL PLANTING BEDS AND TREE RINGS, DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
- INSTALL 14G GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
- HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
- NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTling OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
- TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2" INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDING (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

STREET YARD LANDSCAPING				STREET BUFFER TREES			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED	STANDARD	STREET FRONTAGE (LINEAR FT.)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	N/A	N/A	N/A	1 PER 30 LF	N/A	N/A	N/A
STREET YARD TREES				PARKING AREA LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED	STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
>110,000 SF = 1/5,000 SF * 110,000 + 50	N/A	N/A	N/A	90 SF PER 12 SPACES	88 SPACES (CUSTOMER)	660 SF	3,415 SF
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.				PARKING AREA TREES			
				STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
				1 PER 10 PARKING SPACES	88 SPACES (CUSTOMER)	9 TREES	15 TREES
				ALL CUSTOMER PARKING SPACES ARE LOCATED WITHIN 50FT OF A TREE.			
STREET BUFFER LANDSCAPING							
STREET NAME	REQUIRED BUFFER WIDTH	PROVIDED					
FM 407	N/A	N/A					
STONE BEND LN.	15 FT	15 FT					



HOMER
ENGINEERING, INC.
TBE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 ALEXANDRIA, VA 22304-0527
972-906-9988 PHONE 972-906-9987 FAX
WWW.HEI.US.COM

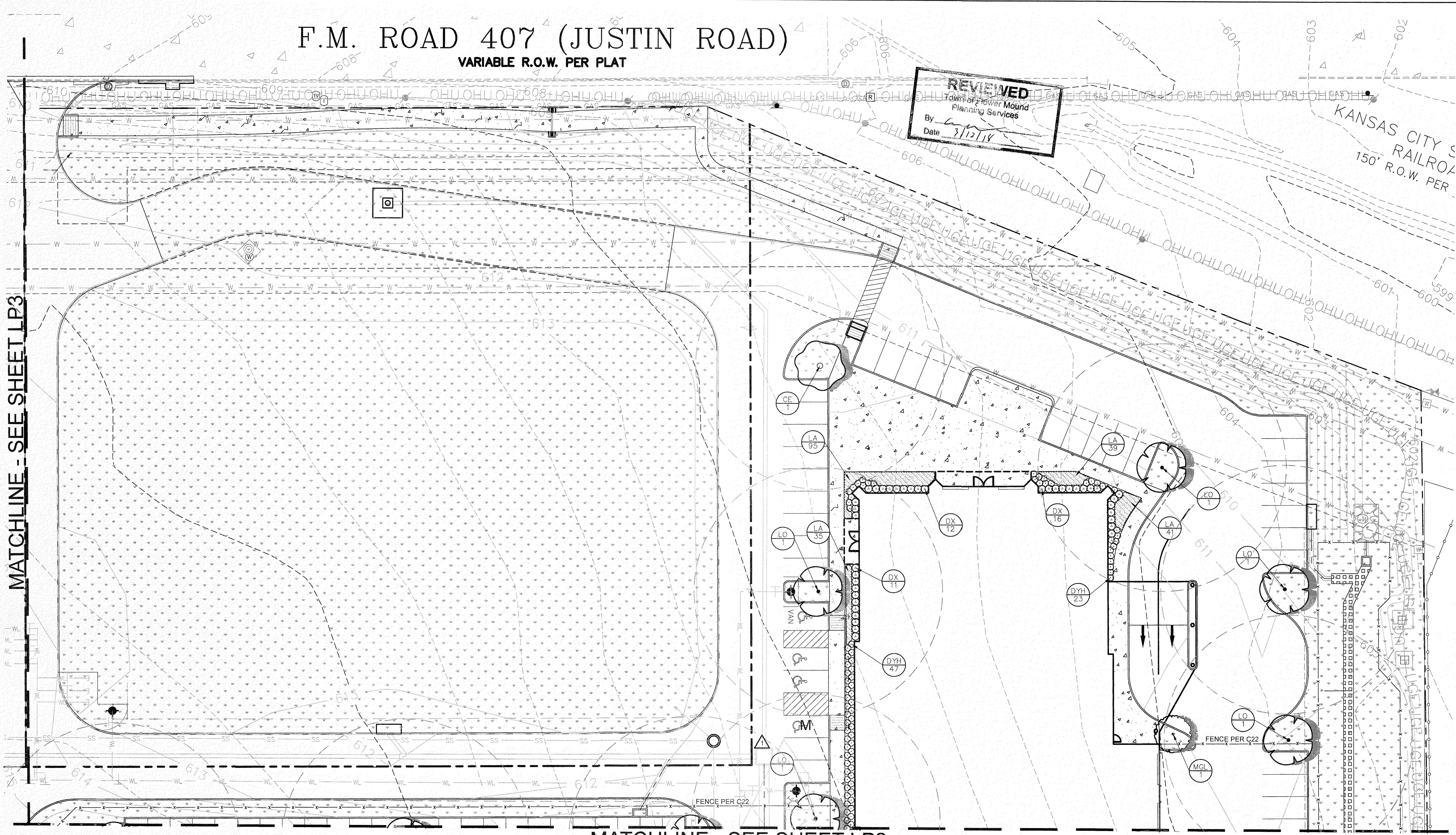
STONE HILL FM, LLC.
LOT 1, BLOCK A
STONE HILL FARMS RETAIL EAST II
5.48 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLANTING PLAN

REGISTERED LANDSCAPE ARCHITECT
DANIEL REECE
6-11-21

DRAWN: DFR
DATE: 05/10/2017
HEI #: 15-197

SHEET NO:
LP-2



PLANT SCHEDULE

TREES											
CODE	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE	QTY	SHRUBS	CODE	COMMON NAME / BOTANICAL NAME	SIZE	QTY	
MGL	Southern Magnolia / Magnolia grandiflora parking lot tree	CONT.	3" Cal	10-12' ht.	2		DYH	Dwarf Yaupon / Ilex vomitoria 'Nana' 24" o.c.	5 gal	80	
LO	Live Oak / Quercus virginiana parking lot tree / mitigation/street buffer tree	CONT.	3" Cal	10-12' ht.	32		DX	Southern Wax Myrtle / Myrica cerifera 36" o.c.	5 gal	61	
CE	Cedar Elm / Ulmus crassifolia parking lot tree	CONT.	3" Cal	10-12' ht.	1						
						SHRUB AREAS	CODE	COMMON NAME / BOTANICAL NAME	CONT	SPACING	QTY
							LA	Aztec Grass / Liriope muscari 'Aztec'	1 gal	18" o.c.	284
						GROUND COVERS	CODE	COMMON NAME / BOTANICAL NAME	CONT		QTY
							CD	Bermuda Grass / Cynodon dactylon	hydro		180,811 sf

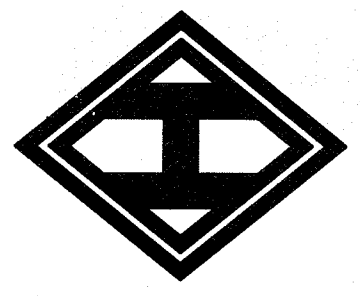
ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

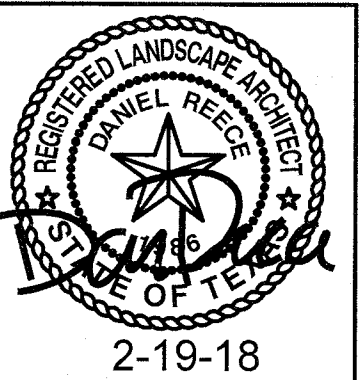
AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

HOMMEYER
ENGINEERING, INC.
TBP# FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM



STONE HILL FM, LLC.
LOT 1, BLOCK A
STONE HILL FARMS RETAIL EAST II
5.48 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLANTING PLAN



DRAWN: DFR
DATE: 05/10/2017
HEI #: 15-197
SHEET NO:
LP-1

EVERGREEN
DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy Ste 300
Addison, TX 75001
www.landscape-consultants.net

Scale 1" = 20'

Attachment 2: Applicant's Markup of Conditions

Specific Use Permit No. 472 is granted to allow Retail, general (outdoors) uses to permit a boat dealership, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. The hours of operation are limited to 8 a.m. to 7 p.m., Monday to Saturday, ~~for boat sales/service only.~~
2. ~~Gates crossing the fire lane must remain open during business hours.~~
3. ~~Outdoor storage shall be limited to operable cars and boats only. No ancillary storage of materials, trash, equipment, storage pods, or similar items shall be allowed on the property unless it meets the standards outlined below:~~
 - a. ~~Ancillary storage shall be limited to no more than 650 square feet of the car/boat display area as demarcated on the concept plan. This square footage is exclusive of the one (1) existing dumpster enclosure.~~
 - b. ~~Ancillary storage shall not occupy required parking spaces.~~
 - c. ~~Ancillary storage shall be screened by a masonry wall constructed of or finished with materials that match the main building.~~
 - d. ~~Ancillary storage shall not exceed one foot less than said masonry wall in height.~~
 - e. ~~Enclosure gates shall be constructed of sheet metal with a steel frame and painted to complement the main building.~~
 - f. ~~Administrative approval of a site plan and obtaining necessary permits is required prior to placing ancillary storage on the property and constructing or installing associated masonry wall.~~
4. No outdoor servicing of boats shall be permitted on the property.
5. ~~Specific Use Permit No. 472 shall be subject to three year automatic renewal, subject to Section 98-954 of the Town's Land Development Regulations.~~
6. Boat display and parking shall be limited to occupy no more than sixteen (16) display spaces.
7. Boat display and parking shall be limited to occupy display spaces located within a fenced-in area ~~to the south and west of the building.~~
8. The size of the boats displayed on the property shall not exceed thirty (30) feet ~~per boat~~ in total length.



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: June 6, 2022

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

ITEM: **Consider approval of a Construction Agreement with Fort Worth Civil Constructors, LLC for the Oak Street Lift Station and Force Main Phase IV project, in the amount of \$5,465,406.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On February 8, 2022, bids were received and opened (Bid No: 2022-18-B) for the Oak Street Lift Station and Force Main Phase IV project. Fort Worth Civil Constructors, LLC submitted the lowest qualified bid of the four (4) responding bidders at a total bid (base bid and alternates 5A, 11A & 12A) of \$5,408,686.00. Note: Uldehoven, Inc. was disqualified as a contractor due to bid calculation errors, failure to follow bid instructions, and failure to complete the bid proposal form as required.

Due to the recent increase in material costs, specifically metal pipe, pumps, and electrical equipment, the bid amount was more than the available budget. A CIP amendment to increase project funding was approved on April 18, 2022.

Due to material lead times and the desire to minimize project delays. Two bid item amounts were prepopulated on the bid proposal form as project allowances. The allowances were determined from manufacturer quotes for the long lead time items. As a result of the time between bid receipt and project award, the manufacturer quotes have expired. Revised quotes have increased prices for both allowance items. The allowance for electrical switching equipment and installation increased from \$177,511.00 to \$191,346.00. The allowance for the 750 kW generator and installation increased from \$380,705.00 to \$432,590.00. As these items were allowances and not competitive bid items, the additional cost of \$56,720 has been added to the award amount.

The Oak Street Lift Station and Force Main Phase IV project includes improvements to the lift station to increase firm pumping capacity as required in the Town's wastewater master plan. More specifically, the project includes the replacement and upsize of wastewater pumps, replacement of electrical infrastructure, installation of backup generation, upsize mechanical discharge piping and valving, and structural repair and improvements to the lift station wet well.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS: A decision to not approve the construction agreement would ultimately result in sanitary sewer overflows if the project is not completed soon. The Town would also be open to enforcement action by the Texas Commission on Environmental Quality (TCEQ) should sewage spill from a lift station or upstream manhole.

FISCAL IMPACT: \$5,465,406.00

Proposed Expenditure/(Revenue):

\$5,465,406.00

Account Number(s):

600-971-90386

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

Total project cost is \$6,100,000. Funding sources are:

- Impact Fees \$5,719,500
- Utility Debt \$ 380,500

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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



**Town of Flower Mound
Bid Tabulation**

Bid No: 2022-18-B - Oak Street Lift Station and Force Main Phase IV

Bid Opening: 02/08/2021 at 11:00 AM

Company	Total Base Bid with Add Alternates
Udelhoven, Inc	\$ 3,484,831.74
Fort Worth Civil Constructors, LLC	\$ 5,408,686.00
Archer Western Construction	\$ 5,410,116.00
Felix Construction Company	\$ 5,555,266.00

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

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

Date: February 8, 2022

TOWN OF FLOWER MOUND**Oak Street Lift Station and Force Main Phase IV****Bid # 2022-18-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 6th day of June, 2022, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Fort Worth Civil Constructors, LLC, a Limited Liability Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Oak Street Lift Station and Force Main Phase IV
Bid # 2022-18-B

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

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

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

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

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

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

Four Hundred Eight Thousand Six Hundred Eighty-Six Dollars and No cents (\$5,408,686.00) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Four Hundred Twenty-Five **(425)** calendar days, and final completion of Four Hundred Fifty-Five **(455)** calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

payment release the Contractor from any of its responsibilities under the Contract Documents.

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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

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

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

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

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

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

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

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

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

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

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

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

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

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

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)

Town Council Future Agenda Items



SCHEDULED	6/16/2022	Strategic Planning	SPS Placeholder
	6/20/2022	Consent	Consider approval of an interlocal agreement with the Dallas-Fort Worth International Airport (DFWIA) to allow the use of their firefighting training facility for Citizens Fire Academy as well as various practice skills for the Flower Mound Fire Department and authorization for the Mayor to execute same on behalf of the Town.
		Consent	SOQ Firms Selections
		Consent	BuyBoard Award - Upper Timber Interceptor (Morriss Rd to One Place Ln) - Initial TV/Clean Assessment
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 6, 2022.
		Presentation	Proclamation for National Parks and Recreation Month
		Presentation	Veterans Liaison Board Update
		Presentation	All Together Flower Mound Commission Update
		Regular	Public Hearing to consider an ordinance for rezoning (ZPD21-0010 – Embree 2499) from Agricultural District (A) and Single Family-Estate (SF-E) to Planned Development District No. 186 (PD-186) with Retail-2 District (R-2) and Office District (O) uses, with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Sagebrush Drive and west of Long Prairie Road. (PZ tabled this item to a date certain by a vote of 6 to 0 at its May 23, 2022, meeting.) (PZ recommended approval/denial by a vote of 0 to 0 at its June 13, 2022, meeting.)
		Regular	Public Hearing to consider an application for a tree removal permit (TRP22-0007) for ten (10) specimen trees on property proposed for development as Cotton Wood Logistics Center. The property is generally located south of Justin Road and west of Country Meadow Drive. (The Environmental Conservation Commission recommended denial for specimen trees #'s 9811, 9821, 9825 and 9828 and approval of specimen trees #'s 9797, 9799, 9800, 9805, 9863A and 9863B by a vote of 6-0-0 at its May 3, 2022, meeting).
		Regular	Public Hearing to consider an ordinance for rezoning (ZPD21-0019 – Sethi Property) from Agricultural District uses to Planned Development District No. 191 (PD-191) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located North of Waketon Road and east of Timber Way. (PZ recommended approval/denial by a vote of 0 to 0 at its June 13, 2022, meeting.)

SCHEDULED	6/20/2022	Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0020 – Cotton Wood Logistics Center) from Agricultural District (A) to Planned Development District No.192 (PD-192) with I-1 Industrial District -1 uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 82-302, Compatibility buffer; and an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located south of Justin Road and west of Meadow View. (PZ recommended approval/denial by a vote of 0 to 0 at its June 13, 2022, meeting.)
		Regular	Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 7.5%
		Regular	Public Hearing to consider an application for a tree removal permit (TRP21-0028) for three (3) specimen trees on property proposed for development as Embree 2499. The property is generally located west of Long Prairie Road and south of Sagebrush Drive. (The Environmental Conservation Commission recommended approval by a vote of 5-1-0 at its January 4, 2022, meeting).
		Regular	Public Hearing to consider an application for a tree removal permit (TRP22-0005) for three (3) specimen trees on property proposed for development as Sethi Property. The property is generally located north of Waketon Road and east of Timber Way.
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2022, for the purpose of paying for waterworks and sewer system improvements, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
	7/18/2022	Consent	City Works Migration and Implementation Services
		Consent	Rippy Road - Construction Award
		Consent	Oak Street Lift Station & Force Main - Testing Award
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 20, 2022.
		Presentation	Proclamation and Presentation of Hometown Hero Jon Kraatz
		Regular	Public Hearing to consider a request to amend the Master Plan (MPA21-0010 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," and adopting the 2022 Trails and Bikeways Master Plan, and to consider adopting an ordinance providing for said amendments. (The Parks Board recommended approval of the proposed master plan update by a vote of ?-? at its June 2, 2022, meeting. The Transportation Commission recommended approval of the proposed master plan update by a vote of ?-? at its June 14, 2022, meeting. PZ recommended approval/denial by a vote of 0 to 0 at its June 13, 2022, meeting.)

SCHEDULED	8/8/2022	Consent	Consider approval of an ordinance establishing the 2022 certified appraisal roll.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Consent	Consider accepting the submission of the notice of a no-new-revenue tax rate of \$_____ per \$100 assessed valuation and a voter-approval tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and scheduling August 22, 2022, public hearing on the budget, scheduling September 19, 2022, public hearing on the tax rate, and scheduling the September 19, 2022, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 22, 2022, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 22, 2022, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Placeholder: Call Election for reauthorization of Crime, Fire, Streets tax.
	8/18/2022	Consent	Hold a discussion and provide direction regarding the FY 2022-2023 Proposed Budget, including Community Support funding.
	8/22/2022	Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Morriss Road Water Line Phase III - Construction Award
		Consent	Timber Creek Water & Sewer Replacements

SCHEDULED	8/22/2022	Consent	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
	9/13/2022	Regular	Placeholder: Board & Commission Interviews/Appointments (1 of 2)
	9/15/2022	Regular	Placeholder: Board & Commission Interviews/Appointments (2 of 2)
	9/19/2022	Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Morriss Road Water Line Phase III - Testing Award
		Consent	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Consent	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and making appropriations for each fund and department.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	High Road Water Line Phase II - Construction Award
		Consent	Consider approval of an ordinance adopting the 2022 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.